

INFORMATION MEMORANDUM

SCM STRATEGIC OPPORTUNITIES FUND

(constituted by way of Deed on 24 November 2025)

Manager

SideEquity Capital Management Sdn. Bhd.
(formerly known as ATM Capital Management Sdn. Bhd.)
Registration No.: 201801008629 (1270643-D)

Trustee

Maybank Trustees Berhad
Registration No.: 196301000109 (5004-P)

This Information Memorandum is dated 2 January 2026
(the date of the Information Memorandum is also the launch date of the Fund)

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

UNITS OF THE SCM STRATEGIC OPPORTUNITIES FUND CAN ONLY BE SOLD TO SOPHISTICATED INVESTORS.

FOR INFORMATION CONCERNING CERTAIN RISK FACTORS WHICH SHOULD BE CONSIDERED BY PROSPECTIVE INVESTORS, SEE “GENERAL RISKS AND SPECIFIC RISKS OF THE FUND” COMMENCING ON PAGE 14.

Responsibility Statements

This Information Memorandum has been seen 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.

Statements of Disclaimer

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

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

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

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

Additional Statements

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.

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1. CORPORATE DIRECTORY

MANAGER	SideEquity Capital Management Sdn.Bhd. <i>(formerly known as ATM Capital Management Sdn. Bhd.)</i> [Registration No.: 201801008629 (1270643-D)]
REGISTERED OFFICE	No. 3-25, PV128, Jalan Genting Klang 53300 Kuala Lumpur
BUSINESS OFFICE	Suite 8.01, Level 8, Menara Access World No. 1, Jalan 19/3, Seksyen 19 46300 Petaling Jaya, Selangor Tel No.: +603 – 3051 0488 Email: admin@SideEquitycm.com Website: www.SideEquitycm.com
TRUSTEE	Maybank Trustees Berhad [Registration No.: 196301000109 (5004-P)]
REGISTERED OFFICE AND BUSINESS OFFICE	8th Floor, Menara Maybank 100 Jalan Tun Perak 50050 Kuala Lumpur Tel No.: +603 – 2070 8833 Fax No.: +603 – 2070 9387 Email: mtb.ut@maybank.com Website: www.maybank2u.com.my

2. DEFINITIONS

In this Information Memorandum, the following abbreviations or words shall have the following meanings unless otherwise stated:

Act	means the Capital Markets and Services Act 2007 as may be amended from time to time.
Bursa Malaysia	means the stock exchange managed and operated by Bursa Malaysia Securities Berhad (Registration No.: 200301033577 (635998-W)) and includes any changes to the name or the operator of the Malaysian stock exchange.
Business Day(s)	means a day on which Bursa Malaysia is open for trading and/or banks in Kuala Lumpur are open for business. The Manager may also declare certain Business Days as non-Business Days when one (1) or more of the foreign markets in which the Fund is invested therein is closed for trading.
Deed	means the deed in respect of the Fund and any other supplemental deed that may be entered into between the Manager and the Trustee from time to time.
deposits	has the same meaning as defined in the Financial Services Act 2013.
ETF(s)	means exchange-traded funds.
financial institution	means: (a) if the institution is in Malaysia: i. licensed bank; ii. licensed investment bank; iii. licensed Islamic bank; or iv. development financial institution regulated under the Development Financial Institutions Act 2002; or (b) if the institution is outside Malaysia, any institution that is licensed, registered, approved or authorised by the relevant banking regulator to provide financial services.
Fund	means the SCM Strategic Opportunities Fund.
Guidelines	means the Guidelines on Unlisted Capital Market Products under the Lodge and Launch Framework issued by the SC as may be amended from time to time and any other relevant guidelines issued by the SC.
High Water Mark or HWM	means the NAV per Unit on the last Business Day of the previous Performance Period in respect of which a performance fee is paid or the HWM for the previous Performance Period, whichever is higher. For the avoidance of doubt, the HWM as at the launch date of the Fund will be the initial offer price of the Fund.
Hurdle Value	means the minimum value that the Fund must achieve before the Manager is entitled to charge a performance fee. For the avoidance of doubt, Hurdle Value is the HWM plus 6% determined at the beginning of each Performance Period.
holding period	means the period during which Unit Holders are not permitted to redeem their Units as further explained in Chapter 3 under the “Holding Period, Redemption of Units and Payment of Redemption Proceeds” disclosure.

Information Memorandum	refers to this information memorandum in relation to the Fund, including any supplementary or replacement information memorandum of the Fund, as the case may be.
Initial Offer Period / IOP	means fifteen (15) Business Days from the date of this Information Memorandum. <i>Note: The IOP may be shortened at the discretion of the Manager if the Manager determines that it is in the Unit Holders' interest to commence investment for the Fund.</i>
Initial Offer Price	means the fixed price per Unit during the IOP.
Manager	refers to SideEquity Capital Management Sdn. Bhd. (formerly known as ATM Capital Management Sdn. Bhd.) [Registration No.: 201801008629 (1270643-D)].
medium to long term	means a period of three (3) years and above.
MYR	means Ringgit Malaysia.
NAV / NAV of the Fund	means the value of all the Fund's assets minus its liabilities at the valuation point.
NAV per Unit	means the NAV of the Fund at a particular valuation point divided by the number of Units in circulation at the same valuation point.
Performance Period	means a period of twelve (12) months beginning from the first (1 st) day of October to the last day of the month of September of every year coinciding with the start and the end of the Fund's financial year. However, the Fund's first financial year may be more or less than twelve (12) months depending on when the Fund is launched. The Manager will only calculate the performance fee on a Business Day.
REITs	means real estate investment trusts.
SC	refers to the Securities Commission Malaysia.
Sophisticated Investor(s)	means: <ul style="list-style-type: none"> (a) any person who is determined to be a sophisticated investor under the Guidelines on Categories of Sophisticated Investors issued by the SC; (b) any person who acquires any capital market product specified under the Guidelines on Unlisted Capital Market Products under the Lodge and Launch Framework where the consideration is not less than MYR250,000.00 or its equivalent in foreign currencies for each transaction whether such amount is paid for in cash or otherwise; or (c) any other category of investors as may be permitted by the SC from time to time.

Special Resolution	means a resolution passed at a meeting of Unit Holders duly convened in accordance with the Deed by a majority of not less than three-fourths (3/4) of the Unit Holders present and voting at the meeting in person or by proxy; for the avoidance of doubt, “three-fourths (3/4) of the Unit Holders present and voting at the meeting in person or by proxy” means three-fourths (3/4) of the votes cast by the Unit Holders present and voting at the meeting in person or by proxy; for the purposes of terminating the Fund, “Special Resolution” means a resolution passed at a meeting of Unit Holders duly convened in accordance with the Deed by a majority in number representing at least three-fourths (3/4) of the value of the Units held by the Unit Holders present and voting at the meeting in person or by proxy.
Trustee	refers to Maybank Trustees Berhad [Registration No.: 196301000109 (5004-P)].
Unit(s)	refers to a measurement of the right or interest of a Unit Holder in the Fund and means a unit of the Fund.
Unit Holder(s)	means a Sophisticated Investor for the time being who is registered pursuant to the Deed as a holder of Units of the Fund.
U.S.	refers to United States of America.
U.S. Person(s)	means: <ul style="list-style-type: none"> (a) a U.S. citizen (including those who hold dual citizenship or a greencard holder); (b) a U.S. resident alien for tax purposes; (c) a U.S. partnership; (d) a U.S. corporation; (e) any estate other than a non-U.S. estate; (f) any trust if: <ul style="list-style-type: none"> (i) a court within the U.S. is able to exercise primary supervision over the administration of the trust; and (ii) one (1) or more U.S. Persons have the authority to control all substantial decisions of the trust; (g) any other person that is not a non-U.S. Person; or (h) any definition as may be prescribed under the Foreign Account Tax Compliance Act, as may be amended from time to time.

3. KEY DATA

INFORMATION ON THE FUND	
Name of the Fund	SCM Strategic Opportunities Fund
Fund Category	Mixed Assets
Fund Type	Growth
Base Currency	MYR
Initial Offer Period (IOP)	Fifteen (15) Business Days from the date of this Information Memorandum. <i>Note: The IOP may be shortened at the discretion of the Manager if the Manager determines that it is in the Unit Holders' interest to commence investment for the Fund.</i>
Initial Offer Price	MYR1.0000
Commencement Date	The next Business Day after the end of the Initial Offer Period.
Investment Objective	The Fund aims to provide medium to long term capital appreciation.
Investment Strategy	<p>The Fund may invest up to 100% of its NAV in permitted investments with flexible allocation in its assets to achieve a potentially higher return by changing the degree of risk according to current market conditions. The Fund has a global investment mandate.</p> <p>The Fund is not subjected to any investment restrictions and limits. When opportunity arises, the Fund may adopt concentrated positions (investing wholly in a single investment) to optimise potential returns in line with its investment objective.</p> <p>The Fund may also invest in collective investment schemes and place deposits with financial institutions.</p> <p>The Fund has the flexibility to invest in unlisted securities if opportunities arise. The Fund may also invest in structured products and use derivative instruments such as options, futures, forwards, swaps and credit derivatives for hedging purposes.</p> <p>The investment strategy is further elaborated in Section 4.2 below.</p>
Asset Allocation	<ul style="list-style-type: none"> • 0% - 100% of the NAV of the Fund will be invested in equities and equity-related securities; • 0% - 100% of the NAV of the Fund will be invested in fixed income securities, money market instruments and/or deposits; • 0% - 100% of the NAV of the Fund will be invested in collective investment schemes (including but not limited to ETFs and REITs); • 0% - 100% of the NAV of the Fund will be invested in unlisted securities; and • 0% - 20% of the NAV of the Fund will be invested in derivatives and structured products.
Reference Benchmark	<p>Absolute return of 6% per annum.</p> <p><i>The risk profile of the Fund is different from the risk profile of the reference benchmark.</i></p> <p><i>This is not a guaranteed return and is only a measurement of the Fund's performance.</i></p>

	<i>The Fund may or may not achieve 6% of the NAV of the Fund per annum growth rate in any particular financial year but targets to achieve this growth over the long term.</i>
Investor Profile	The Fund is suitable for Sophisticated Investors who: <ul style="list-style-type: none"> • wish to have exposure to a mixed assets fund; • seek capital growth; and • have a medium to long term investment horizon.
Financial Year End	30 September
Distribution Policy	The Fund is not expected to make any distribution. However, incidental distribution may be declared. The source of income, if any, for the purpose of distribution shall be derived from realised income and/or gain.
Distribution Mode	Any income distribution will be automatically reinvested. The Manager will create such Units based on the NAV per Unit at the income payment date (which is within ten (10) Business Days from the ex-distribution date). The Manager will not charge any fee for such reinvestment.
Communication with Unit Holders	Statement of Accounts A Unit Holder's statement showing details of the amount invested in the Fund shall be made available to the Unit Holders on a monthly basis. Unit Price Unit Holders will be able to obtain the price of a Unit for a particular Business Day from our website, www.SideEquitycm.com after 2:00 p.m. on the second (2 nd) Business Day following that Business Day. The price of a Unit would also be made available upon request by the Unit Holders. Financial Reports The Manager will provide Unit Holders with an annual report within two (2) months of the Fund's financial year-end and quarterly reports within two (2) months of the end of the period covered. A financial statement audited by the Fund's appointed auditors will be included in the annual report.
TRANSACTION DETAILS	
Minimum Initial Investment[^]	MYR500,000.00
Minimum Additional Investment[^]	MYR100,000.00
Minimum Holdings of Units[^]	250,000 Units
Minimum Redemption Amount[^]	100,000 Units If the Unit holdings of a Unit Holder after a redemption request/application fall below the minimum holdings of Units for the Fund, a request for full redemption is deemed to have been made and the Manager will pay the redemption proceeds to the Unit Holder.
[^] or such other amount or number of Units as may be determined by the Manager at its discretion.	
Transfer Facility	Not available.

