

INFORMATION MEMORANDUM
CIMB-PRINCIPAL GLOBAL DIVIDEND MAXIMISER FUND

Investments that stand
the test of time



Manager : CIMB-Principal Asset Management Berhad (304078-K)

Trustee : HSBC (Malaysia) Trustee Berhad (1281-T)

This Information Memorandum for the CIMB-Principal Global Dividend Maximiser Fund is dated 11 May 2015.

DISCLAIMER: INVESTORS ARE ADVISED TO READ THE INFORMATION MEMORANDUM AND OBTAIN PROFESSIONAL ADVICE BEFORE SUBSCRIBING TO THE WHOLESALE FUND.

THE CIMB-PRINCIPAL GLOBAL DIVIDEND MAXIMISER FUND IS A MULTI-CLASS FUND ESTABLISHED WITH TWO (2) CLASSES.

About this document

This is an Information Memorandum which introduces you to CIMB-Principal Asset Management Berhad ("CIMB-Principal") and the CIMB-Principal Global Dividend Maximiser Fund ("Fund"), which is a multi-class fund. This Information Memorandum outlines in general the information you need to know about the Fund and is intended for the exclusive use of the prospective Qualified Investors (as defined herein) who should ensure that all information contained herein remains confidential. The Fund is a multi-class fund established with two (2) Classes.

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

If you have any questions about the Fund, please contact our Customer Care Centre at 03-7718 3100 on any Business Day between 8:30 a.m. and 5:30 p.m. (Malaysian time), Mondays to Fridays (except on Selangor public holidays).

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reference to that legislation, statute or statutory provision for the time being, as amended or re-enacted, and to any repealed legislation, statute or statutory provision which is re-enacted (with or without modification).

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

Please note all references to currency amounts and unit prices in the Information Memorandum are in United States Dollars unless otherwise indicated.

Responsibility Statement

This Information Memorandum has been seen and approved by the directors of CIMB-Principal and they collectively and individually accept full responsibility for the accuracy of all information contained herein and confirm, having made all enquiries which are reasonable in the circumstances, that to the best of their knowledge and belief, there are no other facts omitted which would make any statement herein misleading.

Statements of Disclaimer

The Securities Commission Malaysia has authorized the Fund, the subject of this Information Memorandum, and the authorization shall not be taken to indicate that the Securities Commission Malaysia recommends the investment.

The Securities Commission Malaysia will not be liable for any non-disclosure on the part of CIMB-Principal and takes no responsibility for the contents of the Information Memorandum, makes no representation as to its accuracy or completeness and expressly disclaims any liability whatsoever for any loss howsoever arising from, or in reliance upon the whole or any part of the contents of this Information Memorandum.

INVESTORS SHOULD RELY ON THEIR OWN EVALUATION TO ASSESS THE MERITS AND RISKS OF THE INVESTMENT. IN CONSIDERING THE INVESTMENT, INVESTORS WHO ARE IN DOUBT ON THE ACTION TO BE TAKEN SHOULD CONSULT THEIR PROFESSIONAL ADVISERS IMMEDIATELY.

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Definitions

Except where the context otherwise requires, the following definitions shall apply throughout this Information Memorandum:

Application Fee	- Preliminary charge on each investment.
Auditor	- PricewaterhouseCoopers.
Bursa Malaysia	- Bursa Malaysia Securities Berhad (635998-W)
Business Day	- Mondays to Fridays when Bursa Malaysia is open for trading, and banks in Kuala Lumpur and/or Selangor are open for business. In respect of the Target Fund, it means a week day on which banks are normally open for business in Luxembourg. Note: The Manager may declare certain Business Days to be a non-Business Day if the jurisdiction of the Target Fund declares a non-business day and/or if the Target Fund's manager declares a non-dealing day. This information will be communicated to the Unit holders via CIMB-Principal's website at http://www.cimb-principal.com.my .
CIMB	- CIMB Investment Bank Berhad (18417-M).
CIMB Group	- CIMB Group Sdn. Bhd. (706803-D).
CIMB Group Holdings	- CIMB Group Holdings Berhad (50841-W).
CIMB-Principal or the Manager or the Management Company	- CIMB-Principal Asset Management Berhad (304078-K).
CIMB-Principal Funds	- Any unit trust funds that may be offered by CIMB-Principal.
Class	- Any Class of Units representing similar interests in the assets of the Fund i.e. Class MYR - The Class of Units issued by the Fund denominated in MYR, which will invest in Class A of the Target Fund. Class USD - The Class of Units issued by the Fund denominated in USD, which will invest in Class A of the Target Fund. Note: <i>For more information, please see page 10 and Annexure I.</i>
Class A	- Refers to "Class A Distribution USD" share class of the Target Fund; a share class denominated in USD with income distribution.
CMSA	- Capital Markets and Services Act 2007.
Company	- Schroder International Selection Fund.
CSSF	- Refers to Commission de Surveillance du Secteur Financier, a public institution which supervises the professionals and products of the Luxembourg financial sector.
CWA	- Refers to the unit trust consultants of CIMB-Principal.
Deed	- The principal and any supplemental deed in respect of the Fund made between the Manager and the Trustee wherein the Unit holders of the Fund, agreed to be bound by the provisions of the Deed.
Deposit	- Refers to cash placements with licensed financial institutions which are fixed deposits, money market deposits with maturities not longer than one year offered by the treasury department of a bank and current account balances.
Distributor	- Any relevant persons and bodies, as may be approved by the SC (if necessary) or any other regulatory body and appointed by CIMB-Principal from time to time, who are responsible for selling the units of the Fund.
EU	- European Union.
FIMM	- Federation of Investment Managers Malaysia.
Fund or CGMAX	- A Wholesale Fund, known as the CIMB-Principal Global Dividend Maximiser Fund.
GST	- Refers to the tax levied on goods and services pursuant to the Goods and Services Tax Act 2014.
Information Memorandum	- Refers to this Information Memorandum in respect of the CIMB-Principal Global Dividend Maximiser Fund and includes any addendum to the Information Memorandum or replacement Information Memorandum, as the case may be.
IUTAs	- Institutional Unit Trust Advisers.
Latest Practicable Date or LPD	- 30 th September 2014, in which all information provided herein, shall remain current and relevant as at such a date.
Long term	- Refers to a period of ten (10) years or more.
Management Fee	- A percentage of the NAV of the Fund that is paid to the Manager for managing the portfolio of the Fund.
MCR	- Multi-class ratio, being the apportionment of the NAV of each Class over the Fund's NAV based on the size of each Class. The MCR is calculated by dividing the NAV (USD) of the respective Class by the NAV of the Fund before income and expenses for the day, save and except any benefits or costs of hedging (if any) and/or charges for a Class shall be allocated to that Class only. The apportionment is expressed as a ratio and calculated as a percentage.

Medium term	- Refers to a period of three (3) years or more.
NAV	- Net Asset Value.
NAV of the Fund	- The NAV of the Fund is the value of all the Fund's assets less the value of all the Fund's liabilities, at the point of valuation. For the purpose of computing the annual Management Fee (if any) and annual Trustee Fee (if any), the NAV of the Fund should be inclusive of the Management Fee and Trustee Fee for the relevant day. The NAV of a Class is the NAV of the Fund attributable to a Class at the same valuation point
NAV per Unit	- The NAV attributable to a Class of Units divided by the number of units in circulation for that Class, at the valuation point.
OTC	- Over-the-counter.
PIA	- Principal International (Asia) Ltd.
Principal Financial Group or PFG	- Principal Financial Group and its affiliates.
Qualified Investors	- Refers to: <ul style="list-style-type: none"> ▪ an individual whose total net personal assets, or total net joint assets with his or her spouse, exceed three million ringgit or its equivalent in foreign currencies, excluding the value of the individual's primary residence; ▪ an individual who has a gross annual income exceeding three hundred thousand ringgit or its equivalent in foreign currencies per annum in the preceding twelve months; ▪ an individual who, jointly with his or her spouse, has a gross annual income exceeding four hundred thousand ringgit or its equivalent in foreign currencies in the preceding twelve months; ▪ a corporation with total net assets exceeding ten million ringgit or its equivalent in foreign currencies based on the last audited accounts; ▪ a partnership with total net assets exceeding ten million ringgit or its equivalent in foreign currencies; ▪ a unit trust scheme or prescribed investment scheme; ▪ a private retirement scheme; ▪ a closed-end fund; ▪ a company that is registered as a trust company under the Trust Companies Act 1949 [Act 100] which has assets under management exceeding ten million ringgit or its equivalent in foreign currencies; ▪ a corporation that is a public company under the Companies Act 1965 [Act 125] which is approved by the Commission to be a trustee under the Act and has assets under management exceeding ten million ringgit or its equivalent in foreign currencies; ▪ a statutory body established by an Act of Parliament or an enactment of any State; ▪ a pension fund approved by the Director General of Inland Revenue under section 150 of the Income Tax Act 1967 [Act 53]; ▪ a holder of a Capital Markets Services Licence; ▪ a licensed institution; ▪ an Islamic bank; ▪ an insurance company licensed under the Financial Services Act 2013 (Financial Services Act 2013 repealed Insurance Act 1996 with effect from 30 June 2013); ▪ a takaful operator registered under the Islamic Financial Services Act 2013 (Islamic Financial Services Act 2013 repealed Takaful Act 1984 with effect from 30 June 2013); ▪ a bank licensee or insurance licensee as defined under the Labuan Financial Services and Securities Act 2010 [Act 704]; and ▪ an Islamic bank licensee or takaful licensee as defined under the Labuan Islamic Financial Services and Securities Act 2010 [Act 705].
RM or MYR and Sen	- Ringgit Malaysia and Sen respectively.
SC	- Securities Commission Malaysia.
SC Guidelines	- SC Guidelines on Wholesale Funds as may be amended and/or updated from time to time.
Schroders	- Schroder Investment Management (Luxembourg) S.A.
Shareholder	- Refers to the shareholders of the Target Fund. As such, when the Fund invests in the Target Fund, the Fund is a Shareholder of the Target Fund.
SICAV	- Société d'Investissement à Capital Variable; an investment company with variable capital.
Switching Fee	- A charge that may be levied when switching is done from one fund or class to another.
Target Fund or SGMAX	- Schroder International Selection Fund Global Dividend Maximiser.
Transfer Fee	- A nominal fee levied for each transfer of units from one Unit holder to another.
Trustee or HSBCT	- HSBC (Malaysia) Trustee Berhad (1281-T)
Trustee Fee	- A fee that is paid to the Trustee for its services rendered as trustee for the Fund.
UCITS	- An "undertaking for collective investment in transferable securities" within the meaning of points a) and b) of Article 1(2) of the UCITS IV Directive.
UCI	- An "undertaking for collective investment" within the meaning of points a) and b) of Article 1(2) of the UCITS IV Directive.
UCITS IV Directive	Directive 2009/65/EC of the European Parliament and of the Council of 13 July 2009, as amended, on the coordination of laws, regulations and administrative provisions relating to UCITS.
Unit	- Units of any Class of the Fund.
Unit holder	- The registered holder for the time being of a unit of any Class including persons jointly so

	registered.
USA	- United States of America.
USD	- United States Dollar.
Wholesale Fund	- A unit trust fund, the units of which are issued, offered for subscription or purchase, or for which invitations to subscribe for or purchase the units have been made, exclusively to Qualified Investors.
Withdrawal Fee	- A charge levied upon redemption under certain terms and conditions (if applicable).

Note:

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

Reference to "days" in this Information Memorandum will be taken to mean calendar days unless otherwise stated.

Key Data

Fund information

	CGMAX	Page
Fund Category/Type	Wholesale Fund (Feeder Fund) / Income and capital growth.	
Investment objectives	The Fund aims to provide income* and potential capital growth to investors through investments in one collective investment scheme, which invests in equities or equity related securities worldwide. Note: * All distributions (if any) will be automatically reinvested into additional units in the Class at the NAV per unit of the Class on the distribution date (the number of units is rounded using the normal rounding policy to two decimal places), unless written instructions to the contrary are communicated by you to the Manager. Please refer to page 31 under "Distribution of the Fund" for more information.	10
Benchmark	The Fund is benchmark unconstrained as the Target Fund is benchmark unconstrained, i.e. it will be actively managed without reference to any specific benchmark.	10
Base currency	USD	10
Investment policy and principal investment strategy	In order to achieve its objective, the Fund will invest at least 95% of its NAV in the Schroder International Selection Fund Global Dividend Maximiser (the "Target Fund"); a SICAV domiciled in Luxembourg and established on the 13 July 2007. The Fund will also maintain up to a maximum of 5% of its NAV in liquid assets. Information on the Target Fund Investment manager: Schroder Investment Management Limited Management company: Schroder Investment Management (Luxembourg) S.A. Regulatory authority: Commission de Surveillance du Secteur Financier (Luxembourg Financial Sector Supervisory Authority)	10
Investment timeframe	Recommended medium term to long term.	
Principal risks	Fund manager risk, legal and taxation risk, default risk and country risk.	6
Specific risks of the Target Fund	Investment objective risk, regulatory risk, liquidity risk, financial derivative instrument risk, currency risk, counterparty risk, options risk, risk of investing in emerging markets and suspension or deferral risk.	7
Additional risk associated with the investment portfolio of the Target Fund	Risk associated with distribution.	7
Investor profile	The Fund best suits you if you: <ul style="list-style-type: none"> ▪ are Qualified Investors; ▪ have a medium term to long term investment horizon; and/or ▪ seek exposure in global equities which is structured via a target fund. 	
Manager	CIMB-Principal Asset Management Berhad.	34
Trustee	HSBC (Malaysia) Trustee Berhad (1281-T).	38
Launch Date	Date of this Information Memorandum.	
Financial year-end	30 November.	

CLASS INFORMATION

The Fund is established with a multi-class structure and has more than one (1) Class. Please refer to the Annexure I for further details.

Classes may differ in terms of currency denomination, rate of fees and charges and income distribution policy. A separate NAV per Unit will be calculated for each Class. The NAV per Unit will be denominated in the currency of the respective Class and may differ between Classes as a consequence of the various features of each Class. Save for these differences, Unit Holders of each Class have the same rights and obligations under the Deed. Unit Holders should note that the assets of the Fund are pooled and invested as a single fund and are not segregated in respect of each Class.

Note: The Fund is established with two (2) Classes. For more information, please see page 10 and Annexure I.

This table describes the fees and charges charged by the Target Fund.

Fees	Class A of the Target Fund	Page
Initial charge	Up to 5.00% (as a % of total subscription amount). Note: There is no initial charge incurred by the Fund as the initial charge imposed by the Target Fund is waived.	23
Investment management fee	Up to 1.50% per annum of the NAV of the Target Fund. Note: The management fee will only be charged once at the Fund level. The management fee charged by the Target Fund will be paid out of the Management Fee charged by the Manager at the Fund level. There is no double charging of management fee.	23
Redemption charge	Nil.	23
Performance fee	Nil.	23
Other expenses	The Company will pay all charges and expenses incurred in the operation of the Company including, without limitation, taxes, expenses for legal and auditing services, brokerage, governmental duties and charges, settlement costs and bank charges, stock exchange listing expenses and fees due to supervisory authorities in various countries, including the costs incurred in obtaining and maintaining registrations so that the shares of the Company may be marketed in different countries; expenses incurred in the issue, switch and redemption of shares and payment of dividends, registration fees, insurance, interest and the costs of computation and publication of share prices and postage, telephone, facsimile transmission and the use of other electronic communication; costs of printing proxies, statements, share certificates or confirmations of transactions, shareholders' reports, prospectuses and supplementary documentation, explanatory brochures and any other periodical information or documentation.	23

Risk Factors

General risks of investing in a unit trust fund

Any investment carries with it an element of risk. Therefore, prior to making an investment, prospective Qualified Investors should consider the following risk factors in addition to the other information set out in this Information Memorandum.

Returns not guaranteed

Investors should be aware that by investing in a unit trust fund, there is **NO GUARANTEE** of any income distribution or capital appreciation. In the case of a feeder fund, the target fund's manager endeavours to mitigate this risk by ensuring diligent management of the assets of the target fund based on their structured investment process. Since this Fund invests at least 95% of its NAV in the Target Fund, investors should be aware that the return of the Fund is based on the performance of the Target Fund.

General market environment risk

Any purchase of securities will involve some elements of market risk. Hence, a unit trust fund may be prone to changing market conditions as a result of:

- global, regional or national economic developments;
- governmental policies or political conditions;
- development in regulatory framework, law and legal issues;
- general movements in interest rate;
- broad investor sentiment; and
- external shocks (i.e. natural disasters, war and etc.)

All these may result in uncertainties and fluctuations in the price of the securities of a fund's investment portfolio. Such movements in the values of the securities will cause the NAV or prices of units to fall or rise, and income produced by a fund may also fluctuate.

Risk of non-compliance

This refers to the current and prospective risk to the unit trust fund and the investors' interest arising from non-conformance with the applicable laws, rules, regulations and deed. The possibility of a breakdown in the manager's prescribed practices and internal policies and procedures are factors that may lead to non-compliance. The breakdown may be the outcome from human error (for instance the oversight of a fund manager) or system failure (causing unnecessary downtime). The magnitude of such risk and its impact on the fund and/or unit holders are dependent on the nature and severity of the non-compliance. In order to mitigate this risk, CIMB-Principal has in place stringent internal controls and compliance monitoring processes for all funds under its management.

