

INFORMATION MEMORANDUM NOMURA GLOBAL DYNAMIC BOND FUND

Manager : Nomura Asset Management Malaysia Sdn Bhd 200601028939 (748695-A)
Trustee : Deutsche Trustees Malaysia Berhad 200701005591 (763590-H)

This Information Memorandum is dated 2 February 2021.

The Fund was constituted on 2 February 2021.

SOPHISTICATED INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THE INFORMATION MEMORANDUM. IF IN DOUBT, PLEASE CONSULT A PROFESSIONAL ADVISER.

THE FUND IS A MULTI-CLASS FUND AND ARE ALLOWED TO ESTABLISH NEW CLASS(ES) FROM TIME TO TIME AS MAY BE DETERMINED BY THE MANAGER.

ABOUT THIS DOCUMENT

This is an information memorandum which introduces you to Nomura Asset Management Malaysia Sdn Bhd ("Manager") and the Nomura Global Dynamic Bond Fund. This Information Memorandum outlines in general the information you need to know about the Fund and is intended for the exclusive use by prospective Sophisticated Investors (as defined herein) who should ensure that all information contained herein remains confidential. The Fund is established with multi-class structure and has more than one (1) class.

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

Unless otherwise indicated, any reference in this Information Memorandum to any rules, regulations, guidelines, standards, directives, notices, legislations or statutes shall be reference to those rules, regulations, guidelines, standards, directives, notices, legislations or statutes for the time being in force, as may be amended, varied, modified, updated, superseded and/or re-enacted from time to time.

Any reference to a time, day or date in this Information Memorandum shall be a reference to that time, day or date in Malaysia, unless otherwise stated. Reference to "days" in this Information Memorandum will be taken to mean calendar days unless otherwise stated.

YOU SHOULD RELY ON YOUR OWN EVALUATION TO ASSESS THE MERITS AND RISKS OF THE INVESTMENT. IF YOU ARE IN DOUBT, PLEASE CONSULT YOUR PROFESSIONAL ADVISERS IMMEDIATELY.

DEFINITIONS

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

Application Fee	- Preliminary charge on each investment.
Business Day	- Mondays to Fridays when Bursa Malaysia Securities Berhad is open for trading, and banks in Kuala Lumpur and/or Selangor are open for business. In respect of the Target Fund, it means every day (other than a Saturday, Sunday or public holiday) on which commercial banks are open for business in Ireland or any other day as the Target Fund Manager and the trustee may agree in writing. Note: We may declare certain Business Days to be a non-Business Day if the jurisdiction of the Target Fund declares a non-business day and/or if the Target Fund Manager declares a non-dealing day. This information will be communicated to you via our website at http://www.nomura-asset.com.my .
Central Bank	- Central Bank of Ireland
CIS	- Collective investment scheme.
Class	- Any class of units representing similar interests in the assets of the Fund.
Class MYR	- The Class of units issued by the Fund denominated in MYR that aims to minimize the effect of exchange rate fluctuations between the base currency of the Fund (i.e. USD) and MYR.
Class USD	- The Class of units issued by the Fund denominated in USD.
CMSA	- Capital Markets and Services Act 2007.
Commencement Date	- The next Business Day immediately following the end of the initial offer period.
Company	- Nomura Funds Ireland PLC.
Debt and Debt-Related Securities	- Includes but is not limited to (i) convertible bonds, (ii) preferred securities (iii) zero coupon, pay-in-kind or deferred payment securities, (iv) variable and floating rate instruments, (v) Eurodollar bonds and Yankee bonds, (vi) distressed or defaulted securities and (vii) corporate bonds, (viii) securitised debt instruments including mortgage backed securities, asset backed securities and covered bonds, (ix) loans, loan participations and loan assignments.
Deed	- The principal and all supplemental deed in respect of the Fund made between us and the Trustee, in which Unit holders agree to be bound by the provisions of the Deed.
Deposit	- As per the definition of "deposit" in the Financial Services Act 2013 and "Islamic deposit" in the Islamic Financial Services Act 2013.
Distributors	- Any relevant persons and bodies appointed by the Manager from time to time, who are responsible for selling units of the Fund, including IUTAs.
FDI	- Financial derivative instruments.
FIMM	- Federation of Investment Managers Malaysia.
Fund	- Nomura Global Dynamic Bond Fund
Guidelines	- SC Guidelines on Unlisted Capital Market Products under the Lodge and Launch Framework.
Information Memorandum	- Refers to the information memorandum in respect of the Fund and includes any supplemental information memorandum or replacement information memorandum, as the case may be.
IUTA	- Institutional Unit Trust Schemes Adviser.
LPD	- Latest Practicable Date, i.e. 31 December 2020, in which all information provided herein, shall remain current and relevant as at such a date.
Management Fee	- A percentage of the NAV of the Class that is paid to us for managing the portfolio of the Fund.
Member State	- A member state of the European Union (the "EU").
MCR	- Multi-class ratio, being the apportionment of the NAV of each Class over the Fund's NAV based on the size of each Class. The MCR is calculated by dividing the NAV of the respective Class by the NAV of the Fund before income and expenses for the day. The apportionment is expressed as a ratio and calculated as a percentage.
MYR	- Malaysian Ringgit.
NAV	- Net Asset Value.
NAV of the Class	- The NAV of a Class is the NAV of the Fund attributable to a Class at the same valuation point.
NAV of the Fund	- The NAV of the Fund is the value of all the Fund's assets less the value of all the Fund's liabilities, at the point of valuation. For the purpose of computing the annual Management Fee and annual Trustee Fee, the NAV of the Fund should be inclusive of the Management Fee and Trustee Fee for the relevant day.
NAV per unit	- The NAV attributable to a Class of units divided by the number of units in circulation for that Class, at the valuation point.
OTC	- Over-the-counter.
Manager, we or us	- Nomura Asset Management Malaysia Sdn Bhd.
Prospectus	- Refers to the prospectus in respect of the Target Fund and includes any supplemental prospectus, addendum or replacement prospectus, as the case may be. The Prospectus is available for download at http://www.nomura-asset.co.uk .
SC	- Securities Commission Malaysia.

Share	- A participating share or, save as otherwise provided in the prospectus of the Company, a fraction of a participating share in the capital of the Company.
Sophisticated Investor	- Refers to investors as we determine as qualified or eligible to invest in the Fund and that fulfil any laws, rules, regulation, restrictions or requirements imposed by the respective country's regulators where the Fund is open for sale. For investors in Malaysia, this refers to any person who falls within any of the categories of investors set out in Part 1, Schedules 6 and 7 of the CMSA.
Special Resolution	- A resolution passed by a majority of not less than three-fourth (3/4) of the Unit holders of the Fund or a Class, as the case may be, voting at a meeting of Unit holders duly convened and held in accordance with the provisions of the Deed.
Switching Fee	- A charge that may be levied when switching is done from one fund or class to another.
Target Fund	- Nomura Funds Ireland – Global Dynamic Bond Fund.
Target Fund Manager	- Nomura Asset Management U.K. Limited.
Transfer Fee	- A nominal fee levied for each transfer of units from one Unit holder to another.
Trustee	- Deutsche Trustees Malaysia Berhad.
Trustee Fee	- A percentage of the NAV of the Fund that is paid to the Trustee for its services rendered as trustee for the Fund.
UCITS	- An Undertaking for Collective Investment in Transferable Securities established pursuant to Council Directive 2009/65/EC of 13 July 2009 as amended, consolidated or substituted from time to time.
UCITS Regulations	- The European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations, 2011 (S.I. No. 352 of 2011) as amended by the European Union (Undertakings for Collective Investment in Transferable Securities) (Amendment) Regulations, 2016, (and as may be further amended, supplemented or replaced from time to time) and any regulations or notices issued by the Central Bank pursuant thereto for the time being in force including the UCITS Regulations.
UCITS Regulations 2015	- The Central Bank (Supervision and Enforcement) Act 2013 (Section 48(1) (Undertaking for Collective Investment in Transferable Securities) Regulations 2015, as may be amended from time to time, and any notices or guidance issued thereunder.
UK	- United Kingdom.
Unit holder	- The registered holder for the time being of a unit of any Class including persons jointly registered.
USA	- United States of America.
USD	- United States Dollar.
Wholesale Fund	- A unit trust scheme established in Malaysia where the units are to be issued, offered for subscription or purchase, or for which invitations to subscribe for or purchase the units are to be made, exclusively to Sophisticated Investor.
Withdrawal Penalty	- A charge levied upon withdrawal under certain terms and conditions (if applicable).

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

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1. FUND INFORMATION

1.1. NOMURA GLOBAL DYNAMIC BOND FUND

Fund Category/Type	: Feeder fund / Growth
Fund Objective	: The Fund aims to achieve long term capital growth by investing in a collective investment scheme which invests primarily in foreign fixed income securities. <i>We will require your approval if there is any material change to the Fund's investment objective.</i>
Benchmark	: The Fund adheres to the benchmark of the Target Fund for performance comparison. Currently, the Fund has no benchmark.
Distribution Policy	: The distribution policy of each of the Class may differ. Please refer to the Annexure of the respective Class for more information. You may also refer to page 27 for information on the distribution payment.
Base Currency	: USD
Classes	: Please refer to page 6 for information on classes available for sale. You may also refer to the Annexure of the respective Class for more information.

Investment Policy and Strategy

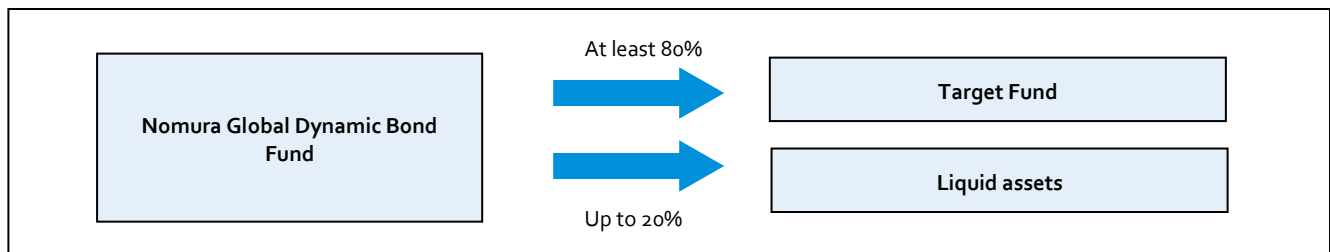
The Fund will be investing a minimum of 80% of the Fund's NAV into the Target Fund and a maximum of 20% of the Fund's NAV into money market instruments, fixed deposit with financial institutions and/or other liquid assets.

We may take temporary defensive positions that may be inconsistent with the Fund's principal strategy by reducing its investment into the Target Fund and raise liquidity levels of the Fund during adverse market condition to protect Unit Holders' interest. In raising the Fund's liquidity levels, we may also invest into collective investment schemes that are able to meet this objective.

We may use derivatives, such as foreign exchange forward contracts and cross currency swaps for hedging purposes. Cross currency swaps and/or foreign exchange forward contracts may be used to hedge the principal and/or the returns of the foreign currency exposure of any of the Class(es) against the Base Currency of the Fund. The employment of derivatives under these circumstances is expected to reduce the impact of foreign currency movements on the Fund's NAV, irrespective of the currency classes. While the hedging strategy will assist with mitigating the potential foreign exchange losses by the Fund, any potential gains from the hedging will be capped as well. The Fund may also employ derivatives for investment purposes to enhance the returns of the Fund by taking a view of the underlying asset or currency, and establish a long position to gain a specific underlying exposure. The types of derivatives envisaged for investment purposes include forwards and swaps which are over-the-counter or traded on centralized exchanges.

Information on the Target Fund

Target Fund	:	Nomura Funds Ireland – Global Dynamic Bond Fund
Share class	:	A
Currency Denomination	:	USD
Target Fund Manager	:	Nomura Asset Management U.K. Limited
Regulatory authority	:	Central Bank of Ireland



Asset Allocation

- At least 80% of the Fund's NAV will be invested in the Target Fund; and
- Up to 20% of the Fund's NAV will be invested in liquid assets for liquidity purposes.

1.2. CLASSES OF THE FUND

1.2.1 Multi-class Structure

Please note that the Fund are established with a multi-class structure where the Deed allows for the establishment of more than one (1) Class with similar interests in the assets of the Fund. You should note that the Fund can establish new Class(es) from time to time without your prior consent.

Under the Deed, Unit holders of each Class have the same rights and obligations. Each Class may be different in terms of currency denomination, fees and charges and/or distribution policy and hence, will have its respective NAV per unit, taking into account the aforementioned features. Although the Fund has multiple Classes, you should note that the assets of the Fund are pooled for investment purpose.

