

# INFORMATION MEMORANDUM

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## SCM – MAAM STRATEGIC GROWTH FUND

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(constituted by way of Deed on 10 March 2026)

### Manager

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

### Trustee

AmanahRaya Trustees Berhad  
Registration No.: 200701008892 (766894-T)

**This Information Memorandum is dated 12 March 2026**  
*(the date of the Information Memorandum is also the launch date of the Fund)*

**THE FUND IS OPEN FOR SALE DURING THE OFFER PERIOD ONLY. THE FUND IS NOT A CAPITAL GUARANTEED FUND OR A CAPITAL PROTECTED FUND. NO UNITS WILL BE ISSUED OR SOLD BASED ON THIS INFORMATION MEMORANDUM AFTER THE OFFER PERIOD.**

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

**UNITS OF THE SCM – MAAM STRATEGIC GROWTH 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 12.**

## **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 SCM – MAAM Strategic Growth Fund (“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

<b>MANAGER</b>	SideEquity Capital Management Sdn.Bhd. (formerly known as ATM Capital Management Sdn. Bhd.) [Registration No.: 201801008629 (1270643-D)]
<b>REGISTERED OFFICE</b>	No. 3-25, PV128, Jalan Genting Klang 53300 Kuala Lumpur
<b>BUSINESS OFFICE</b>	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
<b>TRUSTEE</b>	AmanahRaya Trustees Berhad [Registration No.: 200701008892 (766894-T)]
<b>REGISTERED OFFICE</b>	Level 34, Vista Tower, The Intermark 348 Jalan Tun Razak 50400 Kuala Lumpur Tel.: +603 – 2055 7388
<b>BUSINESS OFFICE</b>	Level 31, Vista Tower, The Intermark 348 Jalan Tun Razak 50400 Kuala Lumpur Tel.: +603 – 2036 5129 Fax: +603 – 2072 0320 Email: info@artrustees.com.my Website: www.artrustees.com.my
<b>INVESTMENT ADVISER</b>	MIDF Amanah Asset Management Berhad [Registration No.: 197201000162 (11804-D)]
<b>REGISTERED OFFICE</b>	Level 25, Menara MBSB Bank, PJ Sentral Lot 12, Persiaran Barat, Seksyen 52 46200 Petaling Jaya, Selangor
<b>BUSINESS OFFICE</b>	Level 20, Menara MBSB Bank, PJ Sentral Lot 12, Persiaran Barat, Seksyen 52 46200 Petaling Jaya, Selangor Tel.: +603 – 2173 8888 (Customer Service Line) Email: investing@midf.com.my Website: www.assetmanagement.midf.com.my

## 2. DEFINITIONS

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

Bursa Malaysia	means the stock exchange managed or operated by Bursa Malaysia Securities Berhad (Registration No.: 200301033577 (635998-W)).
Business Day(s)	means a day on which Bursa Malaysia is open for trading.
CMSA	means the Capital Markets and Services Act 2007.
Commencement Date	means the next Business Day after the end of the Offer Period. For the avoidance of doubt, Commencement Date shall be construed as the date the Fund commences its first investments.
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 and lodged with the SC.
deposits	has the same meaning as defined in the Financial Services Act 2013.
Financial institution(s)	means:  (a) if the institution is in Malaysia: i. licensed bank; or ii. licensed investment bank; or 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 – MAAM Strategic Growth 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.
Information Memorandum	refers to this information memorandum in relation to the Fund.
LPD	means the latest practicable date as at 31 January 2026.
Manager / we / us / our	refers to SideEquity Capital Management Sdn. Bhd. ( <i>formerly known as ATM Capital Management Sdn. Bhd.</i> ) [Registration No.: 201801008629 (1270643-D)].
Maturity Date	means a date which falls on the last Business Day of the fifteenth (15 <sup>th</sup> ) month of the Commencement Date unless the tenure of the Fund is extended by the Manager for an additional three (3) months or such other period as may be agreed between the Manager and the Trustee and notified in writing to the Unit Holders. If that extended date is not a Business Day, the Maturity Date will be the first Business Day following the relevant extended date.

*Note: The Manager may, at its sole discretion, reduce the tenure of the Fund. Please refer to Section 3 under Maturity of the Fund on the circumstances which may trigger an early maturity of the Fund.*

MYR / RM	means Ringgit Malaysia.
NAV / NAV of the Fund	means the value of all the Fund's assets less the value of all the Fund's 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.
Offer Period	means the period during which the Fund is open for sale and Units will be sold at the Offer Price.
Offer Price	means the fixed price per Unit during the Offer Period and is RM1.00.
SC	refers to the Securities Commission Malaysia established under the Securities Commission Malaysia Act 1993.
Sophisticated Investor(s)	means: <ul style="list-style-type: none"> <li>(a) any person who is determined to be a sophisticated investor under the Guidelines on Categories of Sophisticated Investors issued by the SC; or</li> <li>(b) any person who acquires any capital market product specified under the Guidelines 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</li> <li>(c) any other category of investors as may be permitted by the SC from time to time.</li> </ul>
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 AmanahRaya Trustees Berhad (Registration No. 200701008892 (766894-T)), the trustee appointed for the Fund.
Unit(s)	means an undivided share in the beneficial interest and/or right in the Fund and a measurement of the interest and/or right of a Unit Holder in the Fund and means a unit of the Fund.
Unit Holder(s) / you	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"> <li>(a) a U.S. citizen (including those who hold dual citizenship or a greencard holder);</li> </ul>

- (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:
  - (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.

Valuation Day means the last Business Day of the month.

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### 3. KEY DATA

<b>INFORMATION ON THE FUND</b>	
<b>Name of the Fund</b>	SCM – MAAM Strategic Growth Fund
<b>Fund Category</b>	Equities (Hybrid Securities) (Closed-end fund)
<b>Fund Type</b>	Growth
<b>Base Currency</b>	MYR
<b>Offer Period</b>	<p>A period of not more than ninety (90) days from the date of this Information Memorandum.</p> <p><i>Notes:</i></p> <p>(1) <i>Units are only available for purchase during the Offer Period. Once the Units are issued to the Unit Holders during the Offer Period, the Unit Holders would not be allowed to redeem their Units up to the Maturity Date of the Fund.</i></p> <p>(2) <i>The Offer Period may be shortened if we determine that it is in the best interest of investors to commence investments for the Fund.</i></p>
<b>Offer Price</b>	MYR1.00 per Unit
<b>Commencement Date</b>	The next Business Day after the end of the Offer Period.
<b>Maturity of the Fund</b>	<p>The tenure of the Fund is fifteen (15) months from the Commencement Date unless the tenure of the Fund is extended by the Manager for an additional three (3) months or such other period as may be agreed between the Manager and the Trustee.</p> <p>The Manager may, at its sole discretion, reduce* the tenure of the Fund or extend the tenure of the Fund.</p> <p><i>*The Manager may shorten the tenure of the Fund if the underlying investment, comprising the redeemable preference shares and/or Islamic redeemable preference shares, has been fully settled and all proceeds from such investment has been received by the Fund. In the event of an early maturity, the Manager will provide Unit Holders with a written notice at least seven (7) days prior to the effective date of such early maturity.</i></p> <p>The Fund will mature on the last Business Day of the fifteenth (15<sup>th</sup>) month from the Commencement Date unless the tenure of the Fund is extended by the Manager for an additional three (3) months or such other period as may be agreed between the Manager and the Trustee. The Manager will notify all Unit Holders in writing at least fourteen (14) days prior to the Maturity Date of any extension of the tenure of the Fund.</p> <p>If that extended date is not a Business Day, the Maturity Date will be the first Business Day following the relevant extended date.</p> <p>After all the assets of the Fund have been fully liquidated, the Unit Holders will be notified of the following:</p> <p>(a) the NAV per Unit at which the maturity proceeds will be calculated; and</p>