Inflation risk

Inflation is the risk that a unit trust fund's assets or income from a unit trust fund's investments may be worth less in the future as inflation decreases the value of money. As inflation increases, the real value of a fund's portfolio could decline. Inflation causes the real rate of return to be lower than the nominal rate of return. This risk can be mitigated by investing in securities that can provide a potential positive real rate of return.

Loan financing risk

If a loan is obtained to finance the purchases of units of a unit trust fund, investors will need to understand that:

- borrowing increases the magnitude for gains or losses;
- in the event where units are being used as collateral, if the value of the investment falls below a certain level, investors may be asked by the lender to top up the collateral or reduce the outstanding loan amount to the required level, failing which the lender may take the necessary action (as may be provided for in the lending agreement) including the possibility of force selling the investment
- the borrowing cost may vary over time depending on the fluctuations in interest rates; and
- the risks of using loan financing in light of investors' investment objectives, attitude towards risk and financial circumstances should be carefully assessed.

Specific risks associated with the investment portfolio of the Fund

There are specific risks associated with the investment portfolio of the Fund, which include but are not limited, to the following:

Fund manager risk

The Fund invests into a collective investment scheme managed by another manager, i.e. the Target Fund. Therefore, the Target Fund's manager has absolute discretion over the Target Fund's investment technique, operational controls and management. In the event of mismanagement of the Target Fund, the NAV of the Fund, which invest into the Target Fund would be affected negatively. Although the probability of such occurrence is minute, should the situation arise, CIMB-Principal reserves the right to seek an alternative collective investment scheme that is consistent with the objective of this Fund, subject to the approval of the Unit holders.

Legal and taxation risk

As the Fund invests in the Target Fund, investors should be aware that the legal and tax treatment of the Target Fund may impact the Fund in ways that cannot be predicted. For example, taxation bases for preceding fiscal years which have been found to be incorrect can result in the Fund having to bear the tax burden in the current year even though the Fund may not have an investment in the Target Fund. Conversely, the Fund may also not benefit from any advantageous correction for the current or preceding fiscal years during which the Fund had an investment in the Target Fund if the Fund's investment in the Target Fund is redeemed before the correction takes place. In addition, a correction of tax data can result in a situation where taxable income or tax benefits are actually assessed for tax in a different assessment period to the applicable one and this may have a negative effect on the Fund. Similarly, any legal changes in the treatment of the Target Fund may also affect the Fund. For example, in the event that licenses or permits for investments in countries that require such licenses or permits are revoked or not renewed, the Target Fund's

manager would seek to invest in other accessible markets. This may have a positive or negative effect to the Target Fund's performance given that the Target Fund cannot access the desired markets. For example, in a bull market of the desired market to be accessed by the Target Fund, not being able to invest in that market due to no licenses or permits is an investment opportunity loss to the Target Fund and may adversely impact performance of the Target Fund when compared to its peers.

Default risk

Default risk refers to the possibility that the counterparty or issuer of a Deposit and/or money market instrument will not be able to make timely payments of interest and/or principal repayment when payment is due. This may lead to a default in the payment of principal and/or interest due and thus, may cause a reduction in the value of the Fund. The Manager aims to mitigate this risk by performing fundamental credit research and analysis to determine the creditworthiness of its counterparty and/or issuer.

Country Risk

As the Fund invests in the Target Fund which is domiciled in Luxembourg, the Fund's investments in the Target Fund may be affected by risks specific to Luxembourg. Such risks include adverse changes in Luxembourg's economic fundamentals, social and political stability, laws and regulations and foreign investments policies. These factors may have an adverse impact on the prices of the Target Fund's investments, which will depress the Target Fund's NAV growth, and consequently depress the Fund's NAV growth.

Specific risks associated with the investment portfolio of the Target Fund

Investment objective risk

Investment objectives express an intended result but there is no guarantee that such a result will be achieved. Depending on market conditions and the macro economic environment, investment objectives may become more difficult or even impossible to achieve. There is no express or implied assurance as to the likelihood of achieving the investment objective for the Target Fund.

Regulatory risk

The Company is domiciled in Luxembourg and investors should note that all the regulatory protections provided by their local regulatory authorities may not apply. Additionally the Target Fund will be registered in non-EU jurisdictions. As a result of such registrations, the Target Fund may be subject to more restrictive regulatory regimes without any notice to the Shareholders. In such cases the Target Fund will abide by these more restrictive requirements. This may prevent the Target Fund from making the fullest possible use of the investment limits.

Liquidity risk

Liquidity risk exists when particular investments are difficult to sell. The Target Fund's investment in illiquid securities may reduce the returns of the Target Fund because it may be unable to sell the illiquid securities at the time or price desired by the Target Fund's investment manager. Investments in foreign securities, derivatives or securities with substantial market risk* tend to have the greatest exposure to liquidity risk. Illiquid securities may be highly volatile and difficult to value.

*In this context, market risk refers to potential downside that may arise from adverse changes in the market prices of the investments in response to various factors, for example, events or news that relates to securities as well as general market or economic conditions.

Financial derivative instrument risk

As the Target Fund may invest in financial derivative instruments to meet its specific investment objective, there is no guarantee that the performance of the financial derivative instruments will result in a positive effect for the Target Fund and its Shareholders. Nevertheless, the investment restrictions and limits of the Target Fund limit the exposure of financial derivatives instruments to not exceed the total NAV of the Target Fund.

Currency risk

The base currency of the Target Fund is denominated in USD. As the investments of the Target Fund may be quoted and/or priced in currencies other than USD, any unfavorable fluctuation in the exchange rate between the USD and the currencies in which the investments is quoted and/or priced may have an adverse effect on the value of these investments when expressed in USD. Investors should note that any gains or losses arising from the movement of the foreign currencies against USD may therefore increase or decrease the capital gains or capital loss of the investment.

Nevertheless, investors should realise that currency risk is considered as one of the major risks to investments in foreign assets due to the volatile nature of the foreign exchange markets. Investors who are in doubt should consult their professional advisers.

Counterparty risk

The Target Fund conducts transactions through or with brokers, clearing houses, market counterparties and other agents and thus is subject to the ability of any such counterparty to perform its financial obligations and on a timely manner. As the Target Fund is domiciled in Luxembourg, the Luxembourg regulations require the Target Fund's counterparties of the OTC derivatives transactions to be institutions* that are subject to prudential supervision** and belonging to the categories approved by the CSSF. Notwithstanding, Luxembourg also allow the Target Fund to invest 5% of its NAV in derivatives issued by counterparty which do not falls in the requirements stated above. However, the general rule for selection of OTC derivative issuer by the Target Fund's manager is to have a minimum long-term credit rating of 'A-'^ and specializes*** in the OTC derivatives transactions, which is stricter than the CSSF's requirements on the credit rating of the OTC derivative counterparty. Although such internal policy may be subject to change by Schrodgers, CIMB-Principal has in place an arrangement with Schrodgers for communication of such information and the Manager will then disseminate such information expeditiously to the Unit holders.

*institutions – refers to credit institutions which are financial institutions with a banking licence and subject to prudential supervision** by CSSF.

**prudential supervision - means that a credit institution or financial institution has to be supervised by an authority/a regulator, which has the primary objective of promoting stability of these financial institutions. It also means that this authority seeks to ensure that the depositors or investors of these institutions are protected in terms of solvency and viability.

***specializes - means the OTC derivative issuer's core business is in the OTC derivatives.

[^]In this context, the rating of 'A-' refers to the rating provided by S&P or Fitch, or rating provided by any other international rating agency which the rating is equivalent to 'A-'.

Options risk

As part of the Target Fund's investment strategies, the Target Fund is allowed to write call options with the aim to generate additional income. The Target Fund manager has a predetermined set of investment rules designed to manage the risk exposure of the Target Fund. Based on the predetermined set of investment rules, the Target Fund will only sell covered call options on equities that are owned by the Target Fund. As such, the need to purchase the equity in market at unknown prices is minimized.

By writing covered call option on the equity held, the Target Fund earns a premium but the potential gain of that equity will be capped at the option strike price. Investors should understand that (i) in a rising market, the options will be exercised and therefore the Target Fund will not enjoy the potential gain above the strike price, and (ii) in a declining market, although the options will not be exercised, as the equity is still in the portfolio the Target Fund faces the same potential loss, save for the premium that it has received. Investors who are in doubt should consult their professional advisers for better understanding of this risk.

Risk of investing in emerging markets

Investing in assets from the emerging markets generally entails a greater risk (potentially including considerable legal, economic and political risks) than investing in assets from the markets of industrialized countries. Emerging markets are markets that are, by definition, "in a state of transition" and are therefore exposed to rapid political change and economic declines. During the past few years, there have been significant political, economic and societal changes in many emerging market countries. In many cases, political considerations have led to substantial economic and societal tensions, and in some cases these countries have experienced both political and economic instability. Political or economic instability can influence investor confidence, which in turn can have a negative effect on exchange rates and security prices in emerging markets. The exchange rates and the prices of securities in the emerging markets are often extremely volatile. Changes to these security prices can be caused by interest rates, changes to the balance of demand and supply, external forces affecting the market (especially in connection with important trading partners), trade-related, tax-related or monetary policies, governmental policies as well as international political and economic events.

In most cases, the securities markets in the emerging markets are still in their primary stage of development. Markets in emerging market countries are frequently characterized by illiquidity in the form of lower trading volumes of the listed securities. In comparison with investments in the developed markets, securities in the emerging markets may face a higher risk of a price drop and increased volatility in the security prices which can lead to the potential for investors to reduce their exposure to investment in securities in the emerging markets as compared to investment in securities of the developed markets. As such, investors should bear in mind that investments in emerging markets are subject to higher price volatility and therefore will tend to have a higher investment risk that will affect the Target Fund's growth.

Suspension or deferral risk

The Company reserves the right not to accept instructions to redeem on any one dealing day more than 10% of the total value of shares in issue of the Target Fund. In these circumstances, the directors of the Company may declare that the redemption of part or all shares in excess of 10% for which a redemption has been requested will be deferred until the next dealing day and will be valued at the NAV per share prevailing on that dealing day. On such dealing day, deferred requests will be dealt with in priority to later requests and in the order that requests were initially received by the management company.

The Company reserves the right to extend the period of payment of redemption proceeds to such period, not exceeding thirty calendar days, as shall be necessary to repatriate proceeds of the sale of investments in the event of impediments due to exchange control regulations or similar constraints in the markets in which a substantial part of the assets of the Target Fund are invested or in exceptional circumstances where the liquidity of the Target Fund is not sufficient to meet the redemption requests.

Investors should note that if the Fund's redemption request is deferred or suspended by the Target Fund, there may be a delay in the repayment of proceeds to the Unit holders. Please refer to page 22 on "Suspensions and deferrals" and page 30 on "Processing a withdrawal" for more information.

Additional risk associated with the investment portfolio of the Target Fund

Risk associated with distribution

Unlike the Fund which can only make distributions from realised gains, the Target Fund may make distributions out of capital and/or unrealised capital gains. Such distributions may reduce the funds or monies available for the Target Fund to generate potential capital gains, i.e. opportunity loss. Furthermore, if the distribution is being paid out of the capital, the NAV of the Target Fund will be reduced, and consequently, the Fund's NAV will also be reduced. The Target Fund endeavours to consider this impact before such distributions are made.

Distributions are made out of capital and/or unrealised only when the Target Fund have insufficient income. However, in its consideration, the Target Fund will take into account future income stream from its investments such as periodic dividend payments from dividend yielding stocks anticipated for the near future. However, Unit holders should note that such income may not be certain.

Nevertheless, the Target Fund is not designed to make distributions out of capital on an ongoing basis. Thus, where the yield of the Target Fund compress to a rate that the Target Fund's manager deemed far from the distribution payout rate, the portfolio structure of such payout rate will be reviewed and adjusted accordingly. Such adjustment may include changing the frequency of the distributions or non payment of distributions. Should there be no distribution made by the Target Fund or there is a change in the frequency of the distributions of the Target Fund, the Fund may be unable to make distribution to the Unit holders or may not be able to make distribution to the Unit holders at the frequency as determined by the Fund's manager. Investors who are in doubt should consult their professional advisers for better understanding of this risk.

Past performance of the Target Fund is not an indication of its future performance.

This Fund is established with a multi-class structure which has more than one (1) Class. Investors should note that the Fund is allowed to establish new Class(es) from time to time without prior consent from the Unit holders.

Fund's Detailed Information

Investment objective

The Fund aims to provide income* and potential capital growth to investors through investments in one collective investment scheme, which invests in equities or equity related securities worldwide.

Any material changes to the objective of the Fund would require Unit holders' approval.

Note:

* All distributions (if any) will be automatically reinvested into additional units in the Class at the NAV per unit of the Class on the distribution date (the number of units is rounded using the normal rounding policy to two decimal places), unless written instructions to the contrary are communicated by you to the Manager. Please refer to page 31 under "Distribution of the Fund" for more information.

Benchmark

The Fund is benchmark unconstrained as the Target Fund is benchmark unconstrained, i.e. it will be actively managed without reference to any specific benchmark.

Investment policy and principal investment strategy

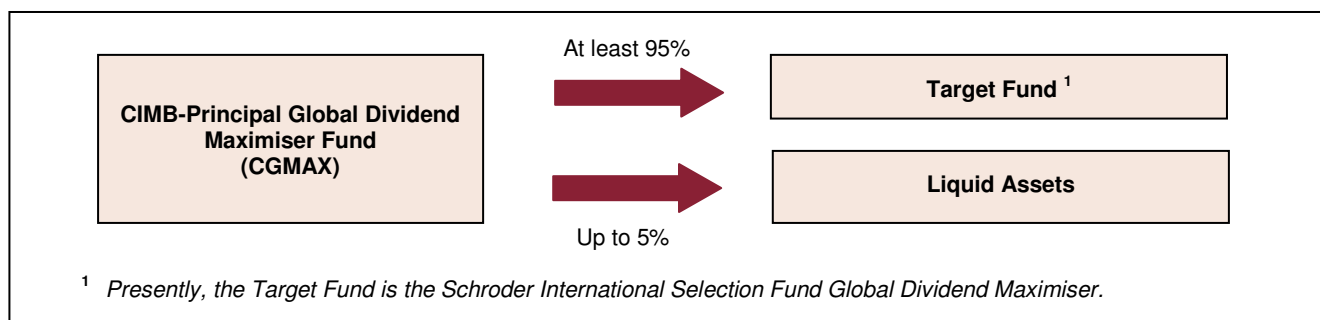
In order to achieve its objective, the Fund will invest at least 95% of its NAV in the Schroder International Selection Fund Global Dividend Maximiser (the "Target Fund"); a SICAV domiciled in Luxembourg and established on the 13 July 2007. The Fund will invest in Class A of the Target Fund, which is a share class denominated in USD with income distribution. The Fund will also maintain up to a maximum of 5% of its NAV in liquid assets.

Information on the Target Fund

Investment manager: Schroder Investment Management Limited

Management company: Schroder Investment Management (Luxembourg) S.A.

Regulatory authority: CSSF.



Asset Allocation

- At least 95% of the Fund's NAV will be invested in the Target Fund; and
- Up to 5% of the Fund's NAV will be invested in liquid assets for liquidity purposes.

Classes of the Fund

The Fund is established with a multi-class structure where the Deed dated on 30 April 2015 currently allows for 2 Classes with similar interests in the assets of the Fund, i.e. Class MYR and Class USD. Investors should note that the Fund is denominated in USD, i.e. the base currency is USD. Under the Deed, Unit holders of each Class have the same rights and obligations save and except for any difference as may be set out in the Annexure I. Each Class may be different in terms of currency denomination, fees and charges, distribution policy and Target Fund's share class, and hence, will have its respective NAV per Unit, denominated in its respective currency taking into account the aforementioned features. Although the Fund has multiple Classes, Unit holders should note that the assets of the Fund are pooled for investment purpose.

Information on Class MYR and Class USD are available in this Information Memorandum and all references to Class or Fund in this Information Memorandum will be applicable and/or refers (as the case may be) to the relevant Classes offered for sale, unless otherwise stated. For detailed information of the Classes please refer to Annexure I on page 41. Investors who are in doubt should consult their professional advisers for better understanding of the multi-class structure before investing in the Fund.

The Manager shall have the sole and absolute right to issue other classes of units to the Fund in the future with different and/or similar features including but not limited to fees, charges, currency and/or distribution policy with that of the Units without the need to obtain or seek the Unit holders' approval provided that the issuance of other classes shall not in the opinion of the Manager prejudice the rights of the Unit holder of the current Classes of Units to the Fund.

Risk management strategy

The Fund is a feeder fund that invests at least 95% of its NAV into the Target Fund. Hence, the risk management strategies and techniques employed will be at the Target Fund level whereby the fund manager of the Target Fund employs a risk management

process which combines financial techniques and instruments to manage at any time the risk of various positions and their contribution to the overall risk of the Target Fund's portfolio.

Temporary defensive position

The Manager does not intend to adopt a temporary defensive position for the Fund in response to adverse market, economic and/or any other conditions to allow the Fund to mirror the performance of the Target Fund in either bullish or bearish market condition. However, the defensive strategies may be implemented at the Target Fund level subject to Schrodgers' view on markets and strategy. Investors should note that Schrodgers may or may not choose to adopt the temporary defensive position; this will in turn impact the performance of the Fund.