Switching Facility	Not available.
Subscription of Units	<p>Unit Holders must be a Sophisticated Investor to invest in this Fund. Please refer to the “Definitions” chapter of this Information Memorandum for the definition of “Sophisticated Investor(s)”.</p> <p>Purchase requests/applications can be made on any Business Day subject to payment of a sales charge.</p> <p>For any purchase request/application received via electronic notification by the Manager as well as cleared funds received on or before the cut-off time of 2:00 p.m., the Units would be created based on the NAV per Unit as at the next valuation point after the request for purchase of Units is received and accepted by the Manager. Any purchase request/application received after this cut-off time would be considered as being transacted on the following Business Day.</p> <p><i>Note: Please refer to the Manager on the relevant forms and supporting documents which Unit Holders are required to provide to the Manager and on how to make payment for the purchase requests/applications.</i></p>
Holding Period, Redemption of Units and Payment of Redemption Proceeds	<p>Unit Holders should be aware that each of their investments into the Fund will be subject to a holding period of one (1) year from the date each investment is made into the Fund. For the avoidance of doubt, the date each investment is made into the Fund is the date when Units are created pursuant to a purchase request/application. Unit Holders are not permitted to redeem their investments during the first (1st) year of their investment in the Fund.</p> <p>After the expiry of the holding period, a penalty charge will be imposed if redemptions are made after the first (1st) anniversary but before the second (2nd) anniversary of the Unit Holders’ investment in the Fund. Any redemptions made after the second (2nd) anniversary of the Unit Holders’ investment in the Fund will not be subject to any penalty charge. The rate of the penalty charge is as set out below under the “Fees and Charges” section.</p> <p>Redemption requests/applications can be made on any Business Day after the holding period.</p> <p>For any redemption request/application received via electronic notification by the Manager on or before the cut-off time of 2:00 p.m., the Units would be redeemed based on the NAV per Unit as at the next valuation point after the request for redemption of Units is received and accepted by the Manager. Any redemption request/application received after this cut-off time would be considered as being transacted on the following Business Day.</p> <p>Redemption proceeds will be paid out within three (3) months from the day the redemption request/application is received by the Manager provided that all documentations are completed and verifiable. The redemption proceeds will be transferred to the Unit Holder’s banking account.</p> <p>Transaction costs such as charges for electronic transfers, if any, will be borne by the Unit Holders and set-off against the redemption proceeds.</p>

FEES AND CHARGES

This table describes the fees and charges that you may directly incur when you purchase or redeem Units of the Fund.

Sales Charge	<p>Up to 5.00% of the NAV per Unit.</p> <p><i>Notes:</i></p> <ul style="list-style-type: none"> <i>The Manager reserves the right to waive or reduce the sales charge from time to time at its absolute discretion.</i> <i>All sales charge will be rounded to two (2) decimal places.</i> 								
Penalty Charge	<table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 50%;">Period from the Unit Holders' investment</th> <th style="width: 50%;">Penalty charge</th> </tr> </thead> <tbody> <tr> <td>On or before the date that falls on the first (1st) anniversary of the Unit Holders' investment in the Fund</td> <td>Strictly no redemption</td> </tr> <tr> <td>From the date after the first (1st) anniversary to the date that falls on the second (2nd) anniversary of the Unit Holders' investment in the Fund</td> <td>6% of the NAV per Unit</td> </tr> <tr> <td>From the date after the second (2nd) anniversary of the Unit Holders' investment in the Fund</td> <td>No penalty charge</td> </tr> </tbody> </table> <p>All penalty charges paid by the Unit Holders will be retained as part of the assets of the Fund.</p>	Period from the Unit Holders' investment	Penalty charge	On or before the date that falls on the first (1 st) anniversary of the Unit Holders' investment in the Fund	Strictly no redemption	From the date after the first (1 st) anniversary to the date that falls on the second (2 nd) anniversary of the Unit Holders' investment in the Fund	6% of the NAV per Unit	From the date after the second (2 nd) anniversary of the Unit Holders' investment in the Fund	No penalty charge
Period from the Unit Holders' investment	Penalty charge								
On or before the date that falls on the first (1 st) anniversary of the Unit Holders' investment in the Fund	Strictly no redemption								
From the date after the first (1 st) anniversary to the date that falls on the second (2 nd) anniversary of the Unit Holders' investment in the Fund	6% of the NAV per Unit								
From the date after the second (2 nd) anniversary of the Unit Holders' investment in the Fund	No penalty charge								
Switching Fee	Not applicable as switching facility is not available.								
Transfer Fee	Not applicable as transfer facility is not available.								

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

Management Fee	1.50% per annum of the NAV of the Fund.
Performance Fee	<p>20% on the appreciation in the NAV per Unit (before performance fee) over and above the Hurdle Value during a particular Performance Period.</p> <p>The performance fee is calculated and adjusted on a daily basis. Although the calculation is on a daily basis, the performance fee is only payable to the Manager at the end of each Performance Period if:</p> <ol style="list-style-type: none"> there is an appreciation in the NAV per Unit (before performance fee) over and above the Hurdle Value, which is HWM plus 6%, on the last Business Day of a particular Performance Period; and if the Manager receives a redemption request/application at a time when the NAV per Unit (before performance fee) is higher than the Hurdle Value during the Performance Period; the performance fee is chargeable to the redeeming Unit Holder

	regardless of the Fund's performance on the last Business Day of the particular Performance Period.
Trustee Fee	0.06% per annum of the NAV of the Fund (excluding foreign custodian fees and charges), subject to a minimum fee of MYR12,000.00 per annum.
Fund Expenses	Only fees and expenses that are directly related and necessary to the operation and administration of the Fund may be charged to the Fund as stated in the Deed.

Prospective Unit Holders should read and understand the contents of this Information Memorandum and, if necessary, consult their adviser(s).

There are fees involved and investors are advised to consider the fees before investing in the Fund.

The Fund may create new classes of Units including but not limited to classes of Units with different currency denominations, fees and/or charges in the future. Unit Holders will be notified in writing of the launch of the new classes of Units and prospective investors will be notified of the same by way of a supplemental or replacement information memorandum.

4. THE FUND

4.1 Investment Objective

The Fund aims to provide medium to long term capital appreciation.

4.2 Investment Strategy

The Fund may invest up to 100% of its NAV in permitted investments with flexible allocation in its assets to achieve a potentially higher return by changing the degree of risk according to current market conditions. The Fund has a global investment mandate and the investment selection for the Fund is unconstrained by any country, sector or market capitalization.

The Fund is not subjected to any investment restrictions and limits. When opportunity arises, the Fund may adopt concentrated positions (investing wholly in a single investment) to optimise potential returns in line with its investment objective.

The Fund may also invest in collective investment schemes (including ETFs and REITs) and place deposits with financial institutions.

The Fund may utilize up to 20% of the NAV of the Fund, to invest in structured products and derivative instruments, including but not limited to options, futures, forwards, swaps, and credit derivatives, as part of its investment strategy to manage and mitigate portfolio risks. Derivatives instruments may be used primarily for hedging purposes, including the management of interest rate risk, currency exposure, credit risk, and market volatility, or to protect against adverse movements in asset prices that could impact the Fund's performance. Structured products may be used to gain exposure to certain asset classes or market scenarios in a risk-controlled manner, where such exposure supports the Fund's strategic or tactical positioning. All such strategies will be executed with a clear intention to improve risk-adjusted returns for Unit Holders.

The Fund has the flexibility to invest in unlisted securities if opportunities arise.

Temporary Defensive Position

In times of extreme market volatility, the Manager holds the option to take temporary defensive positions that may be inconsistent with the Fund's principal strategy and asset allocation by increasing the Fund's investments in liquid assets to safeguard the Unit Holders' interest.

4.3 Asset Allocation

- 0% - 100% of the NAV of the Fund will be invested in equities and equity-related securities;
- 0% - 100% of the NAV of the Fund will be invested in fixed income securities, money market instruments and/or deposits;
- 0% - 100% of the NAV of the Fund will be invested in collective investment schemes (including but not limited to ETFs and REITs);
- 0% - 100% of the NAV of the Fund will be invested in unlisted securities; and
- 0% - 20% of the NAV of the Fund will be invested in derivatives and structured products.

4.4 Permitted Investments

Unless otherwise prohibited by the relevant authorities or any relevant laws and provided always that there is no inconsistency with the investment objective of the Fund, the Fund will invest in the following permitted investments:

- (a) equities and equity-related securities;
- (b) unlisted securities;
- (c) fixed income securities;
- (d) money market instruments;
- (e) deposits;

- (f) collective investment schemes (including but not limited to ETFs and REITs);
- (g) derivatives; and
- (h) structured products.

4.5 Investment Restrictions and Limits

The Fund is not subject to any investment restrictions and limits.

4.6 Valuation Point

The Fund will be valued **daily at 11:00 a.m.** on the next Business Day except during the IOP. If the foreign market in which the Fund is invested in is closed for business on the Business Day, we will value the investment based on the latest available price as at the day the particular foreign market was last opened for business.

The Manager shall ensure that the assets of the Fund are valued fairly and appropriately.

For currency translation of foreign investments to the Fund's base currency (MYR), the valuation shall be based on the bid exchange rate quoted by Bloomberg or Reuters at United Kingdom time 4:00 p.m. which is equivalent to 11:00 p.m. or 12:00 midnight (Malaysian time) on the same day, or such other time as may be prescribed from time to time by the Federation of Investment Managers Malaysia or any relevant laws.

The Manager shall convert all expenses and income of the Fund denominated in currencies other than MYR into the Fund's base currency, MYR.

4.7 Valuation of Assets of the Fund

Listed equities, listed equity-related securities and listed collective investment schemes ("listed securities") will be valued based on the last done market price.

However, if:

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

then the listed securities would be valued at fair value, as determined in good faith by the Manager based on the methods or bases approved by the Trustee after appropriate technical consultation.

MYR denominated fixed income securities will be valued based on the price quoted by a bond pricing agency ("BPA") registered with the SC. If the price of the MYR denominated fixed income securities is not available on the BPA, such MYR denominated fixed income securities will be valued at fair value as determined in good faith by the Manager based on the methods or bases which have been verified by the auditor of the Fund and approved by the Trustee.