	<p>(b) the date on which the maturity proceeds will be paid to the Unit Holders, which will not exceed fourteen (14) days from the date the liquidation of assets of the Fund is completed.</p> <p><i>Note: For the purpose of calculating the period of fifteen (15) months, the period shall commence on the day after the Commencement Date (i.e. the Commencement Date is excluded from the calculation of the period).</i></p>
<b>Investment Objective</b>	<p>The Fund aims to provide capital appreciation at the end of the tenure of the Fund.</p> <p><i>Note:</i></p> <p><i>Any material change to the investment objective of the Fund would require Unit Holders' approval.</i></p>
<b>Investment Strategy</b>	<p>The Fund seeks to achieve its investment objective by investing a minimum of 98% of its NAV in MYR-denominated redeemable preference shares and/or Islamic redeemable preference shares issued by a Malaysian-incorporated financial solution provider. These instruments are structured to provide dividend returns with defined exit mechanisms, offering a risk-return profile that supports the Fund's objective.</p> <p>The Fund is structured to invest in a single-issuer issuing redeemable preference shares and/or Islamic redeemable preference shares with minimal diversification across instruments. The Manager may, however, adjust the portfolio's liquidity profile by allocating up to 2% of the Fund's NAV in deposits with Financial Institutions, money market instruments or collective investment schemes that invests primarily in liquid assets to meet operational needs.</p>
<b>Asset Allocation</b>	<ul style="list-style-type: none"> <li>• A minimum of 98% of the Fund's NAV in MYR-denominated redeemable preference shares and/or Islamic redeemable preference shares; and</li> <li>• Up to 2% of the Fund's NAV in liquid assets* and collective investment schemes that invests primarily in liquid assets.</li> </ul> <p><i>* liquid assets comprise of deposits with Financial Institutions and money market instruments.</i></p>
<b>Performance Benchmark</b>	<p>Absolute return of 8% per annum.</p> <p><i>Notes:</i></p> <p>(1) <i>This is not a guaranteed return. For the purpose of the Fund, the performance benchmark is used as a yardstick to assess the performance of the Fund.</i></p> <p>(2) <i>The risk profile of the Fund is different from the risk profile of the performance benchmark.</i></p>
<b>Investor Profile</b>	<p>The Fund is suitable for Sophisticated Investors who:</p> <ul style="list-style-type: none"> <li>• are willing to tolerate the risks associated with investing in MYR-denominated redeemable preference shares and/or Islamic redeemable preference shares; and</li> <li>• understand and accept the risks associated with single issuer exposure, issuer credit risk and valuation uncertainty.</li> </ul>
<b>Financial Year End</b>	30 September

<b>Distribution Policy</b>	The Fund is not expected to make any income distributions.
<b>Communication with Unit Holders</b>	<p><b>Statement of Accounts</b></p> <p>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.</p> <p><b>Unit Price</b></p> <p>Unit Holders will be able to obtain the price of a Unit for a particular Valuation Day from our website, <a href="http://www.SideEquitycm.com">www.SideEquitycm.com</a> after <b>2:00 p.m.</b> on the second (2<sup>nd</sup>) Business Day following that Valuation Day. The price of a Unit would also be made available upon request by the Unit Holders.</p> <p><b>Financial Reports</b></p> <p>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.</p>
<b>TRANSACTION DETAILS</b>	
<b>Minimum Investment<sup>^</sup></b>	MYR50,000.00
<i><sup>^</sup> or such other amount as may be determined by the Manager at its discretion.</i>	
<b>Transfer Facility</b>	<p>Units may be transferred from one (1) Unit Holder to another Sophisticated Investor subject to the Manager's sole discretion and to the provisions of the Deed.</p> <p>In the event of the death of a Unit Holder, the transfer of Units to the personal representative of the deceased will be effected solely through the formal estate administration process and in accordance with the Fund's death claims procedures.</p>
<b>Switching Facility</b>	Not available.
<b>Repurchase of Units</b>	No repurchase request is allowed to be made up to the Maturity Date of the Fund.
<b>Dealing Cut-Off Time for Purchase of Units during the Offer Period</b>	<p>The dealing cut-off time shall be at 4:00 pm on a Business Day.</p> <p>Purchase requests/applications can be made on any Business Day during the Offer Period only. No Units will be available for purchase after the expiry of the Offer Period.</p> <p>Units would be created and sold based on the Offer Price after the purchase request/application is received and accepted by the Manager.</p> <p>No purchase request/application will be accepted by the Manager after the cut-off time on the last Business Day of the Offer Period.</p>

<b>FEES AND CHARGES</b>	
<b><i>This table describes the fees and charges that you may directly incur when you purchase Units of the Fund.</i></b>	
<b>Sales Charge</b>	Not applicable.
<b>Switching Fee</b>	Not applicable as switching facility is not available.
<b>Transfer Fee</b>	RM50.00 per transfer.
<b><i>This table describes the fees and charges that you may indirectly incur when you invest in the Fund.</i></b>	
<b>Management Fee</b>	1.50% per annum of the NAV of the Fund, before deducting the management fee and trustee fee for the Valuation Day, calculated and paid on a monthly basis.
<b>Performance Fee</b>	<p>The Manager shall be entitled to a performance fee upon full liquidation of the Fund's investments at the Maturity Date or early maturity of the Fund, as the case may be. The performance fee will only be calculated and payable after:</p> <ul style="list-style-type: none"> <li>(i) all proceeds from the liquidation of the redeemable preference shares and/or Islamic redeemable preference shares and other investments of the Fund have been received by the Fund;</li> <li>(ii) all fees, charges, and expenses incurred or to be incurred by the Fund throughout the tenure of the Fund, including but not limited to, management fee, trustee fee, audit fee, tax agent fee and costs for termination of the Fund, have been settled in full or accrued; and</li> <li>(iii) Unit Holders are paid a net return of 8%* of their original investment amount, in addition to their original investment amount.</li> </ul> <p>If, after satisfying the above obligations, there remains any excess amount in the Fund, any such excess amount shall be halved where one part is paid to the Manager as a performance fee and the other part is to be paid proportionately to the Unit Holders remaining in the Fund on the Maturity Date or early maturity of the Fund, as the case may be.</p> <p><i>* The net return of 8% is not guaranteed and if the net return is less than 8% of the Unit Holders' original investment amount, the Manager will not be entitled to a performance fee.</i></p>
<b>Trustee Fee</b>	0.05% per annum of the NAV of the Fund (excluding foreign custodian fees and charges, if any), subject to a minimum fee of MYR12,000.00 per annum, before deducting the management fee and trustee fee for the Valuation Day, calculated and paid on a monthly basis.
<b>Fund Expenses</b>	Only fees and expenses that are directly related and necessary to the operation and administration of the Fund, including but not limited to any fees as may be imposed by the SC in relation to 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, charges and expenses involved and investors are advised to consider the fees, charges and expenses before investing in the Fund.**