Replacement of Target Fund

If, in the opinion of the Manager, the Target Fund no longer meets the Fund's investment objective, and/or when acting in the best interests of Unit holders, CIMB-Principal may replace the Target Fund with another collective investment scheme that is consistent with the investment objective and investment strategies of this Fund, subject to the approval of the Unit holders.

The switch to another collective investment scheme may be performed on a staggered basis to facilitate a smooth transition. This is applicable should the Target Fund impose any conditions in relation to redemption of units or if the manager of the newly identified target fund exercises its discretion to apply dilution adjustment in relation to applications for units. Thus, the time frame required to perform the transition will depend on such conditions, if any, imposed by the Target Fund as well as any conditions associated with a dilution adjustment that may be made by the newly identified target fund level. Hence during the transition period, the Fund's investment may differ from the stipulated investment objective, investment strategies and/or investment restrictions and limits.

Note:

Dilution adjustment is an allowance for fiscal and other charges that is added to the net asset value per unit to reflect the costs of investing application monies in underlying assets of the Target Fund. The adjustment is intended to be used to ensure that all investors in the Target Fund are treated equitably by allocating transaction costs to the investors whose transactions give rise to those costs.

Authorised investments

Subject to the Deed, the investment policy for the Fund and the requirements of the SC and any other regulatory body, the Manager has the absolute discretion as to how the assets of the Fund are to be invested. The following types of investments permitted for the Fund, which are in line with the Fund's objective, include but are not limited to:

- One collective investment scheme (local or foreign) ;
- Liquid assets such as Deposits and money market instruments with licensed domestic and foreign financial institutions;
- Derivative instruments, including but not limited to options, futures contracts, forward contracts and swaps for hedging purposes; and
- Any other form of investments as may be determined by the Management Company from time to time that is in line with the Fund's objective.

Investment restrictions and limits

The Fund is subject to the following investment restrictions and limits:

Collective investment scheme: The Fund must be invested in one (1) collective investment scheme.

Liquid assets: The Fund may invest up to 5% of the NAV of the Fund (or such other amount agreed by both the Manager and the Trustee from time to time) in liquid assets.

Valuation of authorised investments

Valuation of the Fund will be carried out by the Manager in a fair manner in accordance with the applicable law and guidelines. The valuation bases for the authorised investments of the Fund are as below:

- **Collective investment scheme**
The value of the unlisted collective investment scheme i.e. Target Fund shall be determined by reference to the last published repurchase or redemption price for that collective investment scheme.
- **Money market instruments**
Valuation of money market instruments with licensed domestic and foreign financial institutions such as repurchase agreements shall be determined each day by reference to the principal value of such authorised investments and the accrued income for the relevant period.
- **Deposits**
The value of Deposits shall be determined each day by reference to the nominal value of such authorised investment and the accrued income thereon for the relevant period.
- **Derivatives**
The value of unlisted derivatives will be determined by the financial institution that issued the instrument and that value will be the fair value as determined in good faith by the Manager on methods or basis which have been verified by the Auditor of the Fund and approved by the Trustee.

The value of any listed derivatives, which are quoted on an approved exchange, shall be calculated by reference to the last transacted price on that approved exchange. If the last transacted price does not represent the fair value of the securities, then the securities shall be valued at fair price as determined by reference to the Manager, based on the methods or bases approved by the Trustee after appropriate technical consultation, such as the mean of bid and offer prices at the close of trading. Suspended derivatives will be valued at their last done price unless there is conclusive evidence to show that the value has gone below the suspended price or where the quotation of the derivatives has been suspended for a period exceeding 14 days, whereupon their fair value will be determined in good faith by the Manager based on the methods or bases approved by the Trustee after appropriate technical consultation.

As the value of the Fund's assets is denominated in a foreign currency, the assets are translated on a daily basis to USD based on the bid foreign exchange rate quoted by either Reuters or Bloomberg, at United Kingdom time 4:00 p.m. the same day as per the Investment Management Standard (FIMM/IMS(I&SP)-004 (2nd Edition)) issued by the Federation of Investment Managers Malaysia, which may be amended or updated from time to time.

Borrowings/Financing

The Fund may not obtain cash financing or other assets in connection with its activities. However, the Fund may obtain cash financing for the purpose of meeting withdrawal requests for units and for short-term bridging requirements.

Schroder International Selection Fund Global Dividend Maximiser

Schroder International Selection Fund (the "Company") is an umbrella open-ended investment company with limited liability, organised as a "société anonyme" under the laws of the Grand Duchy of Luxembourg and qualifies as a SICAV under Part 1 of the Law. The Company was incorporated on 5 December 1968 and its articles of association of the Company were published in the Mémorial; the official gazette of Luxembourg, on 16 December 1968. The articles of association of the Company were last amended on 11 October 2011. The Company is registered under Number B-8202 with the "Registre de Commerce et des Sociétés", where the articles of association have been filed and available for inspection. The Company exists for an indefinite period.

The Company operate separate funds, each of which is represented by one or more classes of shares. The funds are distinguished by their specific investment policy or any other specific features. The Company constitutes a single legal entity, but the assets of each fund shall be invested for the exclusive benefit of the shareholders of the corresponding fund and the assets of a specific fund are solely accountable for the liabilities, commitments and obligations of that fund.

The Schroder International Selection Fund Global Dividend Maximiser (the "Target Fund") is a fund under the Company which was established on 13 July 2007. The legislation governing the establishment and operation of the Target Fund is Luxembourg legislation.

The directors of the Company have appointed Schroder Investment Management (Luxembourg) S.A. as its management company to perform investment management, administration and marketing functions. Schroder Investment Management (Luxembourg) S.A. is regulated by the CSSF. Schroder Investment Management (Luxembourg) S.A. was incorporated as a "société anonyme" in Luxembourg on 23 August 1991 and has an issued share capital of EUR 12,867,092.98. Schroder Investment Management (Luxembourg) S.A. has been authorized as a management company under Chapter 15 of the Law and, as such, provides collective portfolio management services to undertakings for collective investment.

Schroder Investment Management (Luxembourg) S.A. is also acting as a management company for three other Luxembourg domiciled Société d'Investissement à Capital Variable: Schroder GAIA, Schroder Special Situations Fund and Schroder Alternative Solutions.

The foreign jurisdiction from where the Target Fund originates and name of the regulator responsible for regulating the Target Fund and the parties responsible for the Target Fund:

Jurisdiction	:	Grand Duchy of Luxembourg
Name of Regulator	:	CSSF.
Investment Manager	:	Schroder Investment Management Limited
Custodian and fund administrator	:	J.P. Morgan Bank Luxembourg S.A.

Investment objective and investment strategies

To provide income and capital growth primarily[#] through investment in equities or equity related securities worldwide. The fund will also selectively enter into option contracts to generate additional income, as more fully described below.

To enhance the yield of the fund the investment manager will selectively sell short dated call options over individual securities held by the fund, in order to generate extra income by effectively agreeing target 'strike' prices at which those securities will be sold in the future. The investment manager is also permitted to sell put options on securities to be bought in the future, at target prices that are pre-set below the current market level*.

Note:

[#] In this context, primarily means more than 50% of the Target Fund's NAV. As at 31 August 2014, 94.86% of the Target Fund's NAV were invested in equities.

* The Target Fund manager has a predetermined set of investment rules designed to ensure the risk exposure of the Target Fund is controlled at all times in which the Target Fund has to abide with. Based on the predetermined set of investment rules, the Target Fund will only sell covered call options on the securities that are owned by the Target Fund.

Benchmark

The Target Fund has no benchmark as it is benchmark unconstrained.

Asset Allocation

The Target Fund does not have a fixed asset allocation as its investment strategy is benchmark unconstrained. However, the investment team of the Target Fund is guided by a predetermined set of asset allocation, designed to ensure a minimum level of diversification whilst providing flexibility to the fund managers. Given the objective and investment strategy of the Target Fund, the predetermined set of asset allocation and its ranges are subject to change.

As at LPD, the expected predetermined set of asset allocation and its ranges are as follows:

- Equities 90%-100% of the SGMAX's NAV
- Units of UCITS and/or other UCI that are not managed by Schroders 0%-10% of the SGMAX's NAV
- Covered call options 60% - 80% of the SGMAX's NAV
- Cash 0%-10% of the SGMAX's NAV

Note:

The Target Fund has the flexibility to invest into other derivatives such as index futures and put options. However, the Target Fund manager does not intend to invest in other derivatives except covered call options.

Specific Risks of the Target Fund

Please refer to page 7 of the Information Memorandum.

Investment and borrowing restrictions of the Target Fund

The investment restrictions imposed by Luxembourg law must be complied by the Target Fund. Those restrictions in section 1(D) below are applicable to the Company as a whole.

1. Investment in transferable securities and liquid assets

(A) The Company will invest in:

- (1) transferable securities in and money market instruments admitted to or dealt in on a regulated market; and/or
- (2) transferable securities and money market instruments dealt in on another market in a member state of the EU which is regulated, operated regularly and is recognized and open to the public; and/or
- (3) transferable securities and money market instruments added to official listing on a stock exchange in a non-member state of the EU, which is regulated, operated regularly and recognized and open to the public; and/or
- (4) recently issued transferable securities and money market instruments, provided that
 - (I) the terms of issue include an undertaking that application will be made for admission to official listing on a stock exchange or on another regulated market which operates regularly, is recognized and open to the public and,
 - (II) such admission is secured within one year of the issue; and/or
- (5) units of UCITS and/or of other UCI, whether situated in an EU member state or not, provided that:
 - (I) such other UCIs have been authorized under laws which provide that they are subject to supervision considered by the CSSF to be equivalent to that laid down in EU UCI Law, and that cooperation between authorities is sufficiently ensured,
 - (II) the level of protection for shareholders in such other UCIs is equivalent to that provided for shareholders in a UCITS, and in particular that the rules on assets segregation, borrowing, lending, and uncovered sales of transferable securities and money market instruments are equivalent to the requirements of the UCITS IV Directive,
 - (III) the business of such other UCIs is reported in half-yearly and annual reports to enable an assessment of the assets and liabilities, income and operations over the reporting period,
 - (IV) no more than 10% of the assets of the UCITS or of the other UCIs, whose acquisition is contemplated, can, according to their constitutional documents, in aggregate be invested in units of other UCITS or other UCIs; and/or
- (6) deposits with credit institutions which are repayable on demand or have the right to be withdrawn, and maturing in no more than 12 months, provided that the credit institution has its registered office in a country which is an EU member state or, if the registered office of the credit institution is situated in a non-EU member state, provided that it is subject to prudential rules considered by the CSSF as equivalent to those laid down in EU UCI Law; and/or
- (7) financial derivative instruments, including equivalent cash-settled instruments, dealt on a regulated market, and/or financial derivative instruments dealt OTC, provided that:
 - (I) the underlying consists of securities covered by this section 1(A), financial indices, interest rates, foreign exchange rates or currencies, in which the Target Fund may invest according to their investment objective;
 - (II) the counterparties to OTC derivative transactions are institutions subject to prudential supervision, and belonging to the categories approved by the CSSF;
 - (III) the OTC derivatives are subject to reliable and verifiable valuation on a daily basis and can be sold, liquidated or closed by an offsetting transaction at any time at their fair value at the Company's initiative,

and/or
- (8) money market instruments other than those dealt in on a regulated market, if the issue or the issuer of such instruments are themselves regulated for the purpose of protecting investors and savings, and provided that such investments are:

- (I) issued or guaranteed by a central, regional or local authority or by a central bank or an EU member state, the European central bank, the EU or the European investment bank, a non-EU member state or, in case of a federal state, by one of the members making up the federation, or by a public international body to which one or more EU member states belong, or
 - (II) issued by an undertaking any securities of which are dealt in on regulated markets, or
 - (III) issued or guaranteed by an establishment subject to prudential supervision, in accordance with criteria defined in EU UCI Law, or
 - (IV) issued by other bodies belonging to categories approved by the CSSF provided that investments in such instruments are subject to investor protection equivalent to that laid down in the first, the second or the third indent and provided that the issuer is a company whose capital and reserves amount to at least EUR10,000,000 and which presents and publishes its annual accounts in accordance with the fourth directive 78/660/EEC, in an entity, within a group of companies which includes one or several listed companies, is dedicated to the financing of the group or is an entity which is dedicated to the financing of securitization vehicles which benefit from a banking liquidity line.
- (9) In addition, the Company may invest a maximum of 10% of the NAV of the Target Fund in transferable securities or money market instruments other than those referred to under (1) to (8) above.
- (10) Under the conditions and within the limits laid down by the UCI Law, the Company may, to the widest extent permitted by the Luxembourg laws and regulations (i) create the Target Fund qualifying either as a feeder UCITS or as a master UCITS, (ii) convert the Target Fund into a feeder UCITS, or (iii) change the master UCITS of any of its feeder UCITS.

A feeder UCITS shall invest at least 85% of its assets in the units of another master UCITS. A feeder UCITS may hold up to 15% of its assets in one or more of the following:

- ancillary liquid assets in accordance to paragraph B below;
- financial derivative instruments, which may be used only for hedging purposes.

For the purposes of compliance with section 3 below, the feeder UCITS shall calculate its global exposure related to financial derivative instruments by combining its own direct exposure under the above paragraph, (b) with either:

- the master UCITS actual exposure to financial derivative instruments in proportion to the feeder UCITS investment into the master UCITS; or
- the master UCITS potential maximum global exposure to financial derivative instruments provided for in the master UCITS management regulations or instruments of incorporation in proportion to the feeder UCITS investment into the master UCITS..

- (A) The Target Fund may hold ancillary liquid assets. Liquid assets used to back-up financial derivative exposure are not considered as ancillary liquid assets.
- (B) (1) The Target Fund may invest no more than 10% of its NAV in transferable securities or money market instruments issued by the same issuing body (and in the case of structured financial instruments embedding derivative instruments, both the issuer of the structured financial instruments and the issuer of the underlying securities). The Target Fund may not invest more than 20% of its new assets in deposits made with the same body. The risk exposure to a counterparty of the Target Fund in an OTC derivative transaction may not exceed 10% of its net assets when the counterparty is a credit institution referred to in paragraph 1(A) (6) above or 5% of its net assets in other cases.
- (2) Furthermore, where the Target Fund holds investments in transferable securities and money market instruments of any issuing body which individually exceed 5% of the NAV of the Target Fund, the total value of such investments must not account for more than 40% of the NAV of the Target Fund.

This limitation does not apply to deposits and OTC derivative transactions made with financial institutions subject to prudential supervision.

Notwithstanding the individual limits laid down in paragraph (C) (1), the Target Fund may not combine:

- investments in transferable securities or money market instruments issued by,
 - deposits made with, and/or
 - exposures arising from OTC derivative transactions undertaken with a single body in excess of 20% of its new assets.
- (3) The limit of 10% laid down in paragraph (C)(1) above shall be 35% in respect of transferable securities or money market instruments which are issued or guaranteed by an EU member state, its local authorities or by an eligible state or by public international bodies of which one or more EU member states are members.
- (4) The limit of 10% laid down in paragraph (C)(1) above shall be 25% in respect of debt securities which are issued by highly rated credit institutions having their registered office in an EU member state and which are subject to law to a special public supervision for the purpose of protecting the holders of such debt securities, provided that the amount resulting from the issue of such debt securities are invested, pursuant to applicable provisions of the law, in assets which are sufficient to cover the liabilities arising from such debt securities during the whole period of validity thereof and which are assigned to the preferential repayment of capital and accrued interest in the case of a default by such issuer.

If the Target Fund invests more than 5% of its assets in the debt securities referred to in the sub-paragraph above and issued by one issuer, the total value of such investments may not exceed 80% of the value of the assets of the Target Fund.

- (5) The transferable securities and money market instruments referred to in paragraphs (C)(3) and (C)(4) are not included in the calculation of the limit of 40% referred to in paragraph (C)(2).

The limits set out in paragraphs (C)(1), (C)(2), (C)(3) and (C)(4) above may not be aggregated and, accordingly, the value of investments in transferable securities and money market instruments issued by the same body, in deposits or financial derivative instruments made with this body, effected in accordance with paragraphs (C)(1), (C)(2), (C)(3) and (C)(4) may not, in any event, exceed a total of 35% of the Target Fund's NAV.

Companies which are included in the same group for the purposes of consolidated accounts, as defined in accordance with directive 83/349/EEC or in accordance with recognised international accounting rules, are regarded as a single body for the purpose of calculating the limits contained in this paragraph (C).

The Target Fund may cumulatively invest up to 20% of its net assets in transferable securities and money market instruments within the same group.

- (6) Without prejudice to the limits laid down in paragraph (D), the limits laid down in this paragraph (C) shall be 20% for investments in shares and/or bonds issued by the same body when the aim of the Target Fund's investment policy is to replicate the composition of a certain stock or bond index which is recognised by the CSSF, provided
- the composition of the index is sufficiently diversified,
 - the index represents an adequate benchmark for the market to which it refers,
 - it is published in an appropriate manner.

