

# INFORMATION MEMORANDUM (Second Supplementary)

## ATM ENTREPRENEUR INVESTMENT GROWTH FUND

Date of Launch : 18<sup>th</sup> October 2021  
Date of 1<sup>st</sup> Revise : 23<sup>rd</sup> January 2025  
Date of 2<sup>nd</sup> Revise : 25<sup>th</sup> November 2025



Manager :  
**SIDEEQUITY CAPITAL MANAGEMENT SDN BHD**  
*(formerly known as ATM Capital Management Sdn Bhd)*  
Reg. No. : 201801008629/ (1270643-D)  
Fund Management License No. : eCMSL/A0372/2021

Trustee :  
**MAYBANK TRUSTEE BERHAD**  
Reg. No. : 196301000109/ (5004-P)

Investors are advised to read and understand this Second Supplementary Information Memorandum, together with the Information Memorandum dated 18 October 2021 and the First Supplementary Information Memorandum dated 23 January 2025; and if in doubt to obtain professional advice before subscribing to units of the Fund. For information concerning certain risk factors which should be considered by prospective investors, see “ risk factors ” in Chapter 2.

**UNITS OF THE ATM ENTREPRENEUR INVESTMENT GROWTH FUND CAN ONLY BE SOLD TO SOPHISTICATED INVESTORS.**

## RESPONSIBILITY STATEMENT

This Second Supplementary Information Memorandum has been reviewed and approved by the directors of SideEquity Capital Management Sdn Bhd (*formerly known as ATM Capital Management Sdn Bhd*) 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.

## STATEMENT OF DISCLAIMER

The Securities Commission Malaysia has not authorised or recognised the Fund and a copy of this offering document has not been registered with the Securities Commission Malaysia.

The lodgement of this offering document should not be taken to indicate that the Securities Commission Malaysia recommends the said fund or assumes responsibility for the correctness of any statement made, opinion expressed or report contained in this offering document.

The Securities Commission Malaysia is not liable for any non-disclosure on the part of the SideEquity Capital Management Sdn Bhd (*formerly known as ATM Capital Management Sdn Bhd*) who is responsible for the said Fund and takes no responsibility for the contents in this offering document. The Securities Commission Malaysia makes no representation on the accuracy or completeness of this offering document, and expressly disclaims any liability whatsoever arising from, or in reliance upon, the whole or any part of its contents.

## ADDITIONAL STATEMENTS

The Fund is available only to Sophisticated Investors who understand and accept the investment objective, policy, and strategy according to their investment needs, objectives, goals, and risk profile. Please be informed that the Fund's investment and performance are non-guaranteed.

On subscribing, to prevent any incidence of cash mishandling or mismanagement, any form of cash payments, cash deposits and third-party payments are strictly prohibited. The investors are advised to make payments only via telegraphic or online transfer or by crossed cheque or banker's cheque make payable to "SideEquity Capital Management Sdn Bhd".

Investors are advised to note that recourse for false or misleading statements or acts made in connection with the Information Memorandum is directly available through sections 248, 249 and 357 of the Capital Markets and Services Act 2007.

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

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

**Investors should note that the Fund is a Malaysian domiciled fund.**

This Second Supplementary Information Memorandum is issued to inform investors that:

- the statements of disclaimer and additional statements have been updated;
- the corporate directory of the Manager has been updated; and
- information on the Manager has been updated

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<b>DEFINITIONS</b>	
The Act or CMSA	The Capital Markets and Services Act 2007 as may be amended from time to time.
Bursa Malaysia	The stock exchange managed and operated by Bursa Malaysia Securities Berhad.
Business Day	A day on which Bursa Malaysia is open for trading.
Deed	The deed in respect of the Fund entered into between the Manager and the Trustee as may be modified by any supplemental deed.
Financial Institution	<p>1. If the Institution is in Malaysia:</p> <p>(a) A licensed bank;</p> <p>(b) A licensed investment bank; or</p> <p>(c) An Islamic bank.</p> <p>2. If the Institution is outside Malaysia:</p> <p>(a) Any Institution that is licensed, registered, approved or authorized to provide financial services by the relevant banking regulator.</p>
Fund	ATM Entrepreneur Investment Growth Fund.
Guidelines	The Guidelines on unlisted Capital Market Products Under the Lodge and Launch Framework issued by the Security Commission as maybe amended from time to time.
High Water Mark	As described in Chapter 3 on “Fees, Charges and Expenses”
Information Memorandum	This document, and includes any supplementary or replacement Information Memoranda;
Initial Offer Period (IOP)	<p>A period of thirty (30) days starting on the Launch Date and during which the Manager invites potential Investors to participate in the Fund by subscribing for Units in the Fund; during this period, Units are created, cancelled, sold and redeemed at a fixed price.</p> <p>The Manager may shorten the Initial Offer Period if the Manager is of the view that it is timely to commence the Fund to enable it to commence investment for the Fund due to favorable market conditions.</p>
Joint holder	A person who holds Units together with another person or persons.
Launch Date	The date of this Information Memorandum and is the date on which sale of Units of the Fund may first be made; the Launch Date is also the date of constitution of the Fund.
Liquid Assets	Means cash or any permitted investment capable of being converted into cash within seven (7) days.
Management Fee	The management fee payable to the manager as described in Chapter 3 on “Fees, Charges and Expenses”.
The Manager	SideEquity Capital Management Sdn Bhd (201801008629/ 1270643-D). <i>(formerly known as ATM Capital Management Sdn Bhd)</i>
NAV	The net asset value of the Fund, which is the value of all the assets of the Fund less the total liabilities of the Fund at the point of valuation. For the purpose of computing the annual management fee and annual trustee fee, the NAV of the Fund should be inclusive of the management fee and the trustee fee for the relevant day.

NAV per unit	The NAV of the Fund divided by the total number of Units in circulation at the valuation point.
RM or Ringgit Malaysia	The lawful currency of Malaysia.
Relevant Laws	Means laws, rules, regulations, guidelines, directives, circulars, guidance notes and investment management standards passed or issued by any relevant authority relating to or connected with the fund management industry in Malaysia.
Security Commission or SC	The Securities Commission Malaysia established under the Securities Commission Malaysia Act 1993.
Sophisticated Investors	Sophisticated Investors mean any person who falls within any of the category of Investors set out in Part 1, Schedule 6 and 7 of the CMSA as may be amended from time to time.
Special Resolution	Means a resolution passed at a meeting of Unit Holders duly convened in accordance with the Deed and carried by a majority in number representing at least three quarters of the value of the Units held by the Unit Holders voting at the meeting in person or by proxy.
Trustee	Maybank Trustees Berhad (196301000109/ 5004-P).
Trustee Fee	The trustee fee payable to the manager as described in Chapter 3 on "Fees, Charges and Expenses".
Units	Units of the Fund and includes a fraction of a unit of the Fund.
Unit Holder/ Investor	The Sophisticated Investor for the time being who is registered pursuant to the Deed as a holder of Units in the Fund, including a Joint holder.
Wholesale Fund	A unit trust scheme, the units of which are issued offered for subscription or purchase. Or for which invitations to subscribe for or purchase of units have been made, exclusively to Sophisticated Investors.

**General Words and Expressions:**

In this Second Supplementary Information Memorandum, unless the context otherwise requires, words importing the singular shall include the plural and vice-versa. References to any law, rules, guidelines or orders shall include such laws, rules, guidelines or orders as may be amended from time to time.

## CORPORATE DIRECTORY

### MANAGER

SideEquity Capital Management Sdn Bhd (201801008629/ 1270643-D)  
(formerly known as ATM Capital Management Sdn Bhd)

#### Registered Office:

No. 3-25, PV128,  
Jalan Genting Klang,  
53300 Kuala Lumpur,  
Wilayah Persekutuan,  
Malaysia

#### Business Address:

Suite 8.01, Level 8,  
Menara Access World,  
No. 1, Jalan 19/3, Seksyen 19,  
46300 Petaling Jaya, Selangor,  
Malaysia

Tel: +603-3051 0488

Website: [www.sideequity.com](http://www.sideequity.com)

Email: [admin@sideequitycm.com](mailto:admin@sideequitycm.com)

### TRUSTEE

Maybank Trustees Berhad (196301000109/ 5004-P).