Non-MYR denominated fixed income securities will be valued based on the last price quoted and derived from Bloomberg Generic Price ("BGN"). If the price of the non-MYR denominated fixed income securities is not available on the BGN, such non-MYR denominated fixed income securities will be valued at fair value as determined in good faith by the Manager based on the methods or bases which have been verified by the auditor of the Fund and approved by the Trustee.

Deposits placed with financial institution(s) will be valued by reference to the principal value of such deposits and the interests/profits accrued thereon for the relevant period.

MYR denominated money market instruments will be valued based on the price quoted by a BPA registered with the SC. If the price of the MYR denominated money market instruments

is not available on the BPA, such MYR denominated money market instruments will be valued at fair value as determined in good faith by the Manager based on the methods or bases which have been verified by the auditor of the Fund and approved by the Trustee.

For investments in money market instruments with remaining term to maturity of not more than ninety (90) days at the time of acquisition, such instruments will be valued at cost, adjusted for amortisation of premium or accretion of discount over their par value at the time of acquisition, less provision for any diminution in value. The risk of using amortised cost method is the mispricing of the money market instruments. We will monitor the valuation of such money market instruments using amortised cost method against the market value on a daily basis and will use the market value if the difference in valuation exceeds 3%.

Non-MYR denominated money market instruments will be valued based on the last price quoted and derived from BGN. If the price of the non-MYR denominated money market instruments is not available on the BGN, such non-MYR denominated money market instruments will be valued at fair value as determined in good faith by the Manager based on the methods or bases which have been verified by the auditor of the Fund and approved by the Trustee.

Derivatives are valued based on marked-to-market price.

Structured Products are valued based on the cost price at the point of purchase.

Unlisted collective investment schemes are valued based on the last published repurchase price.

Other unlisted securities will be valued based on the cost price at the point of purchase. In the case of unlisted equities, where there is a subsequent change in the value of the investee company arising from a divestment by or a new investment into the company, the valuation of the unlisted equity shall be based on the most recent transaction price, provided such transaction is conducted on an arm's length basis and reflects fair market value in respect of unlisted equities.

4.8 Suspension of Dealing in Units

The Manager may, in consultation with the Trustee and having considered the interests of the Unit Holders, suspend the dealing in Units due to exceptional circumstances, where there is good and sufficient reason to do so (e.g. where the market value or fair value of a material portion of the Fund's assets cannot be determined).

The Manager will cease the suspension as soon as practicable after the aforesaid circumstances has ceased, and in any event within twenty-one (21) days of commencement of suspension. The period of suspension may be extended if the Manager satisfies the Trustee that it is in the best interest of Unit Holders for the dealing in Units to remain suspended. Such suspension will be subject to weekly review by the Trustee.

Any redemption request/application received by the Manager during the suspension period will only be accepted and processed on the next Business Day after the cessation of suspension of the Fund. In such cases, Unit Holders will be compelled to remain invested in the Fund for a longer period of time than the stipulated redemption timeline. Hence, their investments will continue to be subjected to the risk factors inherent to the Fund.

Where such suspension is triggered, the Manager will inform all Unit Holders in a timely and appropriate manner of its decision to suspend the dealing in Units.

Unit Holders should be aware that the Deed allows the Fund to utilise leverage on its investments. However, the Manager does not intend to do so at this juncture. Unit Holders will be notified in writing if the Manager intends to use such leverage for the investments of the Fund and prospective investors will be notified of the same by way of a supplemental or replacement information memorandum.

5. GENERAL RISKS AND SPECIFIC RISKS OF THE FUND

5.1 General Risks of Investing in the Fund

(a) Market Risk

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

(b) Liquidity Risk

Liquidity risk refers 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 unfavourable prices.

(c) Inflation Risk

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

(d) Manager's Risk

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

(e) Loan Financing Risk

This refers to the risk of Unit Holders investing in the Fund with borrowed money and is not able to service the loan repayments. In the event Units are used as collateral, Unit Holders may be required to top-up existing instalment if the prices of Units fall below a certain level due to market conditions. Failing which, the Units may be sold at lower NAV per Unit as compared to the NAV per Unit at the point of purchase towards settling the loan.

(f) Non-compliance Risk

This refers to the risk where the Manager does not comply with the applicable rules, laws, regulations or the Deed. Although not every non-compliance will necessarily result in losses to the Fund, there is always a risk that losses may be suffered by the Fund. For example, if the Manager is forced to dispose of any investment of the Fund at loss to resolve the non-compliance. Notwithstanding that, the Manager has imposed stringent internal compliance controls to mitigate this risk.

(g) Operational Risk

This risk refers to the possibility of a breakdown in the Manager's internal controls and policies. The breakdown may be a result of human error, system failure or fraud where employees of the Manager collude with one another. This risk may cause monetary loss and/or inconvenience to Unit Holders. The Manager will regularly review its internal policies and system capability to mitigate this risk. Additionally, the Manager maintains a strict segregation of duties to mitigate instances of fraudulent practices amongst employees of the Manager.

(h) Performance Risk

As a result of the inherent risks of the Fund, the returns from the Fund are not guaranteed nor is there any assurance that the investment objective of the Fund will be

achieved. The value of the investments of the Fund will vary when sold and the investments sold may be worth more or less than when purchased.

(i) Suspension of Redemption Risk

The Manager may, in consultation with the Trustee and having considered the interests of the Unit Holders, suspend the redemption of Units under exceptional circumstances, where the market value or fair value of a material portion of the Fund's assets cannot be reasonably determined. Upon suspension, the Fund will not be able to pay Unit Holders' redemption proceeds in a timely manner (i.e., within three (3) months from the day the redemption request/application is received by the Manager in normal circumstances) and Unit Holders will be compelled to remain invested in the Fund for a longer period of time than the stipulated redemption timeline. Hence, Unit Holders' investments will continue to be subjected to the risk factors inherent to the Fund.

5.2 Specific Risks of the Fund

(a) Stock Specific Risk

Prices of a particular stock may fluctuate in response to the circumstances affecting individual companies such as adverse financial performance, news of a possible merger or loss of key personnel of a company. Any adverse price movements of such stock will adversely affect the NAV of the Fund.

(b) Currency Risk

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

(c) Country Risk

Investments of the Fund in any countries may be affected by changes in the economic and political climate, restriction on currency repatriation or other developments in the laws or regulations of the countries in which the Fund invests in. For example, the deteriorating economic condition of such countries may adversely affect the value of the investments undertaken by the Fund in those affected countries. This in turn may cause the NAV of the Fund or prices of Units to fall.

(d) Equity-related Securities Risk

The risk of investing in equity-related securities is generally higher than their underlying equities. The Fund may invest in equity-related securities such as warrants and convertible securities which are capable of being converted into new shares of the company that issued the warrants and convertible securities. The price of warrants and convertible securities are typically linked to the underlying stock. However, the price and performance of such warrants will generally fluctuate more than the underlying stocks because of the greater volatility of the warrants market. Generally, as the warrants have a limited life, they will depreciate in value as they approach their maturity date, assuming that all other factors remain unchanged. Warrants that are not exercised at maturity will become worthless and negatively affect the NAV of the Fund. Convertible securities must be converted to the underlying stock at a predetermined conversion ratio and conversion rate, and in the event the total costs of converting into the underlying stock is higher than the market price of that underlying stock, it will negatively affect the NAV of the Fund.

(e) Unlisted Securities Risk

This risk refers to the Fund's investments in private equities and securities that are yet to be listed on a securities exchange such as pre-IPO shares. The Fund may face liquidity risk in its holdings of unlisted securities which could affect the value of the Fund. This risk can be mitigated through a thorough investment evaluation process performed on the unlisted securities prior to investing.

The Fund may also face valuation risk arising from the subjective nature of valuing unlisted securities, for which no public market may exist and no price quotation may be available, making it less transparent compared to listed securities. This risk can be mitigated by conducting thorough due diligence, utilising independent valuation methods approved by the auditor of the Fund or the Trustee and regularly reviewing and updating the valuations for unlisted securities based on changing market conditions.

(f) Credit and Default Risk

Credit risk relates to the creditworthiness of the issuers of the fixed income securities or money market instruments and their expected ability to make timely payment of interests and/or principal. Any adverse situations faced by the issuer may impact the value as well as liquidity of fixed income securities and money market instruments. In the case of rated fixed income securities and money market instruments, this may lead to a credit downgrade. Default risk relates to the risk that an issuer of a fixed income security or money market instrument either defaulting on payments or failing to make payments in a timely manner which will in turn adversely affect the value of the fixed income security or money market instrument. This could adversely affect the value of the Fund.

Deposits placed with financial institutions are also exposed to credit and default risk. Any adverse situations faced by the financial institutions may impact the value as well as liquidity of the deposits. If the financial institutions become insolvent, the Fund may suffer capital losses with regards to the capital invested and interests foregone, causing the performance of the Fund to be adversely affected. Placements of deposits with financial institutions will also be made based on prudent selection.

(g) Interest Rate Risk

Interest rate risk refers to the impact of interest rate changes on the valuation of the fixed income securities and money market instruments. When interest rate rise, fixed income securities and money market instruments prices may decline and lower the market value of the Fund's investment in fixed income securities and money market instruments. The reverse may apply when interest rates fall. In order to mitigate interest rate risk, the Manager will manage the fixed income securities and money market instruments taking into account the interest rate and time to maturity of the fixed income securities and money market instruments.

Interest rate fluctuations will also affect the Fund's potential returns from its future placement in deposits. When interest rate rise, future placement in deposits will benefit from the higher interest rates and in the event of falling interest rate, the Fund's future placement in deposits will be reinvested at lower interest rates which in turn will reduce the Fund's potential returns.

(h) Counterparty Risk

The Fund will be exposed to credit risk of the counterparties with whom the Fund trades with or makes placements of deposits. In the event that the counterparty is not able to fulfil its obligations especially in the event of bankruptcy, this may lead to a loss to the Fund. Counterparty risk may be mitigated by conducting credit evaluation on the counterparty to ascertain the creditworthiness of the counterparty.

(i) Tactical Asset Allocation Fund Risk

The Fund is a tactical asset allocation fund where the strategies employed shifts the asset mix of the Fund between equities and equity-related securities, fixed income securities, unlisted securities, money market instruments, deposits and collective investment schemes depending on the prevailing market outlook. The Manager's investment decision on the asset allocation may adversely affect the Fund's performance if the assessment concluded by the Manager is not consistent with the market outlook.

(j) Concentration Risk

The Fund may be subject to high concentration risk as the Fund has the mandate to invest in a single investment. The Fund could be subject to significant losses if that investment declines in value, or is otherwise adversely affected.

(k) Derivatives Risk

The Fund may utilise derivatives mainly for hedging purposes. The NAV of the Fund will be impacted by the valuation of the derivatives. These include, but are not limited to, price movement of the underlying assets, volatility of the underlying assets, interest rate levels and the correlation of the underlying assets. Any change in the aforesaid factors would either positively or negatively impact the valuation of the derivatives hence impacting the NAV of the Fund.