The limit laid down in the sub-paragraph above is raised to 35% where it proves to be justified by exceptional market conditions in particular in regulated markets where certain transferable securities or money market instruments are highly dominant provided that investment up to 35% is only permitted for a single issuer.

- (7) Where the Target Fund has invested in accordance with the principle of risk spreading in transferable securities or money market instruments issued or guaranteed by an EU member state, by its local authorities or by an eligible state or by public international bodies of which one or more EU member states are members, the Company may invest 100% of the NAV of the Target Fund in such securities provided that the Target Fund must hold securities from at least six different issues and the value of securities from any one issue must not account for more than 30% of the NAV of the Target Fund.

- (C) (1) The Company may not normally acquire shares carrying voting rights which would enable the Company to exercise significant influence over the management of the issuing body.
- (2) The Target Fund may acquire no more than (a) 10% of the non-voting shares of any single issuing body, (b) 10% of the value of debt securities of any single issuing body, (c) 10% of the money market instruments of the same issuing body, and/or (d) 25% of the units of the same UCI. However, the limits laid down in (b), (c) and (d) above may be disregarded at the time of acquisition if at that time the gross amount of the debt securities or of the money market instruments or the net amount of securities in issue cannot be calculated.

The limits set out in paragraph (D)(1) and (2) above shall not apply to:

- (1) transferable securities and money market instruments issued or guaranteed by an EU member state or its local authorities;
- (2) transferable securities and money market instruments issued or guaranteed by any other eligible state;
- (3) transferable securities and money market instruments issued by public international bodies of which one or more EU member states are members; or
- (4) shares held in the capital of a company incorporated in a non-EU member state which invests its assets mainly in the securities of issuing bodies having their registered office in that state where, under the legislation of that state, such holding represents the only way in which the Target Fund's assets may invest in the securities of the issuing bodies of that state, provided, however, that such company in its investment policy complies with the limits laid down in Articles 43, 46 and 48 (1) and (2) of the UCI Law.

- (D) The Target Fund may not invest more than 10% of its net assets in units of UCITS or other UCIs with the exception of the multi manager funds and funds identified as feeder UCITS as provided for in the investment objective. In addition, the following limits shall apply:

- (1) If the Target Fund is allowed to invest more than 10% of its net assets in units of UCITS and/or UCIs, the Target Fund may not invest more than 20% of its net assets in units of a single UCITS or other UCI. Investments made in units of UCIs other than UCITS may not, in aggregate, exceed 30% of the net assets of a sub-fund.
- (2) When the Target Fund invests in the units of other UCITS and/or other UCIs linked to the Company by common management or control, or by a direct or indirect holding of more than 10% of the capital or the voting rights, or managed by a management company linked to the investment manager, no subscription or redemption fees may be charged to the Company on account of its investment in the units of such other UCITS and/or UCIs. In respect of the Target Fund's investments in UCITS and other UCIs linked to the Company as described in the preceding paragraph, there shall be no management fee charged to that portion of the assets of the relevant fund. The Company will indicate in its annual report the total management fees charged both to the relevant fund and to the UCITS and other UCIs in which the Target Fund has invested during the relevant period.

- (3) The Company may acquire no more than 25% of the units of the same UCITS and/or other UCI. This limit may be disregarded at the time of acquisition if at that time the gross amount of the units in issue cannot be calculated. In case of a UCITS or other UCI with multiple sub-funds, this restriction is applicable by reference to all units issued by the UCITS/UCI concerned, all sub-funds combined.
 - (4) The underlying investments held by the UCITS or other UCIs in which the Target Fund invest do not have to be considered for the purpose of the investment restrictions set forth under section 1(C) above.
- (E) The Target Fund (the investing fund) may subscribe, acquire and/or hold securities to be issued or issued by one or more funds (each a target fund) without the Company being subject to the requirements of the UCI Law of 10 August 1915 on commercial companies, as amended, with respect to the subscription, acquisition and/or the holding company by a company of its own shares, under the condition however that:
- (1) the target fund(s) do(es) not, in turn, invest in the investing fund invested in this(these) target fund(s); and
 - (2) no more than 10% of the assets that the target fund(s) whose acquisition is contemplated may be invested in units of other target funds; and
 - (3) voting rights, if any, attaching to the shares of the target fund(s) are suspended for as long they are held by the investing fund concerned and without prejudice to the appropriate processing in the accounts and the periodic reports; and
 - (4) in any event, for as long as these securities are held by the investing fund, their value will not be taken into consideration for the calculation of the net assets of the Company for the purposes of verifying the minimum threshold of the net assets imposed by the UCI Law; and
 - (5) there is no duplication of management/subscription or repurchase fees between those at the level of the investing fund having invested in the target fund(s), and this(these) target fund(s).

2. Investment in other assets

- (A) The Company will neither make investments in precious metals, commodities or certificates representing these. In addition, the Company will not enter into financial derivative instruments on precious metals or commodities. This does not prevent the Company from gaining exposure to precious metals or commodities by investing into financial instruments backed by precious metals or commodities or financial instruments whose performance is linked to precious metals or commodities.
- (B) The Company will not purchase or sell real estate or any option, right or interest therein, provided the Company may invest in securities secured by real estate or interests therein or issued by companies which invest in real estate or interests therein.
- (C) The Company may not carry out uncovered sales of transferable securities, money market instruments or other financial instruments referred to in sections 1(A)(5), (7) and (8).
- (D) The Company may not borrow for the account of the Target Fund, other than amounts which do not in aggregate exceed 10% of the NAV of the Target Fund, and only as a temporary measure. For the purpose of this restriction back to back loans are not considered to be borrowings.
- (E) The Company will not mortgage, pledge, hypothecate or otherwise encumber as security for indebtedness any securities held for the account of the Target Fund, except as may be necessary in connection with the borrowings mentioned in paragraph (D) above, and then such mortgaging, pledging, or hypothecating may not exceed 10% of the NAV of the Target Fund. In connection with swap transactions, option and forward exchange or futures transactions the deposit of securities or other assets in a separate account shall not be considered a mortgage, pledge or hypothecation for this purpose.
- (F) The Company will not underwrite or sub-underwrite securities of other issuers.
- (G) The Company will on a fund by fund basis comply with such further restrictions as may be required by the regulatory authorities in any country in which the shares are marketed.

3. Financial derivative instruments

As specified in section 1(A)(7) above, the Company may in respect of the Target Fund invest in financial derivative instruments.

The Company shall ensure that the global exposure of the Target Fund relating to financial derivative instruments does not exceed the total net assets of the Target Fund. The Target Fund's overall risk exposure shall consequently not exceed 200% of its total net assets. In addition, this overall risk exposure may not be increased by more than 10% by means of temporary borrowings (as referred to in section 2(D) above) so that it may not exceed 210% of the Target Fund's total net assets under any circumstances.

The global exposure relating to financial derivative instruments is calculated taking into account the current value of the underlying assets, the counterparty risk, foreseeable market movements and the time available to liquidate the positions. This shall also apply to the following sub-paragraphs.

The Target Fund may invest, as a part of its investment policy and within the limits laid down in section 1(A)(7) and section 1(C)(5), in financial derivative instruments provided that the exposure to the underlying assets does not exceed in aggregate the investment limits laid down in sections 1(C)(1) to (7). When the Target Fund invests in index-based financial derivative instruments compliant with the provisions of sections 1(C)(1) to (7), these investments do not have to be combined with the

limits laid down in section 1(C). The frequency of the review and rebalancing of the composition of the underlying index of such financial derivative instruments varies per index and could be daily, weekly, monthly, quarterly or annually. The rebalancing frequency will have no impact in terms of costs in the context of the performance of the investment objective of the Target Fund. When a transferable security or money market instrument embeds a financial derivative instrument, the latter must be taken into account when complying with the requirements of these restrictions. Transferable securities or money market instruments backed by other assets are not deemed to embed a financial derivative instrument.

The Target Fund may use financial derivative instruments for investment purposes and for hedging purposes, within the limits of the Regulations. Under no circumstances shall the use of these instruments and techniques cause the Target Fund to diverge from its investment policy or objective.

Agreements on OTC derivatives

The Target Fund may enter into agreements on OTC derivatives. The counterparties to any OTC financial derivative transactions, such as total return swaps or other financial derivative instruments with similar characteristics, entered into by the Target Fund, are selected from a list of authorised counterparties established with the management company. The counterparties will be first class institutions which are either credit institutions or investment firm, which are subject to prudential supervision. The list of authorised counterparties may be amended with the consent of the management company. The identity of the counterparties will be disclosed in the annual report of the Company.

The counterparties to total return swaps do not assume any discretion over the composition or management of the fund's investment portfolio or over the underlying asset. The approval of the counterparties is not required to any portfolio transactions by the Target Fund.

The global exposure relating to financial derivative instruments will be calculated using a commitment approach. For details, please refer to the Target Fund's prospectus available for download at www.schroders.com.

Global exposure

The Target Fund's global exposure is limited to the total net value of its portfolio.

Commitment Approach

Under the commitment approach, financial derivative positions of the Target Fund are converted into equivalent positions in the underlying asset, using market price or future price or notional value when more conservative.

4. Use of techniques and instruments relating to transferable securities and money market instruments

Techniques and instruments (including, but not limited to, securities lending or repurchase agreements) relating to transferable securities and money market instruments may be used by the Target Fund for the purpose of efficient portfolio management and where this is in the best interest of the Target Fund and in line with its investment objective and investor profile.

To the extent permitted by and within the limits prescribed by the regulations, the Target Fund may for the purpose of generating additional capital or income or for reducing its costs or risks, enter as purchaser or seller into optional or non-optional repurchase transactions and engage in securities lending transactions.

The Company will, for the time being, not enter into repurchase and reverse repurchase agreements nor engage in securities lending transactions. Should the Company decide to use such techniques and instruments in the future, the Company will update the Target Fund's prospectus accordingly and will comply with the regulations and in particular CSSF circular 13/559 relating to ESMA guidelines on ETFs and other UCITS issues.

Securities lending

Should the Company engage in securities lending, the Target Fund will only engage in securities lending transactions with first class institutions specialising in these types of transactions and which are subject to prudential supervision considered by the CSSF to be equivalent to that laid down in EU law.

The Target Fund must ensure that it is able at any time to recall any security that has been lent out or terminate any securities lending agreement into which it has entered.

In respect of securities loans, the Target Fund will ensure that its counterparty delivers and each day maintains collateral of at least the market value of the securities lent. Such collateral must be in the form of cash or securities that satisfy the requirements of the Regulations. Such collateral shall comply with the requirements set out in section 5. "Management of Collateral" below.

Reverse repurchase and repurchase agreements

Should the Company engage in reverse repurchase and repurchase agreements, the Target Fund will only enter into reverse repurchase and repurchase agreements with counterparties which are subject to prudential supervision rules considered by the CSSF as equivalent to that laid down in EU law.

If the Target Fund enters into a reverse repurchase agreement, the Target Fund shall ensure that it is able at any time to recall the full amount of cash or to terminate the reverse repurchase agreement.

If the Target Fund enters into a repurchase agreement, the Target Fund shall ensure that it is able at any time to recall any securities subject to the repurchase agreement or to terminate the repurchase agreement into which it has entered.

Fixed-term repurchase and reverse repurchase agreement that do not exceed seven days shall be considered as arrangements on terms that allow the assets to be recalled at any time by the Target Fund.

The Target Fund shall ensure that the level of its exposure to repurchase and reverse repurchase agreements is such that it is able to comply at all times with its redemption obligations.

5. Management of collateral

The risk exposures to a counterparty arising from OTC financial derivative transactions and efficient portfolio management techniques shall be combined when calculating the counterparty risk limits provided for in section 1(C) above. Where the Target Fund enters into OTC financial derivative transactions and efficient portfolio management techniques, all collateral used to reduce counterparty risk exposure shall comply with the following criteria at all times:

(A) Any collateral received other than cash shall be highly liquid and traded on a regulated market or multilateral trading facility with transparent pricing in order that it can be sold quickly at a price that is close to pre-sale valuation. Collateral received shall also comply with the provisions in section 1(D) above.

(B) Collateral received shall be valued on at least a daily basis. Assets that exhibit high price volatility shall not be accepted as collateral unless suitably conservative haircuts are in place.

(C) Collateral received shall be of high quality.

(D) The collateral received shall be issued by an entity that is independent from the counterparty and is expected not to display a high correlation with the performance of the counterparty.

(E) Collateral shall be sufficiently diversified in terms of country, markets and issuers. The criterion of sufficient diversification with respect to issuer concentration is considered to be respected if the Target Fund receives from a counterparty of efficient portfolio management and over-the-counter financial derivative transactions a basket of collateral with a maximum exposure to a given issuer of 20% of its NAV. When the Target Fund is exposed to different counterparties, the different baskets of collateral shall be aggregated to calculate the 20% limit of exposure to a single issuer.

(F) Where there is a title transfer, the collateral received shall be held by the custodian. For other types of collateral arrangement, the collateral can be held by a third party custodian which is subject to prudential supervision, and which is unrelated to the provider of the collateral.

(G) Collateral received shall be capable of being fully enforced by the Target Fund at any time without reference to or approval from the counterparty.

(H) Non-cash collateral received shall not be sold, re-invested or pledged.

(I) Cash collateral that isn't received on behalf of currency hedged share classes shall only be:

- (1) placed on deposit with entities as prescribed in section 1(A)(6) above;
- (2) invested in high-quality government bonds;
- (3) used for the purpose of reverse repurchase transactions provided the transactions are with credit institutions subject to prudential supervision and the Target Fund is able to recall at any time the full amount of cash on accrued basis;
- (4) invested in short-term money market funds as defined in the "ESMA Guidelines on a Common Definition of European Money Market Funds". Re-invested cash collateral shall be diversified in accordance with the diversification requirements applicable to non-cash collateral.

Re-invested cash collateral shall be diversified in accordance with the diversification requirements applicable to non-cash collateral.

Collateral policy

Collateral received by the Target Fund shall primarily* be limited to cash and government bonds.

* In this context, primarily means more than 50% of the collateral's value. As at LPD, cash and government bonds represent about 100% of the collateral's value.

Haircut policy

The following haircuts for collateral in OTC transactions are applied by the management company (the management company reserves the right to vary this policy at any time in which case the prospectus of Target Fund will be updated accordingly):

Eligible collateral	Remaining maturity	Valuation percentage
Cash	N/A	100%
Government bonds	One year or under	98%
	More than one year up to and including five years	97%
	More than five years up to and including ten years	95%
	More than ten years up to and including thirty years	93%
	More than thirty years up to and including forty years	90%
	More than forty years up to and including fifty years	87%

6. Risk management process

The Company will employ a risk management process which enables it with the investment manager to monitor and measure at any time the risk of the positions, the use of efficient portfolio management techniques, the management of collateral and their contribution to the overall risk profile of the Target Fund. The Company or the investment manager will employ, if applicable, a process for accurate and independent assessment of the value of any OTC derivative instruments.

Upon request of an investor, the management company will provide supplementary information relating to the quantitative limits that apply in the risk management of the Target Fund, to the methods chosen to this end and to the recent evolution of the risks and yields of the main categories of instruments.

The risk management framework is available upon request from the Company's registered office.

7. Miscellaneous

- (A) The Company may not make loans to other persons or act as a guarantor on behalf of third parties provided that for the purpose of this restriction the making of bank deposits and the acquisition of such securities referred to in paragraphs 1(A)(1), (2), (3) and (4) or of ancillary liquid assets shall not be deemed to be the making of a loan and that the Company shall not be prevented from acquiring such securities above which are not fully paid.
- (B) The Company need not comply with the investment limit percentages when exercising subscription rights attached to securities which form part of its assets.
- (C) The management company, the investment managers, the distributors, custodian and any authorised agents or their associates may have dealings in the assets of the Company provided that any such transactions are effected on normal commercial terms negotiated at arm's length and provided that each such transaction complies with any of the following:
 - (1) a certified valuation of such transaction is provided by a person approved by the directors of the management company as independent and competent;
 - (2) the transaction has been executed on best terms, on and under the rules of an organised investment exchange; or where neither (1) or (2) is practical;
 - (3) where the directors of the management company are satisfied that the transaction has been executed on normal commercial terms negotiated at arm's length.

Dilution and dilution adjustment

Dilution

The Target Fund is single priced and may suffer a reduction in value as a result of the transaction costs incurred in the purchase and sale of their underlying investments and the spread between the buying and selling prices of such investments caused by subscriptions, redemptions and/or switches in and out of the Target Fund. This is known as dilution. In order to counter this and to protect Shareholders' interests, the management company of the Target Fund will apply "swing pricing" as part of its daily valuation policy. This will mean that in certain circumstances the management company of the Target Fund will make adjustments in the calculations of the NAV per share, to counter the impact of dealing and other costs on occasions when these are deemed to be significant.

Dilution adjustment

In the usual course of business the application of a dilution adjustment will be triggered mechanically and on a consistent basis.

The need to make a dilution adjustment will depend upon the net value of subscriptions, switches and redemptions received by the Target Fund for each of its dealing day. The management company of the Target Fund therefore reserves the right to make a dilution adjustment where a Target Fund experiences a net cash movement which exceeds a threshold set by the directors of the Company from time to time of the previous dealing day's total NAV. Currently, the threshold for the Target Fund is set at 1%. Investors should note that Schroders has absolute discretion in changing the threshold for the Target Fund, when deemed necessary.