## **4. THE FUND**

### **4.1 Investment Objective**

The Fund aims to provide capital appreciation at the end of the tenure of the Fund.

*Note:*

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

### **4.2 Investment Strategy**

The Fund seeks to achieve its investment objective by investing a minimum of 98% of its NAV in MYR-denominated redeemable preference shares and/or Islamic redeemable preference shares issued by a Malaysian-incorporated financial solution provider. These instruments are structured to provide dividend returns with defined exit mechanisms, offering a risk-return profile that supports the Fund's objective.

The Fund is structured to invest in a single-issuer issuing redeemable preference shares and/or Islamic redeemable preference shares with minimal diversification across instruments. The Manager may, however, adjust the portfolio's liquidity profile by allocating up to 2% of the Fund's NAV in deposits with Financial Institutions, money market instruments or collective investment schemes that invests primarily in liquid assets to meet operational needs.

### **4.3 Asset Allocation**

- A minimum of 98% of the Fund's NAV in MYR-denominated redeemable preference shares and/or Islamic redeemable preference shares; and
- Up to 2% of the Fund's NAV in liquid assets\* and collective investment schemes that invests primarily in liquid assets.

*\* liquid assets comprise of deposits with Financial Institutions and money market instruments.*

### **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 may invest in the following permitted investments:

- (a) redeemable preference shares and/or Islamic redeemable preference shares;
- (b) collective investment schemes;
- (c) money market instruments; and
- (d) deposits.

### **4.5 Investment Restrictions and Limits**

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

The Fund may invest up to 100% of its NAV in securities issued by a single private company. While this strategy aligns with the Fund's investment objective, it exposes Unit Holders to a higher degree of concentration risk.

### **4.6 Valuation Point**

Valuation point refers to such time on a Valuation Day when the NAV of the Fund is calculated.

The Fund is valued once every month at the end of the Valuation Day and the price of the Units will be published on a monthly basis on the Manager's website.

#### 4.7 Valuation of Assets of the Fund

**Unlisted securities** will be valued at cost at the point of purchase.

**Money market instruments** such as commercial papers and treasury bills are valued based on the price quoted by the bond pricing agency registered with the SC. For investments in money market instruments that are not quoted by the bond pricing agency registered with the SC, such instruments are 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.

**Cash in bank and/or deposits** placed with Financial Institutions are determined by reference to the principal value of such investments and the accrued interest thereon for the relevant period.

**Unlisted collective investment schemes** will be valued based on the last published repurchase price.

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## **5. GENERAL RISKS AND SPECIFIC RISKS OF THE FUND**

### **5.1 General Risks of Investing in the Fund**

(a) **Manager's Risk**

This risk refers to our day-to-day management of the Fund 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 law or guidelines due to factors such as human error or weaknesses in operational process and systems, may adversely affect the performance of the Fund. In order to mitigate this risk, the implementation of internal controls and a structured investment process and operational procedures has been put in place by us.

(b) **Inflation Risk**

This risk refers to the likelihood of a Unit Holder's investments not growing proportionately to the inflation rate resulting in the Unit Holder's decreasing purchasing power even though the investment in monetary terms may have increased. This risk can be mitigated by investing in securities that can provide positive real rate of return.

(c) **Returns are not guaranteed**

There is no guarantee on the investment returns to Unit Holders.

### **5.2 Specific Risks of the Fund**

(a) **Concentration Risk**

The Fund may invest substantially in redeemable preference shares and/or Islamic redeemable preference shares issued by one (1) entity. As such, the performance of the Fund is entirely dependent on the financial condition, operational performance, repayment ability and discretion of that issuer. Any deterioration in the issuer's credit quality, regulatory standing, or business prospects will directly and materially impact the value and returns of the Fund. Unlike funds with a diversified portfolio, there is no risk dispersion; a default or delay in payment by the issuer would result in substantial or total loss of the capital and/or returns of the Fund.

(b) **Issuer Credit Risk**

The Fund's performance is tied to the issuer's ability to pay periodic dividends and redeem the redeemable preference shares and/or Islamic redeemable preference shares at the maturity date of the redeemable preference shares and/or Islamic redeemable preference shares. As the redeemable preference shares and/or Islamic redeemable preference shares is issued by a financial solution provider, Unit Holders are exposed to the creditworthiness and financing portfolio performance (financial solution provider activities) of that issuer. Deterioration in financing portfolio recoveries, customers' defaults, or regulatory restrictions on the financial solutions provider's practices will impact the issuer's cash flow and lead to non-payment or delayed repurchase of the redeemable preference shares and/or Islamic redeemable preference shares. In the event of an insolvency of the issuer, Unit Holders should be aware that preference shareholders rank below secured creditors, exposing the Fund and in turn the Unit Holders to a potential loss of principal.

(c) **Issuer Business Risk**

The Fund's performance is also closely linked to the business performance of the issuer of the redeemable preference shares and/or Islamic redeemable preference shares. The issuer operates as a financial solutions provider and is subject to various business risks that may affect its financial performance and ability to meet its obligations.

Such risks may include, but are not limited to, changes in economic conditions, competition within the industry, operational risks, availability of financing, changes in demand for the issuer's services, changes in consumer behaviour or preferences and regulatory or legal developments that may affect the issuer's business operations. If the issuer experiences adverse business or financial developments, this may affect its ability to pay dividends on, or redeem, the redeemable preference shares and/or Islamic redeemable preference shares held by the Fund.

In such circumstances, the Fund may experience delays in receiving expected returns or repayment of its investment, which may in turn affect the Fund's ability to realise its investment within the intended tenure of the Fund. This may result in the tenure of the Fund being extended in accordance with the terms of the Fund. Additionally, if the issuer is unable to meet its obligations or if the value of the investment deteriorates significantly, the Fund may incur losses and investors may lose part or all of their principal investment in the Fund.