Currently, the Classes below are available for sale. Please refer to the Annexure for further details on the Classes. You should note that we have the sole and absolute discretion to issue other classes of units to the Fund for sale in the future and a supplemental or replacement information memorandum will be issued. This information will be communicated to you via our website at <http://www.nomura-asset.com.my>. You should consult your professional advisers for better understanding of the multi-class structure before investing in the Fund.

1.2.2 Launch Date, Initial Offer Period & Initial Offer Price Per Unit

Fund	Name of Class	Launch date*	Initial offer period	Initial offer price per unit
Nomura Global Dynamic Bond Fund	Class USD	2 February 2021	Up to 5 Business Days	USD 1.0000
	Class MYR	2 February 2021	Up to 5 Business Days	MYR 1.0000

* We have the discretion to determine the launch date, which shall be the same date as stated above or such other as may be determined by us.

For more details, you may contact our Marketing Department or Distributors; or visit our website at <http://www.nomura-asset.com.my>.

1.3. PERMITTED INVESTMENTS

The Fund will invest in the following investments:

- One (1) CIS;
- Deposits and money market instruments;
- Derivative instruments, including but not limited to options, futures contracts, forward contracts and swaps for hedging purposes; and
- Any other form of investments as may be determined by us from time to time that is in line with the Fund's objective.

1.4. INVESTMENT RESTRICTIONS AND LIMITS

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

CIS: The Fund must invest at least 80% in the Target Fund.

Liquid assets: The Fund may invest up to 20% of the NAV of the Fund in liquid assets.

1.5. APPROVALS AND CONDITIONS

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

1.6. BORROWINGS OR FINANCING

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

1.7. SECURITIES LENDING

Not applicable to the Fund.

1.8. RISK FACTORS

1.8.1. GENERAL RISKS OF INVESTING IN A FUND

Before investing, you should consider the following risk factors in addition to the other information set out in this Information Memorandum.

Market risk

Market risk arises because of factors that affect the entire market place. Factors such as economic growth, political stability and social environment are some examples of conditions that have an impact on businesses, whether positive or negative. It stems from the fact that there are economy wide perils, or instances of political or social instability which threaten all businesses. Hence, the Target Fund will be exposed to market uncertainties and fluctuations in the economic, political and social environment that will affect the market price of the investments either in a positive or negative way.

Financing risk

Investors should assess the inherent risk of investing with borrowed money, which should include the following:

- The ability to service the financing and the effect of interest rates on the financed amount; and
- If units are used as collateral, investors may be required to provide additional collateral should the Fund's prices fall below a certain level.

Non-compliance risk

This is the risk of the Manager or the Trustee, not complying with the Deed of the Fund and all applicable laws or guidelines issued by the regulators whether intentionally or through negligence. The magnitude of such risk and its impact on the Fund and/or Unit Holders are dependent on the nature and severity of the non-compliance. For example, an oversight of the Manager causes the non-compliance which may adversely affect the investment of the Fund especially if the investment of the Fund has to be disposed at a lower price to rectify the non-compliance.

Inflation risk

Inflation risk is the risk of potential loss in the purchasing power of your investment due to a general increase of consumer prices. Inflation erodes the nominal rate of your return giving you a lower real rate of return. Inflation is thus one of the major risks to you over a long term period and results in uncertainty over the future value of investments. You are advised to take note that the Fund is not constituted with the objective of matching the inflation rate of Malaysia. The Fund has a specific objective that it seeks to achieve without having regard to the inflation rate. If your investment objective is to match the inflation rate (so as not to lose your purchasing power over time), this Fund may not be suitable for you.

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 you. The Manager will regularly review its internal policies and system capability to mitigate instances of this risk. Additionally, the Manager maintains a strict segregation of duties to mitigate instances of fraudulent practices amongst employees of the Manager.

Other variable factors risk

The performance of the Fund is driven by many variable factors and the return is not guaranteed. These include financial market conditions, interest rate fluctuation, stability of local currency and general economic environment. The prices of units may go down as well as up. Similarly, distribution (if any) may vary from year to year depending on the performance of the Fund.

1.8.2. SPECIFIC RISK RELATED TO THE FUND**Concentration Risk**

The Fund is a feeder fund which invests in a single collective investment scheme. Any adverse effect on the Target Fund will inevitably affect the Fund as well. The performance of the Fund is also dependent on the performance of the Target Fund. This risk may be mitigated as the Manager is allowed to take temporary defensive positions in response to adverse market conditions. The Manager is also able to substitute the Target Fund with another fund with similar objective of the Fund if, in the Manager's opinion, the Target Fund no longer meets the Fund's objective subject to Unit Holders' approval with prior notification to SC.

Liquidity Risk

This is the risk that the units of the Target Fund that is held by the Fund cannot be readily sold and converted into cash. This can occur when there is a restriction on realisation of units of the Target Fund. The Target Fund Manager may suspend the realisation of units, or delay the payment of realisation proceeds in respect of any realisation request received, during any periods in which the determination of the net asset value of the Target Fund is suspended. As a result, the Fund may not be able to receive the repurchase proceeds in timely manner which in turn may delay the payment of repurchase proceeds to the Unit Holders. In managing liquidity risk, the Manager will maintain a sufficient liquidity level for the purposes of meeting repurchase requests.

Country Risk

Since the Fund invests in the Target Fund which is established in Ireland and may invest globally, the Fund will be exposed to risks specific to Ireland as well as globally. The changes or developments in the regulations, political environment and the economy of the above countries may impact the Target Fund which will in turn affect the Fund.

Currency Risk

Currency risk is also known as foreign exchange risk where the risk is associated with the Fund's underlying investments which are denominated in different currencies than the Fund's base currency. The impact of the exchange rate movement between the Fund's base currency and the currencies of the underlying investments may result in depreciation or appreciation of the value of the Fund's investments as expressed in MYR/USD. Investors should also be aware that currency risk is applicable to Classes which are in different currencies than the Fund's base currency. The impact of the exchange rate movement between the base currency of the Fund and the currencies of the respective Classes may result in depreciation or appreciation of the investors' holdings as expressed in MYR/USD.

Target Fund Manager Risk

As a feeder fund, the Fund invests into the Target Fund which is managed by the Target Fund Manager. The Manager has no control over the investment technique and knowledge, operational controls and management of the Target Fund Manager. In the event of any mismanagement of the Target Fund, the NAV of the Fund, which invests substantially all of its assets into the Target Fund, would be affected adversely.

1.8.3. RISKS ASSOCIATED WITH INVESTMENTS IN THE TARGET FUND

As the Fund invests predominantly in the Target Fund, the Fund also assumes the risks associated with the Target Fund, which include but not limited to the following:

Market Capitalisation Risk

The securities of small-to-medium-sized (by market capitalisation) companies, or financial instruments related to such securities, may have a more limited market than the securities of larger companies. Accordingly, it may be more difficult to effect sales of such securities at an advantageous time or without a substantial drop in price than securities of a company with a large market capitalisation and broad trading market. In addition, securities of small-to-medium-sized companies may have greater price volatility as they are generally more vulnerable to adverse market factors such as unfavourable economic reports.

Market Risk

Some of the recognised exchanges set out in Appendix II of the Prospectus in which the Target Fund may invest may be less well-regulated than those in developed markets and may prove to be illiquid, insufficiently liquid or highly volatile from time to time. This may affect the price at which a Target Fund may liquidate positions to meet redemption requests or other funding requirements.

Exchange Control and Repatriation Risk

It may not be possible for the Target Fund to repatriate capital, dividends, interest and other income from certain countries, or it may require government consents to do so. The Target Fund could be adversely affected by the introduction of, or delays in, or refusal to grant any such consent for the repatriation of funds or by any official intervention affecting the process of settlement of transactions. Economic or political conditions could lead to the revocation or variation of consent granted prior to investment being made in any particular country or to the imposition of new restrictions.

Political, Regulatory, Settlement and Sub-Custodial Risk

The value of a Target Fund's assets may be affected by uncertainties such as international political developments, changes in government policies, changes in taxation, restrictions on foreign investment and currency repatriation, currency fluctuations and other developments in the laws and regulations of countries in which investment may be made. Furthermore, the legal infrastructure and accounting, auditing and reporting standards in certain countries in which investment may be made may not provide the same degree of investor protection or information to investors as would generally apply in major securities markets.

Legal Infrastructure

Company laws in some of the targeted countries may be at an early stage of development. As these countries develop, certain new laws might have a negative impact on the value of an investment which cannot be foreseen at the time the investment is made. As the efficacy of such laws are as yet uncertain, there can be no assurance as to the extent to which rights of foreign Shareholders can be protected. In addition, there may also be a shortage of qualified judicial and legal professionals to interpret or advise upon recently enacted and future laws in some jurisdictions.

Liquidity Risk

Not all securities or instruments invested in by the Target Fund will be listed or rated and consequently liquidity may be low. Moreover, the accumulation and disposal of holdings in some investments may be time consuming and may need to be conducted at unfavourable prices. The Target Fund may also encounter difficulties in disposing of assets at their fair price due to adverse market conditions leading to limited liquidity.

Redemption Risk

Large redemptions of Shares in the Target Fund might result in the Target Fund being forced to sell assets at a time and price at which it would normally prefer not to dispose of those assets.

Credit Risk

There can be no assurance that issuers of the securities or other instruments in which the Target Fund invests will not be subject to credit difficulties leading to the loss of some or all of the sums invested in such securities or instruments or payments due on such securities or instruments. The Target Fund will also be exposed to a credit risk in relation to the counterparties with whom they transact or place margin or collateral in respect of transactions in financial derivative instruments and may bear the risk of counterparty default.

Currency Risk

Assets of the Target Fund may be denominated in a currency other than the Base Currency of the Target Fund and changes in the exchange rate between the Base Currency and the currency of the asset may lead to a depreciation of the value of the Target Fund's assets as expressed in the Base Currency. It may not be possible or practical to hedge against such exchange rate risk. The Target Fund Manager may, but is not obliged to, mitigate this risk by using financial derivative instruments. The Target Fund may from time to time enter into currency exchange transactions either on a spot basis or by buying currency exchange forward contracts. The Target Fund will not enter into forward contracts for speculative purposes. Neither spot transactions nor forward currency exchange contracts eliminate fluctuations in the prices of the Target Fund's securities or in foreign exchange rates, or prevent loss if the prices of these securities should decline. Performance of the Target Fund may be strongly influenced by movements in foreign exchange rates because currency positions held by the Target Fund may not correspond with the securities positions held. The Target Fund may enter into currency exchange transactions and/or use techniques and instruments to seek to protect against fluctuation in the relative value of its portfolio positions as a result of changes in currency exchange rates or interest rates between the trade and settlement dates of specific securities transactions or anticipated securities transactions. Although these transactions are intended to minimise the risk of loss due to a decline in the value of hedged currency, they also limit any potential gain that might be realised should the value of the hedged currency increase. The precise matching of the relevant contract amounts and the value of the securities involved will not generally be possible because the future value of such securities will change as a consequence of market movements in the value of such securities between the date when the relevant contract is entered into and the date when it matures. The successful execution of a hedging strategy which matches exactly the profile of the investments of the Target Fund cannot be assured. It may not be possible to hedge against generally anticipated exchange or interest rate fluctuations at a price sufficient to protect the assets from the anticipated decline in value of the portfolio positions as a result of such fluctuations.

Investing in Fixed Income Securities

Investment in fixed income securities is subject to interest rate, sector, security, default and credit risks. Lower-rated securities will usually offer higher yields than higher-rated securities to compensate for the reduced creditworthiness and increased risk of default that these securities carry. Lower-rated securities generally tend to reflect short-term corporate and market developments to a greater extent than higher-rated securities which respond primarily to fluctuations in the general level of interest rates. There are fewer investors in lower-rated securities and it may be harder to buy and sell such securities at an optimum time. The volume of transactions effected in certain international bond markets may be appreciably below that of the world's largest markets, such as the USA. Accordingly, the Target Fund's investment in such markets may be less liquid and their prices may be more volatile than comparable investments in securities trading in markets with larger trading volumes. Moreover, the settlement periods in certain markets may be longer than in others which may affect portfolio liquidity.

Changes in Interest Rates

The value of the Target Fund's securities may be adversely affected by substantial movements in interest rates.

Amortised Cost Method

Some or all of the investments of the Target Fund may be valued at amortised cost. The amortised cost method may only be used to value the Target Fund which is a money market fund or to value securities with a residual maturity not exceeding six months. In periods of declining short-term interest rates, the inflow of net new money to the Target Fund from the continuous issue of securities will likely be invested in portfolio instruments producing lower yields than the balance of the Target Fund's portfolio, thereby reducing the current yield of the Target Fund. In periods of rising interest rates, the opposite can be true.