The management company of the Target Fund may also make a discretionary dilution adjustment if, in its opinion, it is in the interest of existing Shareholders to do so.

Where a dilution adjustment is made, it will increase the NAV per share when there are net inflows into the Target Fund and decrease the NAV per share when there are net outflows. The NAV per share of each share class in the Target Fund will be calculated separately but any dilution adjustment will, in percentage terms, affect the NAV per share of each share class identically.

As dilution is related to the inflows and outflows of money from the Target Fund it is not possible to accurately predict whether dilution will occur at any future point in time. Consequently it is also not possible to accurately predict how frequently the management company of the Target Fund will need to make such dilution adjustments.

Because the dilution adjustment for the Target Fund will be calculated by reference to the costs of dealing in the underlying investments of the Target Fund, including any dealing spreads, which can vary with the market conditions, this means that the amount of the dilution adjustments can vary over time but will not exceed 2% of the Target Fund's NAV.

The directors of the Company are authorized to apply other appropriate valuation principles for the assets of the Target Fund and/or assets of a given share class if the aforesaid valuation methods appear impossible or inappropriate due to extraordinary circumstances or events.

Suspensions or deferrals

- (A) The Company reserves the right not to accept instructions to redeem on any one dealing day more than 10% of the total value of shares in issue of the Target Fund. In these circumstances, the directors of the Company may declare that the redemption of part or all shares in excess of 10% for which a redemption has been requested will be deferred until the next dealing day and will be valued at the NAV per share prevailing on that dealing day. On such dealing day, deferred requests will be dealt with in priority to later requests and in the order that requests were initially received by the management company.
- (B) The Company reserves the right to extend the period of payment of redemption proceeds to such period, not exceeding thirty calendar days, as shall be necessary to repatriate proceeds of the sale of investments in the event of impediments due to exchange control regulations or similar constraints in the markets in which a substantial part of the assets of the Target Fund are invested or in exceptional circumstances where the liquidity of the Target Fund is not sufficient to meet the redemption requests.
- (C) The Company may suspend or defer the calculation of the NAV per share of any share class in the Target Fund and the issue and redemption of any shares in the Target Fund:
- (1) during any period when any of the principal stock exchanges or any other regulated market on which any substantial portion of the Company's investments of the relevant share class for the time being are quoted, is closed, or during which dealings are restricted or suspended; or
 - (2) during any period when the determination of the NAV per share of and/or the redemptions in the underlying investment funds representing a material part of the assets of the relevant fund is suspended; or
 - (3) during the existence of any state of affairs which constitutes an emergency as a result of which disposal or valuation of investments of the Target Fund by the Company is impracticable; or
 - (4) during any breakdown in the means of communication normally employed in determining the price or value of any of the Company's investments or the current prices or values on any market or stock exchange; or
 - (5) during any period when the Company is unable to repatriate funds for the purpose of making payments on the redemption of such shares or during which any transfer of funds involved in the realisation or acquisition of investments or payments due on redemption of such shares cannot in the opinion of the directors of the Company be effected at normal rates of exchange; or
 - (6) if the Company or the Target Fund is being or may be wound-up or merged on or following the date on which notice is given of the meeting of Shareholders at which a resolution to wind up the Company or the Target Fund is proposed; or
 - (7) if the directors of the Company have determined that there has been a material change in the valuations of a substantial proportion of the investments of the Company attributable to a particular share class in the preparation or use of a valuation or the carrying out of a later or subsequent valuation; or
 - (8) during any other circumstance or circumstances where a failure to do so might result in the Company or its shareholders incurring any liability to taxation or suffering other pecuniary disadvantages or other detriment.
- (D) The suspension of the calculation of the NAV per share of the Target Fund or share class shall not affect the valuation of other funds or share classes, unless these funds or share classes are also affected.
- (E) During a period of suspension or deferral, a Shareholder may withdraw his request in respect of any shares not redeemed, by notice in writing received by the management company before the end of such period.

The shareholders of the Company will be informed of any suspension or deferral as appropriate.

Note: Investors should note that if the Fund's redemption request is deferred or suspended by the Target Fund, there may be a delay in the repayment of proceeds to the Unit holders. Please refer to page 29 on "Processing a withdrawal" for more information.

Fees charged by the Target Fund

Fees/Expenses	%
Initial charge	Up to 5.00% (as a % of total subscription amount). Note: There is no initial charge incurred by the Fund as the initial charge imposed by the Target Fund is waived.
Management fee	Up to 1.50% per annum of the NAV of the Target Fund. Note: The management fee charged by the Target Fund will be paid out of the Management Fee charged by the Manager at the Fund level. Unit holders will incur a Management Fee at the Fund's level only and there is no double charging of management fee.
Redemption charge	Nil.
Performance fee	Nil.
Other expenses	The Company will pay all charges and expenses incurred in the operation of the Company including, without limitation, taxes, expenses for legal and auditing services, brokerage, governmental duties and charges, settlement costs and bank charges, stock exchange listing expenses and fees due to supervisory authorities in various countries, including the

	costs incurred in obtaining and maintaining registrations so that the shares of the Company may be marketed in different countries; expenses incurred in the issue, switch and redemption of shares and payment of dividends, registration fees, insurance, interest and the costs of computation and publication of share prices and postage, telephone, facsimile transmission and the use of other electronic communication; costs of printing proxies, statements, share certificates or confirmations of transactions, shareholders' reports, prospectuses and supplementary documentation, explanatory brochures and any other periodical information or documentation.
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Note: All information provided herein with regards to the Target Fund is based on the information stated in the prospectus or disclosure document of the Target Fund dated July 2014.

The Manager has obtained the consent and approval from Schroders for all information and content disclosed in this Information Memorandum relating to the Target Fund.

Fees, Charges and Expenses

Charges

The following describes the charges that you may **directly** incur when you buy or redeem units of in each Class.

Application Fee

The Application Fee will be imposed based on the NAV per unit and may differ between distribution channels.

Distribution Channels	Application Fee (% of NAV per unit) *
CWA	Up to 6.50% of the NAV per unit
IUTAs	Up to 5.50% of the NAV per unit

* Notwithstanding the maximum Application Fee disclosed above, investors may negotiate with the distributors for lower charges.

Below is an illustration on how the Application Fee is calculated:-

	Class ABC (Denominated in USD)	Class XYZ (Denominated in MYR)
Investment amount	USD 10,000	MYR 10,000
NAV per Unit	USD 1.0000	MYR 1.0000
Sales charge (NAV per Unit)	5.5%	5.5%
Units issued to Unit Holder = $\frac{\text{Investment amount}}{\text{NAV per Unit}}$	= <u>USD 10,000.00</u> USD1.00 = 10,000 Units	= <u>MYR 10,000.00</u> MYR1.00 = 10,000 Units
Sales charge per Unit = NAV per Unit x Sales charge (%)	= USD 1.0000 x 5.5% = USD 0.055	= MYR 1.0000 x 5.5% = MYR 0.055
Total sales charge	= 10,000 Units x USD 0.055 = USD 550.00	= 10,000 Units x MYR 0.055 = MYR 550.00

Please note that the above example is for illustration purpose only.

Total sales charge is rounded to the nearest 2 decimal points.

Withdrawal Fee

Nil

Switching Fee

Switching may be available between the Class and other CIMB-Principal Funds (or its classes) which must be denominated in the same currency. For information on the availability of switching, please refer to the Annexure of the respective Class.

Since switching is treated as a withdrawal from one class or fund and an investment into another class or fund (or its classes) by a Unit holder (Qualified Investor), a Switching Fee equal to the difference (if any) between the Application Fees of these two classes or funds will be charged accordingly. Switching Fee will not be charged if the fund to be switched into has a lower Application Fee.

For example, you had invested in a fund with an Application Fee of 3.00% on the NAV per unit and now wish to switch to another fund which has an Application Fee of 5.50% on the NAV per unit. Hence, you will be charged a Switching Fee of 2.50% on the NAV per unit on the amount switched.

In addition, the Manager imposes a USD35 (or equivalent) administrative fee for every switch made out of any of the CIMB-Principal Funds. However, this USD35 (or equivalent) administrative fee is waived for the first four (4) switches out of any of the CIMB-Principal Funds in every calendar year. Nonetheless, the Manager has the discretion to waive the Switching Fee and/or administrative fees.

Transfer Fee

Transfer of unit holdings to Qualified Investors are allowed subject to conditions stipulated in the Deed. A Transfer Fee of USD15 (or equivalent) may be charged for each transfer. However, the Manager has the discretion to waive the Transfer Fee.

All fees and charges payable by investor are subject to any applicable taxes (including but not limited to GST) and/or duties as may be imposed by the government or other authorities from time to time.

Fees and Expenses

All fees and expenses of the Fund will generally be apportioned to each Class based on the MCR except for those that is related to the specific Class only, such as, the cost and/or benefits from currency hedging of the respective Classes and the cost of Unit holders meeting held in relation to the respective Class. If in doubt, investors should consult their professional advisers for better understanding.

The following describes the fees that you may **indirectly** incur when you invest in the Class.

Management Fee

A Management Fee of up to 1.80% per annum of the Fund's NAV will be charged and then apportioned to each Class based on the respective Class' MCR. The Management Fee shall be accrued daily based on the NAV of the Fund and paid monthly.

Illustration on how the Management Fee is calculated

Management Fee for the day = NAV of the Fund x Management Fee rate for the Fund (%) / 365 days

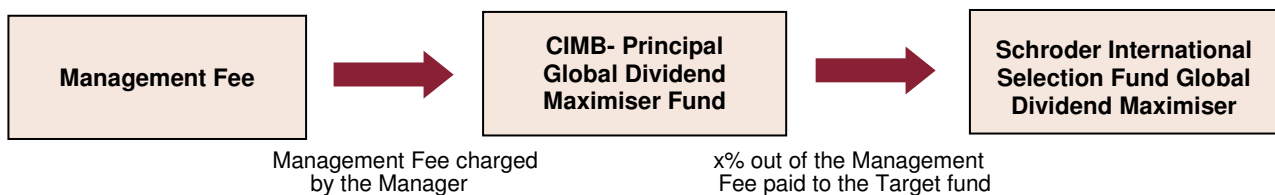
If the NAV of the Fund is USD150 million, then
 Management Fee for the day = USD150 million x 1.80% / 365
 = USD7,397.26

Apportionment of Management Fee to each Class

	Fund (USD)	Class ABC (Denominated in USD)	Class XYZ (Denominated in MYR)
MCR	-	80%	20%
Management Fee	USD 7,397.26	USD 5,917.81	USD 1,479.45

Note: Management Fee shall be computed on the basis of 365 days (or 366 days in a leap year).

Please note that although at least 95% of the Fund's NAV may be invested in another collective investment scheme, no additional Management Fees will be charged to the investor.



Note: There is no double charging of annual management fee. The annual management fee charged by the Target Fund will be paid out of the Management Fee charged by the Manager at the Fund level.

As this Fund will invest in units of the Target Fund, there are management fees and other fees indirectly incurred by this Fund. The management fee of the Target Fund will be rebated back to the Fund to ensure that there will not be double charging of the management fee for Unit holders of the Fund.

Trustee Fee

A Trustee Fee of 0.04% per annum of the Fund's NAV (including local custodian fees and charges but excluding foreign sub-custodian fees and charges) will be charged and then apportioned to each Class based on the respective Class' MCR. The Trustee Fee shall be accrued daily based on the NAV of the Fund and be paid monthly.

Illustration on how the Trustee Fee is calculated

Trustee Fee for the day = NAV of the Fund x Trustee Fee rate for the Fund (%) / 365 days

Example:

If the NAV of the Fund is USD150 million, then
 Trustee Fee for the day = USD150 million x 0.04% / 365
 = USD164.38

Apportionment of Trustee Fee to each Class

	Fund (USD)	Class ABC (Denominated in USD)	Class XYZ (Denominated in MYR)
MCR	-	80%	20%
Trustee Fee	USD164.38	USD 131.50	USD 32.88

Note: Trustee Fee shall be computed on the basis of 365 days (or 366 days in a leap year).

All fees and charges payable by the Fund are subject to any applicable taxes (including but not limited to GST) and/or duties as may be imposed by the government or other authorities from time to time.

Other costs of investing in a feeder fund

As the Fund will invest in units of the Target Fund, there are other fees and charges indirectly incurred by the Target Fund such as the annual custodian fees and transaction fees which are incurred at the Target Fund level. The rates for these fees will vary according to the country of investment and, in some cases, according to asset class. Investments in developed equity markets will be at the lower end of these ranges, while some investments in emerging or developing markets will be at the upper end. Thus, the custody and transaction costs to the Target Fund will depend on its asset allocation at any time.

Other fees borne by the Target Fund include operating and related expenses including but not limited to, stamp duties, taxes, commissions and other dealing costs, foreign exchange costs, bank charges, registration fees in relation to investments, insurance and security costs, fees and expenses of the auditor, the remuneration and expenses of its directors and officers, all expenses incurred in the collection of income and certain other expenses incurred in the administration of the Target Fund and in the acquisition, holding and disposal of investments. The Target Fund will also be responsible for the costs of preparing, translating, printing and distributing all its respective rating agencies, statements, notices, accounts, prospectuses and reports.

These fees and charges are imputed into the calculation of the NAV of the Target Fund. As such, Unit holders are indirectly bearing the above fees and expenses charged at the Target Fund level.

Dilution adjustment

Dilution adjustment may be made in relation to the Fund's application for and redemption of units in the Target Fund. The dilution adjustment is an allowance for fiscal and other charges that is added to (for application for units) or deducted from (for redemption of units) the NAV per unit to reflect the costs of investing application monies in underlying assets of the Target Fund or cost of disposal of the underlying assets of the Target Fund. The adjustment is intended to be used to ensure that all investors in the Target Fund are treated equitably by allocating transaction costs to the investors whose transactions give rise to those costs. For the Target Fund, the levy for dilution adjustment will not be more than 2% of the NAV of the Target Fund. Please refer to page 20 for information on dilution and dilution adjustment of the Target Fund.

Illustration on how dilution adjustment is made

Assume that the Fund intends to invest USD37.5 million in the Target Fund and the size of the subscription exceeds the threshold of 1% of the Target Fund's NAV. For illustration below, assume that the NAV per unit of the Target Fund is USD1.20 and the dilution adjustment of 0.08% is made on the NAV per unit.

Calculation of number of units received by the Fund
= Investment amount / [NAV per unit of the Target Fund x (1 + dilution adjustment (%))]
= USD37,500,000 / [USD1.20 x (1 + 0.08)]
= 28,935,185.19 units

Calculation of net investment
= Number of units received by the Fund x NAV per unit of the Target Fund
= 28,935,185.19 units x USD1.20
= USD34,722,222.22

Calculation of dilution adjustment
= USD37,500,000 - USD34,722,222.22
= USD2,777,777.78

Expenses

The Deed also provides for payment of other expenses. The major expenses recoverable directly from the Fund include:

- expenses incurred in the sale, purchase, insurance, and any other dealings of investments including commissions or fees paid to brokers (if any);
- commissions or fees paid to brokers or dealers (if any) in effecting dealings in the investments of the Fund, shown on the contract notes or confirmation notes or difference accounts;
- costs involved with external specialists approved by the Trustee in investigating and evaluating any proposed investment;
- (where the foreign custodial function is delegated by the Trustee), charges or fees paid to the sub-custodian;
- expenses incurred in the printing of, purchasing of stationery and postage for the annual and interim (if any) reports;
- remuneration and out of pocket expenses of the independent members of the investment committee unless the Manager decides to bear the same;
- tax and other duties imposed by the government and other authorities (if any), and bank fees;

- the engagement of valuers, advisers and contractors of all kinds;
- preparation and audit of the taxation returns and accounts of the Fund;
- tax agent's and auditor's fees, and expenses;
- valuation fees for any investments of the Fund paid to independent valuers for the benefit of the Fund;
- costs incurred in modifying the Deed for the benefit of Unit holders;
- termination of the Fund and the retirement or removal of the Trustee or Management Company and the appointment of a new trustee or management company;
- any proceedings, arbitration or other dispute concerning the Fund or any asset, including proceedings against the Trustee or the Management Company, or commenced by either of them for the benefit of the Fund (except to the extent that legal costs incurred for the defense of either of them are ordered by the court not to be reimbursed out of the Fund);
- costs of obtaining experts opinion by the Trustee and the Management Company for the benefit of the Fund;
- cost of convening and holding meetings of Unit holders (other than those meetings convened for the benefit of the Manager or the Trustee); and
- all costs, bank charges and expenses related to income distributions of the Fund; for example, postage and printing of all cheques and statements to Unit holders of the Fund and the payment of such distribution including without limitation fees, costs and/or expenses for the revalidation or reissuance of any distribution cheque or warrant or telegraphic transfer.

The Manager and the Trustee are required to ensure that any fees or charges payable are reasonable and in accordance with the Deed which stipulates the maximum rate in percentage terms that can be charged. All fees and expenses of the Fund will generally be apportioned to each Class based on the MCR except for those that is related to the specific Class only, such as, the cost and/or benefits from currency hedging of the respective Classes and the cost of Unit holders meeting held in relation to the respective Class.

The Manager may alter the fees and charges (other than the Trustee Fee) within such limits, and subject to such provisions, as set out in the Deed.