#### Business Address:

Level 8, Menara Maybank, 100 Jalan Tun Perak,  
50050 Kuala Lumpur, Wilayah Persekutuan, Malaysia

Tel: +603-2070 8833

## BOARD OF DIRECTORS

<b>LEE WEI CHUNG</b>	(Non-Independent Executive Director)
<b>MOHD ROSSLE BIN JAMAT</b>	(Non-Independent Executive Director)

## CHAPTER 1: FUND INFORMATION

### 1.1 FUND OBJECTIVE

The Fund aims to provide investors with capital growth over their investment horizons by investing in local and/or foreign equities and equity-related securities.

Note: Investors should have medium to long term investment horizons while participating in the Fund; medium-term is 3 to 5 years; and long term is more than 5 years.

***Any material change to the Fund objective would require the approval of Unit Holders.***

### 1.2 INVESTMENT POLICY AND STRATEGY

The Manager is determined to achieve the objective of the Fund by investing in a diversified portfolio of undervalued and fundamentally sound or strong companies.

The Fund will invest predominantly in stocks/equities listed on Bursa Malaysia and progressively diversify into foreign equity markets as the Fund grows in AUM (“Asset under Management”). This will provide an added investment opportunity, create better potential in returns and enhance risk mitigation.

Although the Manager intends to commit up to 95% of the investments of the Fund into equities and equity-related securities, the Manager may, in adverse conditions, seek temporary relief for investors by retreating wholly into less volatile money market instruments and short-term or cash deposits.

On the whole, the Manager will exercise prudent agility and discipline in response to market changes.

### 1.3 PERMITTED INVESTMENTS

The Fund may invest in the following domestic and/or foreign investments:

- (a) Listed and unlisted equities;
- (b) Equity-related securities;
- (c) Collective investment schemes;
- (d) Fixed income instruments;
- (e) Money market instruments; and
- (f) Short-term or cash deposits with maximum tenure of 365 days.

### 1.4 ASSET ALLOCATION

The asset allocation of the Fund will be as follows:

- (a) 0% to 95% - equity and equity related securities.
- (b) 0% to 100% - fixed income instruments, money market instruments and short-term or cash deposits.

### 1.5 BASE CURRENCY

The Fund is denominated in Ringgit Malaysia (RM).

### 1.6 DATE OF LAUNCH

18 October 2021

24 November 2025 (New Date of Revised)

## 1.7 INITIAL OFFER PERIOD AND INITIAL OFFER PRICE

The Initial Offer Period (“IOP”) is thirty (30) days commencing from the Launch Date. During the Initial Offer Period, no valuations will be done. Thus, the initial offer price of a unit of the Fund will be fixed at RM1.0000 until the expiry of IOP. The Manager may shorten the Initial Offer Period if the Manager is of the view that it is timely to commence the Fund to enable it to commence investment for the Fund due to favorable market conditions.

## 1.8 FINANCIAL YEAR END

30 September of each calendar year.

## 1.9 BENCHMARK

Absolute return of 8% per annum

## 1.10 BASES FOR VALUATION

### **Listed Securities**

Listed securities will be valued daily based on the primary exchange last closing market price or such other basis as may be prescribed by the relevant laws from time to time including approved accounting standards.

However, if a valuation based on market price does not represent the fair value of the securities, or no market price is available, including in the event of a suspension in the quotation of the securities for a period extending fourteen (14) days, or such shorter period as may be agreed upon by the Trustee, then the securities will be valued at fair value as determined in good faith by the Manager or its delegate based on methods approved by the Trustee.

### **Unlisted Securities**

Unlisted securities will be valued at the cost price of each investment until the securities are successfully listed on a recognized stock exchange, upon which quoted prices will be available and valuation will be based on the primary exchange last closing market price or such other basis as may be prescribed by the relevant laws from time to time including approved accounting standards.

### **Fixed Income Securities**

Listed local and foreign fixed income securities will be valued based on the last done prices as at the close of the Business Day of the respective markets on the same calendar day. However, if:

- (a) a valuation based on the market price does not represent the fair value of the fixed income securities, for example during abnormal market conditions; or
- (b) no market price is available, including if a suspension in the quotation of the fixed income securities for a period exceeding fourteen (14) days, or such shorter period as agreed by the Trustee,

then the fixed income securities would be valued at fair value, as determined in good faith by us based on the methods or bases approved by the Trustee after appropriate technical consultation. Investments in fixed income securities denominated in RM which are not listed on any recognized stock exchange will be valued on each Business Day by reference to the fair value prices quoted by a bond pricing agency registered with the Securities Commission. Investments in foreign unlisted fixed income securities will be valued by reference to the average indicative yield quoted by three (3) independent and reputable Financial Institutions.

**Money Market Instruments**

Valuation of money market instruments will be determined daily based on the accretion of discount or amortization of premium on a yield to maturity basis.

**Collective Investment Schemes**

Investments in collective investment schemes will be valued based on the last published price per unit or other appropriate method as determined by the Manager and approved by the Trustee.

**Cash and Liquid Assets**

Cash and liquid assets placed with financial institutions will be valued based on the carrying value (by reference to the principal value of such investments and the interests accrued thereon for the relevant period) which is a reasonable estimate of fair value. Cash and liquid assets are defined as currency fixed deposits and placement of money at call with financial institutions.

The value of any other investment comprised in the Fund which cannot be determined in the manner set out above will be valued at fair value and at all times in compliance with the relevant laws (including approved accounting standards).

## 1.11 VALUATION OF THE FUND

The Fund will be valued at 5.00 p.m. every Business Day (or "Trading Day" or "T" Day). However, if the Fund has exposure to investments outside of Malaysia, the Fund will be valued at 12.00 p.m. on the next Business Day (or "T + 1").

All foreign assets are translated into the Base Currency based on the exchange rate as stipulated by the Securities Commission, or such other rate as may be prescribed from time to time by the relevant laws or authority.

If the foreign market in which the Fund is invested is closed for business, the underlying assets will be valued based on the latest available price as at the day the particular foreign market was last opened for business. The Fund will be valued every Business Day except during the Initial Offer Period. Information on Fund NAV and Unit price may be obtained from the Manager's website at [www.sideequity.com](http://www.sideequity.com)

## 1.12 SUSPENSION OF DEALING IN UNITS

If the Manager requests the Trustee to suspend the sale and/or redemption of Units, and the Trustee considers that the suspension is not in the interests of Unit Holders, the Trustee will immediately call for a Unit Holders' meeting to decide on the next course of action. For the avoidance of doubt, the primary consideration for the suspension of the sale and/or redemption of Units is that the assets of the Fund to be acquired/sold or liquidated are not able to be acquired/sold or liquidated at an appropriate price or on adequate terms.

Notwithstanding the aforesaid, the Trustee may, without the consent of the Unit Holders, suspend the sale and/or redemption of Units in exceptional circumstances when there is good and sufficient reason to do so having regard to the interests of the Unit Holders and potential investors of the Fund.

The aforesaid suspension shall cease once the exceptional circumstances which triggered the suspension have come to an end and all suspended applications for Units and redemption requests shall be deemed to have been received on the first Business Day after the lifting of the suspension. The Trustee shall cause the Manager to inform the Unit Holders when dealing in Units of the Fund is suspended.

## CHAPTER 2: RISK FACTORS

### 2.1 GENERAL RISKS OF INVESTING IN THE FUND

The following are some of the **general risks** which Investors should be aware of when investing in the Fund:

#### **Market Risk**

Market risk refers to the potential losses that may arise from adverse changes in the market *prices* of the investments of the Fund in response to market developments (such as adverse changes in government regulations and policies, economic developments, investor sentiment, inflation, interest rates and exchange rates), which would then affect the Fund. The Manager will mitigate this risk by monitoring the market closely and act on any adverse news accordingly in order to safeguard the value of the Fund.

#### **Liquidity Risk**

Liquidity risks refer to the ease of liquidating an asset depending on the asset's volume traded in the market. If the Fund holds assets that are illiquid, or are difficult to dispose of, the value of the Fund will be negatively affected when it has to sell such assets at unfavorable prices.

#### **Non-compliance Risk**

Although the Manager has every intention of observing all the rules governing the Fund at all times, there is a risk that the Manager may not at times be able to observe those rules. Both external factors (such as adverse market conditions, natural disasters or political instability) and internal factors (such as oversight by the Manager, a lapse in the compliance function, or clerical error) could impact on the ability of the Manager to observe the rules governing the Fund. Whilst non-compliance with those rules will not necessarily result in losses to the Fund, a Unit Holder cannot discount the risk that losses may be suffered by the Fund if non-compliance with the rules is sufficiently serious.