(l) Structured Products Risk

The value of structured products can fluctuate due to changes in market conditions, including interest rates, currency exchange rates, and the performance of underlying assets. These fluctuations can result in significant losses to the Fund. Structured products are subject to the credit risk of the issuer, if the issuer defaults on its obligations, the Fund may lose their entire investment in the structured product. As structured products have limited liquidity, they may not be easily sold without a significant loss in value especially during periods when the market is volatile. Some structured products may use leverage, which amplify both gains and losses. This can lead to significant volatility in the value of the investment which in turn will impact the NAV of the Fund.

(m) Collective Investment Schemes Risk

Investing in collective investment schemes may be more costly to the Fund than if the Fund had invested in the underlying investments directly as the Fund will indirectly be paying the fees and expenses of the collective investment schemes in addition to the Fund's direct fees and expenses. Investing in other collective investment schemes may subject the Fund to the risk that (i) the valuations of the Fund may not reflect the true value of the underlying collective investment schemes which could result in significant losses or inaccurate pricing for the Fund and/or (ii) the valuation of the underlying collective investment schemes may not be available as at the relevant valuation point for the Fund. The Fund's investments in collective investment schemes may also subject the Fund to additional risks (such as risk associated with the investment manager of the collective investment schemes) than if the Fund would have invested directly in the underlying investments of the collective investment schemes. The risk associated with the investment manager of the collective investment schemes includes but are not limited to the risk of direct or indirect losses resulting from inadequate or failed operational and administrative processes and systems of the investment manager of the collective investment schemes, and the risk that the collective investment schemes may underperform due to poor investment decisions by the investment manager of the collective investment schemes.

The Fund may also gain exposure to other types of collective investment schemes, such as REITs, which are subject to many of the same risks inherent in direct real estate ownership, which factors include, but is not limited to possible declines in real estate's value, increase in interest rates and real estate borrowing costs, changes in property taxes, higher operating expenses, damages from natural or man-made disasters, and

fall in market rental rates. The Fund's investments in ETFs or inverse ETFs may subject the Fund to additional risks (such as risks related to the changes in the constituent securities of the index that the ETF is tracking which may result in the rise or fall of the price of the ETF or cessation of the index that the ETF including inverse ETF is tracking which may result in the termination of the ETF including inverse ETF) than if the Fund would have invested directly in the constituent securities of the index. Any adverse price movements of such REITs and/or ETFs including inverse ETF will adversely affect the NAV of the Fund.

(n) Performance Fee Risk

Performance fee may be payable by the Fund to the Manager if the criteria to charge performance fee to the Fund are met. Such fees may incentivise the Manager to take on excessive risk which may result in adverse outcome for the Unit Holders.

(o) Special Purpose Vehicle Risk

Investments made through Special Purpose Vehicles ("SPVs") may expose the Fund to additional structural and operational risks compared to direct investments. These risks include, but are not limited to, lack of transparency, potential delays in cash flow distribution, and limited control over underlying assets or decision-making processes within the SPV(s). The performance of the investment is closely tied to the proper management and compliance of the SPV(s) with applicable laws and contractual obligations.

Furthermore, SPVs may involve additional legal, regulatory, and jurisdictional risks, particularly when established in foreign or offshore locations. Changes in tax regulations, reporting requirements, or corporate governance rules in the SPV(s)' jurisdiction may adversely affect returns of the investment.

The Fund could be subject to significant losses if the performance of its investments in SPV(s) is adversely affected.

(p) Restriction on Redemption Risk

Unit Holders are not allowed to redeem their Units during the holding period which is one (1) year from the date the Unit Holders invest in the Fund. Unit Holders will only be able to realise their investments after the holding period in accordance with the redemption process as set out in Chapter 3 under the "Holding Period, Redemption of Units and Payment of Redemption Proceeds". Unit Holders will not have access to their investment made during the holding period which may affect their ability to mobilise their funds into other investments when opportunities arise.

Unit Holders should also be aware that redemption proceeds may be paid up to three (3) months from the date of redemption. Accordingly, Unit Holders may experience a delay in accessing liquidity during this period, which could affect their ability to meet their short-term obligations or respond to market opportunities.

5.3 Risk Management Strategy and Technique

The Manager seeks to mitigate the identified risks associated with the Fund by imposing stringent internal controls, compliance monitoring, and by virtue of its experience, skills, governance and diligence.

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

It is important to note that events affecting the investments cannot always be foreseen. Therefore, it is not always possible to protect your investment against all risks.

The investments of the Fund carry risks and we recommend that you read the whole Information Memorandum to assess the risks of the Fund.

6. PRICING POLICY, FEES AND EXPENSES

6.1 Pricing Policy

NAV and NAV per Unit

The NAV of the Fund is determined by deducting the value of all the Fund's liabilities from the value of all the Fund's assets, as at the valuation point.

The NAV per Unit is the NAV of the Fund divided by the number of Units in circulation, at the same valuation point.

Selling Price of Units

The selling price shall be equivalent to the NAV per Unit. Any applicable sales charge shall be payable separately from the selling price. During the IOP, the selling price is equivalent to the Initial Offer Price. After the IOP, forward pricing will be used to determine the selling price of the Fund, which is the NAV per Unit as at the next valuation point after the purchase request/application is received by the Manager.

Units will be sold at the Initial Offer Price during IOP and thereafter, the NAV per Unit. Any sales charge payable by the Unit Holder would be calculated as a percentage of the Initial Offer Price during IOP and thereafter, of the NAV per Unit.

For illustration purposes, we would assume the following during the IOP:

Amount invested	:	MYR500,000.00
Sales charge	:	5.00% of the Initial Offer Price
Initial Offer Price	:	MYR1.0000 (selling price)

The investment amount, number of Units purchased and sales charge payable by the Unit Holder are as follows:

Items	Calculation	Amount
Investment amount	-	MYR500,000.00
Number of Units purchased	Investment amount divided by the Initial Offer Price = MYR500,000.00 ÷ MYR1.0000	500,000 Units
Sales charge of 5.00% on the Initial Offer Price	Sales Charge x Initial Offer Price x No. of Units = 5.00% x MYR1.0000 x 500,000 Units	MYR25,000.00

Total investment amount = MYR500,000.00

Add sales charge paid @ 5.00% of the Initial Offer Price = MYR 25,000.00

Total amount paid by Unit Holder = MYR525,000.00

The same calculation shall be applicable after the IOP except that the selling price shall be the NAV per Unit.

Redemption Price of Units

The redemption price shall be equivalent to the NAV per Unit. During the IOP, the redemption price is equivalent to the Initial Offer Price. After the IOP, forward pricing will be used to determine the redemption price of the Fund, which is the NAV per Unit as at the next valuation point after the redemption request/application is received by the Manager.

The redemption price shall be the Initial Offer Price during the IOP and thereafter, the NAV per Unit. Any penalty charge payable by the Unit Holder would be calculated as a percentage of the Initial Offer Price during the IOP and thereafter, of the NAV per Unit.

Unit Holders may redeem their Units after the first (1st) anniversary of their investment in the Fund; however, such redemptions, if made after the first (1st) anniversary but before the second (2nd) anniversary of the Unit Holders' investment in the Fund, will be subject to a penalty charge of 6% of the NAV per Unit.

Below is an illustration of the penalty charge applicable for redemption made after the first (1st) anniversary but before the second (2nd) anniversary of the Unit Holders' investment in the Fund:

Total number of Units to be redeemed : 100,000 Units
 Penalty charge : 6% of the NAV per Unit
 NAV per Unit : MYR1.0000 (redemption price)

The redemption proceeds payable to the Unit Holders are as follows:

Items	Calculation	Amount
Number of Units redeemed	-	100,000 Units
Amount redeemed	Total Units redeemed x NAV per Unit = 100,000 Units x MYR1.0000	MYR100,000.00
Penalty charge is 6% of the NAV per Unit	Penalty charge x amount redeemed = 6% x MYR100,000.00	MYR6,000.00

Total amount redeemed and amount paid to Unit holder = MYR100,000.00
Less penalty charge of 6% of NAV per Unit = MYR 6,000.00
Total amount paid to Unit Holder = MYR 94,000.00

No penalty charge will be imposed on the redemption of Units if such redemption is made after the second (2nd) anniversary of the Unit Holders' investment in the Fund.

Below is an illustration of the penalty charge applicable for redemption after the second (2nd) anniversary of the Unit Holders' investment in the Fund:

Total number of Units to be redeemed : 100,000 Units
 Penalty charge : Nil
 NAV per Unit : MYR1.0000 (redemption price)

The redemption proceeds payable to the Unit Holders are as follows:

Items	Calculation	Amount
Number of Units redeemed	-	100,000 Units
Amount redeemed	Total Units redeemed x NAV per Unit = 100,000 Units x MYR1.0000	MYR100,000.00
Penalty charge is 0% of the NAV per Unit	Penalty charge x amount redeemed = 0% x MYR100,000.00	MYR0

Total amount redeemed and amount paid to Unit holder	= MYR100,000.00
<u>Less penalty charge of 0% of NAV per Unit</u>	= MYR 0
Total amount paid to Unit Holder	= MYR100,000.00

6.2 Incorrect Valuation and Pricing

The Manager shall ensure that the Fund and/or the Units are correctly valued and priced according to the Deed and all relevant laws. Where there is an error in the valuation and pricing of the Fund and/or Units, any incorrect valuation and pricing of the Fund and/or Units which is deemed to be significant will involve the reimbursement of money in the following manner:

- (i) by the Manager to the Fund; or
- (ii) by the Fund to the Unit Holders and/or the former Unit Holders.

However, reimbursement of money shall only apply if the error is at or above the significant threshold of 0.50% of the NAV per Unit and the amount to be reimbursed is MYR10.00 or more.

6.3 Direct Fees and Charges

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

Sales Charge

Up to 5.00% of the NAV per Unit.

Notes:

- *The Manager reserves the right to waive or reduce the sales charge from time to time at its absolute discretion.*
- *All sales charge will be rounded to two (2) decimal places.*

Penalty Charge

Period from the Unit Holders' investment	Penalty charge
On or before the date that falls on the first (1 st) anniversary of the Unit Holders' investment in the Fund	Strictly no redemption
From the date after the first (1 st) anniversary to the date that falls on the second (2 nd) anniversary of the Unit Holders' investment in the Fund	6% of the NAV per Unit
From the date after the second (2 nd) anniversary of the Unit Holders' investment in the Fund	No penalty charge

All penalty charges paid by the Unit Holders will be retained as part of the assets of the Fund.

Switching Fee

Not applicable as switching facility is not available.

Transfer Fee

Not applicable as transfer facility is not available.

Other charges

All charges, for instance electronic payment charges (including, but not limited to Financial Process Exchange (“FPX”) and direct debit), telegraphic transfer charges and courier charges in connection with the execution of transactions on your behalf shall be borne by you.