(d) Liquidity Risk

This risk refers to the ease in which the Fund's investment can be sold at a favourable price. The redeemable preference shares and/or Islamic redeemable preference shares is an unlisted security and there may be no secondary market to dispose of the redeemable preference shares and/or Islamic redeemable preference shares prior to its maturity. The Fund is also illiquid and has been structured as a hold to maturity investment. If the issuer of the redeemable preference shares and/or Islamic redeemable preference shares delays repurchases or exercises an extension option (if any), the Fund's capital repayment and cashflow distribution may be prolonged beyond the expected investment horizon.

(e) Market and Interest Rate Risk

The returns on the redeemable preference shares and/or Islamic redeemable preference shares are typically structured as fixed or interest-sharing-based returns. The Fund's returns are pre-determined or formula-based, not directly linked to prevailing market interest rates. If market interest rates rise during the tenure, the fixed returns on the redeemable preference shares and/or Islamic redeemable preference shares may underperform comparable market instruments, resulting in opportunity cost to the Fund and in turn Unit Holders.

(f) Legal Risk

The underlying investment is subject to securities and company laws and any adverse legal, regulatory, or corporate developments affecting the issuer such as insolvency, restructuring, or breach of statutory obligations which may affect the issuer's ability to repurchase the redeemable preference shares and/or Islamic redeemable preference shares or make dividend payments. In the event of a default by the issuer, the Fund will be required to take legal action to recover its investments which may be time consuming.

(g) Valuation Risk

The redeemable preference shares and/or Islamic redeemable preference shares, being unlisted and not actively traded, lacks accessible market prices. The Manager will rely on internal valuation methodologies, which involve assumptions and subjective judgment. Any changes in estimated fair value, discount rate, or expected repurchase profile can lead to material NAV fluctuations or valuation uncertainty. In the event of default or restructuring, recovery values may be significantly below par.

(h) Returns and Capital Risk

Investors are expected to receive a single payout upon the Maturity Date, which may comprise dividend returns (if any) received from the redeemable preference shares and/or Islamic redeemable preference shares held by the Fund as well as the return of the Fund's capital investment.

The ability of the Fund to make such payout will depend largely on the issuer's ability to pay dividends on, and redeem or repay, the redeemable preference shares and/or Islamic redeemable preference shares held by the Fund. If the issuer delays, reduces, or fails to make such payments, the Fund may receive lower returns than expected or may experience delays in receiving such payments.

In such circumstances, the amount available to be paid to Unit Holders on the Maturity Date may be reduced, delayed, or may not materialise as expected. This may also affect the timing of the Fund's realisation of its investment and could result in the tenure of the Fund being extended in accordance with the terms of the Fund.

There is no guarantee that the Fund will achieve its expected returns or that investors will receive a full return of their capital on the Maturity Date. If the issuer is unable to meet its obligations or if the value of the Fund's investment declines, the Fund may incur losses and investors may lose part or all of their principal investment in the Fund.

(i) Regulatory and Compliance Risk

The issuer of the redeemable preference shares and/or Islamic redeemable preference shares is a financial solutions provider, and is subject to strict licensing, interest/profit rate caps, and compliance obligations under the relevant laws. Regulatory changes, license suspension, or restrictions on financing rates could reduce profitability or disrupt operations. The financial solutions provider's business is inherently exposed to credit defaults from customers, especially during economic downturns, tightening of liquidity, or rising household debt levels. Any enforcement action, adverse publicity, or regulatory investigation into the issuer's practices could materially impair its ability to fulfil its obligations under the redeemable preference shares and/or Islamic redeemable preference shares.

(j) Credit and Default Risk

This risk refers to the creditworthiness of the issuer of the money market instruments and/or the Financial Institution where the deposits are placed with and its expected ability to make timely payment of interest and/or principal.

Investments in money market instruments and deposits are subject to adverse changes in the financial conditions of the issuer or Financial Institution, or adverse changes to general economic conditions, or both. For example, an unanticipated rise in interest rates may impair the ability of the issuer to make payments of interest and principal especially if the issuer is highly leveraged. Such issuer's ability to meet its debt obligations may also be adversely affected by specific corporate developments, or the issuer's inability to meet specific projected business forecasts, or the unavailability of additional financing. Also, an economic downturn or an increase in interest rates may increase the potential for default by the issuers of these money market instruments and/or the Financial Institution where the deposits are placed with. Default happens when the issuer of money market instruments and/or the Financial Institution where the deposits are placed with is unable to make interest payments and/or repay/pay the principal and/or interest in a timely manner thus lowering the value of the Fund's investments and subsequently the value of Unit Holders' investments.

(k) Investment Realisation / Exit Risk

The Fund is expected to invest substantially in redeemable preference shares and/or Islamic redeemable preference shares issued by a single issuer. The Fund intends to realise its investment primarily through the redemption, repayment, or other agreed exit mechanism in relation to the redeemable preference shares and/or Islamic redeemable preference shares only upon or prior to the Maturity Date. **Investors will not be able to redeem their Units during the tenure of the Fund.**

There is a risk that the Fund may not be able to realise its investment within the expected timeframe. This may occur if the issuer is unable or unwilling to redeem or repay the redeemable preference shares and/or Islamic redeemable preference shares in accordance with the agreed terms, or if there are delays arising from financial, operational, legal or market-related factors affecting the issuer.

In such circumstances, the Fund may not receive the expected proceeds from the investment within the intended tenure of the Fund. This may result in delays in the Fund's ability to make the final payout to Unit Holders and may require the tenure of the Fund to be extended in accordance with the terms of the Fund.

Additionally, if the Fund is required to dispose of the investment through an alternative exit arrangement or secondary transaction, the proceeds received may be lower than the initial investment or the expected value of the investment. This may result in lower returns to Unit Holders or a partial loss of capital.

### **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.**

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## 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 Offer Price. Any applicable sales charge shall be payable separately from the selling price.

Units will only be sold during the Offer Period.

#### Illustration:

Amount invested	:	MYR50,000.00
Sales charge	:	Nil
Offer Price	:	MYR1.0000 (selling price)

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

Items	Calculation	Amount
Investment amount	-	MYR50,000.00
Number of Units purchased	Investment amount divided by the Offer Price = MYR50,000.00 ÷ MYR1.0000	50,000 Units
Sales charge of 0% on the Offer Price	Sales Charge x Offer Price x No. of Units = Nil x MYR1.0000 x 50,000 Units	-

Total investment amount	= MYR50,000.00
Add sales charge paid @ 0% of the Offer Price	= -
<b>Total amount paid by Unit Holder</b>	<b>= MYR50,000.00</b>

#### Repurchase Price of Units

Not applicable, as no repurchase request is allowed to be made up to the Maturity Date.