#### **Inflation Rate Risk**

Inflation rate risk is the risk of potential loss in the purchasing power of investment due to a general increase of consumer prices. Inflation erodes the nominal rate of return giving a lower real rate of return. Inflation is thus one of the major risks over the long term that can also impact the short term if a sudden shock occurs, such as a spike in oil prices, resulting in uncertainty over the future value of investments.

### 2.2 SPECIFIC RISKS RELATED TO THE FUND

The following are some of the **specific risks** of investing in the Fund:

#### **Specific Security Risk**

Specific security risk refers to the downside of capital invested in a single security. However, this risk is being mitigated by the Fund investing in basket of carefully selected securities.

#### **Country Risk**

As the Fund may invest globally, the Fund may be exposed to risks specific to the countries in which the securities are listed. Changes or developments in the regulations, political environment and the economy of those countries may impact on the Fund.

#### **Currency Risk**

Currency risk is also known as foreign exchange risk where the risk is associated with the Fund's underlying investments which are denominated in currencies different from the Fund's Base Currency, i.e., RM. The impact of the exchange rate movement between RM and the currencies of the

underlying investments may result in depreciation or appreciation of the value of the Fund's investments as expressed in RM.

**Counterparty risk**

The Fund will be exposed to settlement and credit risk of financial institutions with whom the Fund deals with. The Fund may place deposits and invest in money market instruments with financial institutions. In the event that the financial institution is not able to fulfil its obligations especially in the event of bankruptcy, this may lead to a loss to the Fund.

**Interest Rate Risk**

Interest rate risk refers to the impact of interest rate changes on the valuation of debt instruments whenever is applicable. When interest rates rise, debt instruments prices generally decline and this may lower the market value of the Fund's investment in debt instruments. The reverse may apply when interest rates fall.

**Credit and Default Risk**

Credit risk relates to the creditworthiness of the issuers of the debt instruments and its expected ability to make timely payment of interest and/or principal. Any adverse situations faced by the issuer may impact the value as well as liquidity of the debt instrument. Default risk relates to the risk than an issuer of a debt instrument either defaulting on payments or failing to make payments in a timely manner which will in turn adversely affect the value of the debt instruments. This could adversely affect the value of the Fund.

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*Note: The above should not be considered to be an exhaustive list of the risks in fund investment. The investors should be aware that an investment in the fund may be exposed to other risks of an exceptional nature from time to time.*

## CHAPTER 3: FEES, CHARGES AND EXPENSES

Expenses directly incurred by Unit Holders.

### 3.1 ENTRY FEE

Up to 3% of the investment amount upon subscription.

### 3.2 EXIT FEE

3% of the redemption amount if redemption occurs in the first year after subscription; nil thereafter.

### 3.3 SWITCHING FEE

None until further notice.

Expenses indirectly incurred by Unit Holders, i.e., charged to the Fund.

### 3.4 MANAGEMENT FEE

A management fee of 2% per annum of the Fund is calculated and accrued daily and is charged to the Fund; this fee is payable in arrears on a monthly basis.

### 3.5 TRUSTEE FEE

Subject to a minimum of RM18,000 per annum, the Trustee's fee of 0.06% per annum of the Fund is calculated and accrued daily and is charged to the Fund; this fee is collected by the Trustee in arrears on an annual basis.

### 3.6 PERFORMANCE FEE

A performance fee of 20% of the profit, if any, made by a Unit Holder during a 3-month period is calculated at the end of March, June, September and December of every year and is charged to the Unit Holder subject to high water mark; SCM will be utilizing the *'equalisation credit/ contingent Redemption'* approach when calculating the performance fee. This form of equalisation involves making certain adjustments on an investor's account and is detailed below:

An **equalisation credit** is awarded to investors who subscribe in periods when the gross asset value (GAV) per share is greater than the Fund High Water Mark (HWM). The amount of equalisation awarded per share is the equivalent to the difference per share between the GAV and the Net Asset Value (NAV). This is to ensure that investors in the Fund do not pay a fee to the manager for performance they did not enjoy. This equalisation credit is invested with the other assets of the Fund and may depreciate.

However, it will never appreciate above the maximum equalisation credit, i.e., that awarded on entry. Assuming an investor has an equalisation credit at a period-end, additional shares in the Fund will be awarded to them to the value of the total equalisation credit available at that point in time. If the equalisation credit is not applied in full at the first period-end, additional shares will continue to be allotted at each future period-end until the equalisation credit, allowing for subsequent appreciation or depreciation in the Fund, has been fully applied.

If an investor buys into a Fund when the GAV/NAV per share is below the HWM, the investor will owe an additional performance fee relating to the Fund growth from the share price at which it entered up to the HWM. This amount is referred to as the **contingent redemption**. This calculation ensures that the

investor does not benefit from a “free ride” up to the HWM. A contingent redemption will be applied at each period-end until such a time as the GAV rises above the HWM. The investor will experience a reduction in their number of shares to the value of the contingent redemption. This redemption amount is paid directly to the manager by the Fund, by way of a fee.

Refer to Appendix-1 for further explanation of this equalisation credit/contingent redemption approach by way of example scenarios

### 3.7 OTHER EXPENSES

Only fees and expenses which are directly related and necessary to the business of the Fund may be charged to the Fund. These include (but are not limited to) the following:

- (a) commissions or fees paid to brokers and dealers in effecting dealings in the investments of the Fund;
- (b) (where the custodial function is delegated by the Trustee for the custody of foreign investments) charges and fees paid to sub-custodians taking into custody any foreign assets of the Fund;
- (c) tax and other duties charged to the Fund by the government and/or other authorities;
- (d) costs, fee and expenses properly incurred by the auditor and tax adviser appointed for the Fund;
- (e) costs, fees and expenses incurred for the valuation of any investments of the Fund by independent valuers for the benefit of the Fund;
- (f) costs, fees and expenses incurred for any modification of the Deed save where the modification is for the benefit of the Manager and/or the Trustee;
- (g) costs, fees and expenses incurred for any meeting of the Unit Holders save where such meeting is convened for the benefit of the Manager and/or Trustee; and
- (h) any tax and/or other indirect or similar tax now or hereafter imposed by law or required to be paid in connection with any costs, fees and expenses incurred by the Fund; and other fees and expenses related to the Fund allowed under the Deed.

All fees and charges 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 (if any) from time to time. As a result of changes in any rule, regulation, directive, notice and/or law issued by the government or relevant authority, there may be additional cost to the fees, charges, and/or taxes payable to and/or by the Fund or an investor as disclosed in the Product Highlights Sheet.

### 3.8 REBATES AND SOFT COMMISSION POLICY

The Manager will not retain any rebate from, or otherwise share in any commission with, any broker/dealer in consideration for directing dealings in the investments of the Fund. Any rebate on brokerage fees or shared commissions is to be credited into the accounts of the Fund (where such brokerage fees or shared commissions are paid out or to be paid out of that Fund). Soft commissions such as goods and services received from brokers are retained by the Manager or its delegate only if the goods and services are of demonstrable benefit to the Unit Holders and/or the Fund (for example, research materials and computer software incidental to the investment management of the Fund).

## CHAPTER 4: TRANSACTION INFORMATION

### 4.1 PRICING POLICY

The Fund uses a forward pricing basis which means that pricing is based on the NAV per Unit of the Fund at the valuation point at the end of the Business Day on which a particular subscription or redemption request is received by the Manager.

If at any time there is no Unit Holder resulting in there being no Units of the Fund in circulation, and the NAV of the Fund being zero, the Manager will have the sole right and discretion to issue new Units in the Fund for subscription by new investors at the initial offer price of RM1.00 per Unit.

### 4.2 COMPUTATION OF NAV AND NAV PER UNIT

The NAV of the Fund is determined as at the valuation point at the end of each Business Day and is the total value of all assets of the Fund (which includes, amongst others, investments and cash held by the Fund including income derived by the Fund which has not been distributed to Unit Holders) less all liabilities of the Fund (which includes, amongst others, any amount owing or payable by the Fund including any valid provisions that the Trustee or the Manager considers necessary to be made). The NAV per Unit is the price per Unit derived by dividing the NAV of the Fund by the number of Units of the Fund in circulation.