6.4 Fees charged to the Fund and Expenses related to the Fund

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

Management Fee

The management fee is 1.50% per annum of the NAV of the Fund.

Please note that the example below is for illustration only:

Assuming that the NAV of the Fund is MYR100,000,000.00 on the Business Day, the management fee that would be accrued to the Fund on that Business Day would be:

$$\frac{\text{MYR100,000,000.00} \times 1.50\%}{365 \text{ days}} = \text{MYR4,109.59 per day}$$

The management fee is accrued daily and payable monthly to the Manager.

Trustee Fee

The Trustee will be entitled to a trustee fee of 0.06% per annum of the NAV of the Fund (excluding foreign custodian fees and charges), subject to a minimum fee of MYR12,000.00 per annum.

Please note that the example below is for illustration only:

Assuming that the NAV of the Fund is MYR100,000,000.00 on the Business Day, the trustee fee that would be accrued to the Fund on that Business Day would be:

$$\frac{\text{MYR100,000,000.00} \times 0.06\%}{365 \text{ days}} = \text{MYR164.38 per day}$$

The trustee fee is accrued daily and payable monthly to the Trustee.

Performance Fee

The Manager will earn a 20% performance fee on the appreciation in the NAV per Unit (before performance fee) over and above the Hurdle Value during a particular Performance Period. To protect the interests of the Unit Holders, the Manager imposes a Hurdle Value, which is set at the HWM plus 6%. The Fund’s performance has to exceed the Hurdle Value before the Manager is eligible to charge a performance fee.

The performance fee is calculated and adjusted on a daily basis. Although the calculation is on a daily basis, the performance fee is only payable to the Manager at the end of each Performance Period:

- (a) if there is an appreciation in the NAV per Unit (before performance fee) over and above the Hurdle Value on the last Business Day of a particular Performance Period; and
- (b) if the Manager receives a redemption request/application at a time when the NAV per Unit (before performance fee) is higher than the Hurdle Value during the Performance Period; the performance fee is chargeable to the redeeming Unit Holder regardless of the Fund’s performance on the last Business Day of the particular Performance Period.

Illustration:

Assuming there is no purchase or redemption request/application during the entire Performance Period, thus Units in circulation is the same throughout the entire Performance Period.

Year 1

Day	Units in circulation	NAV per Unit before performance fee	NAV per Unit after performance fee	HWM	Hurdle Value	Eligible for performance fee Yes/No	Excess NAV	Performance fee per Unit	Daily performance fee accrued	Performance fee paid to the Manager at the end of the Performance Period
	(a)	(b)	(c) = (b) – (h)	(d)	(e) = (d) + 6%	(f)	If (f) is Yes, (g) = (b) – (e)	(h) = (g) x 20%	(i) = (h) x (a)	
1	1,000,000	1.0000	1.0000	1.0000	1.0600	No	0.0000	0.0000	0.00	MYR17,600.00
2	1,000,000	0.9786	0.9786	1.0000	1.0600	No	0.0000	0.0000	0.00	
3	1,000,000	1.0789	1.0751	1.0000	1.0600	Yes	0.0189	0.0038	3,800.00	
4	1,000,000	1.1289	1.1151	1.0000	1.0600	Yes	0.0689	0.0138	13,800.00	
5	1,000,000	1.1567	1.1374	1.0000	1.0600	Yes	0.0967	0.0193	19,300.00	
365	1,000,000	1.1478	1.1302	1.0000	1.0600	Yes	0.0878	0.0176	17,600.00	

Year 2

Day	Units in circulation	NAV per Unit before performance fee	NAV per Unit after performance fee	HWM	Hurdle Value	Eligible for performance fee Yes/No	Excess NAV	Performance fee per Unit	Daily performance fee accrued	Performance fee paid to the Manager at the end of the Performance Period
	(a)	(b)	(c) = (b) – (h)	(d)	(e) = (d) + 6%	(f)	If (f) is Yes, (g) = (b) – (e)	(h) = (g) x 20%	(i) = (h) x (a)	
1	1,000,000	1.1200	1.1200	1.1302	1.1980	No	0.0000	0.0000	0.00	No performance fee will be paid
2	1,000,000	0.9870	0.9870	1.1302	1.1980	No	0.0000	0.0000	0.00	
3	1,000,000	1.2978	1.2778	1.1302	1.1980	Yes	0.0998	0.0200	20,000.00	

4	1,000,000	1.3129	1.2899	1.1302	1.1980	Yes	0.1149	0.0230	23,000.00	to the Manager in Year 2.
5	1,000,000	1.4210	1.3764	1.1302	1.1980	Yes	0.2230	0.0446	44,600.00	
365	1,000,000	1.1456	1.1456	1.1302	1.1980	No	0.0000	0.0000	0.00	

Year 3

Day	Units in circulation	NAV per Unit before performance fee	NAV per Unit after performance fee	HWM	Hurdle Value	Eligible for performance fee Yes/No	Excess NAV	Performance fee per Unit	Daily performance fee accrued	Performance fee paid to the Manager at the end of the Performance Period
	(a)	(b)	(c) = (b) – (h)	(d)	(e) = (d) + 6%	(f)	If (f) is Yes, (g) = (b) – (e)	(h) = (g) x 20%	(i) = (h) x (a)	
1	1,000,000	1.1697	1.1697	1.1302	1.1980	No	0.0000	0.0000	0.00	MYR53,900.00
2	1,000,000	1.1900	1.1900	1.1302	1.1980	No	0.0000	0.0000	0.00	
3	1,000,000	1.1238	1.1238	1.1302	1.1980	No	0.0000	0.0000	0.00	
4	1,000,000	1.1878	1.1878	1.1302	1.1980	No	0.0000	0.0000	0.00	
5	1,000,000	1.3898	1.3514	1.1302	1.1980	Yes	0.1918	0.0384	38,400.00	
365	1,000,000	1.4674	1.4135	1.1302	1.1980	Yes	0.2694	0.0539	53,900.00	

Determining the High Water Mark and Hurdle Value

At the beginning of a Performance Period, the Manager will determine the HWM. The HWM for the first Performance Period will be the initial offer price of the Fund.

The HWM for the subsequent Performance Period will be either:

- (a) the NAV per Unit (after performance fee) on the last Business Day of the previous Performance Period in respect of which a performance fee is paid; or
- (b) the HWM of the previous Performance Period,

whichever is the higher.

Then, the Manager will determine the Hurdle Value, which is the minimum value that needs to be achieved by the Fund before the Manager is eligible to charge a performance fee. The Hurdle Value is calculated by adding 6% to the HWM. The Hurdle Value for each subsequent Performance Period is reset at the beginning of the Performance Period based on the latest HWM.

Based on the figures in the illustration above, the HWM for Year 1 is MYR1.0000 and the Hurdle Value will therefore be MYR1.0600 (i.e. MYR1.0000 x 1.0600). On the last Business Day of Year 1, as the NAV per Unit of the Fund (after performance fee) rises to MYR1.1302, which is higher than the HWM for Year 1, the HWM for Year 2 will be reset to MYR1.1302 and the Hurdle Value will be MYR1.1980 (MYR1.1302 x 1.0600). Although the NAV per Unit of the Fund rises to MYR1.1456 on the last Business Day of Year 2, which is higher than the HWM for Year 2, the HWM for Year 3 will not be reset as the Manager is not eligible to charge a performance fee for Year 2. Hence, the HWM and Hurdle Value for Year 2, i.e., MYR1.1302 and MYR1.1980, will be maintained for Year 3.

Calculation of Performance Fee

Based on the figures in the illustration above, the HWM for the Performance Period in Year 1 is MYR1.0000 which is also the NAV per Unit on Day 1 and hence, the Hurdle Value is MYR1.0600. Let us assume that on Day 4 of Year 1, the NAV per Unit (before performance fee) is MYR1.1289, the Hurdle Value is MYR1.0600 and the Units in circulation of the Fund is 1,000,000 Units.

The performance fee is then calculated as follows:

Performance fee = (The difference between the NAV per Unit (before performance fee) and the Hurdle Value) x 20% x Total number of Units in circulation of the Fund

$$\begin{aligned} &= (\text{MYR}1.1289 - \text{MYR}1.0600) \times 20\% \times 1,000,000 \text{ Units} \\ &= \text{MYR}0.0689 \times 20\% \times 1,000,000 \text{ Units} \\ &= \text{MYR}13,800.00 \end{aligned}$$

As illustrated above, the performance fee, if any, will be adjusted on a daily basis. Adjustment is done by reversing the daily accrued performance fee payable to the Manager. For example, on Day 5 of Year 1, the accrued performance fee on Day 4, which is MYR13,800.00 will be reversed back to the Fund and the performance fee of MYR19,300.00 will be accrued on Day 5. On Day 365, which is the last Business Day of Year 1, the NAV per Unit (before performance fee) appears higher than the Hurdle Value; therefore, the Manager is entitled to charge a performance fee of MYR17,600.00 on the last Business Day of the Performance Period for Year 1.

Where the NAV per Unit (before performance fee) on the last Business Day of Year 2 is lower than the Hurdle Value, no performance fee is payable to the Manager on the last Business Day of the Performance Period for Year 2.

Where there is a purchase request/application by a Unit Holder during the Performance Period, the chargeable performance fee (if any) on the day of the subscription will be reflected in the NAV per Unit (after performance fee)

Illustration is based on Day 4 of Year 1 figures in the illustration above:

HWM	= MYR1.0000
Hurdle Value	= MYR1.0600
NAV per Unit (before performance fee)	= MYR1.1289
NAV per Unit (after performance fee)	= MYR1.1151

The NAV per Unit payable by the Unit Holder would be MYR1.1151, i.e. selling price.

Where there is a redemption request/application by a Unit Holder during the Performance Period, the chargeable performance fee (if any) will be calculated as follows:

Illustration is based on Day 4 of Year 1 figures in the illustration above:

Number of Units redeemed by the Unit Holder	= 100,000 Units
Hurdle Value	= MYR1.0600
NAV per Unit (before performance fee)	= MYR1.1289

The redemption request/application is received by the Manager on Day 4 of Year 1 where the NAV per Unit (before performance fee) is higher than the Hurdle Value of the Performance Period. As such, a performance fee is due to the Manager based on the calculation below:

(The difference between the NAV per Unit (before performance fee) on the Business Day when the redemption occurred and the Hurdle Value) x total number of Units redeemed x 20%
= (MYR1.1289 – MYR1.0600) x 100,000 Units x 20%
= MYR1,378.00

Note: During the Performance Period, such amount will be maintained in the account payable of the Fund and will be paid to the Manager at the end of the Performance Period.