Valuation Risk (VaR)

The Target Fund may invest some of its assets in illiquid and/or unquoted securities or instruments. Such Investments or instruments will be valued by the Directors or their delegate in good faith in consultation with the Target Fund Manager as to their probable realisation value. Such investments are inherently difficult to value and are the subject of substantial uncertainty. There is no assurance that the estimates resulting from the valuation process will reflect the actual sales or "close-out" prices of such securities.

Accounting, Auditing and Financial Reporting Standards

The accounting, auditing and financial reporting standards of many of the countries in which the Target Fund may invest may be less extensive than those applicable to USA, UK and European Union companies.

Derivatives and Techniques and Instruments Risks

General

The Target Fund invests in derivative instruments and the prices of derivative instruments, including futures and options prices, are highly volatile. Price movements of forward contracts, futures contracts and other derivative contracts are influenced by, among other things, interest rates, changing supply and demand relationships, trade, fiscal, monetary and exchange control programs and policies of governments, and national and international political and economic events and policies. In addition, governments from time to time intervene, directly and by regulation, in certain markets, particularly markets in currencies and interest rate related futures and options. Such intervention often is intended directly to influence prices and may, together with other factors, cause all of such markets to move rapidly in the same direction because of, among other things, interest rate fluctuations. The use of techniques and instruments also involves certain special risks, including (1) dependence on the ability to predict movements in the prices of securities being hedged and movements in interest rates, (2) imperfect correlation between the hedging instruments and the securities or market sectors being hedged, (3) the fact that skills needed to use these instruments are different from those needed to select the Target Fund's securities and (4) the possible absence of a liquid market for any particular instrument at any particular time, and (5) possible impediments to effective portfolio management or the ability to meet redemption. The Target Fund may be invested in certain derivative instruments, which may involve the assumption of obligations as well as rights and assets. Assets deposited as margin with brokers may not be held in segregated accounts by the brokers and may therefore become available to the creditors of such brokers in the event of their insolvency or bankruptcy.

Liquidity of Futures Contracts

The Target Fund invests in Futures Contracts and the positions may be illiquid because certain commodity exchanges limit fluctuations in certain futures contract prices during a single day by regulations referred to as "daily price fluctuation limits" or "daily limits". Under such daily limits, during a single trading day no trades may be executed at prices beyond the daily limits. Once the price of a contract for a particular future has increased or decreased by an amount equal to the daily limit, positions in the future can neither be taken nor liquidated unless traders are willing to effect trades at or within the limit. This could prevent the Target Fund from liquidating unfavourable positions.

Futures and Options Risk

The Target Fund Manager may engage in various portfolio strategies on behalf of the Target Fund through the use of futures and options. Due to the nature of futures, cash to meet margin monies will be held by a broker with whom the Target Fund has an open position. In the event of the insolvency or bankruptcy of the broker, there can be no guarantee that such monies will be returned to the Target Fund. On execution of an option the Target Fund may pay a premium to a counterparty. In the event of the insolvency or bankruptcy of the counterparty, the option premium may be lost in addition to any unrealised gains where the contract is in the money.

Foreign Exchange Transactions

Where the Target Fund utilises derivatives which alter the currency exposure characteristics of transferable securities held by the Target Fund the performance of the Target Fund may be strongly influenced by movements in foreign exchange rates because currency positions held by the Target Fund may not correspond with the securities positions held.

Forward Trading

Forward contracts and options thereon, unlike futures contracts, are not traded on exchanges and are not standardized; rather, banks and dealers act as principals in these markets, negotiating each transaction on an individual basis. Forward and "cash" trading is substantially unregulated; there is no limitation on daily price movements and speculative position limits are not applicable. The principals who deal in the

forward markets are not required to continue to make markets in the currencies or commodities they trade and these markets can experience periods of illiquidity, sometimes of significant duration. Market illiquidity or disruption could result in major losses to the Target Fund.

Over-the-Counter Markets Risk

Where the Target Fund acquires securities on over-the-counter markets, there is no guarantee that the Target Fund will be able to realise the fair value of such securities due to their tendency to have limited liquidity and comparatively high price volatility.

Correlation

Derivatives prices may be imperfectly correlated to the prices of the underlying securities, for example, because of transaction costs and interest rate movements. The prices of exchange traded derivatives may also be subject to changes in price due to supply and demand factors.

Loss of Favourable Performance

The use of derivatives to hedge or protect against market risk or to generate additional revenue by writing covered call options may reduce the opportunity to benefit from favourable market movements. Counterparty exposure and legal risk. The use of over the counter derivatives, such as forward contracts, swap agreements and contracts for differences, will expose the Target Fund to credit risk with respect to the counterparty involved and the risk that the legal documentation of the contract may not accurately reflect the intention of the parties.

Margin

The Target Fund Manager will be obliged to pay margin deposits and option premiums to brokers in relation to futures and option contracts entered into for the Target Fund. While exchange traded contracts are generally guaranteed by the relevant exchange, the Target Fund may still be exposed to the fraud or insolvency of the broker through which the transaction is undertaken. The Target Fund Manager will seek to minimise this risk by trading only through brokers, which are in the opinion of the Target Fund Manager, high quality or reputable names.

Volatility

The Net Asset Value of the Target Fund may have a high volatility due to the use of derivatives and the management techniques used. The possible effect on the risk profile of the Target Fund from the use of these instruments and techniques could be to increase volatility when taking additional market or securities exposure although the intention is that volatility should not be markedly different from the Target Fund directly holding the underlying investments.

Money Market Instruments Risk

The Target Fund may invest in deposits or money market instruments. Potential investors and Shareholders should note that an investment in the Target Fund is neither insured nor guaranteed by any government, government agencies or instrumentalities or any bank guarantee fund. An investment in the Target Fund involves certain investment risks, including the possible loss of principal.

Target Fund Manager Valuation Risk

The Administrator may consult the Target Fund Manager with respect to the valuation of certain investments. Since the fees of the Target Fund Manager are based on the value of the Target Fund's investments (which fees will increase as the value of the Target Fund's investments increases), there is an inherent conflict of interest between the involvement of the Target Fund Manager in determining the valuation price of the Target Fund's investments and the Target Fund Manager's other duties and responsibilities in relation to the Target Fund. The Target Fund Manager has in place pricing procedures designed to ensure fair pricing of all unlisted investments, which follows industry standards for valuing such investments.

Tax Risk

Any change in the Target Fund's tax status or in taxation legislation could affect the value of the investments held by the Fund and affect the Target Fund's ability to provide investor returns. Potential investors and Shareholders should note that the statements on taxation which are set out herein and in each Supplement are based on advice which has been received by the Directors regarding the law and practice in force in the relevant jurisdiction as at the date of this Prospectus and each Supplement. As is the case with any investment, there can be no guarantee that the tax position or proposed tax position prevailing at the time an investment is made in the Target Fund will endure indefinitely. The attention of potential investors is drawn to the tax risk associated with investing in the Fund. See section headed 'TAXATION' of the Prospectus.

Foreign Account Tax Compliance Act

The foreign account tax compliance provisions of the U.S. Hiring Incentives to Restore Employment Act of 2010, as amended ("FATCA") which apply to certain payments are essentially designed to require reporting of Specified U.S. Person's direct and indirect ownership of non-U.S. accounts and non-U.S. entities to the U.S. Internal Revenue Service, with any failure to provide the required information resulting in a thirty percent (30%) U.S. withholding tax on direct U.S. investments (and possibly indirect U.S. investments). In order to avoid being subject to U.S. withholding tax, both U.S. investors and non-U.S. investors are likely to be required to provide information regarding themselves and their investors. In this regard the Irish and U.S. Governments signed an intergovernmental agreement ("Irish IGA") with respect to the implementation of FATCA (see section entitled "Compliance with U.S. reporting and withholding requirements" for further detail) on 21 December 2012. Under the Irish IGA (and the relevant Irish regulations and legislation implementing same), foreign financial institutions (such as the Fund) should generally not be required to apply thirty percent (30%) withholding tax. To the extent the Target Fund however incurs U.S. withholding tax on its investments as a result of FATCA, or is not in a position to comply with any requirement of FATCA, the Administrator acting on behalf of the Target Fund may take any action in relation to a Shareholder's investment in the Target Fund to redress such non-compliance and/or to ensure that such withholding is economically borne by the relevant Shareholder whose failure to provide the necessary information or to become a participating foreign financial institution or other action or inaction gave rise to the withholding or non-compliance, including compulsory redemption of some or all of such Shareholder's holding of shares in the Fund. Shareholders and prospective investors should consult their own tax advisor with regard to U.S. federal, state, local and non-U.S. tax reporting and certification requirements associated with an investment in the Fund.

Cyber Security Risk

The Fund and the Target Fund's service providers are susceptible to operational and information security and related risks of cyber security incidents. In general, cyber incidents can result from deliberate attacks or unintentional events. Cyber security attacks include, but are not limited to, gaining unauthorized access to digital systems (e.g., through "hacking" or malicious software coding) for purposes of

misappropriating assets or sensitive information, corrupting data or causing operational disruption. Cyber attacks also may be carried out in a manner that does not require gaining unauthorized access, such as causing denial-of-service attacks on websites (i.e., efforts to make services unavailable to intended users). Cyber security incidents affecting the Fund, Target Fund Manager, Administrator or Depositary or other service providers such as financial intermediaries have the ability to cause disruptions and impact business operations, potentially resulting in financial losses, including by interference with the Administrator's ability to calculate the Target Fund's Net Asset Value; impediments to trading for the Target Fund; the inability of Shareholders to transact business relating to the Fund; violations of applicable privacy, data security or other laws; regulatory fines and penalties; reputational damage; reimbursement or other compensation or remediation costs; legal fees; or additional compliance costs. Similar adverse consequences could result from cyber security incidents affecting issuers of securities in which a Target Fund invests, counterparties with which the Fund on behalf of a Target Fund engages in transactions, governmental and other regulatory authorities, exchange and other financial market operators, banks, brokers, dealers, insurance companies and other financial institutions and other parties. While information risk management systems and business continuity plans have been developed which are designed to reduce the risks associated with cyber security, there are inherent limitations in any cyber security risk management systems or business continuity plans, including the possibility that certain risks have not been identified.

Brexit

The Target Fund faces potential risks associated with the result of the referendum on the United Kingdom's continued membership of the European Union, as constituted at the date of this Prospectus (the "EU"), which took place on 23 June 2016 and which resulted in a vote for the United Kingdom to leave the EU. The decision to leave could continue to materially and adversely affect the regulatory regime to which some of the Target Fund's service providers and counterparties are currently subject in the United Kingdom, particularly in respect of financial services regulation and taxation. Investors should note that the Target Fund may be required to introduce changes to the way it is structured and introduce, replace or appoint additional service providers or agents and/or amend the terms of appointment of persons or entities engaged currently to provide services to the Fund including but not limited to the Target Fund Manager. Although the Target Fund shall seek to minimise the costs and other implications of any such changes, investors should be aware that some or all of the costs of such changes may be borne by the Fund. Furthermore, the vote to leave the EU may continue to result in substantial volatility in foreign exchange markets which may have a material adverse effect on the Fund and/or its service providers. The vote for the United Kingdom to leave the EU may continue to result in a sustained period of uncertainty, as the United Kingdom seeks to negotiate the terms of its exit. It may also destabilise some or all of the other 27 members of the EU and/or the Eurozone which may also have a material adverse effect on the Fund, its service providers and counterparties.

Disclaimer: THE ABOVE SHOULD NOT BE CONSIDERED TO BE AN EXHAUSTIVE LIST OF THE RISKS WHICH INVESTORS SHOULD CONSIDER BEFORE INVESTING IN THE FUND. INVESTORS SHOULD BE AWARE THAT AN INVESTMENT IN THE FUND MAY BE EXPOSED TO OTHER RISKS FROM TIME TO TIME. INVESTORS SHOULD CONSULT A PROFESSIONAL ADVISER FOR A BETTER UNDERSTANDING OF THE RISKS.

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

The above summary of risks does not purport to be an exhaustive list of all the risk factors relating to investments in the Fund and are not set out in any particular order of priority. You should be aware that investments in the Fund may be exposed to other risks from time to time. Please consult your professional advisers for a better understanding of the risks.

2. TARGET FUND INFORMATION

2.1. ABOUT NOMURA FUNDS IRELAND PLC

Nomura Funds Ireland PLC (“the Company”) is an open-ended investment company with variable capital, incorporated in Ireland on 13th April, 2006 under the Ireland Companies Act, 2014 (and every amendment or re-enactment of the same) with registration number 418598. The Company has been authorised by the Central Bank as a UCITS pursuant to the UCITS Regulations. The Target Fund is a sub-fund of Nomura Funds Ireland PLC (“the Company”). The Company is an open-ended umbrella type investment company with segregated liability between each of its sub-funds authorised by the Central Bank of Ireland (the “Central Bank”) on 30th August, 2006 as a UCITS pursuant to the UCITS Regulations.