#### Illustration: Computation of NAV per Unit

The following illustration shows how the NAV of a Unit is calculated:

If the NAV of the Fund at a particular valuation point is RM581,906,688.68 and the number of Units in circulation at that same valuation point is 581,000,000 Units, the NAV per Unit will be:

$$\begin{aligned} \text{RM581,906,688.68} / 581,000,000 \text{ Units} &= \text{RM1.0015605657142 (before rounding adjustment).} \\ &= \text{RM1.0016} \end{aligned}$$

### 4.3 INCORRECT PRICING

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

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

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

- (d) if there is an under valuation and/or pricing in relation to the redemption of Units, the Fund shall reimburse the Unit Holder or former Unit Holder.

#### 4.4 MINIMUM INITIAL INVESTMENT, MINIMUM ADDITIONAL INVESTMENT MINIMUM REDEMPTION OF UNITS, AND MINIMUM ACCOUNT BALANCE

Minimum Initial Investment	RM500,000 or such amount as may be permitted by the Manager
Minimum Additional Investment	RM50,000 or such amount as may be permitted by the Manager.
Minimum Account Balance	RM500,000 or such amount as may be permitted by the Manager
Minimum Redemption of Units	RM50,000 or such amount as may be permitted by the Manager

#### 4.5 APPLICATION FOR UNITS

Units of the Fund are available for subscription or purchase by Sophisticated Investors as from the date of the Information Memorandum. During the Initial Offer Period, Units will be sold at RM1.00 each and will be issued only upon the Manager's designated account having been credited with the subscription amount together with all the duly completed application forms and supporting documents.

After the Initial Offer Period, Units will be sold at the NAV per Unit as at the end of the Business Day on which the subscription amount is credited into the Manager's designated account, subject to the receipt by the Manager of the duly completed application forms and supporting documents. Units can be subscribed for or bought on any Business Day between 9.00 a.m. to 5.00 p.m. at the Manager's office and at the offices set out in Chapter 10 of this Information Memorandum. However, the cut-off time is 4.00 p.m. (or such later time as the Manager may be prepared to accept in its sole discretion) which means applications and subscription amounts received after 4.00 p.m. will be deemed to have been received on the following Business Day.

The Manager reserves the right to vary the terms and conditions of investment and payment modes from time to time; variations, if any, will be communicated to potential investors and Unit Holders via the Manager's website at [www.sideequity.com](http://www.sideequity.com). The Manager may also at its sole discretion reject any application which is not complete and/or is not accompanied by the documents required.

#### 4.6 REDEMPTION OF UNITS

Unit Holders may redeem their Units partially or wholly by requesting the Manager to repurchase their Units; requests for redemption are irrevocable. Units will be repurchased at the NAV per Unit as at the end of the Business Day on which the redemption request is received by the Manager. Repurchase proceeds will be paid to a Unit Holder within ten (10) days of the day the repurchase request is received by the Manager provided that all documentation submitted is complete.

Although there is generally no restriction on the frequency of repurchase, an exit fee of 3% will be charged to the Unit Holder if Units are redeemed in the first year after the subscription for or purchase of those Units; no exit fee will be charged for redemption of Units made in respect of Units subscribed for or bought more than one (1) year ago. Further, if redemption will result in a Unit Holder holding less than the Minimum Account Balance, the Manager is entitled, but not obliged, to consider that a redemption request has also been made in respect of the remaining Units and can compulsorily repurchase the same. If due to circumstances beyond the Manager's control and in the Manager's

sole opinion, liquidation of the assets of the Fund for the purpose of raising proceeds for a redemption request cannot be effected without prejudicing the interests of Unit Holders, the period for payment of the redemption proceeds may be extended if the Manager considers it necessary in the interests of the Unit Holders; in such a case, the period for payment of the redemption proceeds will not exceed twenty one (21) days unless a longer period is agreed between the Manager and the Trustee.

Following a redemption request, the Trustee may instruct the Manager to refuse the request if, in the opinion of the Trustee, assets of the Fund cannot be liquidated at an appropriate price or on adequate terms to pay the redemption proceeds and would therefore not be in the interests of existing Unit Holders.

Subject to the aforesaid, Units can be redeemed by submitting the relevant request forms to the Manager on any Business Day between 9.00 a.m. to 5.30 p.m. at the Manager's office and at the offices set out in Chapter 9 of this Information Memorandum. However, the cut-off time is 4.00 p.m. (or such later time as the Manager may be prepared to accept in its sole discretion), which means redemption requests received after 4.00 p.m. will be deemed to have been received on the following Business Day. The Manager reserves the right to vary the terms and conditions for redemptions; variations, if any, will be communicated to potential investors and Unit Holders via the Manager's website at [www.sideequity.com](http://www.sideequity.com). The Manager may also at its sole discretion reject any redemption request which is not complete and/or is not accompanied by the documents required.

#### 4.7 SWITCHING OF UNITS

Switching is a process which assists Unit Holders to move their investments between funds in response to a change in their investment goals and/or market conditions. Unit Holders may switch into or out of any wholesale fund which is managed by the Manager. A switch is affected by repurchasing Units from the Fund in which the Units are held and in turn investing the net proceeds into another fund, subject to the minimum balance and terms and conditions applicable to that fund. There is no limit as to the frequency of switching transactions. No switching fee charged for switching between the Funds managed by the Manager. However, the Manager reserves the right to reject any switching request:

- (a) which it regards as disruptive to efficient portfolio management
- (b) is deemed by the Manager to be contrary to the best interests of either of the Funds; or
- (c) if a switch would result in a Unit Holder holding less than the Minimum Account Balance in respect of a fund.

Unit Holders may exercise the switching facility on any Business Day by completing and sending a switching request to the office of the Manager in the form prescribed by the Manager.

A switch is processed as a redemption from one fund and an investment into another. If the Manager receives a valid switch request before 4.00 p.m. (or such later time as the Manager may be prepared to accept in its sole discretion), the Manager will process it using the NAV per Unit calculated for that Business Day. If the Manager receives the request at or after 4.00 p.m., it will be processed using the NAV per Unit calculated for the following Business Day.

#### 4.8 TRANSFER OF UNITS

Not available, unless by operations of law or under the provision of the Deed.

#### 4.9 ROUNDING ADJUSTMENTS

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

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

#### 4.10 PERIODIC REPORTING TO UNIT HOLDERS

In each Financial Year of the Fund, a Unit Holder will receive:

- (a) monthly statements of accounts which provide the latest updates of the Unit Holder's investment accounts;
- (b) a quarterly report consisting of financial statements, information on fund performance and volatility, risk, market outlook, changes in key investment personnel, illiquid holdings and details of the Fund's exposure; and
- (c) an annual report consisting of audited financial statements, information on fund performance and volatility, risk, market outlook, changes in key investment personnel, illiquid holdings and details of the Fund's exposure.

Reports and statements may be sent in softcopy format.

#### 4.12 DISTRIBUTION POLICY

As the Fund seeks to provide capital growth, distributions (which is subject to availability of income) will be incidental at the discretion of the Manager.

Generally, if the income available is too small or insignificant, the Manager may choose not to distribute the income as distributions may not be beneficial to the Unit Holders as the costs to be incurred in such distributions may be higher than the amount available for distribution. The Manager has the discretion to decide on the amount to be distributed to the Unit Holders.

As the Fund seeks to provide capital growth, distributions (if any) will be in the form of reinvestment into the Fund unless a Unit Holder has previously notified the Manager that he prefers to receive distributions (if any) in the form of cash. Reinvestment will be based on the NAV per Unit two Business Days after the income distribution date.

For the avoidance of doubt, a Unit Holder who ceases to be a Unit Holder after an income distribution is declared but before the distribution date will still be entitled to the income distribution.

#### 4.13 CROSS TRADES

We generally discourage cross trades and prohibit any transactions between client (s) accounts and fund accounts. Any cross-trade activity requires prior approval with the relevant supporting justification(s) to ensure the trades are executed in the best interest of both funds and such transactions were executed at arm's length. Cross trades will be reported to the Investment Committee to ensure compliance to the relevant regulatory requirements.

#### 4.15 UNCLAIMED MONEYS

Redemption moneys which remain unclaimed after twelve (12) months will be dealt with in accordance with the Unclaimed Moneys Act 1965. Distribution proceeds which remain unclaimed for six (6) months or more will automatically be reinvested into the Fund based on the prevailing NAV per Unit of the Fund.

## CHAPTER 5: THE MANAGER

### 5.1 BACKGROUND OF THE MANAGER

The Manager of the Fund is SideEquity Capital Management Sdn Bhd (“SCM”) (*formerly known as ATM Capital Management Sdn Bhd*), a fund management company incorporated in Malaysia on 5 March 2018. SCM is a holder of a capital markets services license for fund management in relation to portfolio management (boutique) issued by the SC under the CMSA.