The Manager may, for any reason at any time, where applicable, waive or reduce the amount of any fees (except the Trustee Fee) or other charges payable by the investor in respect of the Fund, either generally (for all investors) or specifically (for any particular investor) and for any period or periods of time at its absolute discretion.

Expenses not authorised by the Deed must be paid by the Manager or the Trustee out of their own funds, if incurred for their own benefit.

Autodebit / Standing instruction

Currently no autodebit and/or standing instruction facilities are available for this Fund.

Rebates and soft commissions

The Manager and the Trustee (including their officers) will not retain any form of rebate or soft commission or share any commission among the Manager and the Trustee in consideration for directing dealings in the investments of the Fund unless the soft commission received is retained in the form of goods and services such as financial wire services and stock quotations system incidental to investment management of the Fund.

There are fees and charges involved and investors are advised to consider them before investing in the Fund/Class. Investors are advised that they will be subjected to higher fees arising from the layered investment structure.

Transaction Information

Unit pricing

The Manager adopts a single pricing method to price the Units in relation to an application for and a redemption of Units. This means that the application for and redemption of Units will be carried out at NAV per Unit. The Application Fee (if any) will be computed and charged separately based on your application amount. The Application Fee (if any) may differ between distribution channels. The single price for an application for and withdrawal of Units shall be the daily NAV per Unit at the next valuation point after the Manager receives the relevant completed application or redemption form (i.e. forward prices are used).

The valuation point for a Business Day will be carried out on the next Business Day (T+1) by 4:00pm. This is to cater for currency translation of the foreign securities or instruments to USD based on the bid exchange rate quoted by Bloomberg/Reuters at United Kingdom time 4:00 p.m. which is equivalent to 11:00 p.m. or 12:00 a.m. midnight (Malaysian time) on the same day, or such other time as stipulated in the Investment Management Standards issued by the FIMM.

The Unit price (i.e. NAV per Unit of the Fund) for a Business Day is available on our website at <http://www.cimb-principal.com.my> by 7.30 p.m. on the following Business Day. Should investors rely on the local dailies, the unit price is published in the local dailies two (2) Business Days later. The pricing policy of the Fund is made available to Unit holders upon request, from the Manager's registered office.

For any transactions (i.e. purchases, redemptions, switches or transfers) before 4:00 p.m. on a Business Day, the price for these transactions will be the unit pricing for that Business Day. Transactions at or after 4:00 p.m. will be processed using the unit pricing for the next Business Day.

The Fund must be valued at least once every Business Day except during the initial offer period. Unit prices (i.e. NAV per Unit) are calculated based upon the NAV of the Fund and the number of Units in issue in the Fund.

The method of determining NAV per unit is calculated as follows:

$$\text{NAV per unit} = \frac{\text{Net Asset Value}}{\text{Number of units in issue}}$$

The NAV of the Fund is the sum of the value of all investments and cash held by the Fund (calculated in accordance with the Deed) including income derived by the Fund which has not been distributed to Unit holders, less all amounts owing or payable in respect of the Fund which also includes any provisions that the Trustee and CIMB-Principal consider should be made. For example, a provision may be made for possible future losses on an investment which cannot be fairly determined.

Multi-class Ratio (MCR)

MCR is the apportionment of the NAV of each Class over the Fund's NAV based on the size of each Class. The MCR is calculated by dividing the NAV of the respective Class by the NAV of the Fund before income and expenses for the day. The apportionment is expressed as a ratio and calculated as a percentage.

Illustration of computation of the NAV per Unit at each valuation point is illustrated below:-

	Fund (USD)	Class ABC (Denominated in USD) (USD)	Class XYZ (Denominated in MYR) (USD)
NAV of the Fund before income and expenses	185,942,897	173,342,897	12,600,000
% MCR	100%	⁽¹⁾ 93.22%	⁽¹⁾ 6.78%
Add: Income	30,000	⁽²⁾ 27,966	⁽²⁾ 2,034
Less: Expenses	(10,000)	⁽²⁾ (9,322)	⁽²⁾ (678)
Benefits or costs of hedging (if any)			900
NAV of the Fund before management fee and trustee fee	185,963,797	173,361,541	12,602,256
	<u>1.8% p.a.</u>		
Less: Management fee	(9,170.82)	(8,549.04)	(621.78)
	<u>0.04% p.a.</u>		
Less: Trustee fee	(203.80)	(189.98)	(13.82)
NAV of the Fund	185,954,422.38	173,352,801.98	12,601,620.40

Units in Circulation	205,000,000 units	170,000,000 units	35,000,000 units
NAV per Unit		1.0197	0.3600
Currency exchange rate		N/A	(USD/MYR) 3.25
NAV per Unit		USD 1.0197	MYR 1.1700

	Fund (USD)	Class ABC (Denominated in USD) (USD)	Class XYZ (Denominate in MYR) (USD)
NAV of the Fund before creation of units for the day	185,954,422.38	173,352,801.98	12,601,620.40
⁽³⁾ Proceeds from creation of Units	1,307,692.30	1,000,000	307,692.30
Closing NAV	187,262,114.68	174,352,801.98	12,909,312.70
Units in Circulation	206,835,381.44 units	170,980,680.59 units	35,854,700.85 units
NAV per Unit		1.0197	0.3600
Currency exchange rate		N/A	(USD/MYR) 3.25
NAV per Unit		USD 1.0197	MYR 1.1700

Note:

⁽¹⁾ MCR computation

	Class ABC (Denominated in USD) (USD)	Class XYZ (Denominated in MYR) (USD)
<u>NAV of the Class x 100</u>	<u>173,342,897 x 100</u>	<u>12,600,000 x 100</u>
NAV of the Fund before income and expenses	185,942,897	185,942,897
	= 93.22%	= 6.78%

⁽²⁾ Apportionment based on MCR is as follows:

	(USD)	Class ABC (Denominated in USD) (USD)	Class XYZ (Denominated in MYR) (USD)
Add: Income	30,000	MCR X Income = 93.22% x USD 30,000 = USD 27,966	MCR X Income = 6.78% x USD 30,000 = USD 2,034
Less: Expenses	(10,000)	MCR x Expenses = Expenses for Class ABC = 93.22% x USD 10,000 = USD 9,322	MCR x Expenses = Expenses for Class XYZ = 6.78% x USD 10,000 = USD 678

⁽³⁾ Creation of Units

	Class ABC (Denominated in USD)	Class XYZ (Denominated in MYR)
Creation of Units	USD 1,000,000	MYR 1,000,000
NAV per Unit	USD1.0197	MYR 1.1700
Number of Units in respective Class	980,680.59 units	854,700.85 units
Currency exchange rate	N/A	(USD/MYR) 3.25
Creation of Units	USD1,000,000	USD 307,692.30

NAV per Unit is truncated to four (4) decimal places.

Please note the above is for illustration purpose only.

Incorrect pricing

The Manager shall take immediate remedial action to rectify any incorrect valuation and/or pricing of the Fund or units of the Fund. Where such error has occurred, monies shall be reimbursed in the following manner:

- a) in the event of over valuation or pricing, by the Manager to the Fund (if there is a redemption of units) and/or to the Unit holders who purchased units at a higher price; or
- b) in the event of under valuation or pricing, by the Manager to the Fund (if there is a sale of units) and/or to the Unit holders or former Unit holders who redeemed at a lower price.

Notwithstanding the foregoing, unless the Trustee otherwise directs, no reimbursement shall be made save and except where an incorrect pricing:

- i) is equal or more than zero point five per centum (0.50%) of the NAV per unit; and
- ii) results in a sum total of USD Ten (USD10.00) or more to be reimbursed to a Unit holder for each sale or repurchase transaction.

Subject to any regulatory requirements, the Manager shall have the right to amend, vary or revise the aforesaid limits or threshold from time to time and disclose such amendment, variation or revision in the Information Memorandum.

Transaction details

Investing

Who can invest?

The Fund shall only be offered or marketed to the Qualified Investors with a bank account and/or foreign currency bank account (as the case may be) in the currency of the Class applied for (e.g. USD Class investors are required to have a USD foreign currency bank account). However, CIMB-Principal has the right to reject an application on reasonable grounds.

Further, where CIMB-Principal becomes aware of any resident of the USA (i.e. someone who has a USA address, permanent or mailing) holding units in the Fund, a notice may be issued to that person requiring him/her to, within thirty (30) days, either withdraw his/her units or transfer his/her units to a non-USA resident.

Minimum investments

The minimum initial investment in each Class offered for sale is:

- Please refer to Annexure I.

The minimum additional investment in each Class offered for sale is:

- Please refer to Annexure I

Investments can be made:-

- by crossed cheque, banker's draft, money order or cashier's order (made payable as advised by the Distributor or the Manager as the case may be);
- directly from your bank account held with Distributors, where applicable; or
- such other mode of payment as may be approved by the Manager and/or the relevant authorities from time to time subject always to any charges, fees and expenses incurred or to be incurred in making or facilitating such other mode of payment being borne by that Unit holder. Such other mode of payment and/or the manner in which such payment is to be made may be subject further to such limit(s), restriction(s) and/or terms and conditions as may be imposed by the Manager and/or the relevant authorities from time to time.

Investors will have to bear the commission charges for outstation cheques and any foreign exchange charges, if any.

Processing an application

If CIMB-Principal receives a valid application before 4:00 p.m., CIMB-Principal will process it using the unit pricing for that Business Day. If CIMB-Principal receives the application at or after 4:00 p.m., it will be processed using the unit pricing for the next Business Day. Incomplete applications will not be processed until CIMB-Principal has received all the necessary information. The number of units an investor receives will be rounded down to the second decimal place.

Withdrawals

The minimum withdrawal for each Class offered for sale is as referred to Annexure I, unless you are withdrawing your entire investment. Withdrawals can be made from the Class by completing a withdrawal request form and sending it to the relevant Distributor or the head office of CIMB-Principal. There is no restriction on the frequency of withdrawals. All withdrawal proceeds will be transferred to the Unit holder's bank account and/or foreign currency bank account (as the case may be) in CIMB-Principal's records.

Processing a withdrawal

If CIMB-Principal receives a valid withdrawal request before 4:00 p.m., we will process it using the NAV per unit for that Business Day, which will be known on the following Business Day. If CIMB-Principal receives the withdrawal request at or after 4:00 p.m., it will be processed using the NAV per unit for the next Business Day.

If you request a specific amount in e.g. USD for Class USD the number of units will be calculated by dividing the requested amount in USD by the unit pricing, and the number of units will be rounded to the second decimal place. The amount that you will receive is calculated by the withdrawal value less the Withdrawal Fee, if any. That amount will be paid in the currency of the Class (e.g. USD Class will be paid in USD) within ten (10) days to the Unit holder's bank account and/or foreign currency bank account (as the case may be) in CIMB-Principal's records (e.g. USD Class Unit holders are required to have a USD foreign currency bank account).

Any applicable bank charges and other bank fees incurred as a result of a withdrawal by way of telegraphic transfer, bank cheque or other special payment method will be charged to you.

Investors should note that the time taken to pay the redemption proceeds to investors (i.e. 10 days) may be extended or delayed if:

- (i) the Target Fund is suspended*; or
- (ii) the redemption request of the Target Fund is deferred; or
- (iii) the payment of the redemption proceeds is extended (the Target Fund may impose such extension for up to thirty (30) business days).

Should any of the above events occur, CIMB-Principal may not be able to pay the redemption proceeds to the Unit holders within 10 days. However, CIMB-Principal will pay the redemption proceeds to the Unit holders within 10 days subsequent to the receipt of redemption proceeds from the Target Fund's manager. As such, the maximum time that will be taken by CIMB-Principal to pay the redemption proceeds to the Unit holders will be 10 days plus 30 calendar days.

*During the period when the Target Fund is suspended, the Target Fund's manager will not accept any subscriptions and/or redemptions and the calculation of the Target Fund's NAV will be suspended.

Please refer to page 21 for more information on suspensions and deferrals of the Target Fund. If in doubt, investors should consult their professional advisers.

Minimum balance

The minimum balance that must be retained in each Class offered for sale is as referred to Annexure I. If the balance (i.e. number of units) of an investment drops below the minimum number of Units specified for that Class, further investments will be required until the balance of the investment is restored to at least the stipulated minimum balance. Otherwise, CIMB-Principal can withdraw the entire investment and forward the proceeds to you.

Switching

Switching may be available between the Class and other CIMB-Principal Funds (or its classes) which must be denominated in the same currency. For information on the availability of switching, please refer to the Annexure of the respective Class.

Switching will be conducted based on the value of your investment in a class. The minimum amount for a switch must be equivalent to the minimum withdrawal amount applicable to that class or such amounts as the Manager may from time to time decide. Please note that the minimum amount for a switch must also meet the minimum initial investment amount or the minimum additional investment amount (as the case may be) applicable to the fund to be switched into. Further, Unit holders must at all times maintain at least the minimum balance required for that Class to stay invested in that Class. Currently, there is no restriction on the frequency of switches. The Manager may, at its absolute discretion, allow switching into (or out of) the Fund, either generally (for all Qualified Investors) or specifically (for any particular Qualified Investors).

To switch, simply complete a switch request form and send to any branch of any Distributors or the head office of CIMB-Principal (for Institutional Marketing sales).

Transfer facility

The Manager may, at its absolute discretion, allow Unit holders to transfer their units to Qualified Investors subject to such terms and conditions as may be stipulated by the Manager from time to time. The Manager may refuse to register any transfer of a unit at its absolute discretion.

Cooling-off period

Six (6) Business Days from the date the application form is received and accepted by the Manager or Distributor from the first time investor investing with CIMB-Principal or any Distributors. However, corporations or institutions investing in the Fund are not entitled to the cooling-off rights.

Other Information

Distribution of the Fund

For Classes which distribution policy is to distribute income, distribution will be made depending on the level of income that the Fund generates. The payment of distributions, if any, will vary from period to period depending on interest rates, market conditions and the performance of the Fund.

However, pursuant to the Deed, the Manager has the right to make provisions for reserves in respect of distribution of the Fund. If the distribution available is too small or insignificant, any distribution may not be of benefit to the Unit holders as the total cost to be incurred in any such distribution may be higher than the amount for distribution. The Manager has the discretion to decide on the amount to be distributed to the Unit holders.

At the end of each distribution period, the net income (if any) of the Fund is generally distributed to Unit holders. The net income (if any) is calculated in accordance with the Deed and is generally calculated by adding the income (including all profit sharing or income paid from Deposits and money market instruments as well as any dividends received) and net realised capital gains (calculated by adding all realised capital gains and deducting any realised capital losses) of the Fund for the distribution period and then deducting all expenses incurred by the Fund and any provisions that the Auditors consider proper.

Please note that the NAV of the Fund include unrealised gains and losses, if any. These unrealised gains and losses are included in the calculation of the unit price of the Fund. When the gains and losses are realised (that is, the investments are sold by the Fund), they will generally be included in the calculation of the Fund's net income for the distribution period in which the investments are sold, even though the gains or losses may have accrued before a Unit holder invested in the Fund. The net income for each Class will be the net income of the Fund attributable to each Class and paid in the currency denomination of the Class.

The total distributable amount is then divided by the total number of units in issue at the end of the distribution period, to give the distribution on a cent per unit basis (i.e. for every unit owned in a Class, a Unit holder will receive a specified number of cent).

All units held at the end of the distribution period will be entitled to distribution. Each unit will receive the same distribution for a distribution period regardless of when those units were purchased. The distribution amount to be received by each Unit holder is in turn calculated by multiplying the total number of units held by a Unit holder in the Class by the cent per unit distribution amount. Once a distribution has been paid, the unit price will adjust accordingly.

All distributions (if any) will be automatically reinvested into additional units in the Class at the NAV per unit of the Class on the distribution date (the number of units is rounded using the normal rounding policy to two decimal places), unless written instructions to the contrary are communicated by you to the Manager and in which case that Unit holder shall have first furnished to CIMB-Principal his or her bank account and/or foreign currency bank account (as the case may be) into which all distribution payment shall be paid (at the cost and expense of the Unit holder). No Application Fee is payable for the reinvestment.

If units are issued as a result of the reinvestment of a distribution or other circumstance after you have withdrawn your investment from the Class, those additional units will then be withdrawn and the proceeds will be paid to you.

Distribution payments will be made in respective currencies for that Class. As such for each Class, the distribution will be paid into the Unit holder's bank account and/or foreign currency bank account as the case may be (which shall be in the currency of that specific Class) in CIMB-Principal's records (at the cost and expense of the Unit holders).

Investors should note that the Target Fund may pay distributions out of capital and unrealised gains. Please refer to page 8 for more information on its risk. If in doubt, investors should consult their professional advisers for better understanding.

Unclaimed monies

Any moneys payable to Unit holders which remain unclaimed after twelve (12) months as prescribed by Unclaimed Moneys Act, 1965 ("UMA"), as may be amended from time to time, will be surrendered to the Registrar of Unclaimed Moneys by the Manager in accordance with the requirements of the UMA. Thereafter, all claims need to be made by that Unit holder with the Registrar of Unclaimed Moneys.