The Company is structured as an umbrella fund consisting of different sub-funds each comprising one or more classes. The Company has segregated liability between each of its sub-funds. The Shares issued in each sub-fund will rank *pari passu* with each other in all respects provided that they may differ as to certain matters including currency of denomination, hedging strategies if any applied to the currency of a particular class, dividend policy, the level of fees and expenses to be charged or the minimum subscription and minimum holding applicable. The assets of each sub-fund will be invested separately on behalf of such sub-fund in accordance with the investment objective and policies of such sub-fund. A separate portfolio of assets is not maintained for each class. The investment objective and policies and other details in relation to each sub-fund are set out in the relevant Supplement which forms part of and should be read in conjunction with the prospectus of the Company.

The Company has appointed Nomura Asset Management U.K. Ltd (“the Target Fund Manager”) to act as investment manager of the Company. The Target Fund Manager was incorporated in England in 1984 and is a wholly owned subsidiary of Nomura Asset Management Co., Ltd., Tokyo.

The Target Fund Manager had in excess of US\$30.25 billion of assets under management as of 30 September 2019.

The Target Fund Manager has a long established reputation for the management of Far Eastern equities including the emerging markets in the region. The Target Fund Manager is authorised and regulated by the Financial Conduct Authority in United Kingdom.

The Target Fund Manager has the responsibility for the investment management, on a discretionary basis, of the assets of the Target Fund. Under the terms of the Investment Management Agreement, the Target Fund Manager is responsible, subject to the overall supervision and control of the directors of the Company, for managing the assets and investments of Target Fund in accordance with the investment objective and policies of the Target Fund. The Company shall not be liable for any actions, costs, charges, losses, damages or expenses arising as a result of the acts or omissions of the Target Fund Manager or for its own acts or omissions in following the advice or recommendations of the Target Fund Manager.

2.2. ABOUT NOMURA FUNDS IRELAND – GLOBAL DYNAMIC BOND FUND

Investment Objective

The investment objective of the Target Fund is to provide a combination of income and growth through investing principally in Debt and Debt-Related Securities with fixed or variable rates of income.

Investment Policy

The Target Fund shall invest principally in Debt and Debt-Related Securities with fixed or variable (linked to inflation or other indices) rates of income, issued by corporations, limited liability companies, limited partnerships, sovereign, government agencies, supranational or other issuers, which are listed or traded on recognised exchanges set out in Appendix II of the Prospectus. In addition to direct investment in Debt and Debt-Related Securities, the Target Fund may also gain exposure to Debt and Debt Related Securities indirectly through investment in financial derivative instruments, as further set out below.

There are no geographical restrictions as to the Debt and Debt-Related Securities that may be held, but a maximum of 30% of the Net Asset Value of the Target Fund may be invested in Debt and Debt-Related Securities of emerging market issuers.

The Target Fund may invest either in investment grade or sub-investment grade Debt and Debt-Related Securities, which have been rated as such by at least one rating agency (either Standard & Poor’s or Moody’s).

The Target Fund may also invest up to 30% of its Net Asset Value in unrated securities (which are not rated by a rating agency), if the Target Fund Manager determines that the security is of comparable quality to a rated security that the Target Fund may purchase.

Subject to Section 2.1 of Appendix 1 of the Prospectus, the Target Fund may invest up to 10% of its net assets in loans, loan participations and/or loan assignments, which constitute transferable securities or money market instruments.

With the exception of equity options and equity index options as detailed further below, no investment shall be made in equity securities provided, however, that equity securities up to 10% of the NAV may be held as a result of investments in preferred securities, which have equity/warrant characteristics or as a result of acquisitions of equity securities upon conversion or exercise of convertible bonds.

Portfolio construction will be determined primarily through a top-down approach on the basis of research carried out by the Target Fund

Manager on a global basis. This research leads to views on the likely path of interest rates, currencies and credit spreads globally. This top-down approach will be supplemented by a bottom-up approach on the basis of research carried out by the Target Fund Manager's credit analyst team. The bottom-up approach consists of individual issuer selection within each of the relevant asset classes and sectors. Issuer selection will result from the credit analyst team's positive view coinciding with the Target Fund Manager's desired portfolio strategy bearing in mind the investment policy of the Target Fund. Credit analyst views will be positive if their research into the issuer's financial health and (where relevant) business strategy suggests that the risk/reward trade-off from owning the bond is attractive relative to other available securities. The Target Fund Manager will seek to balance the various research findings into a globally diversified fixed income portfolio, which is unconstrained by regional/industrial/capitalisation preferences.

The Target Fund may, during periods of market uncertainty, invest in deposits, cash and near cash up to 100% of the NAV of the Target Fund. **Shareholders should note that an investment in the Target Fund is neither insured nor guaranteed by any government, government agencies or instrumentalities or any bank guarantee fund. Shares of the Target Fund are not deposits or obligations of, or guaranteed or endorsed by, any bank and the amount invested in Shares may fluctuate up and/or down.**

General

Any changes to the investment objective of the Target Fund and any material changes to the investment policy may not be made without the prior written approval of all Shareholders or approval on the basis of a majority of votes cast at a general meeting of shareholders of the Target Fund. Any such changes may not be made without the approval of the Central Bank. In the event of a change in investment objective and/or a change to the investment policy, a reasonable notification period will be provided by the Target Fund to enable Shareholders to redeem their Shares prior to implementation of such change.

The Target Fund's investments are subject to the investment restrictions as set out in Appendix I of the Prospectus.

A list of the stock exchanges and markets in which the Target Fund is permitted to invest, in accordance with the requirements of the Central Bank, is contained in Appendix II to the Prospectus and should be read in conjunction with, and subject to, the Target Fund's investment objective and investment policy, as detailed above. The Central Bank does not issue a list of approved markets. With the exception of permitted investments in unlisted securities and over the counter derivative instruments, investment will be restricted to those stock exchanges and markets listed in Appendix II to the Prospectus.

There can be no assurance that the Target Fund may achieve its investment objective or avoid substantial losses.

The Target Fund is actively managed without reference to any benchmark meaning that the Target Fund Manager has full discretion over the composition of the Target Fund's portfolio, subject to the stated investment objectives and policies of the Target Fund.

Share Class Currency Hedging

Foreign exchange transactions may be used for currency hedging purposes. A Share Class of the Target Fund which is denominated in a currency other than the Base Currency may be hedged against exchange rate fluctuation risks between the denominated currency of the Share Class and the Base Currency of the Target Fund. The Target Fund Manager may attempt to mitigate the risk of such fluctuation by using forward currency contracts, for currency hedging purposes, subject to the conditions and within the limits laid down by the Central Bank. Where a Class of Shares is to be hedged using such instruments, this will be disclosed in the relevant Class supplement to the Prospectus.

Use of Derivatives

The financial derivative instruments and techniques which may be used by the Target Fund for efficient portfolio management, investment purposes and/or for hedging purposes are bond futures, options on bond futures, interest rate futures, credit default swaps ("CDS") and options on CDS, interest rate swaps and options on interest rate swaps, options on interest rate futures, inflation swaps, equity options (including options on exchange traded funds), equity index options, debt related total return swaps, currency forwards and FX options.

Investment in financial derivative instruments may give rise to net short positions, for example, through holding futures or swaps that give net short exposure to the underlying instrument.

The Target Fund may invest in futures (and options on such futures), including bond futures and interest rate futures. Futures are contracts in standardised form between two parties, entered into on an exchange, whereby one party agrees to sell to the other party an asset at a price fixed at the date of the contract, but with delivery and payment to be made at a point in the future.

The Target Fund may also utilise interest rate swap contracts (and options on such swap contracts) where the Target Fund may exchange floating interest rate cash flows for fixed interest rate cash flows or fixed interest rate cash flows for floating interest rate cash flows. These contracts allow the Target Fund to manage its interest rate exposures. For these instruments, the Target Fund's return is based on the movement of interest rates relative to a fixed rate agreed by the parties.

The Target Fund may use credit default swaps ('CDS') (and options on such swap contracts) for investment purposes and in order to reduce the credit risks to which the Target Fund is exposed. A CDS is a contract that compensates the buyer in the event of a default by an underlying borrower.

The Target Fund may invest in inflation swaps for investment purposes and in order to reduce the inflation risks to which the Target Fund is exposed. Inflation has the ability to negatively impact the returns of financial assets, including conventional bonds. By entering into an inflation swap, the Target Fund could pay a fixed income stream and receive an income stream related to inflation. If inflation rises, the payments the Target Fund would receive under the swap agreement would also rise, thus reducing the exposure of the Target Fund to inflation in this instance.

The Target Fund may invest in options on equities (including options on exchange traded funds) and equity index options for investment purposes and in order to hedge the Target Fund against risks both to the credit portfolio, where credit spreads may be correlated to equity

markets, and the convertible bond portfolio where the link to equity risk is more explicit. Options are a common form of derivative which may be used by the Target Fund Manager. An option is similar to a futures contract in that it is an agreement between two parties granting one the opportunity to buy or sell a security from or to the other party at a predetermined future date. Yet, the key difference between options and futures is that with an option the buyer or seller is not obligated to make the transaction if he or she decides not to, hence the name "option." Options may be used to hedge the seller's stock against a price drop and to provide the buyer with an opportunity.

The Target Fund may enter into debt related total return swap agreements either to gain exposure to debt related securities or indices or to hedge existing exposures in the Target Fund. The counterparties to any total return swaps shall be entities which satisfy the OTC counterparty criteria set down by the Central Bank in the UCITS Regulations 2015 and shall specialise in such transactions. The counterparties to any total return swaps will be disclosed in the annual reports of the Company. The failure of a counterparty to a swap transaction may have a negative impact on the return for shareholders. The Target Fund Manager intends to minimise counterparty performance risk by only selecting counterparties with a good credit rating and by monitoring any changes in those counterparties' ratings. Additionally, these transactions are only concluded on the basis of standardised framework agreements (ISDA with Credit Support Annex). The counterparty to any total return swap entered into by the Target Fund shall not assume any discretion over the composition or management of the investment portfolio of the Target Fund or of the underlying of the total return swap.

Forward foreign exchange contracts may be used for hedging purposes to seek to reduce foreign exchange risk where the assets of the Target Fund are denominated in currencies other than the base currency but may also be used to take views on the direction of currency movements.

Forward contracts are similar to futures contracts but are not entered into on an exchange and are individually negotiated between the parties.

The Target Fund may initiate spot foreign exchange transactions for the purposes of settling transactions in the securities. Performance of the Target Fund may be influenced by movements in foreign exchange rates because currency positions held by the Target Fund may not correspond with the securities positions held. The value of investments in securities denominated in currencies other than the base currency may give rise to exchange rate volatility risk. The Target Fund will employ currency hedging strategies to reduce this risk by 90% or more.

The use of financial derivative instruments by the Target Fund will create leverage. To the extent that leverage is employed, the Target Fund's expected leverage will generally vary from 500% to 1600% of the NAV of the Target Fund. Leverage shall be calculated using the sum of the notionals of all financial derivatives held by the Target Fund. The Target Fund will use VaR methodology which is an advanced risk measurement methodology in order to assess the Target Fund's market risk volatility. In accordance with the Central Bank's requirements, the absolute VaR of the Target Fund may not exceed 20% of the NAV of the Target Fund. The VaR of the Target Fund will be calculated using a one-tailed confidence level of not less than 99%, a twenty day holding period and the historical observation period will not be less than one year. The Target Fund's level of leverage may possibly be higher under certain market circumstances.

Securities Financing Transactions and Total Return Swaps

The Target Fund may enter into repurchase agreements, reverse repurchase agreements and/or securities lending agreements for efficient portfolio management purposes only where the objective of using such instruments is to hedge against risk and/or to reduce costs borne by the Target Fund or to generate additional capital or income which is consistent with the risk profile of Target Fund and the risk diversification rules set down in the UCITS Regulations.

As noted above under the Section headed "Use of Derivatives", the Target Fund may also enter into total return swaps.

All types of assets which may be held by the Target Fund in accordance with its investment objectives and policies may be subject to a securities financing transaction or total return swap.

The maximum proportion of the Target Fund's assets which can be subject to securities financing transactions and/or total return swaps is 100% of the NAV of the Target Fund.

However, the expected proportion of the Target Fund's assets which will be subject to securities financing transactions and/or total return swaps is between 0% and 20% of the NAV of the Target Fund's assets. The proportion of the Target Fund's assets which are subject to securities financing transactions and/or total return swaps at any given time will depend on prevailing market conditions and the value of the relevant investments.