For further information on the Manager please refer to [www.sideequity.com](http://www.sideequity.com)

### 5.2 DUTIES AND RESPONSIBILITIES OF THE MANAGER

The Manager is responsible for the investment management and marketing of the Fund, the servicing of Unit Holders' needs, the keeping of proper administrative records of Unit Holders and the Fund, and ensuring compliance with stringent internal procedures and the guidelines of relevant authorities.

### 5.3 FUND MANAGEMENT TEAM

The Manager's members of the fund management team for the Fund comprise the following:

#### **Jason Lee Wei Chung – Chief Executive Officer/Chief Investment (Designated Fund Manager)**

Jason has more than 25 years of experience in fund management, equities sales and analysis. He most recently served as Director of Investment in Fortress Capital Asset Management and earlier as CEO and CIO of Libra Invest Bhd. Prior to that, Jason was the Head of Equities Sales of Macquarie Capital Securities (Malaysia).

He qualified as a Chartered Financial Analyst and served on the Board of CFA Society Malaysia since 2000 and is the immediate past president of the said Society. He has served as President Council Representative for APAC South of CFA Institute.

#### **William Ng Ji Chiao – Head of Research**

William Ng currently serves as the Head of Research at SCM and brings over two decades of capital market experience. He possesses specialized expertise in corporate finance and corporate restructuring, with a strong focus on the Malaysian real estate sector. His extensive track record as a real estate developer provides deep strategic insight that materially enhances the firm's investment approach, particularly in property-related opportunities. His previous appointments include Director of Jayabina Properties and Corporate Planning and Corporate Finance Manager at Titan Chemicals.

### 5.4 BOARD OF DIRECTORS OF THE MANAGER

The Manager's Board of Directors consists of the following persons:

- |                           |                                      |
|---------------------------|--------------------------------------|
| (1) Lee Wei Chung         | (Non-Independent Executive Director) |
| (2) Mohd Rossle Bin Jamat | (Non-Independent Executive Director) |

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*Note: For further information, please refer to our website: [www.sideequity.com](http://www.sideequity.com)*

## 5.5 THE MANAGER'S DELEGATE

### **RISKK.COM SDN BHD.**

The Manager has delegated its Portfolios Reporting and Due Diligence agency functions to Riskk.com Sdn Bhd. whose fees and charges are paid for by the Manager.

Riskk.com Sdn Bhd. was incorporated in Malaysia on 23 May 1996 with registration number of 0388306K / 199601015956. Riskk.com Sdn Bhd's business includes provision of software system solutions and consultation. Business address at Tower 2 Petronas Twin Towers, Level 44, Kuala Lumpur City Centre, Wilayah Persekutuan, 50088 Kuala Lumpur. On Riskk is a Banking and Financial System house. Riskk DNA is a relentless focus on continuous innovation. Riskk uncover simple solutions to the many intractable problems of the industry. Riskk solution will power a paradigm shift in cost model and business growth into the next decade. This is the ideal Universal solution for Multinationals with diverse Global operations. Riskk provide an ideal working environment with 4-day work week and flexi time. Consequently, Riskk attract quality people that enhances the team spirit, service quality and learning experience.

On Oneportfolio is a radical departure from industry practice of integrating multiple systems for front, middle and back office. Oneportfolio is a radical departure from industry practice of integrating multiple systems for front, middle designed from ground up a solution that unify ALL processes and diverse disciplines in one system. With a passion to simplify, company dug deep into the diverse disciplines to unearth where "synergy, simplification and leveraging" replaces "integration gaps and duplications".

## CHAPTER 6: THE TRUSTEE

### 6.1 BACKGROUND OF THE TRUSTEE

Maybank Trustees Berhad, Company Registration No. 196301000109 (5004-P) is the Trustee of the Fund with its registered office at 8th Floor, Menara Maybank, 100 Jalan Tun Perak, 50050 Kuala Lumpur. Maybank Trustees Berhad (“MTB”) was incorporated on 12 April 1963 and registered as a Trust Company under the Trust Companies Act 1949 on 11 November 1963. It was one of the first local trust companies to provide trustee services with the objective of meeting the financial needs of both individual and corporate clients.

### 6.2 EXPERIENCE IN TRUSTEE BUSINESS

Maybank Trustees Berhad has acquired experience in the administration of unit trust funds/ schemes since 1991.

### 6.3 ROLES, DUTIES AND 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 due care and vigilance and is required to act in accordance with the relevant provisions of the Deed, the Act and all relevant laws.

### 6.4 TRUSTEE’S DISCLOSURE OF MATERIAL LITIGATION

As at the last practicable date, save for the suit mentioned herein below, the Trustee is not engaged in any material litigation as plaintiff or defendant and the Trustee is not aware of any proceedings, pending or threatened or of any facts likely to give rise to any proceedings which might materially and adversely affect its financial position or business.

Several holders of the bonds (“Bondholders”) issued by Aldwich Berhad [In Receivership] (“Aldwich”) had sued Aldwich for its failure to settle its indebtedness to the Bondholders following the default of the said bonds in 2010 and named the Trustee as one of the 6 co-defendants under Kuala Lumpur High Court Civil Suit No. D-22NCC-1622-11/2012 (“Aldwich Bondholders’ Suit”). The claim against the Trustee was for the sum of RM177,248,747.31 or any other sum that the Court deems fit and proper.

The other co-defendants are the holding company of Aldwich (“Holding Company”), the Chief Executive Officer of the holding company of Aldwich (“CEO”), the Security Agent and the Reporting Accountant. The Trustee denied all allegations and claimed trial.

The High Court had on 24 July 2017 delivered its judgement on the Aldwich Bondholders’ Suit (“Judgement”) that (a) all the defendants [i.e. Aldwich, Holding Company, CEO, Security Agent, Trustee and Reporting Accountant] are liable to the Bondholders for the sum of RM177,248,747.31 (“Judgement Sum”); (b) Aldwich, Holding Company and CEO are 100% liable for the Judgement Sum; and (c) among the Security Agent, Trustee and Reporting Accountant, liability is apportioned in the proportion of 50%, 30% and 20% of the Judgement Sum respectively.

The High Court had on 5 October 2017 decided in respect of the outstanding matters arising from the Judgement that (a) the quantum of the Judgement Sum is maintained, and (b) interest is payable based on the reduced sum of RM148,653,953.20 at the rate of 5% per annum from 1 November 2011 to the date of payment.

The Trustee filed an appeal against the Judgement (“Appeal”) at the Court of Appeal. On 18 September 2019, the Court of Appeal dismissed the Appeal and affirmed the decision of the High Court.

On 16 October 2019, the Trustee had filed its Leave Motion to the Federal Court. The Leave Motion was partially heard on 21 January 2021 and is scheduled for continued hearing on 25 October 2021.

## 6.5 TRUSTEE’S DELEGATE

Maybank Trustees Berhad has delegated its custodian function to Malayan Banking Berhad. The custodian function is run under Maybank Securities Solution (“MSS”), a unit within Malayan Banking Berhad. Maybank Securities Solution provides a comprehensive end to end clearing and custody services for global and domestic equities and fixed income securities. MSS provides a complete suite of corporate outsourcing solutions with a proven track record in servicing international institutional clients: Sub Custodian for major Foreign Banks and Global Custodians. MSS also provides Global custody services in more than 100 different markets via a special arrangement with their reputable partners. They have also consistently been awarded in the Global Custodian Awards for Excellence as well as other major publications.

The roles and duties of the Trustee’s delegate, MSS, are as follows:

- (a) safekeep, reconcile and maintain assets holdings records of funds against the Trustee's instructions;
- (b) act as settlement agent for shares and monies to counterparties against the Trustee's instructions;
- (c) act as agents for money market placement where applicable against the Trustee's instructions;
- (d) disseminate listed companies' announcements to and follow through for corporate actions instructions from the Trustee;
- (e) compile, prepare and submit holdings report to the Trustee and beneficial owners where relevant; and
- (f) other ad-hoc payments for work done for the Funds against the Trustee's instructions, etc.

The custodian acts only in accordance with instructions from the Trustee.

## CHAPTER 7: SALIENT TERMS OF THE DEED

### 7.1 RIGHTS OF UNIT HOLDERS

Subject to the provisions of the Deed, every Unit Holder of the Fund has the right to:

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

However, every Unit Holder of the Fund has no right to:

- (a) require the transfer to them of any of the investments of the Fund.
- (b) Interfere with or to question the exercise by the Trustee (or by the Manager on the Trustee's behalf) of the rights of the Trustee as trustee of the investments of the Fund.