6.5 Other Expenses Related to the Fund

Only fees and expenses that are directly related and necessary to the operation and administration of the Fund may be charged to the Fund, which include but are not limited to the following:

- commissions or fees paid to brokers or dealers in effecting dealings in the investments of the Fund;
- taxes and other duties charged on the Fund by the government and/or other authorities;
- costs, fees and expenses properly incurred by the auditor of the Fund;
- costs, fees and expenses incurred for any modification of the Deed save where such modification is for the benefit of the Manager and/or the Trustee;
- costs, fees and expenses incurred for any meeting of the Unit Holders save where such meeting is convened for the benefit of the Manager and/or the Trustee;
- (where the custodial function is delegated by the Trustee) charges and fees paid to sub-custodians for taking into its custody any foreign assets of the Fund;
- expenses and charges incurred in connection with the printing and postage for the annual or quarterly report, tax certificates and other services associated with the administration of the Fund;
- costs, fees and expenses incurred for the fund valuation and fund accounting of the Fund;
- costs, fees and expenses incurred in engaging any adviser for the benefit of the Fund;
- costs, fees and expenses incurred in the preparation and audit of the taxation, returns and accounts of the Fund; and
- any other fees and expenses permitted by the Deed.

6.6 Rebates and Soft Commissions

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

Notwithstanding the aforesaid, the Manager may retain the soft commissions provided that:

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

THE FEES, CHARGES AND EXPENSES CURRENTLY DISCLOSED ARE EXCLUSIVE OF ANY TAXES OR DUTIES THAT MAY BE IMPOSED BY THE GOVERNMENT OR OTHER AUTHORITIES FROM TIME TO TIME. THE MANAGER/TRUSTEE (WHERE APPLICABLE) SHALL HAVE THE RIGHT TO CHARGE AND RECOVER FROM THE FUND ANY APPLICABLE TAXES AND/OR DUTIES NOW OR HEREAFTER IMPOSED BY LAW OR REQUIRED TO BE PAID IN CONNECTION WITH THE PRODUCTS OR SERVICES PROVIDED BY THE MANAGER/TRUSTEE (WHERE APPLICABLE).

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

7. COMPUTATION OF NAV AND NAV PER UNIT

NAV

The NAV of the Fund means the total value of the Fund's assets less the Fund's expenses or liabilities incurred or accrued on a Business Day.

Below is an illustration on how the NAV of the Fund is calculated:

	Fund (MYR)
Value of the Fund	100,000,000.00
Add: Income / Receivables	200,000.00
Less: Expenses / Payables	100,000.00
NAV before deducting management fee and trustee fee for the day	100,100,000.00
Less: Management fee for the day	(100,100,000.00 x 1.50% / 365 days) 4,113.70
Less: Trustee fee for the day	(100,100,000.00 x 0.06% / 365 days) 164.55
*Performance fee calculation for the day	
NAV of the Fund before performance fee (after deduction of management fee and trustee fee)	100,095,721.75
Units in circulation for that day	80,000,000
NAV per Unit before performance fee	1.2512
Excess NAV (NAV per Unit before performance fee – Hurdle Value)	0.1912
Performance fee per Unit	0.0382
Performance fee for the day	3,056,000.00
Total NAV (after performance fee) (MYR)	97,039,721.75

*Assuming the HWM is MYR1.0000 and Hurdle Value is MYR1.0600.

NAV per Unit

The NAV per Unit is calculated by dividing the NAV of the Fund by the total number of Units in circulation at the valuation point.

Below is an illustration on how the NAV per Unit is calculated:

	Fund (MYR)
NAV (after performance fee)	97,039,721.75
Divide: Units in circulation	80,000,000
NAV per Unit (MYR)	<hr/> MYR1.2130* <hr/>

* The NAV per Unit will be rounded up to four (4) decimal places for the purposes of publication of the NAV per Unit. However, the rounding policy will not apply when calculating the sales charge and penalty charge (if any) payable by investors.

8. PARTIES TO THE FUND

8.1 Manager

Background and Experience

SideEquity Capital Management Sdn. Bhd. (formerly known as ATM Capital Management Sdn. Bhd.) (“SCM”) is a boutique asset management company based in Kuala Lumpur, Malaysia, incorporated in 2018. Licensed by the Securities Commission Malaysia, SCM specializes in providing personalized investment solutions for high-net-worth individuals, family offices, and institutional clients. SCM blends deep market expertise, in both listed and unlisted securities, with agile decision-making, focusing on capital preservation and long-term value creation.

Designated Fund Manager of the Fund

Jason Lee Wei Chung

Jason Lee Wei Chung is the Chief Investment Officer (CIO) of SCM, bringing over twenty-five (25) years of experience in the financial markets with deep expertise in equity investments, portfolio strategy, and institutional advisory.

Prior to joining SCM, he served as CEO and CIO of Libra Invest Berhad and was previously Head of Equity Sales at Macquarie Capital Securities (Malaysia). He has also held leadership roles within the investment community, including serving as a board member and past President of the CFA Society Malaysia.

8.2 Trustee

Profile of Maybank Trustees Berhad (“MTB”)

MTB is the trustee of the Fund with its registered office at 8th Floor, Menara Maybank, 100 Jalan Tun Perak, 50050 Kuala Lumpur.

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.

Experience in Trustee Business

MTB has acquired experience in the administration of unit trust funds/schemes since 1991.

Duties and Responsibilities of the Trustee

The Trustee’s role is mainly to act as custodian of the Fund and to exercise all due diligence and vigilance in carrying out its functions and duties and to safeguard the rights and interests of the Unit Holders. Apart from being the legal owner of the Fund’s assets, the Trustee is responsible for ensuring that the Manager performs its obligations in accordance with the provisions of the Deed and the relevant laws.

Trustee’s Delegate

MTB has delegated its custodian function to Malayan Banking Berhad. The custodian function is run under Maybank Securities Solutions (“MSS”), a unit within Malayan Banking Berhad. Maybank Securities Solutions 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 one hundred (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:

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

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

9. SALIENT TERMS OF THE DEED

9.1 Rights of the Unit Holders

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

- (a) to receive distribution of income (if any);
- (b) to participate in any increase in the value of the Units;
- (c) to call for Unit Holders' meetings, and to vote for the removal of the Manager or the Trustee through Special Resolution;
- (d) to receive annual and quarterly reports of the Fund; and
- (e) to enjoy such other rights and privileges as set out in the Deed.

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

9.2 Liabilities of the Unit Holders

No Unit Holder shall be liable for any amount in excess of the purchase price paid for the Units as determined in accordance to the Deed at the time the Units were purchased and any charges payable in relation thereto.

A Unit Holder shall not be under any obligation to indemnify the Manager and/or the Trustee in the event that the liabilities incurred by the Manager and/or the Trustee in the name of or on behalf of the Fund pursuant to the Act and/or in the performance of the provisions of the Deed exceed the value of the Fund's assets, and any right of indemnity of the Manager and/or the Trustee shall be limited to recourse to the Fund.

9.3 Termination of the Fund

The Manager may, in its absolute discretion and without having to obtain the prior approval of the Unit Holders, terminate the Fund if the termination of the Fund is in the best interest of the Unit Holders and the Manager deems it to be uneconomical for the Manager to continue managing the Fund. If the Fund is left with no Unit Holder, the Manager shall be entitled to terminate the Fund.

9.4 Power to Call for a Meeting by the Unit Holders

A Unit Holders' meeting may be called by the Manager, Trustee and/or Unit Holders. Any such meeting must be convened in accordance with the Deed.

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

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

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

Every question arising at any Unit Holders' meeting shall be decided in the first instance by a show of hands unless a poll is demanded or if it be a question which under the Deed requires a Special Resolution, in which case a poll shall be taken. On a voting by show of hands every Unit Holder who is present in person or by proxy shall have one (1) vote.

The quorum required for a meeting of the Unit Holders shall be five (5) Unit Holders, whether

present in person or by proxy; however, if the Fund has (5) or less Unit Holders, the quorum required for a meeting of the Unit Holders of the Fund shall be two (2) Unit Holders, whether present in person or by proxy. If the meeting has been convened for the purpose of voting on a Special Resolution, the Unit Holders present in person or by proxy must hold in aggregate at least twenty-five per centum (25%) of the Units in circulation of the Fund at the time of the meeting. If the Fund has only one (1) remaining Unit Holder, such Unit Holder whether present in person or by proxy, shall constitute the quorum required for the meeting of the Unit Holders of the Fund.

10. ANTI-MONEY LAUNDERING POLICY

The Manager has established a set of policies and procedures to prevent money laundering activities and to report transactions if it appears to be suspicious, in compliance with the provisions of the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act, 2001 (“**AMLA**”). In view of these, the Manager has the duty to ensure the following are strictly adhered to:

- (a) compliance with laws: the Manager shall ensure that laws and regulations are adhered to, the business is conducted in conformity with high ethical standards and that service is not provided where there is good reason to suspect that transactions are associated with money laundering activities.
- (b) co-operation with law enforcement agencies: The Manager shall co-operate fully with law enforcement agencies. This includes taking appropriate measures such as disclosure of information by the Manager to the Financial Intelligence and Enforcement Department of Bank Negara Malaysia.
- (c) policies, procedures and training: The Manager shall adopt policies consistent with the principles set out under the AMLA and ensure that the staff is informed of these policies and provide adequate training to such staff on matters provided under the AMLA.
- (d) know your customer: The Manager shall obtain satisfactory evidence of the customer's identity and have effective procedure for verifying the bona fides of the customer.

11. TAX

All fees and charges payable to the Manager and the Trustee are subject to applicable tax as may be imposed by the government or other authorities from time to time. Where tax is applicable to the extent that services is provided to the Fund and/or the Unit Holders, the amount of tax payable on any related fee, charge and/or expense will be borne by the Unit Holder and/or the Fund, as the case may be, in addition to the applicable fees, charges and expenses stated in this Information Memorandum.

12. AVENUE FOR ADVISE

You may always contact our team personnel who would be happy to assist at:

SideEquity Capital Management Sdn. Bhd. (formerly known as ATM Capital Management Sdn. Bhd.)

Suite 8.01, Level 8, Menara Access World
No. 1, Jalan 19/3, Seksyen 19
46300 Petaling Jaya, Selangor
Tel No. : 603-3051 0488
Email : admin@SideEquitycm.com
Website : www.SideEquitycm.com

You may choose to communicate with us via:

- customer service hotline: 603-3051 0488
- email: admin@SideEquitycm.com

You can also review and track the performance of the Fund by checking the unit prices which are published on www.SideEquitycm.com on a daily basis.

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

For internal dispute resolution, you may contact us:

- a) Via phone to : 603-3051 0488
- b) Via email to : 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

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**
- c) Via letter to : Level 14, Main Block
Menara Takaful Malaysia
No. 4, Jalan Sultan Sulaiman
50000 Kuala Lumpur

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
- d) Via the online complaint form available at **www.sc.com.my**
- e) Via letter to : Consumer & Investor Office
Securities Commission Malaysia
No. 3 Persiaran Bukit Kiara
Bukit Kiara
50490 Kuala Lumpur

SCM STRATEGIC OPPORTUNITIES FUND

("the Fund")

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 the information. Having made all reasonable inquiries, they confirm to the best of their knowledge and belief, that there are no false or misleading statements or omissions of other facts which would make any statement in this Product Highlights Sheet false or misleading.