### 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 Units of the Fund:

#### Sales Charge

Not applicable.

#### Switching Fee

Not applicable as switching facility is not available.

#### Transfer Fee

RM50.00 per transfer.

#### 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 MYR25,000,000.00 on the Valuation Day, and there were 30 days in the month, the management fee that would be accrued to the Fund on that Valuation Day would be:

$$\frac{\text{MYR}25,000,000.00 \times 1.50\%}{365 \text{ days}} \times 30 \text{ days} = \text{MYR}30,821.92$$

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

#### Trustee Fee

The Trustee will be entitled to a trustee fee of 0.05% per annum of the NAV of the Fund (excluding foreign custodian fees and charges).

Please note that the example below is for illustration only:

Assuming that the NAV of the Fund is MYR25,000,000.00 on the Valuation Day, and there were 30 days in the month, the trustee fee that would be accrued to the Fund on that Valuation Day would be:

$$\frac{\text{MYR}25,000,000.00 \times 0.05\%}{365 \text{ days}} \times 30 \text{ days} = \text{MYR}1,027.40$$

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

## Performance Fee

The Manager shall be entitled to a performance fee upon full liquidation of the Fund's investments at the Maturity Date or early maturity of the Fund, as the case may be. The performance fee will only be calculated and payable after:

- (i) all proceeds from the liquidation of the redeemable preference shares and/or Islamic redeemable preference shares and other investments of the Fund have been received by the Fund;
- (ii) all fees, charges, and expenses incurred or to be incurred by the Fund throughout the tenure of the Fund, including but not limited to, management fee, trustee fee, audit fee, tax agent fee and costs for termination of the Fund, have been settled in full or accrued; and
- (iii) Unit Holders are paid a net return of 8%\* of their original investment amount, in addition to their original investment amount.

If, after satisfying the above obligations, there remains any excess amount in the Fund, any such excess amount shall be halved where one part is paid to the Manager as a performance fee and the other part is to be paid proportionately to the Unit Holders remaining in the Fund on the Maturity Date or early maturity of the Fund, as the case may be.

*\* The net return of 8% is not guaranteed and if the net return is less than 8% of the Unit Holders' original investment amount, the Manager will not be entitled to a performance fee.*

Below is an illustration on how the Performance Fee is calculated:

	<b>NAV of the Fund at the Commencement Date</b>	<b>NAV of the Fund after fees, charges, and expenses are settled or accrued but before net return of 8% is paid</b>	<b>NAV of the Fund after fees, charges, and expenses are settled or accrued and net return of 8% is paid</b>	<b>NAV of the Fund after performance fee on the Maturity Date</b>
<b>NAV of the Fund</b>	MYR30,000,000	MYR32,414,904	MYR30,014,904	MYR30,007,452
<b>Units in Circulation</b>	30,000,000	30,000,000	30,000,000	30,000,000
<b>NAV per Unit</b>	MYR1.0000	MYR1.0805	MYR 1.0005	MYR1.0002
<b>Calculation of Excess Amount in the Fund after the Income Distribution</b>				
Calculated based on the NAV of the Fund after the net return of 8% is paid against the NAV of the Fund at the Commencement Date	MYR30,014,904 – MYR30,000,000		MYR14,904	
<b>Performance Fee to be paid to the Manager</b>				
The <i>excess amount</i> is divided by half of which 50% will be paid to the Manager as a performance fee and the other 50% will be retained in the Fund and paid proportionately to the Unit	MYR14,904 / 2		MYR7,452 Performance Fee  MYR7,452 Amount retained in the Fund	

Holders as proceeds upon the Maturity Date.	
<b>Unit Holders maturity proceeds after payment of the Performance Fee</b>	
*NAV of the Fund on the Maturity Date	MYR30,007,452
Units in Circulation	30,000,000
NAV per Unit	MYR1.0002
<p>Assuming the Unit Holder's original investment is MYR50,000 and he holds 50,000 Units. Upon the termination of the Fund, the maturity proceeds that will be paid to the Unit Holder will be MYR54,010, which consists of:</p> <ul style="list-style-type: none"> <li>• MYR50,010 (i.e. MYR1.0002 x 50,000 Units); and</li> <li>• payment of the net return of 8% of his original investment (i.e. 8% x MYR50,000 = MYR4,000).</li> </ul>	

## 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, shown on the contract notes or confirmation notes (if any);
- taxes and other duties charged on the Fund by the government and/or other authorities;
- costs, fees and expenses properly incurred by the Auditor;
- 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;
- costs, commissions, fees and expenses of the sale, purchase, insurance and any other dealing of any asset of the Fund;
- costs, fees and expenses incurred in engaging any specialist approved by the Trustee for investigating or evaluating any proposed investment 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;
- costs, fees and expenses incurred in the termination of the Fund or the removal or retirement of the Trustee or the Manager and the appointment of a new trustee or management company;
- costs, fees and expenses incurred in relation to any arbitration or other proceedings concerning the Fund, or any asset of the Fund, including proceedings against the Trustee or the Manager by the other for the benefit of the Fund (save to the extent that legal costs incurred for the defence of either of them are ordered by the court not to be reimbursed by the Fund);
- costs, fees and expenses deemed by the Manager to have been incurred in connection with any change or the need to comply with any change or introduction of any law, regulation or requirement (whether or not having the force of law) of any governmental or regulatory authority;
- (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;
- all costs and expenses associated with the distributions declared pursuant to the Deed and the payment of such distribution including without limitation fees, costs and/or expenses for the revalidation or reissuance of any distribution cheque or warrant or telegraphic transfer;
- costs, fees and expenses incurred for the fund accounting and fund valuation in relation to the Fund;

- costs and expenses incurred in relation to the financing or borrowing permitted under the Deed;
- any fees as may be imposed by the SC in relation to the Fund; and
- any tax now or hereafter imposed by law or required to be paid in connection with any costs, fees and expenses incurred under the bullet points above.

## **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, CHARGES AND EXPENSES INVOLVED AND ARE ADVISED TO CONSIDER THEM BEFORE INVESTING IN THE FUND.**

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## 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 Valuation Day.

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

	<b>Fund (MYR)</b>
Value of the Fund	25,000,000.00
Add: Income / Receivables	200,000.00
Less: Expenses / Payables	100,000.00
NAV before deducting management fee and trustee fee for the relevant Valuation Day	25,100,000.00
Less: Management fee for the Valuation Day	(25,100,000.00 x 1.50% / 365 days x 30 days) 30,945.21
Less: Trustee fee for the Valuation Day	(25,100,000.00 x 0.05% / 365 days x 30 days) 1,031.51
<b>NAV of the Fund</b>	<b>25,068,023.28</b>

### 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:

	<b>Fund (MYR)</b>
NAV	<b>25,068,023.28</b>
Divide: Units in circulation	25,000,000.00
NAV per Unit (MYR)	<u>MYR1.0027*</u>

*\* 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 (if any) payable by investors.*

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## 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.