### 7.2 NON-LIABILITY OF UNIT HOLDERS

Subject to the provisions of the Deed, every Unit Holder is not liable for the following:

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

### 7.3 MEETINGS CONVENED BY UNIT HOLDERS

Unit Holders may call for a meeting to consider the most recent financial statements of the Fund, to give to the Trustee such directions as the meeting thinks proper, or to consider any other matter in relation to the Deed.

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

- (a) sending by post at least seven (7) days before the date of the proposed meeting a notice of the proposed meeting to all the Unit Holders;
- (b) publishing at least fourteen (14) days before the date of the proposed meeting an advertisement giving notice of the proposed meeting in a national language newspaper published daily and another newspaper approved by the relevant authorities; and
- (c) specifying in the notice the place and time of the meeting and the terms of the resolutions to be proposed at the meeting.

#### 7.4 MEETINGS CONVENED BY THE TRUSTEE

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

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

#### 7.5 MEETINGS CONVENED BY THE MANAGER

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

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

#### 7.5 PROVISIONS GOVERNING UNIT HOLDERS' MEETINGS

##### **Quorum**

The quorum required for a meeting of the Unit Holders shall be 5 Unit Holders, whether present in person or by proxy, provided that if the Fund has 5 or less Unit Holders, the quorum required for a meeting of the Unit Holders of the Fund shall be 2 Unit Holders, whether present in person or by proxy; if the meeting has been convened for the purpose of voting on a Special Resolution, the Unit Holders present in person or by proxy must hold in aggregate at least 25% of the Units in circulation at the time of the meeting.

If within 30 minutes from the time appointed for the meeting a quorum is not present, the meeting if convened upon the request of Unit Holders shall be dissolved. In any other case, it shall stand adjourned to such day and time not being less than seven (7) days thereafter and to such place as may be appointed by the chairman of the meeting; at such adjourned meeting, the Unit Holders present in person or by proxy shall be the quorum for the transaction of business including the passing of Special Resolutions if the quorum prescribed by this Deed is not present after 30 minutes from the time appointed for the adjourned meeting.

Resolutions passed at a meeting of Unit Holders bind all Unit Holders whether or not they were present at the meeting at which the resolutions were passed. No objection may be made as to any vote cast unless such objection is made at the meeting.

##### **Voting by Proxy**

A notice calling a Unit Holders' meeting will contain a statement that a Unit Holder is entitled to attend and vote or may appoint a proxy.

The instrument appointing a proxy shall be duly stamped, if required, and deposited at the office of the Manager not less than 48 hours before the time appointed for the meeting or adjourned meeting as the case may be at which the person named in such instrument proposes to vote.

A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or the power of attorney or other authority under which the proxy was signed or the sale of Units in respect of which the proxy was given provided that no intimation in writing of such death, insanity, revocation or sale shall have been received at the place so appointed for the deposit of proxies or if no such place is appointed at the registered office of the Manager before the commencement of the meeting or adjourned meeting at which the proxy is used.

**Chairman of the Meeting**

The meeting will be chaired if the meeting was convened at the instance of the Unit Holders or the Trustee, by a person appointed by the Unit Holders present at the meeting or, where no such appointment is made, a nominee of the Trustee; or if the meeting was convened at the instance of the Manager, by a person appointed by the Manager. The decision of the chairman of the meeting on any matter shall be final.

**7.7 TERMINATION OF THE FUND**

The Manager may terminate the trust and wind up the Fund in accordance with the Deed. Notwithstanding the aforesaid, if the Fund is left with no Unit Holders, the Manager shall be entitled to terminate the Fund.

## CHAPTER 8: ADDITIONAL INFORMATION

### 8.1 DOCUMENTS AVAILABLE FOR INSPECTION

You may inspect copies of the following documents or copies thereof in relation to the Fund (upon request) at our principal place of business and/or the business address of the Trustee (where applicable) without charge:

- (a) The Deed;
- (b) Information Memorandum and supplementary or replacement information memorandum, if any;
- (c) Material contracts or documents referred to in this Information Memorandum; The latest annual and interim reports of the Fund; and
- (d) The audited financial statements of the Manager and the Fund (where applicable) for the current financial year and for the last three (3) financial years or if less than three (3) years, from the date of incorporation of commencement

### 8.2 ENQUIRIES

All enquiries about the Fund and investment in the Fund should be directed in writing to:  
[admin@sideequitycm.com](mailto:admin@sideequitycm.com)

### 8.3 AMLA POLICIES AND PROCEDURES

The Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 (AMLA) and the relevant policies, procedures, guidelines and/or regulations require the Manager to obtain satisfactory evidence of customers' identity and have effective procedures for verifying the bona fides of customers.

As such, the Manager reserves the right to request the relevant information to verify the existence of the individual/entity, its beneficial owner and source of payment. Such documents shall be filed and retained by the Manager in accordance with the relevant laws.

The Manager may refuse to accept the application and the subscription monies due to delays in producing or failure to produce any information required for the purpose of verification of identity or source of funds and subsequently file a suspicious transaction report to the financial intelligence unit of Bank Negara Malaysia for their investigation and further action.

The Manager conducts on-going due diligence on Unit Holders throughout the course of the business relationship to ensure that the transactions are consistent with the Manager's knowledge of the Unit Holders, its business and its risk profile. A transaction or a series of transactions shall be considered as "suspicious" if the transaction is inconsistent with the customer's known transaction profile or the transaction does not make economic sense. Upon encountering any suspicious transaction, the Manager will submit a suspicious transaction report to the financial intelligence unit of Bank Negara Malaysia for their investigation and further action.

## CHAPTER 9: SUBSCRIPTION AND REDEMPTION OFFICES

The following is the office where potential investors and Unit Holders may obtain forms and information for subscription to or purchase of Units of the Fund and for redemption of Units of the Fund during normal business hours.

### **Main Office**

Suite 8.01, Level 8,  
Menara Access World,  
No. 1, Jalan 19/3, Seksyen 19,  
46300 Petaling Jaya, Selangor,  
Malaysia

Tel: +603-3051 0488

Email: [admin@sideequitycm.com](mailto:admin@sideequitycm.com)

## APPENDIX-1

### Example Scenarios

Offer Price: RM1

Performance Period: Yearly

Performance Fee: 20%

NAV Frequency: Quarterly

There are four (4) dealing days in the period, on which the deals listed in Table 1 are placed. An account of the adjustments and fees on each investor's account based on the year-end NAV of the fund is summarized in Table 2 and 3.

**Table 1: Shareholding Dealing**

Date	Deal	Investor	Amount	GAV	Share Issued
Jan 1 <sup>st</sup>	Subscription	A	RM 10,000,000	RM 1.00	10,000,000
Apr 1 <sup>st</sup>	Subscription	B	RM 10,500,000	RM 1.05	10,000,000
Jul 1 <sup>st</sup>	Subscription	C	RM 12,000,000	RM 1.20	10,000,000
Oct 1 <sup>st</sup>	Subscription	D	RM 9,000,000	RM 0.90	10,000,000

**Table 2: Shareholder Accounting**

Investor	A	B	C	D
Threshold	1.00	1.05	1.20	0.90
GAV per share	1.10	1.10	1.10	1.10
Performance fee payable	0.02	0.01	0.00	0.02
Equalisation credit issued	0.00	0.01	0.04	0.00
Equalisation credit lost	0.00	0.00	0.02	0.00
Contingent redemption	0.00	0.00	0.00	0.00
<b>Investor</b>	<b>RM1.08</b>	<b>RM1.09</b>	<b>RM1.10</b>	<b>RM1.06</b>

*Note: True value per share = NAV per share + (equalisation credit issued – equalisation credit lost) – contingent redemption.*

**Fund data**

GAV 1.10  
HWM 1.00  
NAV 1.08

**Table 3: Summary**

Investor	Share	Nav	Equalisation credit (Contingent redemption)	Account value	Shares to be issued
A	10,000,000	1.08	Zero	RM 10,800,000.00	0.00
B	10,000,000	1.08	RM 100,000.00	RM 10,900,000.00	92,593
C	10,000,000	1.08	RM 200,000.00	RM 11,000,000.00	185,185
D	10,000,000	1.08	RM 200,000.00	RM 10,600,000.00	185,185

## An explanation of each investor scenario

Investor A: Year-to-date performance has been + 10% for this investor, therefore the manager will earn a fee of RM200,000 on this investment. No equalization is applied as the investor subscribed at the fund HWM.