The amount of assets engaged in each type of securities financing transactions and total return swaps, expressed as an absolute amount and as a proportion of the Target Fund's assets, as well as other relevant information relating to the use of securities financing transactions and/or total return swaps shall be disclosed in the annual report and semi-annual report of the Target Fund.

For the purposes of the above, a total return swap is any OTC derivative contract in which one counterparty transfers the total economic performance, including income from interest and fees, gains and losses from price movements, and credit losses, of a reference obligation to another counterparty.

Further information relating to securities financing transactions and total return swaps is set out in the Prospectus at the sections entitled "*Securities Financing Transactions*" and "*Total Return Swaps*".

Base Currency

The base currency of the Target Fund is USD.

Benchmark

The Target Fund has no benchmark

Distribution Policy

The amount to be distributed in respect of each distribution period shall be determined by the directors in consultation with the Target Fund Manager within the amount available for distribution provided that any amount which is not distributed in respect of such distribution period may be carried forward to the next calendar quarter.

2.3. PERMITTED INVESTMENTS AND INVESTMENT RESTRICTIONS

1. Permitted Investments

Investments of the Target Fund are confined to:

- 1.1. Transferable securities and money market instruments which are either admitted to official listing on a stock exchange in a Member State or non-Member State or which are dealt on a market which is regulated, operates regularly, is recognised and open to the public in a Member State or non-Member State.
- 1.2. Recently issued transferable securities which will be admitted to official listing on a stock exchange or other market (as described above) within a year
- 1.3. Money market instruments, as defined in the UCITS Notices, other than those dealt on a regulated market
- 1.4. Units of UCITS.
- 1.5. Units of alternative investment funds.
- 1.6. Deposits with credit institutions as prescribed in the UCITS Regulation 2015.
- 1.7. Financial derivative instruments as prescribed in the UCITS Regulation 2015.

2. Investment Restrictions

- 2.1. The Target Fund may invest no more than 10% of net assets in transferable securities and money market instruments other than those referred to in paragraph 1.
- 2.2. The Target Fund may invest no more than 10% of net assets in recently issued transferable securities which will be admitted to official listing on a stock exchange or other market (as described in paragraph 1.1) within a year. This restriction will not apply in relation to investment by the Target Fund in certain USA securities known as Rule 144A securities provided that:
 - the securities are issued with an undertaking to register with the US Securities and Exchanges Commission within one year of issue; and
 - the securities are not illiquid securities i.e. they may be realised by the UCITS within seven days at the price, or approximately at the price, at which they are valued by the UCITS.
- 2.3. The Target Fund may invest no more than 10% of net assets in transferable securities or money market instruments issued by the same body provided that the total value of transferable securities and money market instruments held in the issuing bodies in each of which it invests more than 5% is less than 40%.
- 2.4. Subject to the approval of the Central Bank, the limit of 10% (in 2.3) is raised to 25% in the case of bonds that are issued by a credit institution which has its registered office in a Member State and is subject by law to special public supervision designed to protect bond-holders. If the Target Fund invests more than 5% of its net assets in these bonds issued by one issuer, the total value of these investments may not exceed 80% of the net asset value of the Target Fund.
- 2.5. The limit of 10% (in 2.3) is raised to 35% if the transferable securities or money market instruments are issued or guaranteed by a Member State or its local authorities or by a non-Member State or public international body of which one or more Member States are members.
- 2.6. The transferable securities and money market instruments referred to in 2.4. and 2.5 shall not be taken into account for the purpose of applying the limit of 40% referred to in 2.3.
- 2.7. Cash held as deposits and/or booked in accounts and held as ancillary liquidity with any one credit institution shall not, in aggregate, exceed 20% of the net assets of the UCITS.
- 2.8. The risk exposure of the Target Fund to a counterparty arising from over the counter ("OTC") derivatives and efficient portfolio management techniques may not exceed 5% of net assets.

This limit is raised to 10% in the case of a credit institution authorised in the EEA; a credit institution authorised within a signatory state (other than an EEA Member State) to the Basle Capital Convergence Agreement of July 1988 or a credit institution in a third country deemed equivalent pursuant to Article 107(4) of the Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012.
- 2.9. Notwithstanding paragraphs 2.3, 2.7 and 2.8 above, a combination of two or more of the following issued by, or made or undertaken with, the same body may not exceed 20% of net assets:
 - investments in transferable securities or money market instruments;
 - deposits, and/or
 - risk exposures arising from OTC derivatives transactions.
- 2.10. The limits referred to in 2.3, 2.4, 2.5, 2.7, 2.8 and 2.9 above may not be combined, so that exposure to a single body shall not exceed 35% of net assets.
- 2.11. Group companies are regarded as a single issuer for the purposes of 2.3, 2.4, 2.5, 2.7, 2.8 and 2.9. However, a limit of 20% of net assets may be applied to investment in transferable securities and money market instruments within the same group.

- 2.12. The Target Fund may invest up to 100% of net assets in different transferable securities and money market instruments issued or guaranteed by any Member State, its local authorities, non-Member States or public international body of which one or more Member States are members, drawn from the following list:

OECD Governments (provided the relevant issues are investment grade), European Investment Bank, European Bank for Reconstruction and Development, International Finance Corporation, International Monetary Fund, Euratom, The Asian Development Bank, European Central Bank, Council of Europe, Eurofima, African Development Bank, International Bank for Reconstruction and Development (The World Bank), The Inter American Development Bank, European Union, Federal National Mortgage Association (Fannie Mae), Federal Home Loan Mortgage Corporation (Freddie Mac), Government National Mortgage Association (Ginnie Mae), Student Loan Marketing Association (Sallie Mae), Federal Home Loan Bank, Federal Farm Credit Bank, Tennessee Valley Authority.

The Target Fund must hold securities from at least 6 different issues, with securities from any one issue not exceeding 30% of net assets.

3. Investment in Collective Investment Schemes ("CIS")

- 3.1. Unless otherwise stated in the Target Fund's supplement to the Prospectus, the Target Fund may not invest more than 10% of net assets in aggregate in underlying CIS.
- 3.2. The CIS are prohibited from investing more than 10 per cent of net assets in other CIS.
- 3.3. When the Target Fund invests in the units of other CIS that are managed, directly or by delegation, by any company with which the Target Fund is linked by common management or control, or by a substantial direct or indirect holding, that other company may not charge subscription, conversion or redemption fees on account of the Target Fund's investment in the units of such other CIS.
- 3.4. Where a commission (including a rebated commission) is received by the Target Fund/investment manager/investment adviser by virtue of an investment in the units of another CIS, this commission must be paid into the property of the Target Fund.
- 3.5. The Target Fund may not invest in another sub-fund of the Company, which itself holds shares in other sub-funds of the Company.
- 3.6. In the event that the Target Fund (the "Investing Fund") invests in another sub-fund of the Company, the rate of the annual management fee which investors in the Investing Fund are charged in respect of that portion of the Investing Fund's assets invested in Receiving Funds (whether such fee is paid directly at the Investing Fund level, indirectly at the level of the Receiving Funds or a combination of both) shall not exceed the rate of the maximum annual management fee which investors in the Investing Fund may be charged in respect of the balance of the Investing Fund's assets, such that there shall be no double charging of the annual management fee to the Investing Fund as a result of its investments in the Receiving Fund. This provision is also applicable to the annual fee charged by the Target Fund Manager where this fee is paid directly out of the assets of the sub-fund.

4. General Provisions

- 4.1. The Target Fund, may not acquire any shares carrying voting rights which would enable it to exercise significant influence over the management of an issuing body.
- 4.2. The Target Fund may acquire no more than:
- (i) 10% of the non-voting shares of any single issuing body;
 - (ii) 10% of the debt securities of any single issuing body;
 - (iii) 25% of the units of any single CIS;
 - (iv) 10% of the money market instruments of any single issuing body.
- NOTE: The limits laid down in (ii), (iii) and (iv) above may be disregarded at the time of acquisition if at that time the gross amount of the debt securities or of the money market instruments, or the net amount of the securities in issue cannot be calculated.
- 4.3. 4.1 and 4.2 shall not be applicable to:
- (i) transferable securities and money market instruments issued or guaranteed by a Member State or its local authorities;
 - (ii) transferable securities and money market instruments issued or guaranteed by a non-Member State;
 - (iii) transferable securities and money market instruments issued by public international bodies of which one or more Member States are members;
 - (iv) shares held by the Target Fund in the capital of a company incorporated in a non-Member State which invests its assets mainly in the securities of issuing bodies having their registered offices in that state, where under the legislation of that state such a holding represents the only way in which the Company can invest in the securities of issuing bodies of that state. This waiver is applicable only if in its investment policies the company from the non-Member State complies with the limits laid down in 2.3 to 2.11, 3.1, 3.2, 4.1, 4.2, 4.4, 4.5 and 4.6, and provided that where these limits are exceeded, paragraphs 4.5 and 4.6 below are observed;
 - (v) Shares held by the Target Fund in the capital of subsidiary companies carrying on only the business of management, advice or marketing in the country where the subsidiary is located, in regard to the repurchase of units at unit-holders' request exclusively on their behalf.
- 4.4. The Target Fund need not comply with the investment restrictions herein when exercising subscription rights attaching to transferable securities or money market instruments which form part of their assets.
- 4.5. The Central Bank may allow a recently authorised sub-fund to derogate from the provisions of 2.3 to 2.12, 3.1, 3.2 for six months following the date of their authorisation, provided they observe the principle of risk spreading.
- 4.6. If the limits laid down herein are exceeded for reasons beyond the control of the Target Fund, or as a result of the exercise of subscription rights, the Target Fund must adopt as a priority objective for its sales transactions the remedying of that situation, taking due account of the interests of its shareholders.
- 4.7. The Target Fund may not carry out uncovered sales of:
- transferable securities;
 - money market instruments;
 - units of CIS; or

- financial derivative instruments.

4.8. The Target Fund may hold ancillary liquid assets.

5. Financial Derivatives Instruments ("FDIs")

- 5.1. The Target Fund's global exposure (as prescribed in the UCITS Regulations 2015) relating to FDI must not exceed its total net asset value.
- 5.2. Position exposure to the underlying assets of FDI, including embedded FDI in transferable securities, money market instruments or collective investment undertakings, when combined where relevant with positions resulting from direct investments, may not exceed the investment limits set out in Regulations 70 and 73 of the UCITS Regulations. When calculating issuer-concentration risk, the Target Fund Manager will look through the FDI (including embedded FDI) to determine the resultant position exposure. This position exposure will be taken into account in the issuer concentration calculations. It will be calculated using the commitment approach. (This provision does not apply in the case of index based FDI provided the underlying index is one which meets with the criteria set out in Regulation 71(1) of the UCITS Regulations.)
- 5.3. The Target Fund may utilise FDIs dealt in over-the-counter (OTC) provided that the counterparties to over-the-counter transactions (OTCs) are institutions subject to prudential supervision and belonging to categories approved by the Central Bank.
- 5.4. Investment in FDIs are subject to the conditions and limits laid down by the Central Bank.

6. Restrictions on Borrowing and Lending

- 6.1. The Target Fund may borrow up to 10% of its Net Asset Value provided such borrowing is on a temporary basis. The Target Fund may charge its assets as security for such borrowings.
- 6.2. The Target Fund may acquire foreign currency by means of a "back to back" loan agreement. The Target Fund shall ensure that any foreign currency borrowings which exceed the value of a back-to-back deposit treats that excess as borrowings for the purpose of Regulation 103 of the UCITS Regulations 2015.

2.4. DILUTION ADJUSTMENT/SWING PRICING

Under certain circumstances (for example, large volumes of deals), investment and/or disinvestment costs may have an adverse effect on the Shareholders' interests in the Target Fund. In order to prevent this effect, called "dilution", the directors of the Company may determine that a "Swing Pricing" methodology applies so as to allow for the NAV per Share to be adjusted upwards or downwards by dealing and other costs and fiscal charges which would be payable on the effective acquisition or disposal of assets in the Target Fund if the net capital activity exceeds, as a consequence of the aggregate transactions in the Target Fund on a given Business Day, a threshold (the "Threshold") set by the Directors of the Company from time to time.

2.5. SUSPENSION OF DEALINGS/VALUATION OF ASSETS

Shares may not be issued, redeemed or converted during any period when the calculation of the NAV of the Target Fund is suspended in the manner described in the Prospectus. Applicants for Shares and shareholders requesting redemption and/or conversion of Shares will be notified of such suspension and, unless withdrawn, applications for Shares will be considered and requests for redemption and/or conversion will be processed as at the next dealing day following the ending of such suspension.