#### Investment Adviser of the Fund

MIDF Amanah Asset Management Berhad (“MAAM”) was incorporated in Malaysia under the Companies Act, 1965 (now known as Companies Act, 2016) on 29 February 1972. Its registered office is at Level 25, Menara MBSB Bank, PJ Sentral, Lot 12, Persiaran Barat, Seksyen 52, 46200 Petaling Jaya, Selangor. It is a wholly owned subsidiary of MIDF, which is in turn a wholly owned subsidiary of MBSB Berhad, a listed entity.

MAAM is a fund manager licensed under the CMSA. It has more than ten (10) years’ experience in providing fund management and investment advisory services.

The roles and responsibilities of the Investment Adviser are as follows:

- (i) provide advisory services to the Manager on the Fund’s underlying investments in accordance with the Fund’s investment policy and strategy;
- (ii) advise the Manager, upon request, on the acquisition, disposal, or substitution of investments to facilitate portfolio management and compliance with the Fund’s investment parameters; and
- (iii) make recommendations on potential portfolio adjustments or replacement of investments where appropriate.

All advice provided by the Investment Advisor is non-binding, and the Manager retains full responsibility and discretion for all investment decisions and implementation in relation to the Fund.

The Investment Adviser fees will be paid by the Manager.

#### Conflict of Interest

The Manager may face conflicts of interest in the course of managing the Fund, including situations where the Manager manages other funds or accounts with similar investment objectives, engages in transactions involving related parties, or where its directors, employees or affiliates have interests in investments considered for the Fund.

The Manager will take reasonable steps to identify, disclose, manage and mitigate such conflicts, and will ensure that the Fund’s interests are treated fairly and in accordance with applicable laws and guidelines.

## 8.2 Trustee

### Profile of AmanahRaya Trustees Berhad (“ART”)

ART was incorporated under the laws of Malaysia on 23 March 2007 and registered as a trust company under the Trust Companies Act 1949. ART is a subsidiary of Amanah Raya Berhad (“ARB”) which is wholly owned by the Minister of Finance (Incorporated).

ART took over the corporate trusteeship functions of ARB and acquired ARB’s experience of more than fifty (50) years in trustee business. ART has been registered and approved by the SC to act as trustee to unit trust funds.

### Duties and Obligations

The Trustee’s main functions are to act as trustee and custodian of the assets of the Fund and to safeguard the interests of Unit Holders of the Fund. In performing these functions, the Trustee has to exercise all due care, diligence and vigilance and is required to act in accordance with the provisions of the Deed, the CMSA and the Guidelines. Apart from being the legal owner of the Fund’s assets, the Trustee is also responsible for ensuring that the Manager performs its duties and obligations in accordance with the provisions of the Deed, the CMSA and the Guidelines. In respect of monies paid by an investor for the application of Units, the Trustee’s responsibility arises when the monies are received in the Fund’s account and in respect of a repurchase of Units, the Trustee’s responsibility is discharged once it has paid the repurchase amount to the Manager.

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## **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 Fund will automatically terminate on the Maturity Date or the early maturity of the Fund, as the case may be.

The Manager may, in its sole discretion and without having to obtain the prior approval of the Unit Holders, determine 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.

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## 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.

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## 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.

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## 12. AVENUE FOR ADVICE

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](http://www.SideEquitycm.com) on a monthly 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](http://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](http://www.sc.com.my)**
- e) Via letter to : Consumer & Investor Office  
Securities Commission Malaysia  
No. 3 Persiaran Bukit Kiara  
Bukit Kiara  
50490 Kuala Lumpur

# SCM – MAAM STRATEGIC GROWTH 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 – MAAM Strategic Growth 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 – MAAM Strategic Growth Fund, including this Product Highlights Sheet, should not be taken to indicate that the Securities Commission Malaysia recommends the SCM – MAAM Strategic Growth 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 – MAAM Strategic Growth 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 – MAAM Strategic Growth Fund. Investors are advised to request, read and understand the information memorandum before deciding to invest.**

### 1. What is SCM – MAAM Strategic Growth Fund?

The Fund is a closed-end hybrid equities growth fund managed by SideEquity Capital Management Sdn. Bhd. (formerly known as ATM Capital Management Sdn. Bhd.). The Fund aims to provide capital appreciation at the end of the tenure of the Fund.

The Fund is a hold to maturity fund and once the units are issued to the unit holders during the offer period, the unit holders would not be allowed to redeem their units up to the maturity date of the Fund.

### 2. Fund Suitability

The Fund is suitable for Sophisticated Investors\* who:

- are willing to tolerate the risks associated with investing in MYR-denominated redeemable preference shares and/or Islamic redeemable preference shares; and
- understand and accept the risks associated with single issuer exposure, issuer credit risk and valuation uncertainty.

\* Please refer to the definition of “Sophisticated Investors” in the information memorandum.

### 3. Investment Objective

The Fund aims to provide capital appreciation at the end of the tenure of the Fund.

### 4. Key Product Features

<b>Fund Type</b>	Growth
<b>Fund Category</b>	Equities (Hybrid Securities) (Closed-end fund)
<b>Investment Strategy</b>	<p>The Fund seeks to achieve its investment objective by investing a minimum of 98% of its net asset value (“NAV”) in MYR-denominated redeemable preference shares and/or Islamic redeemable preference shares issued by a Malaysian-incorporated financial solution provider. These instruments are structured to provide dividend returns with defined exit mechanisms, offering a risk-return profile that supports the Fund’s objective.</p> <p>The Fund is structured to invest in a single-issuer issuing redeemable preference shares and/or Islamic redeemable preference shares with minimal diversification across instruments. The Manager may, however, adjust the portfolio’s liquidity profile by allocating up to 2% of the Fund’s NAV in deposits with financial institutions, money market instruments or collective investment schemes that invests primarily in liquid assets to meet operational needs.</p>
<b>Performance Benchmark</b>	<p>Absolute return of 8% per annum.</p> <p>Notes:</p> <p>(1) <i>This is not a guaranteed return. For the purpose of the Fund, the performance benchmark is used as a yardstick to assess the performance of the Fund.</i></p> <p>(2) <i>The risk profile of the Fund is different from the risk profile of the performance benchmark.</i></p>
<b>Offer Period</b>	A period of not more than ninety (90) days from the date of the information memorandum.