Investor B: This investor paid RM1.05 per share on entry on April 1st. However, the market value of those shares at that date was actually RM1.04 per share (the NAV), as RM0.01 per share was payable to the manager as a fee for the positive performance that the fund enjoyed over quarter 1. As this investor did not participate in this performance; they should not be obliged to pay a fee. Thus, an equalization factor of RM0.01 per share is issued as a form of compensation to this investor. According to the NAV of the fund, on entry the investors account is valued at RM 10,400,000 ( $RM1.04 * 10,000,000$  shares). The difference of RM100,000 ( $RM0.01 * 10,000,000$  shares) brings the value of the account up to the investment amount of RM 10,500,000.

Year-to-date this investor has enjoyed a return of RM0.05 per share on their investment and so “owes” the manager a fee of RM100,000. At year-end the NAV quoted is RM1.08, thus not a true reflection of the market value on their account. As such, the fund crystallizes the RM0.01 per share equalization factor issued on entry. As of January 1st, in the new period, investor B will receive an additional RM100,000 worth of shares in the fund. This ensures that the investor’s threshold will equal the fund HWM of RM1.08 for the new period, meaning that this investment lot will never again be subjected to an equalization adjustment.

Investor C: this investor paid RM1.20 per share on entry. Inclusive in this price was a fee accrual of RM0.04 per share payable to the manager for the positive performance over the previous two quarters. As this investor did not participate in this performance, they are issued with an equalization credit of RM0.04 per share as compensation. The NAV of the fund on entry of RM1.16 means that the investor’s account is valued at RM11,600,000 ( $RM1.16 * 10,000,000$  shares). The difference of RM400,000 equalizations ( $RM0.04 * 10,000,000$  shares) brings the value of the account up to the investment amount of RM12,000,000.

A loss of RM0.10 per share is incurred on this investment at year-end. Although the NAV reported is RM1.08, this investor should not have to pay the manager a “performance” fee of RM0.02 per share. As such, the fund will compensate investor D by crystallizing RM0.02 per share equalization. Thus, this investor will receive RM200,000 worth of additional shares on January 1st in the new period. Note that there is still an additional RM0.02 per share equalization on this investment that is lost as of December 31st. This is to ensure that the investor will never be compensated for any performance fee charged on their investment below the price at which they entered the fund.

Investor D: having enjoyed an increase in the value of their investment of RM0.20 per share, investor D can expect to pay the manager a fee of 20% of this gain. However, the NAV of the fund is RM1.08, thus the manager is only earning a fee of 10% of the increase in the value of this investor’s account. To ensure that investor D doesn’t get a “free ride” between the price they subscribed (RM0.90) and the fund HWM (RM1.00), the manager receives a fee of 20% of this difference in the form of a Contingent Redemption.

Essentially this means that RM200,000 (i.e., RM0.02 per share) worth of shares will be redeemed from their account at **crystallization**. The proceeds will be paid to the manager and the investor’s threshold will increase to equal that of the fund HWM. This is a one-time adjustment on this investment that ensures the performance of these shares will move in line with the performance of the fund.

## Crystallization

Note: shares issued/redeemed on crystallization are calculated by dividing the equalisation adjustment by the NAV per share at year-end. Although shares have been issued and redeemed from respective investor accounts, the total account value for each investor has not changed, as the equalisation adjustment amount after crystallization will then be zero.

**PRODUCT HIGHLIGHTS SHEET**  
**ATM Entrepreneur Investment Growth Fund**

Date of Issuance: 18 October 2021

Date of Revise : 25 October 2025

**RESPONSIBILITY STATEMENT**

This Product Highlights Sheet has been reviewed and approved by the directors of SideEquity Capital Management Sdn Bhd (*formerly known as ATM Capital Management Sdn Bhd*) 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.

**STATEMENT OF DISCLAIMER**

The Securities Commission Malaysia has not authorised or recognised the Fund and a copy of this offering document has not been registered with the Securities Commission Malaysia.

The lodgement of this offering document should not be taken to indicate that the Securities Commission Malaysia recommends the said fund or assumes responsibility for the correctness of any statement made, opinion expressed or report contained in this offering document.

The Securities Commission Malaysia is not liable for any non-disclosure on the part of the SideEquity Capital Management Sdn Bhd (*formerly known as ATM Capital Management Sdn Bhd*) who is responsible for the said Fund and takes no responsibility for the contents in this offering document. The Securities Commission Malaysia makes no representation on the accuracy or completeness of this offering document, and expressly disclaims any liability whatsoever arising from, or in reliance upon, the whole or any part of its contents.

**This Product Highlights Sheet only highlights the key features and risks of the Fund. Investors are advised to request, read and understand the disclosure documents of the Fund before deciding to invest.**

# PRODUCT HIGHLIGHT SHEET

## ATM Entrepreneur Investment Growth Fund

### BRIEF INFORMATION ON THE FUND

#### 1. What is this fund about?

ATM **Entrepreneur** Investment Growth Fund is an 'Investors-Focused' Fund,

The fund is to serve the businesspeople who wish to build a purposeful investment segment for their company growth in parallel with their core business.

The underlined exposure of the Fund is multifaceted diversification with agility to mitigate risks and generate good & favorable returns.

### PRODUCT SUITABILITY

#### 2. Who is this fund suitable for?

This Fund is available only to Sophisticated Investors who:

- have medium to long term investment horizon; and
- seek capital growth.

### KEY FUND FEATURES

#### 3. What am I investing in?

Fund category/ type	Wholesale Equity Fund
Launch Date	18 October 2021
Initial Offer Period (IOP)	<p>The Initial Offer Period (IOP) is 30 days commencing from the date of Launch. During the Initial Offer Period, no valuations will be done. Thus, the initial offer price of a unit of the Fund will be fixed until the expiry of IOP.</p> <p>The Manager may shorten the Initial Offer Period if the Manager is of the view that it is timely to commence the Fund to enable it to commence investment for the Fund due to favorable market conditions.</p>
Initial Offer Price	RM 1.0000 (Fixed during Initial Offer Period)
Objective of the Fund	<p>The Fund aims to provide investors with capital growth over their investment horizons by investing in local and/or foreign equities and equity-related securities.</p> <p>Note: Investors should have medium to long term investment horizons while participating in the Fund; medium-term is 3 to 5 years; and long term is more than 5 years.</p>
Investment Strategy	<p>The Manager is determined to achieve the objective of the Fund by investing in a diversified portfolio of undervalued and fundamentally sound or strong companies.</p> <p>The Fund will invest predominantly in stocks/equities listed on Bursa Malaysia and progressively diversify into foreign equity markets as the Fund grows in AUM (Asset under Management). This will provide an added investment opportunity, create better potential in returns and enhance risk mitigation.</p>

	<p>Although the Manager intends to commit up to 95% of the investments of the Fund into equities and equity-related securities, the Manager may, in adverse conditions, seek temporary relief for investors by retreating wholly into less volatile money market instruments and short-term or cash deposits.</p> <p>On the whole, the Manager will exercise prudent agility and discipline in response to markets changes.</p>
Permitted Investment	<p>The Fund may invest in the following domestic and/ or foreign investments:</p> <ul style="list-style-type: none"> <li>• Listed and Unlisted Equities;</li> <li>• Equity-related Securities;</li> <li>• Collective Investment Schemes;</li> <li>• Fixed Income Instruments;</li> <li>• Money Market Instruments; and</li> <li>• Short-Term or Cash Deposits.</li> </ul>
Asset Allocation	<p>The asset allocation of the Fund will be as follows:</p> <ul style="list-style-type: none"> <li>• 0% to 95% - equity and equity-related securities.</li> <li>• 0% to 100% - fixed income instruments, money market instruments and short-term or cash deposits.</li> </ul>
Performance Benchmark	Absolute returns of 8% per annum.
Distribution of Income and Reinvestment Policy	Incidental, Subject to the availability of distributable income. Reinvestment will be based on the NAV per Unit two Business Days after the income distribution date.
Financial Year End	30 September of each calendar year.