The Directors of the Company may at any time and from time to time temporarily suspend the determination of the NAV of the Target Fund and the issue, conversion and redemption of Shares in the Target Fund:

- a) during the whole or part of any period (other than for ordinary holidays or customary weekends) when any of the recognised exchanges set out in Appendix II of the Prospectus on which the Target Fund's investments are quoted, listed, traded or dealt are closed or during which dealings therein are restricted or suspended or trading is suspended or restricted; or
- b) during the whole or part of any period when circumstances outside the control of the directors of the Company exist as a result of which any disposal or valuation of investments of the Target Fund is not reasonably practicable or would be detrimental to the interests of shareholders or it is not possible to transfer monies involved in the acquisition or disposition of investments to or from the relevant account of the Target Fund; or
- c) during the whole or any part of any period when any breakdown occurs in the means of communication normally employed in determining the value of any of the Target Fund's investments; or
- d) during the whole or any part of any period when for any reason the value of any of the Target Fund's investments cannot be reasonably, promptly or accurately ascertained; or
- e) during the whole or any part of any period when subscription proceeds cannot be transmitted to or from the account of the Target Fund is unable to repatriate funds required for making redemption payments or when such payments cannot, in the opinion of the directors of the Company, be carried out at normal rates of exchange; or
- f) upon mutual agreement between the Target Fund and the depositary for the purpose of winding up the Target Fund; or
- g) if any other reason makes it impossible or impracticable to determine the value of a substantial portion of the investments of the Target Fund.

Any suspension of valuation shall be notified to the Central Bank, the Irish Stock Exchange (with respect to the Target Fund which is listed) and the depositary without delay and, in any event, within the same dealing day and shall be published and made available on the internet at www.nomura-asset.co.uk. Where possible, all reasonable steps will be taken to bring any period of suspension to an end as soon as possible.

The Central Bank may also require that the Target Fund temporarily suspends the determination of the NAV and the issue and redemption of Shares in a Target Fund if it decides that it is in the best interests of the general public and the shareholders to do so .

2.6. DEFERRAL OF REDEMPTION OF SHARES

If the number of Shares to be redeemed on any dealing day equals one tenth or more of the total number of Shares of the Target Fund in issue on that day, the directors of the Company shall have the right to limit redemption, as more particularly set out under the heading "Redemption of Shares" in the Prospectus.

2.7. COMPULSORY REDEMPTION OF SHARES

Shares of the Target Fund may be compulsorily redeemed and all the Shares may be redeemed in the circumstances described in the Prospectus under the sub-headings "Compulsory Redemption of Shares" and "Total Redemption".

2.8. SPECIFIC RISKS OF THE TARGET FUND

Please refer to "Risks Associated with Investments in the Target Fund" section at page 8 for details.

2.9. FEES CHARGED BY THE TARGET FUND

FEES/EXPENSES	
Preliminary charge	No preliminary charge will be imposed No repurchase fee will be imposed.
Management fee	Up to 1.20% per annum of the net asset value Please note that management fee will only be charged once at the Fund level. The management fee charged to the Target Fund by the Target Fund Manager will be rebated back to the Fund.
Other expenses	Fees may include, among others, fund administrator fee, custodian fee, trustee fee, director's fees, taxes, audit fees, statutory fees and other miscellaneous and operating charges payable by the Target Fund. UNIT HOLDERS SHOULD BE AWARE THAT THEY WILL BE SUBJECTED TO HIGHER FEES ARISING FROM THE LAYERED INVESTMENT STRUCTURE.

* For fees payable by the Target Fund and calculated based on the NAV, such fees will be computed before taking into account any dilution adjustment. Please see Section 2.4 Dilution Adjustment on page 17 17 for details on the application of dilution adjustment.

3. FEES, CHARGES AND EXPENSES

3.1. CHARGES

The following describes the charges that you may **directly** incur when you buy or withdraw units.

3.1.1. Application Fee

When applying for units of a Class, you may be charged an Application Fee based on the NAV per unit of the respective Class. Please refer to the Annexure of the respective Class for further information.

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

	Class USD (Denominated in USD)	Class MYR (Denominated in MYR)
Investment amount	USD 10,000	MYR 10,000
NAV per unit	USD 1.0000	MYR 1.0000
Application Fee (NAV per unit)	3.00%	3.00%
Units issued to Unit holder = $\frac{\text{Investment amount}}{\text{NAV per unit}}$	= $\frac{\text{USD } 10,000.00}{\text{USD } 1.0000}$ = 10,000 units	= $\frac{\text{MYR } 10,000.00}{\text{MYR } 1.0000}$ = 10,000 units
Application Fee per unit = NAV per unit x Application Fee (%)	= USD 1.0000 x 3.00% = USD 0.0300	= MYR 1.0000 x 3.00% = MYR 0.0300
Total Application Fee	= 10,000 units x USD 0.0300 = USD 300.00	= 10,000 units x MYR 0.0300 = MYR 300.00

Note: Please note that the above example is for illustration purpose only. The Application Fee imposed will be rounded to two (2) decimal places.

3.1.2. Withdrawal Penalty

Nil.

3.1.3. Dilution Fee

Nil.

3.1.4. Switching Fee

Nil.

3.1.5. Transfer Fee

Nil.

All fees and charges payable by you are subject to any applicable taxes and/or duties as may be imposed by the government or other authorities (if any) from time to time. As a result of changes in any rule, regulation, directive, notice and/or law issued by the government or relevant authority, there may be additional cost to the fees, expenses, charges and/or taxes payable to and/or by the Fund or you as disclosed or illustrated above.

3.2. FEES AND EXPENSES

All fees and expenses of the Fund will generally be apportioned to each Class currently available for sale based on the MCR except for Management Fee and those that are related to the specific Class only, such as, the cost of Unit holders meeting held in relation to the respective Class. If in doubt, you should consult professional advisers for better understanding.

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

3.2.1. Management Fee

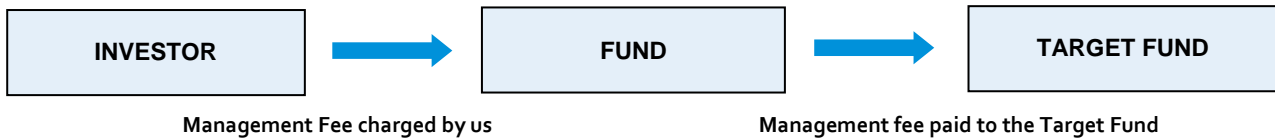
Please note that the Management Fee is charged to the respective Class at the Class level, based on the NAV of the Class. Please refer to the Annexure of the respective Class for further information. The Management Fee shall be accrued daily and paid monthly.

Below is an illustration on how the Management Fee is calculated, assuming the below Management Fee rate and NAV for both Class ABC and Class XYZ:-

	Class USD (Denominated in USD) (USD)	Class MYR (Denominated in MYR) (USD)
Management Fee	1.40% per annum	1.40% per annum
NAV of the class	USD 150 million	USD 150 million
Management Fee for the day = NAV of the class x Management Fee rate for the class (%) / 365 days	= USD 150 million x 1.40% / 365 = USD 5,753.42	= USD 150 million x 1.40% / 365 = USD 5,753.42

Note: In the event of a leap year, the computation will be based on 366 calendar days.

Please note that although at least 95% of the Fund's NAV will be invested in another CIS, no additional management fee will be charged to the investor.



Note: The management fee will only be charged once at the Fund level. The management fee charged by the Target Fund will be paid out of the Management Fee charged at the Fund level.

As the Fund will invest in units of the Target Fund, there is management fee incurred by the Target Fund which will be rebated back to the Fund to ensure that there will not be double charging of the Management Fee. Please refer to "Fees charged by the Target Fund" section at page 18 for details on the Target Fund's management fee.

3.2.2. Trustee Fee

Please note that the Trustee Fee (including local custodian fee but excluding foreign sub-custodian fees and charges) charged to the Fund is based on the NAV of the Fund. The Trustee Fee shall be accrued daily and paid monthly.

The Trustee Fee is up to 0.03% per annum of the NAV of Fund, subject to a minimum yearly fee of MYR12,000.00.

Below is an illustration on how the Trustee Fee is calculated, assuming the NAV of the Fund is USD 300 million:-

Trustee Fee for the Fund = 0.03% per annum
 Trustee Fee for the day = NAV of the Fund x annual Trustee Fee rate for the Fund (%) / 365 days
 = USD 300 million x 0.03% / 365
 = USD 246.58

Note: In the event of a leap year, the computation will be based on 366 calendar days.

The trustee fee is apportioned to each Class based on the multi-class ratio. For Unit Holders of a Class other than USD Class, the trustee fee payable shall be reflected in MYR in the Fund's financial report.

All fees and charges payable by the Fund are subject to any applicable taxes and/or duties as may be imposed by the government or other authorities (if any) from time to time. As a result of changes in any rule, regulation, directive, notice and/or law issued by the government or relevant authority, there may be additional cost to the fees, expenses, charges and/or taxes payable to and/or by the Fund or you as disclosed or illustrated above.

3.2.3. Other costs of investing in a feeder fund

As the Fund will invest in units of the Target Fund, there are other fees and expenses incurred by the Target Fund which is set out in detail under "Fees charged by the Target Fund" section at page 18.

3.2.4. Other expenses

The Deed also provides for payment of other expenses. Other expenses which are directly related and necessary to the operation and administration of the Fund may be charged to the Fund. These would include (but are not limited to) the following:

- commissions or fees paid to brokers or dealers (if any) in effecting dealings in the investments of the Fund, shown on the contract notes or confirmation notes or difference account;
- taxes and other duties charged on the Fund by the government and other authorities (if any) and bank fees;
- fees and other expenses properly incurred by the auditor and tax agent;
- fees for valuation of any investment of the Fund by independent valuers for the benefit of the Fund;
- costs incurred for the modification of the Deed otherwise than for our benefit or the Trustee's;
- costs incurred for any meeting of the Unit holders other than those convened for our benefit or the Trustee's;
- costs involved with external specialist approved by the Trustee in investigating or evaluating any proposed investment;
- the engagement of valuer, adviser or contractor of all kinds;
- preparation and audit of the taxation returns and accounts of the Fund;
- termination of the Fund or Class and the retirement or removal of the Trustee or the Manager and the appointment of a new trustee or manager;
- any proceedings, arbitration or other dispute concerning the Fund, Class or any asset, including proceedings against the Trustee or the Manager, or commenced by either of them for the benefit of the Fund or that Class (except to the extent that legal costs incurred for the defence of either of them are ordered by the court not to be reimbursed out of the Fund);
- remuneration and out of pocket expenses of the independent members of the investment committee (if any) of the Fund, unless we decide otherwise to bear the same;
- expenses incurred in the printing of and postage of the annual and interim (if any) reports, including the purchase of stationery;
- (where the custodial function is delegated by the Trustee to a foreign sub-custodian), charges or fees paid to the foreign sub-custodian;
- all costs and/or expenses associated with the distributions and the payment of such distribution including without limitation fees, costs and/or expenses for the revalidation or reissuance of any distribution cheque or distribution warrant or telegraphic transfer;
- cost of obtaining experts opinion by the Trustee and us for the benefit of the Fund or Class;
- costs, fees and expenses incurred for the fund valuation and accounting of the Fund; and
- costs of printing and dispatching to Unit holders the accounts of the Fund, tax certificates, distribution warrants, notices of meeting of Unit holders, newspaper advertisement and such other similar costs as may be approved by the Trustee.

Expenses not authorised by the Deed must be borne by us or the Trustee, if incurred for our own benefit.

- 3.2.5. We and the Trustee are required to ensure that any fees or charges payable are reasonable and in accordance with the Deed which stipulates the maximum rate in percentage terms that can be charged. We will ensure that there is no double charging of management fee to be incurred by you when you invest in the Fund. All expenses of the Fund will generally be apportioned to each Class based on the MCR except for those that are related to the specific Class only, such as, the cost of Unit holders meeting held in relation to the respective Class. If in doubt, you should consult professional advisers for better understanding.

You should note that we may alter the fees and charges (other than the Trustee Fee) within such limits, and subject to such provisions, as set out in the Deed.

You should note that we may, for any reason at any time, where applicable, waive or reduce the amount of any fees (except the Trustee Fee) or other charges payable by you in respect of the Fund, either generally (for all Sophisticated Investors) or specifically (for any particular Sophisticated Investor, a group of Sophisticated Investors or investments made via any digital platform) and for any period or periods of time at our absolute discretion.

3.3. REBATES AND SOFT COMMISSIONS

We and the Trustee will not retain any form of rebate or soft commission from, or otherwise share in any commission with, any broker in consideration for directing dealings in the investments of the Fund unless the soft commission received is retained in the form of goods and services such as research and advisory services that assist in the decision making process relating to the Fund's investments. All dealings with brokers are executed on most favourable terms available for the Fund.

There are fees and charges involved and you are advised to consider them before investing in the Fund.