	<p><i>Notes:</i></p> <p>(1) <i>Units are only available for purchase during the offer period. Once the units are issued to the unit holders during the offer period, the unit holders would not be allowed to redeem their units up to the maturity date of the Fund.</i></p> <p>(2) <i>The offer period may be shortened if we determine that it is in the best interest of investors to commence investments for the Fund.</i></p>
<b>Offer Price</b>	MYR1.00 per unit
<b>Launch Date</b>	12 March 2026
<b>Maturity of the Fund</b>	<p>The tenure of the Fund is fifteen (15) months from the Commencement Date unless the tenure of the Fund is extended by the Manager for an additional three (3) months or such other period as may be agreed between the Manager and the Trustee.</p> <p>The Manager may, at its sole discretion, reduce* the tenure of the Fund or extend the tenure of the Fund.</p> <p><i>* The Manager may shorten the tenure of the Fund if the underlying investment, comprising the redeemable preference shares and/or Islamic redeemable preference shares, has been fully settled and all proceeds from such investment has been received by the Fund. In the event of an early maturity, the Manager will provide unit holders with a written notice at least seven (7) days prior to the effective date of such early maturity.</i></p> <p>The Fund will mature on the last business day of the fifteenth (15<sup>th</sup>) month from the Commencement Date* unless the tenure of the Fund is extended by the Manager for an additional three (3) months or such other period as may be agreed between the Manager and the Trustee. The Manager will notify all unit holders in writing at least fourteen (14) days prior to the maturity date of any extension of the tenure of the Fund.</p> <p>If that extended date is not a business day, the maturity date of the Fund will be the first business day following the relevant extended date.</p> <p>After all the assets of the Fund have been fully liquidated, the unit holders will be notified of the following:</p> <p>(a) the NAV per unit at which the maturity proceeds will be calculated; and</p> <p>(b) the date on which the maturity proceeds will be paid to the unit holders, which will not exceed fourteen (14) days from the date the liquidation of assets of the Fund is completed.</p> <p><i>Note: For the purpose of calculating the period of fifteen (15) months, the period shall commence on the day after the Commencement Date (i.e. the Commencement Date is excluded from the calculation of the period).</i></p> <p><i>Please refer to the definition of "Commencement Date" in the information memorandum for more details.</i></p>
<b>Manager</b>	SideEquity Capital Management Sdn. Bhd. (formerly known as ATM Capital Management Sdn. Bhd.)
<b>Management Fee</b>	1.50% per annum of the NAV of the Fund, before deducting the management fee and trustee fee for the valuation day (which is the last business day of the month), calculated and paid on a monthly basis.
<b>Performance Fee</b>	The Manager shall be entitled to a performance fee upon full liquidation of the Fund's investments at the maturity date or early maturity of the Fund, as

	<p>the case may be. The performance fee will only be calculated and payable after:</p> <ul style="list-style-type: none"> <li>(i) all proceeds from the liquidation of the redeemable preference shares and/or Islamic redeemable preference shares and other investments of the Fund have been received by the Fund;</li> <li>(ii) all fees, charges, and expenses incurred or to be incurred by the Fund throughout the tenure of the Fund, including but not limited to, management fee, trustee fee, audit fee, tax agent fee and costs for termination of the Fund, have been settled in full or accrued; and</li> <li>(iii) unit holders are paid a net return of 8%* of their original investment amount, in addition to their original investment amount.</li> </ul> <p>If, after satisfying the above obligations, there remains any excess amount in the Fund, any such excess amount shall be halved where one part is paid to the Manager as a performance fee and the other part is to be paid proportionately to the unit holders remaining in the Fund on the maturity date or early maturity of the Fund, as the case may be.</p> <p><i>* The net return of 8% is not guaranteed and if the net return is less than 8% of the unit holders' original investment amount, the Manager will not be entitled to a performance fee.</i></p>
<b>Sales Charge</b>	Not applicable.
<b>Switching Fee</b>	Not applicable as switching facility is not available.
<b>Transfer Fee</b>	MYR50.00 per transfer.
<b>Trustee</b>	AmanahRaya Trustees Berhad
<b>Trustee Fee</b>	0.05% per annum of the NAV of the Fund (excluding foreign custodian fees and charges, if any), subject to a minimum fee of MYR12,000.00 per annum, before deducting the management fee and trustee fee for the valuation day ( <i>which is the last business day of the month</i> ), calculated and paid on a monthly basis.
<b>Minimum Investment<sup>^</sup></b>	MYR50,000.00
<sup>^</sup> or such other amount as may be determined by the Manager at its discretion.	
<b>Distribution Policy</b>	The Fund is not expected to make any income distributions.

**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

<b>Asset Type</b>	<b>% of the Fund's NAV</b>
MYR-denominated redeemable preference shares and/or Islamic redeemable preference shares	98% - 100%
Deposits, money market instruments and collective investment schemes	0% - 2%

## 6. Key Risks

### Specific Risks of the Fund

(a) Concentration Risk

The Fund may invest substantially in redeemable preference shares and/or Islamic redeemable preference shares issued by one (1) entity. As such, the performance of the Fund is entirely dependent on the financial condition, operational performance, repayment ability and discretion of that issuer. Any deterioration in the issuer's credit quality, regulatory standing, or business prospects will directly and materially impact the value and returns of the Fund. Unlike funds with a diversified portfolio, there is no risk dispersion; a default or delay in payment by the issuer would result in substantial or total loss of the capital and/or returns of the Fund.

(b) Issuer Credit Risk

The Fund's performance is tied to the issuer's ability to pay periodic dividends and redeem the redeemable preference shares and/or Islamic redeemable preference shares at the maturity date of the redeemable preference shares and/or Islamic redeemable preference shares. As the redeemable preference shares and/or Islamic redeemable preference shares is issued by a financial solution provider, unit holders are exposed to the creditworthiness and financing portfolio performance (financial solution provider activities) of that issuer. Deterioration in financing portfolio recoveries, customers' defaults, or regulatory restrictions on the financial solutions provider's practices will impact the issuer's cash flow and lead to non-payment or delayed repurchase of the redeemable preference shares and/or Islamic redeemable preference shares. In the event of an insolvency of the issuer, unit holders should be aware that preference shareholders rank below secured creditors, exposing the Fund and in turn the unit holders to a potential loss of principal.

(c) Issuer Business Risk

The Fund's performance is also closely linked to the business performance of the issuer of the redeemable preference shares and/or Islamic redeemable preference shares. The issuer operates as a financial solutions provider and is subject to various business risks that may affect its financial performance and ability to meet its obligations.

Such risks may include, but are not limited to, changes in economic conditions, competition within the industry, operational risks, availability of financing, changes in demand for the issuer's services, changes in consumer behaviour or preferences and regulatory or legal developments that may affect the issuer's business operations. If the issuer experiences adverse business or financial developments, this may affect its ability to pay dividends on, or redeem, the redeemable preference shares and/or Islamic redeemable preference shares held by the Fund.