#### 4. Who am I investing with?

Manager	SideEquity Capital Management Sdn Bhd ( <i>formerly known as ATM Capital Management Sdn Bhd</i> ) (201801008629/1270643-D)
Manager's Delegate (Transfer Agency & Fund Accounting)	Riskk.com Sdn Bhd. (199601015956 / 0388306K)
Trustee	Maybank Trustees Berhad (196301000109/5004-P)
Trustee's Delegate (Custodian)	Malayan Banking Berhad (196001000142/3813-K))

#### 5. What are the possible outcomes of my investment?

The possible outcomes are associated with the professional knowledge and skills of the Manager in-charge of the Fund in response to various market situations while managing the investment.

Investors are to take note that the value of the Fund and its distribution payable (if any) may go up or down.

Although the performance of the Fund is non-guaranteed, as a performance-lead Fund Management Company, the Manager is determined to out-perform the Fund's benchmark year over year basis to create value for capital growth.

## KEY RISKS

### 6. What are the key risks associated with this fund?

Below are the risks associated in the product. Please refer to the Information Memorandum on 'Risk Factors' for detailed clarity.

#### GENERAL RISK OF INVESTING IN THE FUND

- Market Risk
- Liquidity Risk
- Non-compliance Risk
- Inflation Risk

#### SPECIFIC RISKS RELATED TO THE FUND

- Specific Security Risk
- Country Risk
- Currency Risk
- Counterparty risk
- Interest rate risk
- Credit and default risk

*Note: The above should not be considered to be an exhaustive list of the risks in the fund investment. The investors should be aware that an investment in the fund may be exposed to other risks of an exceptional nature from time to time.*

## FEES & CHARGES

### 7. What are the fees and charges involved?

Entry Fee (Sales Charge)	Up to 3% of the net investment amount.
Exit Fee	3% if redeem within the first year, 0% otherwise
Annual Management Fee	2.00% per annum of the NAV of the Fund.
Performance Fee	20% of the profits; and subject to high water mark.
Annual Trustee Fee	0.06% per annum of NAV of the Fund subject to minimum of RM18,000 per annum.

*Note: All Fees and Charges payable are subject to all applicable Taxes and/or Duties as may be imposed by the Government and/or the relevant authorities from time to time.*

## VALUATION AND EXITING FROM INVESTMENT

### 8. How often are valuations available?

The valuation of the assets of the Fund is carried out at the end of the Business Day.  
The NAV per unit of the Fund will be published on the Manager's website at [www.sideequity.com](http://www.sideequity.com)

### 9. How can I Invest in this Investment?

Minimum Initial Investment	RM500,000 or such other lower amount as decided by the Manager.
Minimum Additional Investment	RM50,000 or such other lower amount as decided by the Manager.
Cut-Off time	4.00p.m; we will process your transaction on the next Business Day if we receive your application after the cut-off time.

<b>10. How can I exit from this investment and what are the risks and costs involved?</b>	
Minimum Redemption	RM50,000 or such other amount as decided by the Manager; subject to redemption restriction.
Minimum Balance	RM500,000 or such other amount as decided by the Manager.
Redemption Payment	Within 10 days upon receipt of the duly completed original redemption form.
Switching Facility	Available.
Transfer Facility	Not available, unless by operations of law or under the provision of the Deed.
Cut-Off time	4.00p.m; we will process your transaction on the next Business Day if we receive your application after the cut-off time.

*Note: All completed transaction forms must be submitted to the Manager before the cut-off time as determined by the Manager, on any Business Day. We will process your transaction on the next Business Day if we receive your application after the cut-off time. Distributors may impose an earlier cut-off time if you purchase the Units through our distributors. Redemption proceeds will only be credited into your account after we receive your original redemption form.*

## CONTACT INFORMATION

### 11. Who should I contact for further information or to lodge a complaint?

For enquiries/further information, please contact:

<b>Head Office</b>	Suite 8.01, Level 8, Menara Access World, No. 1, Jalan 19/3, Seksyen 19, 46300 Petaling Jaya, Selangor Tel: +603-3051 0488 Email: <a href="mailto:admin@sideequitycm.com">admin@sideequitycm.com</a> Website: <a href="http://www.sideequity.com">www.sideequity.com</a>
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1. For internal dispute resolution, you may contact: SideEquity Capital Management Sdn Bhd (formerly known as ATM Capital Management Sdn Bhd) –
  - a) Via phone to : +603-3051 0488
  - b) Via email: [admin@sideequitycm.com](mailto:admin@sideequitycm.com)
  - c) Via letter to : Suite 8.01, Level 8, Menara Access World  
No. 1, Jalan 19/3, Seksyen 19  
46300 Petaling Jaya, Selangor
  
2. If you are dissatisfied with the outcome of the internal dispute resolution process, please refer your dispute to the Financial Markets Ombudsman Service (FMOS):
  - a) Via phone to : 603-2272 2811
  - b) Via online complaint form available at [www.fmos.org.my](http://www.fmos.org.my)
  - c) Via letter to : Level 14, Main Block  
Menara Takaful Malaysia  
No. 4, Jalan Sultan Sulaiman  
50000 Kuala Lumpur
  
3. You can also direct your complaint to the Securities Commission Malaysia (SC) even if you have initiated a dispute resolution process with FMOS. To make a complaint, please contact the SC's Consumer & Investor Office:
  - a) Via phone to : 603-6204 8999 (Aduan hotline)
  - b) Via fax to : 603-6204 8991
  - c) Via email to : [aduan@seccom.com.my](mailto:aduan@seccom.com.my)
  - d) Via the online complaint form available at [www.sc.com.my](http://www.sc.com.my)
  - e) Via letter to : Consumer & Investor Office  
Securities Commission Malaysia  
No. 3 Persiaran Bukit Kiara  
Bukit Kiara  
50490 Kuala Lumpur

<b>GLOSSARY</b>	
The Act or CMSA	The Capital Markets and Services Act 2007 as may be amended from time to time.
Bursa Malaysia	The stock exchange managed and operated by Bursa Malaysia Securities Berhad.
Business Day	A day on which Bursa Malaysia is open for trading.
Deed	The deed in respect of the Fund and any other supplemental deed that may be entered into between the Manager and the Trustee.
Fund	ATM Entrepreneur Investment Growth Fund.
Guidelines	The guidelines on unlisted Capital Market Products Under the Lodge and Launch Framework issued by the Security Commissions as maybe amended from time to time.
Information Memorandum	Information Memorandum in relation to the Fund and includes any supplement or replacement information Memorandum;
Initial Offer Period (IOP)	<p>A period of thirty (30) days starting on the Launch Date and during which the Manager invites potential Investors to participate in the Fund by subscribing for Units in the Fund; during this period, Units are created, cancelled, sold and redeemed at a fixed price.</p> <p>The Manager may shorten the Initial Offer Period if the Manager is of the view that it is timely to commence the Fund to enable it to commence investment for the Fund due to favorable market conditions.</p>
Launch Date	The date of this Information Memorandum on which sale Units of the Fund may first be made; the launch date is also the date of constitution of the Fund.
Liquid Assets	Means cash or any permitted investment capable of being converted into cash within seven (7) days.
The Manager	SideEquity Capital Management Sdn Bhd ( <i>formerly known as ATM Capital Management Sdn Bhd</i> ) (201801008629/1270643-D).
NAV	The net asset value of the Fund, which is the value of all the assets attributed to the Fund less the total liabilities attributed to the Fund at the point of valuation. For the purpose of computing the annual management fee and annual trustee fee, the NAV of the Fund should be inclusive of the management fee and the trustee fee for the relevant day.
NAV per unit	The NAV of the Fund divided by the total number of Units in circulation at the valuation point.
Risk	Risk refers to the degree of uncertainty and/or potential financial loss inherent in an investment decision.
Security Commission or SC	The Securities Commission Malaysia which was establish under the Securities Commission Malaysia Act 1993.
Sophisticated Investors	Sophisticated Investors mean any person who falls within any of the category of Investors set out in Part 1, Schedule 6 and 7 of the CMSA as may be amended from time to time.
Trustee	Maybank Trustees Berhad (196301000109/5004-P).
Units	Units of the Fund and includes a fraction of unit of the Fund.
Unit Holder/ Investor	The Sophisticated Investor for the time being who is registered pursuant to the Deed as a holder of Units in the Fund, including a jointholder.
Wholesale Fund	A unit trust scheme, the units of which are issued, offered for subscription or purchase, or for which invitations to subscribe for or purchase of units have been made, exclusively to Sophisticated Investors.

*Note: For more information, please refer to the Information Memorandum dated 18 October 2021, First Supplementary Information Memorandum dated 23 January 2025 and Second Supplementary Information Memorandum dated 25 November 2025.*