All fees and charges payable by you and/or the Fund are subject to any applicable taxes and/or duties as may be imposed by the government or other authorities (if any) from time to time. As a result of changes in any rule, regulation, directive, notice and/or law issued by the government or relevant authority, there may be additional cost to the fees, expenses, charges and/or taxes payable to and/or by the Fund or you as disclosed or illustrated in the Information Memorandum.

As this is a feeder fund, you are advised that you will be subjected to higher fees arising from the layered investment structure.

We have the discretion to amend the amount, rate and/or terms and conditions for the above-mentioned fees, charges and expenses from time to time, subject to the requirements stipulated in the Deed. Where necessary, we will notify the Trustee and communicate to you or seek your approval on the amendments to the fees and charges.

4. TRANSACTION INFORMATION

4.1. VALUATION OF INVESTMENTS PERMITTED BY THE FUND

We will ensure that all the assets of the Fund are valued in a fair manner. The assets of the Fund are valued as follows:

- **Unlisted Collective Investment Schemes**

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

- **Fixed Deposit**

Valuation of fixed deposits placed with financial institutions will be done by reference to the principal value of the fixed deposits and the interests accrued thereon for the relevant period.

- **Money Market Instruments**

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

- **Derivatives**

For financial derivatives which are listed on the market exchange(s), the position in these instruments shall be marked-to-market at the close of each trading day of the respective markets on the same business day, provided by the financial derivatives' provider or Fund Manager or its delegate. Valuation for financial derivative instruments which are transacted over-the-counter, the valuation of these derivatives shall be based on the rates provided by the respective issuers. Specifically to foreign exchange forward contracts ("FX Forwards"), valuation based on FX foreign exchange rate as stipulated by the Securities Commission. If the rates are not available, the FX Forwards will be valued by referencing to the average indicative rate quoted by at least 3 independent dealers; or in accordance to fair value as determined in good faith by us on methods or bases which have been verified by the auditor of the Fund and approved by the Trustee.

- **Cash and Liquid Assets**

Cash and liquid assets placed with financial institutions shall be valued based on the carrying value (by reference to the principal value of such investments and the interests accrued thereon for the relevant period) which is a reasonable estimate of fair value.

Cash and liquid assets are defined as currency fixed deposits and placement of money at call with financial institutions.

- **Any Other Investment**

Fair value as determined in good faith by us, on methods or bases which have been verified by the auditor of the Fund and approved by the Trustee.

If the value of the Fund's assets is denominated in a foreign currency, the assets are translated on a daily basis to USD based on the foreign exchange rate on the same day as per the Investment Management Standards issued by the FIMM, which may be amended, updated or superseded from time to time.

4.2. UNIT PRICING

We adopt a single pricing method for any transactions (i.e. applications, withdrawals, switches and/or transfers) based on forward prices. This means that we will process your transactions request based on the unit pricing on a Business Day (i.e. the NAV per unit) that we receive the completed relevant transaction forms from you.

If at any time during the term of the Fund there is no Unit Holder resulting there being no Units in circulation and the Class' NAV being zero, the Manager shall have the sole right and discretion to issue new Units in the Class for sale and price each Unit of the Class for sale to new investors at the initial offer price of RM1.00 per unit for Class MYR and USD1.00 per unit for Class USD. For avoidance of doubt, once there are no Units in circulation or Unit Holders, no liabilities will be borne by the class of the Fund.

If the transactions are made by 4:00 p.m. on a Business Day, we will process the transactions using the unit pricing for that Business Day. For transactions made after 4:00 p.m. on a Business Day, we will process the transactions using the unit pricing on the next Business Day.

We will carry out the valuation of the Classes for each Business Day on the next Business Day (T+1). This is to cater for the currency translation of the foreign securities or instruments to the Fund's base currency (i.e. USD). Currently, the currency translation is based on the bid exchange rate quoted by as stipulated in the Investment Management Standards issued by the FIMM. The NAV per unit for a Business Day is available on our website at <http://www.nomura-asset.com.my>.

After the initial offer period, the Fund must be valued at least once every Business Day. The method of determining NAV per unit of the Class is calculated as follows:

$$\text{NAV per unit of the Class} = \frac{\text{NAV of the Class}}{\text{Number of units in issue of the Class}}$$

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

The valuation of the Fund is in the base currency i.e. USD. As such, all the assets and liabilities of each Class will be translated into USD for valuation purposes. The foreign exchange rate used for this purpose shall be the bid exchange rate quoted as per the Investment Management Standards issued by the FIMM. The NAV per unit of each Class will be the NAV of the Fund attributable to each Class divided by the number of units in circulation of that Class, at the same valuation point.

Multi-class Ratio (MCR)

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

Below is an illustration on computation of the NAV of the Fund:

	Fund (USD)	Class USD (Denominated in USD) (USD)	Class MYR (Denominated in MYR) (USD)
NAV of the Fund before income and expenses	185,942,897	173,342,897	12,600,000
% MCR	100%	⁽¹⁾ 93.22%	⁽²⁾ 6.78%
Add: Income	30,000	⁽²⁾ 27,966	⁽²⁾ 2,034
Less: Expenses	(10,000)	⁽²⁾ (9,322)	⁽²⁾ (678)
Benefits or costs of hedging (if any)		-	900
NAV of the Fund before Management Fee and Trustee Fee	185,963,797	173,361,541	12,602,256
Less: Management Fee	- (7,132)	1.40% p.a. (6,649)	1.40% p.a. (483)
Less: Trustee Fee	0.03% p.a. (153)	- (143)	- (10)
NAV of the Fund	185,956,512	173,354,749	12,601,763
Units in circulation	205,000,000 units	170,000,000 units	35,000,000 units
NAV per unit		1.0197	0.3600
Currency exchange rate		N/A	(MYR/USD) 4.00
NAV per unit		USD 1.0197	MYR 1.4400

	Fund (USD)	Class USD (Denominated in USD) (USD)	Class MYR (Denominated in MYR) (USD)
NAV of the Fund before creation of units for the day	185,956,512	173,354,749	12,601,763
⁽³⁾ Creation of units	1,250,000	1,000,000	250,000
Closing NAV	187,206,512	174,354,749	12,851,763
Units in circulation	206,675,125.03 units	170,980,680.59 units	35,694,444.44 units
NAV per unit		1.0197	0.3600
Currency exchange rate		N/A	(MYR/USD) 4.00
NAV per unit		USD 1.0197	MYR 1.4400

⁽¹⁾ MCR computation

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

⁽²⁾Apportionment based on MCR is as follows:

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

⁽³⁾ Creation of units

	Class USD	Class MYR
Creation of units	USD 1,000,000	MYR 1,000,000
NAV per unit	USD 1.0197	MYR 1.4400
Number of units	980,680.59 units	694,444.44 units
Currency exchange rate	N/A	(MYR/USD) 4.00
Creation of units	USD 1,000,000	USD 250,000

Note: Please note the above is for illustration purpose only. NAV per unit is truncated to four (4) decimal places.

4.3. INCORRECT PRICING

We shall take immediate remedial action to rectify any incorrect valuation and/or pricing of the Fund. Where such error has occurred, we shall reimburse the money in the following manner:

- a) in the event of over valuation and/or pricing, we shall reimburse:
 - (i) the Fund for any withdrawal of units; and/or
 - (ii) you, if you have purchased units of the Fund at a higher price; or
- b) in the event of under valuation and/or pricing, we shall reimburse:
 - (i) the Fund for any subscription of units; and/or
 - (ii) you, if you have withdrawn units of the Fund at a lower price.

Notwithstanding the above, unless the Trustee otherwise directs, we shall make the reimbursement only where an incorrect pricing:

- a) is equal or more than 0.50% of the NAV per unit; and
- b) results in a sum total of USD10.00 (or the same value in the respective Class currency) or more to be reimbursed to a Unit holder for each sale or withdrawal transaction.

We shall have the right to amend, vary or revise the aforesaid limits or threshold from time to time, subject to any regulatory or governing body's requirements.

4.4. INVESTING

4.4.1. Who can invest?

You are eligible to invest in the Fund if you are a Sophisticated Investor who is:

- an individual who is at least eighteen (18) years of age and not an undischarged bankrupt with a bank account (or foreign currency bank account, as the case may be) in the currency of the Class applied for (e.g. Class USD investors are required to have a USD bank account). As an individual investor, you may also opt to invest in joint names (i.e. as a joint Unit holder and both applicants must be at least eighteen (18) years of age).
- an institution including a company, corporation, co-operative, trust or pension fund with a bank account (or foreign currency bank account, as the case may be) in the currency of the Class applied for (e.g. Class USD investors are required to have a USD bank account).

However, we have the right to reject an application on reasonable grounds.

Further, if we become aware of a USA person (i.e. someone who has a USA address (permanent or mailing)) or USA entity (i.e. a corporation, trust, partnership or other entity created or organised in or under the laws of the United States or any state thereof or any estate or trust the income of which is subject to United States Federal Income Tax regardless of source) holding units in the Fund, we will issue a notice to that Unit holder requiring him/her to, within thirty (30) days, either withdraw the units or transfer the units to a non-USA person or non-USA entity.

We also have the right to withdraw all units held by you in the event we are of the opinion that such withdrawal is necessary to ensure that we comply with any relevant laws, regulations and guidelines. We will first notify you before making any such compulsory withdrawal of your units.

4.4.2. How to invest?

You may invest through any of our Distributors after completing the relevant application forms and attaching a copy of your identity card, passport or any other identification document. We may request for additional supporting document(s) or information from you. On the application form, please indicate clearly the amount you wish to invest in the Fund. We may introduce other mode of investment from time to time, subject to the approval of the relevant authorities.

You may invest:

- by crossed cheque, banker's draft, money order or cashier's order (made payable as advised by us or our Distributors as the case may be). You will have to bear the applicable bank fees and charges, if any;
- directly from your bank account (or foreign currency bank account, as the case may be) held with our Distributors, where applicable;
- by such other mode of payment that we and/or the relevant authorities approve from time to time. Any charges, fees and expenses incurred in facilitating such mode of payment shall be borne by you. Such mode of payment is subject to further limit(s), restriction(s) and/or terms and conditions that we and/or the relevant authorities may impose from time to time.

4.4.3. Can the units be registered in the name of more than one (1) Unit holder?

We may register units in the name of more than one (1) Unit holder but we have the discretion not to allow registration of more than two (2) joint Unit holders. All applicants must be at least eighteen (18) years of age and are Sophisticated Investor.

In the event of the demise of a joint Unit holder, whether Muslim or non-Muslim, only the surviving joint Unit holder will be recognized as the rightful owner. His/her units will be dealt with in accordance with the Deed and applicable laws and regulations.

You are advised not to make payment in cash to any individual agent or employee of the Manager when purchasing units of a fund.

Please take note that if your investments are made through an IUTA via a nominee system of ownership, you would not be deemed as a Unit holder under the Deed and as a result, may not exercise all the rights ordinarily conferred to a Unit holder (e.g. the right to call for Unit holders' meetings and the right to vote at a Unit holders' meeting).

4.5. MINIMUM INVESTMENTS

The minimum initial and additional investment for each Class may differ and may be determined by us from time to time. Please refer to the Annexure of the respective Class for further information.

4.5.1. Processing an application

If we receive a complete application by 4:00 p.m. on a Business Day, we will process it using the NAV per unit for that Business Day. If we receive the application after 4:00 p.m. on a Business Day, we will process it using the NAV per unit for the next Business Day. We will only process the completed applications with all the necessary information. The number of units that you receive will be rounded down to two (2) decimal places.

4.6. MINIMUM WITHDRAWALS

The minimum withdrawal for each Class may differ and may be determined by us from time to time, unless you are withdrawing your entire investment. Please refer to the Annexure of the respective Class for further information. You may withdraw by completing a withdrawal form and sending it to the relevant Distributor or to us at our office. There is no restriction on the frequency of withdrawals. We will transfer the withdrawal proceeds to your bank account (or foreign currency bank account, as the case may be) in our records. If we wish to increase the minimum withdrawals, we will consult with the Trustee and you will be notified of such changes before implementation.

4.6.1. Processing a withdrawal

If we receive a complete withdrawal request by 4:00 p.m. on a Business Day, we will process it using the NAV per unit of the Class for that Business Day. If we receive the withdrawal request after 4:00 p.m. on a Business Day, we will process it using the NAV per unit of the Class for the next Business Day. The amount that you will receive is calculated by the withdrawal value less the Withdrawal Penalty, if any. Under normal circumstances, you will be paid in the currency of the Class (e.g. Class USD will be paid in USD) within ten (10) Business Days of receipt of the complete withdrawal request. You will have to bear the applicable bank fees and charges, if any.