In such circumstances, the Fund may experience delays in receiving expected returns or repayment of its investment, which may in turn affect the Fund's ability to realise its investment within the intended tenure of the Fund. This may result in the tenure of the Fund being extended in accordance with the terms of the Fund. Additionally, if the issuer is unable to meet its obligations or if the value of the investment deteriorates significantly, the Fund may incur losses and investors may lose part or all of their principal investment in the Fund.

(d) Liquidity Risk

This risk refers to the ease in which the Fund's investment can be sold at a favourable price. The redeemable preference shares and/or Islamic redeemable preference shares is an unlisted security and there may be no secondary market to dispose of the redeemable preference shares and/or Islamic redeemable preference shares prior to its maturity. The Fund is also illiquid and has been structured as a hold to maturity investment. If the issuer of the redeemable preference shares and/or Islamic redeemable preference shares delays repurchases or exercises an extension option (if any), the Fund's capital repayment and cashflow distribution may be prolonged beyond the expected investment horizon.

(e) Market and Interest Rate Risk

The returns on the redeemable preference shares and/or Islamic redeemable preference shares are typically structured as fixed or interest-sharing-based returns. The Fund's returns are pre-determined or formula-based, not directly linked to prevailing market interest rates. If market interest rates rise during the tenure, the fixed returns on the redeemable preference shares and/or Islamic redeemable preference shares may underperform comparable market instruments, resulting in opportunity cost to the Fund and in turn unit holders.

(f) Legal Risk

The underlying investment is subject to securities and company laws and any adverse legal, regulatory, or corporate developments affecting the issuer such as insolvency, restructuring, or breach of statutory obligations which may affect the issuer's ability to repurchase the redeemable preference shares and/or Islamic redeemable preference shares or make dividend payments. In the event of a default by the issuer, the Fund will be required to take legal action to recover its investments which may be time consuming.

(g) Valuation Risk

The redeemable preference shares and/or Islamic redeemable preference shares, being unlisted and not actively traded, lacks accessible market prices. The Manager will rely on internal valuation methodologies, which involve assumptions and subjective judgment. Any changes in estimated fair value, discount rate, or expected repurchase profile can lead to material NAV fluctuations or valuation uncertainty. In the event of default or restructuring, recovery values may be significantly below par.

(h) Returns and Capital Risk

Investors are expected to receive a single payout upon the maturity date of the Fund, which may comprise dividend returns (if any) received from the redeemable preference shares and/or Islamic redeemable preference shares held by the Fund as well as the return of the Fund's capital investment.

The ability of the Fund to make such payout will depend largely on the issuer's ability to pay dividends on, and redeem or repay, the redeemable preference shares and/or Islamic redeemable preference shares held by the Fund. If the issuer delays, reduces, or fails to make such payments, the Fund may receive lower returns than expected or may experience delays in receiving such payments.

In such circumstances, the amount available to be paid to unit holders on the maturity date of the Fund may be reduced, delayed, or may not materialise as expected. This may also affect the timing of the Fund's realisation of its investment and could result in the tenure of the Fund being extended in accordance with the terms of the Fund.

There is no guarantee that the Fund will achieve its expected returns or that investors will receive a full return of their capital on the maturity date of the Fund. If the issuer is unable to meet its obligations or if the value of the Fund's investment declines, the Fund may incur losses and investors may lose part or all of their principal investment in the Fund.

(i) Regulatory and Compliance Risk

The issuer of the redeemable preference shares and/or Islamic redeemable preference shares is a financial solutions provider, and is subject to strict licensing, interest/profit rate caps, and compliance obligations under the relevant laws. Regulatory changes, license suspension, or restrictions on financing rates could reduce profitability or disrupt operations. The financial solutions provider's business is inherently exposed to credit defaults from customers, especially during economic downturns, tightening of liquidity, or rising household debt levels. Any enforcement action, adverse publicity, or regulatory investigation into the issuer's practices could materially impair its ability to fulfil its obligations under the redeemable preference shares and/or Islamic redeemable preference shares.

(j) Credit and Default Risk

This risk refers to the creditworthiness of the issuer of the money market instruments and/or the financial institution where the deposits are placed with and its expected ability to make timely payment of interest and/or principal.

Investments in money market instruments and deposits are subject to adverse changes in the financial conditions of the issuer or financial institution, or adverse changes to general economic conditions, or both. For example, an unanticipated rise in interest rates may impair the ability of the issuer to make payments of interest and principal especially if the issuer is highly leveraged. Such issuer's ability to meet its debt obligations may also be adversely affected by specific corporate developments, or the issuer's inability to meet specific projected business forecasts, or the unavailability of additional financing. Also, an economic downturn or an increase in interest rates may increase the potential for default by the issuers of these money market instruments and/or the financial institution where the deposits are placed with. Default happens when the issuer of money market instruments and/or the financial institution where the deposits are placed with is unable to make interest payments and/or repay/pay the principal and/or interest in a timely manner thus lowering the value of the Fund's investments and subsequently the value of unit holders' investments.

(k) Investment Realisation / Exit Risk

The Fund is expected to invest substantially in redeemable preference shares and/or Islamic redeemable preference shares issued by a single issuer. The Fund intends to realise its investment primarily through the redemption, repayment, or other agreed exit mechanism in relation to the redeemable preference shares and/or Islamic redeemable preference shares only upon or prior to the maturity date of the Fund. **Investors will not be able to redeem their units during the tenure of the Fund.**

There is a risk that the Fund may not be able to realise its investment within the expected timeframe. This may occur if the issuer is unable or unwilling to redeem or repay the redeemable preference shares and/or Islamic redeemable preference shares in accordance with the agreed terms, or if there are delays arising from financial, operational, legal or market-related factors affecting the issuer.

In such circumstances, the Fund may not receive the expected proceeds from the investment within the intended tenure of the Fund. This may result in delays in the Fund's ability to make the final payout to unit holders and may require the tenure of the Fund to be extended in accordance with the terms of the Fund.

Additionally, if the Fund is required to dispose of the investment through an alternative exit arrangement or secondary transaction, the proceeds received may be lower than the initial investment or the expected value of the investment. This may result in lower returns to unit holders or a partial loss of capital.

***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 is valued once every month at the end of the valuation day (*which is the last business day of the month*) and the price of the units will be published on a monthly basis on the Manager's website

Unit holders will be able to obtain the price of a unit for a particular valuation day from our website, [www.SideEquitycm.com](http://www.SideEquitycm.com) after **2:00 p.m.** on the second (2<sup>nd</sup>) business day following that valuation day. The price of a unit would also be made available upon request by the unit holders.

## 8. Exiting from Investment

Unit holders are required to hold their investments throughout the tenure of the Fund. No repurchase request is allowed to be made up to the maturity date of the Fund.

## 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](mailto:admin@SideEquitycm.com)
- c. via letter to : Suite 8.01, Level 8, Menara Access World  
No. 1, Jalan 19/3, Seksyen 19  
46300 Petaling Jaya, Selangor

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](http://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:

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