However, for income distribution payout to the Unit holders, if any, which remain unclaimed for six (6) months will be reinvested into the Class within 30 business days after the expiry of the cheque's validity period based on the prevailing NAV per unit of the Class on the day of the reinvestment in circumstances where the Unit holder still holds units of the Class. No Application Fee is payable for the reinvestment. In the event that the Unit Holder no longer holds any unit in the Class, the distribution money would be subject to the treatment mentioned in the above paragraph as prescribed by the UMA.

Miscellaneous information

Information on investment

Investor will be communicated via the following:

- monthly statement of account showing details of transactions and distributions (if any); and
- quarterly report and annual report showing snapshots of the Fund and details of the portfolio for the respective period reported. Both the quarterly report and the annual report will be sent to investors within two (2) months of the end of the period reported.

Termination of Fund

The Fund and/or any of the Class may be terminated as proposed by the Management Company with the consent of the Trustee (which consent shall not be unreasonably withheld) by giving not less than three (3) months' notice in writing to the Unit holders as hereinafter provided:

- (i) if any law shall be passed which renders it illegal or in the opinion of the Management Company impracticable or inadvisable to continue the Trust; or
- (ii) if in the reasonable opinion of that Management Company it is impracticable or inadvisable to continue the Trust.

The Fund and/or any of the Classes shall be terminated by the Management Company if a Special Resolution is passed at a Unit holders' meeting to terminate or wind-up the Fund and/or any of the Classes.

Anti-money laundering policies and procedures

In order to comply with the Anti-Money Laundering and Counter Financing of Terrorism Act 2001 ('AMLA') and the relevant policies, procedures, guidelines and/or regulations aimed at the prevention of money laundering, the Manager will be required to obtain satisfactory evidence of customer's identity and have effective procedures for verifying the bona fides of customers.

The Manager conducts ongoing due diligence and scrutiny of customers' identity and his/her investment objectives which may be undertaken throughout the course of the business relationship to ensure that the transactions being conducted are consistent with the Manager's knowledge of the customer, its business and its risk profile.

It may not have direct contact with such customers and depending on the circumstances of each application, a detailed verification of identity might not be required where:

- (i) the applicant makes the payment for his/her investment from an account held in the applicant's name at a recognised financial institution;
- (ii) the applicant is regulated by a recognised regulatory authority and is based or incorporated in, or formed under the law of, a recognised jurisdiction; or
- (iii) the application is made through an intermediary which is regulated or licensed by a recognised regulatory authority and is based in or incorporated in, or formed under the law of a recognised jurisdiction.

The Manager also reserves the right to request such information as is necessary to verify the source of payment. The Manager may refuse to accept the application and the subscription monies if an applicant of units delays in producing or fails to produce any information required for the purposes of verification of identity or source of funds, and in that event the Manager shall return the application monies (without interest and at the expense of the applicant) by telegraphic transfer to the account from which the monies were originally sent or by way of cheque to the applicant's last known address on the records of the Manager.

A transaction or a series of transaction shall be considered as 'suspicious' if the transaction in question is inconsistent with the customer's known transaction profile or does not make economic sense. Suspicious transactions shall be submitted directly to the Financial Intelligence Unit (FIU) of Bank Negara Malaysia.

Rights and Liabilities of a Unit holder

Money invested by an investor in the Fund will purchase a number of units, which represents the Unit holder's interest in the Fund. Each unit held by an investor in the Fund represents an equal undivided beneficial interest in the assets of the Fund. However, the unit does not give a Unit holder an interest in any particular part of the Fund or a right to participate in the management or operation of the Fund (other than through Unit holders' meetings).

A Unit holder will be recognised as a registered Unit holder in the Fund on the Business Day the details are entered onto the Register of Unit holders.

Rights of Unit holders

A Unit holder has the right, among others, to the following:

- To inspect the Register, free of charge, at any time at the registered office of the Manager, and obtain such information pertaining to its units as permitted under the Deed and SC Guidelines;
- To receive the distribution of the Fund (if any), participate in any increase in the capital value of the units and to other rights and privileges as set out in the Fund's Deed;
- To call for Unit holders' meetings under the following circumstances;
 - (i) to consider the most recent financial statements of the Fund;
 - (ii) to require the retirement or removal of the Manager or Trustee;
 - (iii) to give to the Trustee such directions as the meeting thinks proper; or
 - (iv) to consider any other matter in relation to the Deed.
- To vote for the removal of the Trustee or the Manager through a special resolution; and
- To receive annual reports or any other reports of the Fund.

Unit holders' rights may be varied by changes to the Deed, the SC Guidelines or judicial decisions or interpretation.

Liabilities and limitations of Unit holders

Liabilities

- (i) The liability of a Unit holder is limited to the purchase price per unit and Application Fee (if any) paid or agreed to be paid for a unit. A Unit holder need not indemnify the Trustee or the Manager if there is a deficiency in the assets of the Fund to meet the claim of any creditor of the Trustee or Manager in respect of the Fund.
- (ii) The recourse of the Trustee, the Manager and any creditor is limited to the assets of the Fund.

Limitations

A Unit holder cannot:

- (i) interfere with any rights or powers of the Manager and/or Trustee under the Deed;
- (ii) exercise a right in respect of an asset of the Fund or lodge a caveat or other notice affecting the asset of the Fund or otherwise claim any interest in the asset of the Fund; or
- (iii) require the asset of the Fund to be transferred to the Unit holder.

For full details of the rights of a registered Unit holder of the Fund, please refer to the Deed.

Documents available for inspection

For a period of at least 12 months from the date of this Information Memorandum, Unit holders may inspect copies of the following documents in relation to the Fund as may be required by the SC (upon request) at the registered office of the Manager without charge:

- The Deed of the Fund;
- Material contracts or documents referred to in this Information Memorandum;
- The audited financial statements of the Fund; and
- The Schroder International Selection Fund prospectus dated July 2014.

The Manager

About CIMB-Principal Asset Management Berhad

CIMB-Principal holds a Capital Markets Services License for fund management and dealing in unit trust products under the CMSA and specialises in managing and operating unit trusts for investors, both institutional and retail. CIMB-Principal's responsibilities include managing investment portfolios by providing fund management services to insurance companies, pension funds, unit trust companies, corporations and government institutions in Malaysia. In addition, CIMB-Principal is an approved private retirement scheme provider in Malaysia.

As at LPD, CIMB-Principal was responsible for managing more than RM38.25 billion on behalf of individuals and corporations in Malaysia.

It originally commenced its operations as a unit trust company in November 1995. As at LPD, CIMB-Principal has more than 18 years of experience in the unit trust industry.

As at LPD, the shareholders of the company are CIMB Group Sdn. Bhd. ("CIMB Group") (60%) and Principal International (Asia) Limited ("PIA") (40%).

CIMB Group is held in majority by CIMB Group Holdings Berhad. It is a fully integrated investment bank. It offers the full range of services in the debt markets, the equity markets and corporate advisory. Member companies of CIMB Group also provide services in lending, private banking, private equity, Islamic capital markets as well as research capability in economics, equity and debt markets.

PIA is a private company incorporated in Hong Kong and its principal activity is the provision of consultancy services to other PFG group of companies. PIA is a subsidiary of the Principal Financial Group, which was established in 1879 and is a diversified global financial services group servicing more than 15 million customers.

As at LPD, CIMB-Principal managed 38 conventional unit trust funds (including 2 Exchange-Traded Funds) and 19 Islamic unit trust funds.

In addition to being able to draw on the financial and human resources of its shareholders, CIMB-Principal has staff strength of 324, comprising of 274 Executives and 50 Non-Executives, as at LPD.

The primary roles, duties and responsibilities of CIMB-Principal as the Manager of the Fund include:

- maintaining a register of Unit holders;
- implementing the appropriate investment strategies to achieve the Fund's investment objectives;
- ensuring that the Fund has sufficient holdings in liquid assets;
- arranging for the sale and repurchase of units;
- calculating the amount of income to be distributed to Unit holders, if any; and
- maintaining proper records of the Fund.

Summary of the financial position of the company

	31 December 2013 RM	31 December 2012 RM	31 December 2011 RM
Issued and paid-up share capital	123,474,795	123,474,795	123,474,795
Shareholders' funds	399,488,484	334,443,945	294,434,191
Revenue	277,489,369	242,243,020	236,535,782
Profit before taxation	101,924,364	46,158,785	56,598,803
Taxation	24,902,816	5,437,416	13,046,814
Profit after taxation	77,021,548	40,721,369	43,551,989

Key personnel

Name:	Pedro Esteban Borda
Designation:	Chief Executive Officer, ASEAN Region / Executive Director.
Experience:	He is the Chief Executive Officer, ASEAN Region of CIMB-Principal. He joined CIMB-Principal on 18 March 2013. He has been a Director of CIMB-Principal since 20 June 2013. Previously, he was the Country Head of Principal Financial Group Mexico. He joined Principal in 1996 as the Managing Director of Ethika AFJP S.A., a pension company in Argentina. In 1999, he was relocated to Mexico to become the Managing Director of Principal Afore (wholly-owned affiliate of PFG). In 2004, he was promoted to Country Head of Principal Mexico.
Qualifications:	Bachelor Degree in Business Administration and a Master Degree in Finance, both from Universidad Argentina de la Empresa (U.A.D.E).

Name:	Munirah binti Khairuddin
Designation:	Chief Executive Officer / Executive Director.
Experience:	She is the Chief Executive Officer of CIMB-Principal in August 2013. She joined CIMB-Principal on 1 November 2006 and was appointed as Deputy Chief Executive Officer in November 2008. She has been an Executive Director of CIMB-Principal since 31 January 2012. Previously worked as a G7 Economist and strategist for a Fortune 500 multinational oil and gas company. Prior to that, she was a fixed income portfolio manager for emerging markets at Rothschild Asset Management in London. Apart from her Senior Management role, she is responsible for institutional sales and marketing for both domestic and international investors and financial institutions. Her scope also entails developing institutional business opportunities for CIMB-Principal in potential new markets. During her tenure as Deputy CEO from November 2008 to July 2013, she was responsible for the development of international business opportunities and institutional sales. In Malaysia, she has overseen retail funds marketing, market development and fund operations. Under her ambit, the company has spearheaded an international client base, listed exchange traded funds ("ETF") in Malaysia and Singapore, and developed products for regional distribution. She also played an integral part in strategic business development initiatives of CWA.
Qualifications:	Bachelor of Arts (Honours) in Accounting & Financial Analysis, University of Newcastle Upon Tyne, UK; Chartered Financial Analyst Charterholder.

Name:	Raymond Tang
Designation:	Chief Investment Officer, ASEAN Region
Experience:	He has been with CIMB-Principal since 1 October 2004. He has over 25 years of experience in the asset management business, managing both institutional and unit trust funds. Prior to joining CIMB-Principal, he was the Chief Investment Officer/Executive Director of CMS Dresdner Asset Management from 1996 to 2004 and was jointly responsible in making regional asset allocation decisions within the Asia-Pacific ex-Japan. He began his career as an investment officer in RHB Asset Management in 1987 for 4 years, before moving on to CIMB Securities as an investment executive for 1 year. In 1992, he joined SBB Asset Management as a fund manager until 1996. Currently, he is the Chairman of Malaysian Association of Asset Managers (MAAM) and the Chairman of FTSE Bursa Malaysia Index Advisory Committee. He is also an invitee in the Executive Committee of Malaysia International Islamic Financial Centre (MIFC), as well as a Director of the Board of Securities Industry Dispute Resolution Centre (SIDREC).
Qualifications:	Fellow of the Chartered Institute of Management Accountants (CIMA) UK. Holds a Capital Markets Services Representative's License for fund management under CMSA.

Name:	Yap Ben Shioh
Designation:	Head of Compliance.
Experience:	Joined CIMB-Principal on 3 February 2009. He has over 14 years of experience in the capital markets. He is a registered Compliance Officer for CIMB-Principal with the Securities Commission Malaysia. Prior to joining CIMB-Principal, he was attached to an asset management company that focused on private equity investments and held a Capital Markets Services Representative's License for fund management under CMSA from November 2005 to June 2008. Prior to that, he was attached to a reputable and established unit trust management company for approximately five years. During the period, he was the designated person for compliance matters. Before his involvement in unit trust industry, he has also gained valuable knowledge in capital market when he was with an investment company.
Qualifications:	Master of Business Administration from University of South Australia. Bachelor of Business Administration, majoring in Finance and Management and a Bachelor of Science, majoring in Economics from University of Kentucky, Lexington, the USA.

Key members of the investment team

CIMB-Principal's investment team is jointly responsible for the overall investment decisions made on behalf of the Fund. The Investment Team meets every week to discuss on investment decisions. The key members of the Investment Team are:

Name:	Raymond Tang
Designation:	
Experience:	As aforementioned on page 36.
Qualifications:	

Name:	Arnold Lim Boon Lay
Designation:	Chief Investment Officer, Malaysia
Experience:	Mr Lim started his career with Citibank NA, Kuala Lumpur, where he worked for 5 years. He moved to the investment industry in 1989. His experience includes managing private equity investments, unit trust funds and other institutional funds. During Mr Lim's tenure as General Manager of a local asset management house, its discretionary fund composite was ranked No 1 (94-98) on Information Ratio by Watson Wyatt. Mr Lim was also previously Head of Research of ING Barings Malaysia. AsiaMoney ranked him as 2nd best strategist in 2001.
Qualifications:	Master of Business Administration, Haas School of Business, University of California, Berkeley; Chartered Financial Analyst Charterholder.

Name:	Dennis Lee Kwang Hua
Designation:	Director, Equities. Designated Fund Manager for CIMB-Principal equity funds.
Experience:	Mr Dennis Lee joined CIMB-Principal in January 2007. He is currently the co-Head of Equities with joint oversight of CIMB-Principal's portfolio management team. He has been managing ASEAN equity funds since 2008. Prior to joining the fund management industry, he was with an international insurance firm performing actuarial tasks. He subsequently moved on to be an investment analyst in one of the largest local securities firm for four and a half years. He then joined one of the largest asset management companies, managing both unit trust and institutional funds for three years. Prior to joining CIMB-Principal, he was the Head of Equity for Prudential Fund Management Berhad (currently known as Eastspring Investments Berhad).
Qualifications:	Master of Business Administration (Finance) from University of Leicester, UK and Bachelor's degree in Economics from Macquarie University, Australia. He is a Chartered Financial Analyst Charterholder. He holds a Capital Markets Services Representative's License for fund management under CMSA.

Name:	Wong Loke Chin
Designation:	Director, Fixed Income. Designated Fund Manager for all CIMB-Principal bond funds and money market funds.
Experience:	Has more than 18 years of experience in fixed income fund management. He joined CIMB-Principal in January 2005. He was previously with CIMB Debt Markets and Derivatives department where he managed a range of fixed income portfolios for institutional clients.
Qualifications:	Bachelor's degree of Commerce in Accounting from the University of New South Wales, Australia. He holds a Capital Markets Services Representative's License for fund management under CMSA.

Name:	Wu Yah Ning
Designation:	Director, Funds Management, Investment.
Experience:	Joined CIMB-Principal in November 2008. She was previously the Head of Investment in a local affiliate of an International Investment Management Firm. She has more than 17 years of experience in the investment and financial industry.
Qualifications:	BSc (Econ) Accounting and Finance from London School of Economics, England and MSc in Investment Management (with Distinction) from City University Business School in London, England. She is a CFA Charterholder and she also holds a Capital Markets Services Representative's License for fund management under CMSA.

Name:	Ng Tsu Miin
Designation:	Director, Fixed Income. Designated Fund Manager for all CIMB-Principal bond funds and money market funds.
Experience:	She has 16 years of experience in fixed income fund management. She joined SBB Asset Management Berhad ("SBB") in 2005 prior to the merger of SBB with CIMB-Principal. Prior to joining SBB, she had been managing fixed income unit trust and institutional discretionary mandates for more than 7 years.

Qualifications:

Bachelor of Commerce (Honours) degree from New Zealand. She obtained her Fund Manager's representatives license in 2000. She is a Chartered Financial Analyst (CFA) Charterholder since 2001.

Material litigation and arbitration

As at LPD, there is no litigation or arbitration proceeding current, pending or threatened against or initiated by CIMB-Principal nor is there any fact likely to give rise to any proceeding which might materially affect business/financial position of CIMB-Principal.

The Trustee

About HSBC (Malaysia) Trustee Berhad

HSBC (Malaysia) Trustee Berhad (1281-T) (“HSBCT”) is a company incorporated in Malaysia since 1937 and registered as a trust company under the Trust Companies Act 1949, with its registered address at 13th Floor, Bangunan HSBC, South Tower, No. 2, Leboh Ampang, 50100 Kuala Lumpur.

HSBCT’s financial information

The Trustee has a paid-up capital of RM500,000.00. As at 31 December 2013, its shareholders’ funds totalled RM48.06 million and it achieved a profit before tax of RM12.38 million.

The following is a summary of the past performance of the Trustee based on the audited accounts for the last 3 years:

	Year Ended 31 December		
	2013 (RM)	2012 (RM)	2011 (RM)
Paid-up Share Capital	500,000	500,000	500,000
Shareholders’ Funds	48,058,506	38,785,020	30,214,518
Turnover	24,287,694	23,539,663	20,725,309
Profit before Tax	12,381,200	11,289,951	9,139,041
Profit after Tax	9,273,605	8,570,502	6,883,965

Board of Directors of HSBCT

Mr Baldev Singh A/L Gurdial Singh
Ms On Bee Heong
Mr Yee Yit Seeng

Experience in Trustee Business

Since 1993, the Trustee has acquired experience in the administration of unit trusts and as at LPD, is the Trustee for 172 funds (including unit trust funds, exchange traded funds, wholesale funds and funds under private retirement scheme). As at LPD, the Trustee has a workforce of 55 employees consisting of 46 executives and 9 non-executives. A good number of staff has been with the Trustee for many years.