STATEMENT OF DISCLAIMER

The relevant information and document in relation to the SCM Strategic Opportunities Fund, including a copy of this Product Highlights Sheet has been lodged with the Securities Commission Malaysia under the Lodge and Launch Framework.

The lodgement of the relevant information and document in relation to the SCM Strategic Opportunities Fund, including this Product Highlights Sheet, should not be taken to indicate that the Securities Commission Malaysia recommends the SCM Strategic Opportunities Fund or assumes responsibility for the correctness of any statement made or opinion or report expressed in this Product Highlights Sheet.

The Securities Commission Malaysia is not liable for any non-disclosure on the part of SideEquity Capital Management Sdn. Bhd. (*formerly known as ATM Capital Management Sdn. Bhd.*) responsible for the SCM Strategic Opportunities Fund and takes no responsibility for the contents of this Product Highlights Sheet. The Securities Commission Malaysia makes no representation on the accuracy or completeness of this Product Highlights Sheet, 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 SCM Strategic Opportunities Fund. Investors are advised to request, read and understand the information memorandum before deciding to invest.

1. What is SCM Strategic Opportunities Fund?

The Fund is a mixed assets fund managed by SideEquity Capital Management Sdn. Bhd. (*formerly known as ATM Capital Management Sdn. Bhd.*). The Fund aims to provide medium to long term* capital appreciation.

* *medium to long term means a period of three (3) years and above.*

2. Fund Suitability

The Fund is suitable for Sophisticated Investors who:

- wish to have exposure to a mixed assets fund;
- seek capital growth; and
- have a medium to long term investment horizon.

3. Investment Objective

The Fund aims to provide medium to long term capital appreciation.

4. Key Product Features

Fund Type	Growth
Fund Category	Mixed Assets
Investment Strategy	<p>The Fund may invest up to 100% of its NAV in permitted investments with flexible allocation in its assets to achieve a potentially higher return by changing the degree of risk according to current market conditions. The Fund has a global investment mandate.</p> <p>The Fund is not subjected to any investment restrictions and limits. When opportunity arises, the Fund may adopt concentrated positions (investing wholly in a single investment) to optimise potential returns in line with its investment objective.</p> <p>The Fund may also invest in collective investment schemes and place deposits with financial institutions.</p> <p>The Fund has the flexibility to invest in unlisted securities if opportunities arise. The Fund may also invest in structured products and use derivative instruments such as options, futures, forwards, swaps and credit derivatives for hedging purposes.</p> <p><i>The investment strategy is further elaborated in section 4.2 of the information memorandum.</i></p>
Reference Benchmark	<p>Absolute return of 6% per annum.</p> <p><i>The risk profile of the Fund is different from the risk profile of the reference benchmark.</i></p> <p><i>This is not a guaranteed return and is only a measurement of the Fund's performance.</i></p>
Launch Date	2 January 2026
Manager	SideEquity Capital Management Sdn. Bhd. (<i>formerly known as ATM Capital Management Sdn. Bhd.</i>)
Annual Management Fee	1.50% per annum of the NAV of the Fund.
Performance Fee	<p>20% on the appreciation in the NAV per Unit (before performance fee) over and above the Hurdle Value during a particular Performance Period.</p> <p>The performance fee is calculated and adjusted on a daily basis. Although the calculation is on a daily basis, the performance fee is only payable to the Manager at the end of each Performance Period if:</p> <p>(a) there is an appreciation in the NAV per Unit (before performance fee) over and above the Hurdle Value, which is HWM plus 6%, on the last Business Day of a particular Performance Period; and</p> <p>(b) if the Manager receives a redemption request/application at a time when the NAV per Unit (before performance fee) is higher than the Hurdle Value during the Performance Period; the performance fee is chargeable to the redeeming unit holder regardless of the Fund's performance on the last Business Day of the particular Performance Period.</p>

Sales Charge	Up to 5.00% of the NAV per unit. The Manager may at its absolute discretion waive or reduce the sales charge imposed on any investors from time to time.								
Penalty Charge	<table border="1"> <thead> <tr> <th>Period from the unit holders' investment</th> <th>Penalty charge</th> </tr> </thead> <tbody> <tr> <td>On or before the date that falls on the first (1st) anniversary of the unit holders' investment in the Fund</td> <td>Strictly no redemption</td> </tr> <tr> <td>From the date after the first (1st) anniversary to the date that falls on the second (2nd) anniversary of the unit holders' investment in the Fund</td> <td>6% of the NAV per Unit</td> </tr> <tr> <td>From the date after the second (2nd) anniversary of the unit holders' investment in the Fund</td> <td>No penalty charge</td> </tr> </tbody> </table> <p>All penalty charges paid by the Unit Holders will be retained as part of the assets of the Fund.</p>	Period from the unit holders' investment	Penalty charge	On or before the date that falls on the first (1 st) anniversary of the unit holders' investment in the Fund	Strictly no redemption	From the date after the first (1 st) anniversary to the date that falls on the second (2 nd) anniversary of the unit holders' investment in the Fund	6% of the NAV per Unit	From the date after the second (2 nd) anniversary of the unit holders' investment in the Fund	No penalty charge
Period from the unit holders' investment	Penalty charge								
On or before the date that falls on the first (1 st) anniversary of the unit holders' investment in the Fund	Strictly no redemption								
From the date after the first (1 st) anniversary to the date that falls on the second (2 nd) anniversary of the unit holders' investment in the Fund	6% of the NAV per Unit								
From the date after the second (2 nd) anniversary of the unit holders' investment in the Fund	No penalty charge								
Switching Fee	Not applicable as switching facility is not available.								
Transfer Fee	Not applicable as transfer facility is not available.								
Trustee	Maybank Trustees Berhad								
Annual Trustee Fee	0.06% per annum of the NAV of the Fund (excluding foreign custodian fees and charges), subject to a minimum fee of MYR12,000.00 per annum.								
Minimum Initial Investment[^]	MYR500,000.00								
Minimum Additional Investment[^]	MYR100,000.00								
Minimum Holdings of Units[^]	250,000 units								
Minimum Redemption Amount[^]	100,000 units. If the unit holdings of a unit holder after a redemption request/application fall below the minimum holdings of units for the Fund, a request for full redemption is deemed to have been made and the Manager will pay the redemption proceeds to the unit holder.								
[^] or such other amount or number of units as may be determined by the Manager at its discretion.									
Distribution Policy	The Fund is not expected to make any distribution. However, incidental distribution may be declared. The source of income, if any, for the purpose of distribution shall be derived from realised income and/or gain.								

YOU SHOULD NOT MAKE PAYMENT IN CASH TO A UNIT TRUST CONSULTANT OR ISSUE A CHEQUE IN THE NAME OF A UNIT TRUST CONSULTANT.

5. Asset Allocation

Asset Type	% of the Fund's NAV
Equities and equity-related securities	0% - 100%
Fixed income securities, money market instruments and/or deposits	0% - 100%
Collective investment schemes (including but not limited to ETFs and REITs)	0% - 100%
Unlisted securities	0% - 100%
Derivatives and structured products	0% - 20%

6. Key Risks

Specific Risks of the Fund

(a) Stock Specific Risk

Prices of a particular stock may fluctuate in response to the circumstances affecting individual companies such as adverse financial performance, news of a possible merger or loss of key personnel of a company. Any adverse price movements of such stock will adversely affect the NAV of the Fund.

(b) Currency Risk

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

(c) Country Risk

Investments of the Fund in any countries may be affected by changes in the economic and political climate, restriction on currency repatriation or other developments in the laws or regulations of the countries in which the Fund invests in. For example, the deteriorating economic condition of such countries may adversely affect the value of the investments undertaken by the Fund in those affected countries. This in turn may cause the NAV of the Fund or prices of units to fall.

(d) Equity-related Securities Risk

The risk of investing in equity-related securities is generally higher than their underlying equities. The Fund may invest in equity-related securities such as warrants and convertible securities which are capable of being converted into new shares of the company that issued the warrants and convertible securities. The price of warrants and convertible securities are typically linked to the underlying stock. However, the price and performance of such warrants will generally fluctuate more than the underlying stocks because of the greater volatility of the warrants market. Generally, as the warrants have a limited life, they will depreciate in value as they approach their maturity date, assuming that all other factors remain unchanged. Warrants that are not exercised at maturity will become worthless and negatively affect the NAV of the Fund. Convertible securities must be converted to the underlying stock at a predetermined conversion ratio and conversion rate, and in the event the total costs of converting into the underlying stock is higher than the market price of that underlying stock, it will negatively affect the NAV of the Fund.

(e) Unlisted Securities Risk

This risk refers to the Fund's investments in private equities and securities that are yet to be listed on a securities exchange such as pre-IPO shares. The Fund may face liquidity risk in its holdings of unlisted securities which could affect the value of the Fund. This risk can be mitigated through a thorough investment evaluation process performed on the unlisted securities prior to investing.

The Fund may also face valuation risk arising from the subjective nature of valuing unlisted securities, for which no public market may exist and no price quotation may be available, making it less transparent compared to listed securities. This risk can be mitigated by conducting thorough due diligence, utilising independent valuation methods approved by the auditor of the Fund or the Trustee and regularly reviewing and updating the valuations for unlisted securities based on changing market conditions.

(f) Credit and Default Risk

Credit risk relates to the creditworthiness of the issuers of the fixed income securities or money market instruments and their expected ability to make timely payment of interests and/or principal. Any adverse situations faced by the issuer may impact the value as well as liquidity of fixed income securities and money market instruments. In the case of rated fixed income securities and money market instruments, this may lead to a credit downgrade. Default risk relates to the risk that an issuer of a fixed income security or money market instrument either defaulting on payments or failing to make payments in a timely manner which will in turn adversely affect the value of the fixed income security or money market instrument. This could adversely affect the value of the Fund.

Deposits placed with financial institutions are also exposed to credit and default risk. Any adverse situations faced by the financial institutions may impact the value as well as liquidity of the deposits. If the financial institutions become insolvent, the Fund may suffer capital losses with regards to the capital invested and interests foregone, causing the performance of the Fund to be adversely affected. Placements of deposits with financial institutions will also be made based on prudent selection.

(g) Interest Rate Risk

Interest rate risk refers to the impact of interest rate changes on the valuation of the fixed income securities and money market instruments. When interest rate rise, fixed income securities and money market instruments prices may decline and lower the market value of the Fund's investment in fixed income securities and money market instruments. The reverse may apply when interest rates fall. In order to mitigate interest rate risk, the Manager will manage the fixed income securities and money market instruments taking into account the interest rate and time to maturity of the fixed income securities and money market instruments.

Interest rate fluctuations will also affect the Fund's potential returns from its future placement in deposits. When interest rate rise, future placement in deposits will benefit from the higher interest rates and in the event of falling interest rate, the Fund's future placement in deposits will be reinvested at lower interest rates which in turn will reduce the Fund's potential returns.

(h) Counterparty Risk

The Fund will be exposed to credit risk of the counterparties with whom the Fund trades with or makes placements of deposits. In the event that the counterparty is not able to fulfil its obligations especially in the event of bankruptcy, this may lead to a loss to the Fund. Counterparty risk may be mitigated by conducting credit evaluation on the counterparty to ascertain the creditworthiness of the counterparty.

(i) Tactical Asset Allocation Fund Risk

The Fund is a tactical asset allocation fund where the strategies employed shifts the asset mix of the Fund between equities and equity-related securities, fixed income securities, unlisted securities, money market instruments, deposits and collective investment schemes depending on the prevailing market outlook. The Manager's investment decision on the asset allocation may adversely affect the Fund's performance if the assessment concluded by the Manager is not consistent with the market outlook.

(j) Concentration Risk

The Fund may be subject to high concentration risk as the Fund has the mandate to invest in a single investment. The Fund could be subject to significant losses if that investment declines in value, or is otherwise adversely affected.

(k) Derivatives Risk

The Fund may utilise derivatives mainly for hedging purposes. The NAV of the Fund will be impacted by the valuation of the derivatives. These include, but are not limited to, price movement of the underlying assets, volatility of the underlying assets, interest rate levels and the correlation of the underlying assets. Any change in the aforesaid factors would either positively or negatively impact the valuation of the derivatives hence impacting the NAV of the Fund.

(l) Structured Products Risk

The value of structured products can fluctuate due to changes in market conditions, including interest rates, currency exchange rates, and the performance of underlying assets. These fluctuations can result in significant losses to the Fund. Structured products are subject to the credit risk of the issuer, if the issuer defaults on its obligations, the Fund may lose their entire investment in the structured product. As structured products have limited liquidity, they may not be easily sold without a significant loss in value especially during periods when the market is volatile. Some structured products may use leverage, which amplify both gains and losses. This can lead to significant volatility in the value of the investment which in turn will impact the NAV of the Fund.

(m) Collective Investment Schemes Risk

Investing in collective investment schemes may be more costly to the Fund than if the Fund had invested in the underlying investments directly as the Fund will indirectly be paying the fees and expenses of the collective investment schemes in addition to the Fund's direct fees and expenses. Investing in other collective investment schemes may subject the Fund to the risk that (i) the valuations of the Fund may not reflect the true value of the underlying collective investment schemes which could result in significant losses or inaccurate pricing for the Fund and/or (ii) the valuation of the underlying collective investment schemes may not be available as at the relevant valuation point for the Fund. The Fund's investments in collective investment schemes may also subject the Fund to additional risks (such as risk associated with the investment manager of the collective investment schemes) than if the Fund would have invested directly in the underlying investments of the collective investment schemes. The risk associated with the investment manager of the collective investment schemes includes but are not limited to the risk of direct or indirect losses resulting from inadequate or failed operational and administrative processes and systems of the investment manager of the collective investment schemes, and the risk that the collective investment schemes may underperform due to poor investment decisions by the investment manager of the collective investment schemes.

The Fund may also gain exposure to other types of collective investment schemes, such as REITs, which are subject to many of the same risks inherent in direct real estate ownership, which factors include, but is not limited to possible declines in real estate's value, increase in interest rates and real estate borrowing costs, changes in property taxes, higher operating expenses, damages from natural or man-made disasters, and fall in market rental rates. The Fund's investments in ETFs or inverse ETFs may subject the Fund to additional risks (such as risks related to the changes in the constituent securities of the index that the ETF is tracking which may result in the rise or fall of the price of the ETF or cessation of the index that the ETF including inverse ETF is tracking which may result in the termination of the ETF including inverse ETF) than if the Fund would have invested directly in the constituent securities of the index. Any adverse price movements of such REITs and/or ETFs including inverse ETF will adversely affect the NAV of the Fund.

(n) Performance Fee Risk

Performance fee may be payable by the Fund to the Manager if the criteria to charge performance fee to the Fund are met. Such fees may incentivise the Manager to take on excessive risk which may result in adverse outcome for the unit holders.

(o) Special Purpose Vehicle Risk

Investments made through Special Purpose Vehicles ("SPVs") may expose the Fund to additional structural and operational risks compared to direct investments. These risks include, but are not limited to, lack of transparency,

potential delays in cash flow distribution, and limited control over underlying assets or decision-making processes within the SPV(s). The performance of the investment is closely tied to the proper management and compliance of the SPV(s) with applicable laws and contractual obligations.

Furthermore, SPVs may involve additional legal, regulatory, and jurisdictional risks, particularly when established in foreign or offshore locations. Changes in tax regulations, reporting requirements, or corporate governance rules in the SPV(s) jurisdiction may adversely affect returns of the investment.

The Fund could be subject to significant losses if the performance of its investments in SPV(s) is adversely affected.

(p) Restriction on Redemption Risk

Unit holders are not allowed to redeem their units during the holding period which is one (1) year from the date the Unit holders invest in the Fund. Unit holders will only be able to realise their investments after the holding period in accordance with the redemption process as set out in Chapter 3 of the information memorandum under the "Holding Period, Redemption of Units and Payment of Redemption Proceeds". Unit holders will not have access to their investment made during the holding period which may affect their ability to mobilise their funds into other investments when opportunities arise.

Unit holders should also be aware that redemption proceeds may be paid up to three (3) months from the date of redemption. Accordingly, Unit holders may experience a delay in accessing liquidity during this period, which could affect their ability to meet their short-term obligations or respond to market opportunities.

Investors are reminded that the risks listed above may not be exhaustive and if necessary, they should consult their adviser(s), e.g. bankers, lawyers, stockbrokers or independent professional advisers for a better understanding of the risks.

For more details, please refer to section 5.1 of the information memorandum for the general risks of investing in the Fund.

Note: If your investments are made through an institutional unit trust scheme adviser ("Distributor") which adopts the nominee system of ownership, you would not be deemed to be a unit holder under the deed and as a result, your rights as an investor may be limited. Accordingly, we will only recognize the Distributor as a unit holder of the Fund and the Distributor shall be entitled to all the rights conferred to it under the deed.

7. Valuation of Investment

The Fund will be valued **daily at 11:00 a.m.** on the next Business Day except during the IOP. If the foreign market in which the Fund is invested in is closed for business on the Business Day, we will value the investment based on the latest available price as at the day the particular foreign market was last opened for business.

Unit holders will be able to obtain the price of a unit for a particular Business Day from our website, www.SideEquitycm.com after **2:00 p.m.** on the second (2nd) Business Day following that Business Day. The price of a unit would also be made available upon request by the unit holders.

8. Exiting from Investment

Submission of Redemption Request	<p>The cut-off time for redemption of units shall be on or before 2:00 p.m. on a Business Day.</p> <p><i>Please note that redemption of Units can only be done after the holding period of one (1) year from the date each investment is made into the Fund.</i></p> <p><i>Further information can be found under Chapter 3 of the information memorandum under the "Holding Period, Redemption of Units and Payment of Redemption Proceeds".</i></p>
Payment of Redemption Proceeds	<p>Redemption proceeds will be paid out within three (3) months from the day the redemption request/application is received by the Manager provided that all documentations are completed and verifiable.</p>
Remittance of Redemption Proceeds	<p>The Manager shall remit the redemption proceeds to the unit holder's banking account.</p>

9. Contact Information

I. For internal dispute resolution, you may contact:

SideEquity Capital Management Sdn. Bhd. (formerly known as ATM Capital Management Sdn. Bhd.)

- a. via phone to : 03-3051 0488
- b. via email to : 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

II. 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 : 03-2272 2811
- b. via online complaint form available at www.fmos.org.my
- c. via letter to : Level 14, Main Block
Menara Takaful Malaysia
No. 4, Jalan Sultan Sulaiman
50000 Kuala Lumpur

III. 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 : 03-6204 8999 (Aduan hotline)
- b. via fax to : 03-6204 8991
- c. via email to : aduan@seccom.com.my
- d. via the online complaint form available at www.sc.com.my
- e. via letter to : Consumer & Investor Office
Securities Commission Malaysia
No. 3, Persiaran Bukit Kiara
Bukit Kiara
50490 Kuala Lumpur

APPENDIX: GLOSSARY

Bursa Malaysia	means the stock exchange managed and operated by Bursa Malaysia Securities Berhad (Registration No.: 200301033577 (635998-W)) and includes any changes to the name or the operator of the Malaysian stock exchange.
Business Day(s)	means a day on which Bursa Malaysia is open for trading and/or banks in Kuala Lumpur are open for business. The Manager may also declare certain Business Days as non-Business Days when one (1) or more of the foreign markets in which the Fund is invested therein is closed for trading.
deposits	has the same meaning as defined in the Financial Services Act 2013.
ETF(s)	means exchange-traded funds.
financial institution	means: (a) if the institution is in Malaysia: <ul style="list-style-type: none">i. licensed bank;ii. licensed investment bank;iii. licensed Islamic bank; oriv. development financial institution regulated under the Development Financial Institutions Act 2002; or (b) if the institution is outside Malaysia, any institution that is licensed, registered, approved or authorised by the relevant banking regulator to provide financial services.
Fund	means the SCM Strategic Opportunities Fund.
High Water Mark or HWM	means the NAV per Unit on the last Business Day of the previous Performance Period in respect of which a performance fee is paid or the HWM for the previous Performance Period, whichever is higher. For the avoidance of doubt, the HWM as at the launch date of the Fund will be the initial offer price of the Fund.
Hurdle Value	means the minimum value that the Fund must achieve before the Manager is entitled to charge a performance fee. For the avoidance of doubt, Hurdle Value is the HWM plus 6% determined at the beginning of each Performance Period.

holding period	means the period during which unit holders are not permitted to redeem their units as further explained in Chapter 3 of the information memorandum under the “ Holding Period, Redemption of Units and Payment of Redemption Proceeds ” disclosure.
Initial Offer Period / IOP	means fifteen (15) Business Days from the date of the information memorandum. <i>Note: The IOP may be shortened at the discretion of the Manager if the Manager determines that it is in the unit holders’ interest to commence investment for the Fund.</i>
Manager / we	SideEquity Capital Management Sdn. Bhd. <i>(formerly known as ATM Capital Management Sdn. Bhd.)</i> .
NAV / NAV of the Fund	means the value of all the Fund’s assets minus its liabilities at the valuation point.
NAV per Unit	means the NAV of the Fund at a particular valuation point divided by the number of units in circulation at the same valuation point.
Performance Period	means a period of twelve (12) months beginning from the first (1 st) day of October to the last day of the month of September of every year coinciding with the start and the end of the Fund’s financial year. However, the Fund’s first financial year may be more or less than twelve (12) months depending on when the Fund is launched. The Manager will only calculate the performance fee on a Business Day.
REITs	means real estate investment trusts.
Sophisticated Investor(s)	means: (a) any person who is determined to be a sophisticated investor under the Guidelines on Categories of Sophisticated Investors issued by the SC; (b) any person who acquires any capital market product specified under the Guidelines on Unlisted Capital Market Products under the Lodge and Launch Framework where the consideration is not less than MYR250,000.00 or its equivalent in foreign currencies for each transaction whether such amount is paid for in cash or otherwise; or (c) any other category of investors as may be permitted by the SC from time to time.