Profile of Key Personnel

Mr Kaleon Leong Bin Rahan – Chief Executive Officer

He has been involved in the fund management industry since 1996, having served stints in a regulatory body, fund management company, trustee and audit firm. He is a Chartered Accountant and holds a Masters in Information Technology Management.

Mr Yee Yit Seeng – Chief Operating Officer

He joined HSBC Trustee in July 1984. He holds a Diploma in Banking and Finance and is a Senior Associate of Institut Bank-Bank Malaysia. He has more than 22 years of experience in trust operations including client service, systems/projects & office administration, compliance, internal control & audit, and business development. He was also seconded to the HSBC Back-end Processing Office in Cyberjaya, Malaysia to support the global securities operations.

Trustee’s Delegate

The Trustee has appointed The Hongkong and Shanghai Banking Corporation Ltd as custodian of the quoted and unquoted local investments of the Fund. The assets of the Fund are held through their nominee company, HSBC Nominees (Tempatan) Sdn Bhd. If and when the Fund should invest overseas, HSBC Institutional Trust Services (Asia) Limited will be appointed as the custodian of the foreign assets of the Fund. Both The Hongkong And Shanghai Banking Corporation Ltd and HSBC Institutional Trust Services (Asia) Limited are wholly owned subsidiaries of HSBC Holdings Plc, the holding company of the HSBC Group. The custodian’s comprehensive custody and clearing services cover traditional settlement processing and safekeeping as well as corporate related services including cash and security reporting, income collection and corporate events processing. All investments are registered in the name of the Fund or to the order of the Fund. The custodian acts only in accordance with instructions from the Trustee.

The Trustee shall be responsible for the acts and omissions of its delegate as though they were its own acts and omissions.

However, the Trustee is not liable for the acts, omissions or failure of third party depository such as central securities depositories, or clearing and/or settlement systems and/or authorised depository institutions, where the law or regulation of the relevant jurisdiction requires the Trustee to deal or hold any asset of the Fund through such third parties.

What are the responsibilities of the Trustee?

The Trustee’s main functions are to act as trustee and custodian of the assets of the Fund and to safeguard the interests of Unit Holders of the Fund. In performing these functions, the Trustee has to exercise all due care, diligence and vigilance and is required

to act in accordance with the provisions of the Deed, Capital Markets and Services Act 2007 and the SC Guidelines. Apart from being the legal owner of the Fund's assets, the Trustee is also responsible for ensuring that the Manager performs its duties and obligations in accordance with the provisions of the Deed, Capital Markets and Services Act 2007 and the SC Guidelines. In respect of monies paid by an investor for the application of units, the Trustee's responsibility arises when the monies are received in the relevant account of the Trustee for the Fund and in respect of redemption, the Trustee's responsibility is discharged once it has paid the redemption amount to the Manager.

Trustee's statement of responsibility

The Trustee has given its willingness to assume the position as Trustee of the Fund and all the obligations in accordance with the Deed, all relevant laws and rules of law. The Trustee shall be entitled to be indemnified out of the Fund against all losses, damages or expenses incurred by the Trustee in performing any of its duties or exercising any of its powers under this Deed in relation to the Fund. The right to indemnity shall not extend to loss occasioned by breach of trust, wilful default, negligence, fraud or failure to show the degree of care and diligence required of the Trustee having regard to the provisions of the Deed.

Anti-Money Laundering and Anti-Terrorism Financing Provisions

The Trustee has in place policies and procedures across the HSBC Group, which may exceed local regulations. Subject to any local regulations, the Trustee shall not be liable for any loss resulting from compliance of such policies, except in the case of negligence, wilful default or fraud of the Trustee.

Statement of Disclaimer

The Trustee is not liable for doing or failing to do any act for the purpose of complying with law, regulation or court orders.

Trustee's Disclosure of Material Litigation

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

Consent to Disclosure

The Trustee shall be entitled to process, transfer, release and disclose from time to time any information relating to the Fund, Manager and Unit holders for purposes of performing its duties and obligations in accordance to the Deed, the Capital Markets and Services Act 2007, SC Guidelines and any other legal and/or regulatory obligations such as conducting financial crime risk management, to the Trustee's parent company, subsidiaries, associate companies, affiliates, delegates, service providers, agents and any governing or regulatory authority, whether within or outside Malaysia (who may also subsequently process, transfer, release and disclose such information for any of the above mentioned purposes) on the basis that the recipients shall continue to maintain the confidentiality of information disclosed, as required by law, regulation or directive, or in relation to any legal action, or to any court, regulatory agency, government body or authority.

Exemptions or variations

There have been no exemptions or variations from any relevant securities laws or the SC Guidelines granted to the Trustee by the SC.

Related-Party Transactions/ Conflict of Interest

Potential conflicts of interests and related-party transactions

The Manager and its directors will at all times act in the best interests of the Unit holders of the Fund and will not conduct itself in any manner that will result in a conflict of interest or potential conflict of interest. In the unlikely event that any conflict of interest arises, such conflict shall be resolved so that the Fund is not disadvantaged. In the unlikely event that CIMB-Principal faces conflicts in respect of its duties to the Fund and its duties to other CIMB-Principal Funds that it manages, CIMB-Principal is obliged to act in the best interests of all its investors and will seek to resolve any conflicts fairly and in accordance with the Deed.

The Manager shall not act as principals in the sale and purchase of any securities or investments to and from the Fund. The Manager shall not make any investment for the Fund in any securities, properties or assets in which the Manager or its officer has financial interest in or from which the Manager or its officer derives a benefit, unless with the prior approval of the Trustee.

The Fund may maintain Deposits with CIMB Bank Berhad, CIMB Islamic Bank Berhad and CIMB Investment Bank Berhad. CIMB-Principal may enter into transactions with other companies within the CIMB Group and the Principal Financial Group provided that the transactions are effected at market prices and are conducted at arm's lengths.

As the Trustee for the Fund, there may be related party transactions involving or in connection with the Fund in the following events:

- 1) where the Fund invests in instrument(s) offered by the related party of the Trustee (e.g. placement of monies, structured products, etc);
- 2) where the Fund is being distributed by the related party of the Trustee as IUTA;
- 3) where the assets of the Fund are being custodised by the related party of the Trustee both as sub-custodian and/or global custodian of that Fund (Trustee's delegate); and
- 4) where the Fund obtains financing as permitted under the SC Guidelines, from the related party of the Trustee.

The Trustee has in place policies and procedures to deal with any conflict of interest situation. The Trustee will not make improper use of its position as the owner of the Fund's assets to gain, directly or indirectly, any advantage or cause detriment to the interests of Unit holders. Any related party transaction is to be made on terms which are best available to the Fund and which are not less favourable to the Fund than an arms-length transaction between independent parties.

Interests in the Fund

Subject to any legal requirement, the Manager or any related corporation of the Manager, or any officers or directors of the Manager may invest in the Fund. The directors of CIMB-Principal will receive no payments from the Fund other than distributions that they may receive as a result of investment in the Fund. No fees other than the ones set out in this Information Memorandum have been paid to any promoter of the Fund, or the Trustee (either to become a Trustee or for other services in connection with the Fund), or CIMB-Principal for any purpose.

Employees' securities dealings

CIMB-Principal has in place a policy contained in its Rules of Business Conduct, which regulates its employees' securities dealings. An annual declaration of securities trading is required from all employees to ensure that there is no potential conflict of interest between the employees' securities trading and the execution of the employees' duties to the company and customers of the company.

ANNEXURE I
**KEY DATA ON CLASSES OF THE
FUND**

KEY DATA - CLASS MYR

Class information

		Page
Name of Class	Class MYR	
Currency denomination	MYR	
Initial offer price per unit	MYR 1.0000	
Initial offer period	21 days	
Details of Class in Target Fund	Class A	
Distribution policy	Any distribution payments for Class MYR will be made in MYR to the Unit holder's MYR currency bank account in CIMB-Principal's records (at the cost and expense of the Unit holders). All distributions (if any) will be automatically reinvested into additional units in the Class at the NAV per unit of the Class on the distribution date (the number of units is rounded using the normal rounding policy to two decimal places), unless written instructions to the contrary are communicated by you to the Manager. Please refer to page 31 under "Distribution of the Fund" for more information.	31
Distribution frequency	The distribution will be on a quarterly basis depending on the level of the Fund's income. However, if the level of income generated permits, the Manager may distribute on a more frequent basis, e.g. on a monthly basis.	

Fees & charges

This table describes the charges that you may **directly** incur when you buy or redeem units of in each Class.

Charges	Class MYR	Page
Application Fee	CWA : Up to 6.50% of the NAV per unit. IUTAs : Up to 5.50% of the NAV per unit.	23
Withdrawal Fee	Nil.	24
Switching Fee	Currently, switching is available between the Class and other CIMB-Principal Funds (or its classes) which must be denominated in the same currency. Since switching is treated as a withdrawal from one class or fund and an investment into another class or fund (or its classes) by a Unit holder (Qualified Investor), a Switching Fee equal to the difference (if any) between the Application Fees of these two classes or funds will be charged accordingly. Switching Fee will not be charged if the fund to be switched into has a lower Application Fee. In addition, the Manager imposes a RM100 (or equivalent) administrative fee for every switch made out of any of the CIMB-Principal Funds. However, this RM100 (or equivalent) administrative fee is waived for the first four (4) switches out of any of the CIMB-Principal Funds in each calendar year. The Manager also has the discretion to waive the Switching Fee and/or administrative fees.	24
Transfer Fee	A Transfer Fee of not more than RM50 (or equivalent) may be charged for each transfer. However, the Manager has the discretion to waive the Transfer Fee.	24
Other charges payable directly by the investor when purchasing or redeeming the units	Any applicable bank charges and other bank fees incurred as a result of an investment or redemption will be borne by the investor.	

Note: Notwithstanding the maximum Application Fee disclosed above, investors may negotiate with the distributors for lower charges.

This table describes the charges that you may **indirectly** incur when you invest in the Fund.

Charges	Class MYR	Page
Management Fee	Up to 1.80% per annum of the NAV of the Fund.	25
Trustee Fee	0.04% per annum of the NAV of the Fund (including local custodian fees and charges but excluding foreign sub-custodian fees and charges).	25
Fund Expenses	Only expenses that are directly related to the Fund can be charged to the Fund. Examples of relevant expenses are audit fee and tax agent's fee.	26
Other fees payable indirectly by an investor when investing in the Fund	Other fees indirectly incurred by a feeder fund such as dilution adjustment, annual custodian fees and transaction fees of the Target Fund. As such, Unit holders are indirectly bearing the dilution adjustment, custodian fees and transaction fees charged at the Target Fund level.	26

Transaction information

	Class MYR	Page
Minimum initial investment	RM 10,000.00 or such other amount as the Manager may from time to time decide.	30
Minimum additional investment	RM 5,000.00 or such other amount as the Manager may from time to time decide.	30
Minimum withdrawal	RM 5,000.00 or such other amount as the Manager may from time to time decide	30
Minimum balance	10,000 units or such other number as the Manager may from time to time decide.	31
Withdrawal	<p>Upon receiving a valid withdrawal request which fulfils the requirements of the Manager, the Manager will pay the redemption proceeds to the Unit holder within 10 days.</p> <p>However, investors should note that the time taken to pay the redemption proceeds to investors (i.e. 10 days) may be extended or delayed if the Target Fund is suspended and/or the redemption from the Target Fund is deferred.</p> <p>Please refer to page 21 for more information on suspensions and deferrals of the Target Fund and page 29 for more information on the processing of a withdrawal.</p>	30
Switching	Manager may, at its absolute discretion, allow switching into (or out of) the Fund, either generally (for all Qualified Investors) or specifically (for any particular Qualified Investors).	31
Transfer facility	The Manager may, at its absolute discretion, allow Unit holders to transfer their units to Qualified Investors subject to such terms and conditions as may be stipulated by the Manager from time to time. The Manager may refuse to register any transfer of a unit at its absolute discretion.	31
Cooling-off period	Six (6) Business Days from the date the application form is received and accepted by the Manager or Distributor from the first time investor. However, corporations or institutions investing in the Fund are not entitled to the cooling-off rights.	31

KEY DATA - CLASS USD

Class information

		Page
Name of Class	Class USD	
Currency denomination	USD	
Initial offer price per unit	USD 1.0000	
Initial offer period	21 days	
Details of Class in Target Fund	Class A	
Distribution policy	Any distribution payments for Class USD will be made in USD to the Unit holder's USD foreign currency bank account in CIMB-Principal's records (at the cost and expense of the Unit holders). All distributions (if any) will be automatically reinvested into additional units in the Class at the NAV per unit of the Class on the distribution date (the number of units is rounded using the normal rounding policy to two decimal places), unless written instructions to the contrary are communicated by you to the Manager. Please refer to page 31 under "Distribution of the Fund" for more information.	31
Distribution frequency	The distribution will be on a quarterly basis depending on the level of the Fund's income. However, if the level of income generated permits, the Manager may distribute on a more frequent basis, e.g. on a monthly basis.	

Fees & charges

This table describes the charges that you may **directly** incur when you buy or redeem units of in each Class.

Charges	Class USD	Page
Application Fee	CWA : Up to 6.50% of the NAV per unit. IUTAs : Up to 5.50% of the NAV per unit.	23
Withdrawal Fee	Nil.	24
Switching Fee	Currently, switching is available between the Class and other CIMB-Principal Funds (or its classes) which must be denominated in the same currency Since switching is treated as a withdrawal from one class or fund and an investment into another class or fund (or its classes) by a Unit holder (Qualified Investor), a Switching Fee equal to the difference (if any) between the Application Fees of these two classes or funds will be charged accordingly. Switching Fee will not be charged if the fund to be switched into has a lower Application Fee. In addition, the Manager imposes a USD35 (or equivalent) administrative fee for every switch made out of any of the CIMB-Principal Funds. However, this USD35 (or equivalent) administrative fee is waived for the first four (4) switches out of any of the CIMB-Principal Funds in each calendar year. The Manager also has the discretion to waive the Switching Fee and/or administrative fees.	24
Transfer Fee	A Transfer Fee of not more than USD15 (or equivalent) may be charged for each transfer. However, the Manager has the discretion to waive the Transfer Fee.	24
Other charges payable directly by the investor when purchasing or redeeming the units	Any applicable bank charges and other bank fees incurred as a result of an investment or redemption will be borne by the investor.	

Note: Notwithstanding the maximum Application Fee disclosed above, investors may negotiate with the distributors for lower charges.

This table describes the charges that you may **indirectly** incur when you invest in the Fund.

Charges	Class USD	Page
Management Fee	Up to 1.80% per annum of the NAV of the Fund.	25
Trustee Fee	0.04% per annum of the NAV of the Fund (including local custodian fees and charges but excluding foreign sub-custodian fees and charges).	25
Fund Expenses	Only expenses that are directly related to the Fund can be charged to the Fund. Examples of relevant expenses are audit fee and tax agent's fee.	26
Other fees payable indirectly by an investor when investing in the Fund	Other fees indirectly incurred by a feeder fund such as dilution adjustment, annual custodian fees and transaction fees of the Target Fund. As such, Unit holders are indirectly bearing the dilution adjustment, custodian fees and transaction fees charged at the Target Fund level.	26

Transaction information

	Class USD	Page
Minimum initial investment	USD 10,000.00 or such other amount as the Manager may from time to time decide.	30
Minimum additional investment	USD 5,000.00 or such other amount as the Manager may from time to time decide.	30
Minimum withdrawal	USD 5,000.00 or such other amount as the Manager may from time to time decide	30
Minimum balance	10,000 units or such other number as the Manager may from time to time decide.	31
Withdrawal	<p>Upon receiving a valid withdrawal request which fulfils the requirements of the Manager, the Manager will pay the redemption proceeds to the Unit holder within 10 days.</p> <p>However, investors should note that the time taken to pay the redemption proceeds to investors (i.e. 10 days) may be extended or delayed if the Target Fund is suspended and/or the redemption from the Target Fund is deferred.</p> <p>Please refer to page 21 for more information on suspensions and deferrals of the Target Fund and page 29 for more information on the processing of a withdrawal.</p>	30
Switching	Manager may, at its absolute discretion, allow switching into (or out of) the Fund, either generally (for all Qualified Investors) or specifically (for any particular Qualified Investors).	31
Transfer facility	The Manager may, at its absolute discretion, allow Unit holders to transfer their units to Qualified Investors subject to such terms and conditions as may be stipulated by the Manager from time to time. The Manager may refuse to register any transfer of a unit at its absolute discretion.	31
Cooling-off period	Six (6) Business Days from the date the application form is received and accepted by the Manager or Distributor from the first time investor. However, corporations or institutions investing in the Fund are not entitled to the cooling-off rights.	31

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CIMB-Principal Asset Management Berhad (304078-K)

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