You should note that the time taken to pay the withdrawal proceeds to you (i.e. ten (10) Business Days) may be extended/delayed if:

- (i) There is suspension of dealings at the Target Fund ^{Note 1};
- (ii) The redemption request of the Target Fund is deferred ^{Note 2};
- (iii) The dealings of the Fund are temporarily suspended by us ^{Note 3}; or
- (iv) There are any unforeseen circumstances that caused a delay in us receiving redemption proceeds from the Target Fund Manager, subject to concurrence from Trustee.

Should any of the above events occur, we may not be able to pay the withdrawal proceeds to you within ten (10) Business Days. However, we will pay the withdrawal proceeds to you within ten (10) Business Days subsequent to the receipt of redemption proceeds from the Target Fund Manager.

Note 1: *The dealings of the Target Fund may be suspended under the circumstances as described under "Suspension of Dealings" section on page 17.*

Note 2: *The Target Fund Manager may limit the number of units redeemed on a dealing day to 10% of the NAV of the Target Fund as described under "Deferral of Redemption" section on page 18.*

Note 3: *We may temporarily suspend the dealing in units of the Classes or Fund, subject to the Guidelines and/or the Deed as described under "Temporary Suspension" section on page 27.*

Please refer to the respective sections for more information. Please consult your professional advisers for better understanding.

4.7. MINIMUM BALANCE

The minimum balance that must be retained in your account for each Class may differ and may be determined by us from time to time. Please refer to Annexure of the respective Class for further information. If the balance (i.e. number of units) of an investment drops below the minimum balance units, further investment will be required until the balance of the investment is restored to at least the stipulated minimum balance. Otherwise, we may withdraw your entire investment and forward the proceeds to you.

4.8. COOLING-OFF PERIOD

Currently, there is no cooling-off right.

4.9. SWITCHING

Switching is available between the Classes of the Fund or between a Class and other funds managed by the Manager's, which should be denominated in the same currency. However, the Manager reserves the right to reject any switching request:-

- i) that is regarded as disruptive to efficient portfolio management;
- ii) if deemed by the Manager to be contrary to the best interest of either of the funds; or
- iii) if it would result in the Unit Holder holding Units in the Fund which is less than the required minimum holding amount after the switching.

Please also refer to the Annexure of the respective Class for further information.

To switch, simply complete a switch request form and send to the relevant Distributor or our office. Currently, there is no restriction on the frequency of switches. However, we have the discretion to allow or to reject any switching into (or out of) the Fund or Class, either generally (for all Sophisticated Investors) or specifically (for any particular Sophisticated Investor or a group of Sophisticated Investors or investments made via any digital platform).

4.9.1. Processing a switch

We process a switch as a withdrawal from one fund or class and an investment into another fund or class. If we receive a complete switch request by 4:00 p.m. on a Business Day, we will process the switch out using the NAV per unit for that Business Day. If we receive the request after 4:00 p.m. on a Business Day, the switch out will be processed using the NAV per unit for the next Business Day.

4.10. TRANSFER FACILITY

You may transfer your units to another eligible Sophisticated Investor subject to such terms and conditions stipulated in the Deed. You may be charged a Transfer Fee for each transfer. However, we may refuse to register any transfer of unit at our absolute discretion. Please refer to the Annexure of the respective Class or further information.

4.11. TEMPORARY SUSPENSION

We may temporarily suspend the dealing in units of the Classes or Fund, subject to the Guidelines and/or the Deed. Please note that during the suspension period, there will be no NAV per unit available and hence, we will not accept any transactions for the applications, withdrawals, switches and/or transfers of units. If we have earlier accepted your request for withdrawals and switches of units, please note that there may be delay in processing those transactions and you will be notified accordingly. You will also be notified once the suspension is lifted.

4.12. DISTRIBUTION PAYMENT

Depending on the distribution policy of the respective Class, distribution (if any) will be made at the end of each distribution period to the Classes according to its distribution policy. Each unit of the Class will receive the same distribution for a distribution period regardless of when those units were purchased. The distribution amount you will receive is in turn calculated by multiplying the total number of units held by you in the Class by the cent per unit distribution amount. On the distribution date, the NAV per unit will adjust accordingly. For more information on the distribution policy of each Class, please see Annexure of the respective Class.

All distributions (if any) will be automatically reinvested into additional units in the Class at the NAV per unit on the distribution date (the number of units will be rounded down to two (2) decimal places), unless written instructions to the contrary are communicated to us, in which you should have first furnished us with details of your bank account in the currency denomination of that Class, that all distribution payment shall be paid into (the cost and expense will be borne by you). No Application Fee is payable for the reinvestment.

If units are issued as a result of the reinvestment of a distribution or other circumstance after you have withdrawn your investment from the Class, those additional units will then be withdrawn and the proceeds will be paid to you. You should note that distribution payments, if any, will be made in the respective currency for the Class(es). As such, the distribution amount may be different for each Class as a result of exchange rate movement between the base currency of the Fund and the denominated currency of the Class(es). The distribution will be paid into your bank account (which shall be in the respective currency of the Class(es)) in our records (at your cost and expense).

***Note:** Please note that for Class(es) that provide distribution, we have the right to make provisions for reserves in respect of distribution of the Class. If the income available is too small or insignificant, any distribution may not be of benefit to you as the total cost to be incurred in any such distribution may be higher than the amount for distribution. We have the discretion to decide on the amount to be distributed to you. We also have the discretion to make income distribution on an ad-hoc basis, taking into consideration the level of its realised income and/or realised gains, as well as the performance of the Fund.*

4.13. UNCLAIMED MONEYS

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

However, any income distribution payout by bank transfer shall be transmitted to your valid and active bank account. If the bank transfer remained unsuccessful and unclaimed for six (6) months, it will be reinvested into the Class within thirty (30) Business Days after the six (6) months period based on the prevailing NAV per unit on the day of the reinvestment in circumstances where you still holds units of the Class. No Application Fee is payable for the reinvestment. In the event that you no longer hold any unit in the Class, the distribution money would be subject to the treatment mentioned in the above paragraph as prescribed by the UMA.

Unit prices and distributions payable, if any, may go down as well as up.

We have the discretion to amend the amount, rate and/or terms and conditions of the transaction information herein, subject to the requirements stipulated in the Deed. Where necessary, we will notify the Trustee and communicate to you on the amendments to the transaction information.

5. ADDITIONAL INFORMATION

5.1. FINANCIAL YEAR-END

31 January.

5.2. INFORMATION ON YOUR INVESTMENT

We will send you the following:

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

An electronic version of the Fund's annual report is available upon request.

Please take note that if your investments are made through the IUTA via a nominee system of ownership, you would not be deemed to be a Unit holder under the Deed. As such, you may obtain the above information from the respective Distributor.

5.3. TERMINATION OF FUND AND/OR ANY OF THE CLASSES

Subject to the provision set out below, the Fund and/or any of the Class may be terminated or wound-up as proposed by us with the consent of the Trustee (which consent shall not be unreasonably withheld) upon the occurrence of any of the following events, by giving not less than three (3) months' notice in writing to the Unit holders as hereinafter provided (i) if any law shall be passed which renders it illegal or in the opinion of the Manager impracticable or inadvisable to continue the trust or (ii) if in our reasonable opinion it is impracticable or inadvisable to continue the Fund or Class. A Class may be terminated by Unit holders if a Special Resolution is passed at a Unit holders' meeting of that Class to terminate or wind-up that Class provided always that such termination or winding-up of that Class does not materially prejudice the interest of any other Class in that Fund.

5.4. RIGHTS, LIABILITIES AND LIMITATIONS OF UNIT HOLDERS

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

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

Please take note that if your investments are made through the Distributor (i.e. the IUTA via a nominee system of ownership), you would not be deemed to be a Unit holder under the Deed and as a result, may not exercise all the rights ordinarily conferred to a Unit holder (e.g. the right to call for Unit holders' meetings and the right to vote at a Unit holders' meeting).

Rights

As a Unit holder, you have the right, among others, to:

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

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

Liabilities

- Your liability is limited to the purchase price paid or agreed to be paid for a unit. You do not need to indemnify the Trustee or us in the event that the liabilities incurred by us and/or the Trustee in the name of or on behalf of the Fund pursuant to and/or in the performance of the provisions of the Deed exceed the value of the assets of the Fund.
- Any right of indemnity of us and/or the Trustee shall be limited to recourse to the Fund.

Limitations

You cannot:

- interfere with or question the exercise by the Trustee, or us on its behalf, of the rights of the Trustee as the registered owner of the assets of the Fund;
- claim any interest in the asset of the Fund; or
- require the asset of the Fund to be transferred to you.

Note: You may refer to the Deed for full details of your rights.

5.5. DOCUMENTS AVAILABLE FOR INSPECTION

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

- The Deed;
- Information Memorandum and supplementary or replacement information memorandum, if any;
- The latest annual and interim reports of the Fund;
- Material contracts or documents disclosed in this Information Memorandum;
- The audited financial statements of the Manager and the Fund (where applicable) for the current financial year and for the last three (3) financial years or if less than three (3) years, from the date of incorporation or commencement; and
- The Prospectus including any supplemental prospectus or replacement prospectus, as the case may be.

5.6. POTENTIAL CONFLICTS OF INTERESTS AND RELATED-PARTY TRANSACTIONS

We (including our directors) will at all time act in your best interests and will not conduct ourselves in any manner that will result in a conflict of interest or potential conflict of interest. In the unlikely event that any conflict of interest arises, such conflict shall be resolved so that the Fund is not disadvantaged. In the unlikely event that we face conflicts in respect of our duties as the Manager to the Fund and to other funds that we manage, we are obliged to act in the best interests of all our investors and will seek to resolve any conflicts fairly and in accordance with the Deed.

We shall not act as principal in the sale and purchase of any securities or investments to and from the Fund. We shall not make any investment for the Fund in any securities, properties or assets in which we or our officer have financial interest in or from which we or our officer derives a benefit. We (including our directors) who hold substantial shareholdings or directorships in public companies shall refrain from any decision making relating to that particular investment of the Fund.

As at LPD, none of our directors and substantial shareholders has either direct or indirect interest in other corporations that carry on a similar business with us,

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

5.7. INTERESTS IN THE FUND

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

5.8. EMPLOYEES' SECURITIES DEALINGS

We have in place a policy contained in its Rules of Business Conduct, which regulates its employees' securities dealings. All of our employees are required to declare their securities trading annually to ensure that there is no potential conflict of interest between the employees' securities trading and the execution of the employees' duties to us and our customers.

6. THE MANAGER

6.1. NOMURA ASSET MANAGEMENT MALAYSIA SDN BHD

Nomura Asset Management Malaysia Sdn. Bhd. (NAMM) was incorporated on 27 September 2006 and is licensed under the Capital Markets and Services Act 2007 for the regulated activity of fund management. NAMM is a wholly-owned subsidiary of Nomura Asset Management Co., Ltd. (NAM Tokyo). As of LPD, Nomura Asset Management group operates in 13 offices globally.

NAMM is a full-fledged asset management company with on the ground resources to support the investment management, middle- and back-office functions. NAMM manages local equities, fixed income and developed markets equities from Kuala Lumpur as well as leverages on its global network of resources for other investment capabilities including Japanese equities, regional and emerging markets equities and global fixed income, amongst others.

As at 31 December 2020, the total value of funds under management of NAMM stood at approximately RM 18.7billion.

The primary roles, duties and responsibilities of NAMM as the Manager of the Fund include:

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

As at LPD, there is no litigation or arbitration proceeding current, pending or threatened against or initiated by NAMM nor are there any facts likely to give rise to any proceedings which might materially affect the business/financial position of NAMM.

6.1.1. Designated person responsible for fund management function

Name:	Eugene Ray Martin
Designation:	Portfolio Manager
Experience:	<p>Eugene joined Nomura Asset Management Malaysia ("NAMM") in August 2019 as Portfolio Manager attached to the Malaysian Fixed Income and Global Sukuk team. Prior to joining NAMM, Eugene was a strategist for Fixed Income Currency and Commodities of CIMB Investment Bank. He was also Fund Manager and Senior Credit Analyst for AmFunds Management.</p> <p>As Portfolio Manager at NAMM, Eugene is a contributing member of the Emerging Bond Investment meetings held regularly and jointly with other Emerging Bond market specialists from Nomura Asset Management offices in New York, Singapore, Tokyo, London and Frankfurt.</p>
Qualifications:	Eugene holds a Masters of Applied Economics from the Australian National University and a Bachelor in Health Sciences (Hons) Biomedicine from Universiti Sains Malaysia.

Note: For more information and/or updated information, please refer to our website at <http://www.nomura-asset.com.my>.

6.1.2. Fund Manager's delegates

KFin Technologies (Malaysia) Sdn Bhd (Registrar and Transfer Agency Functions)

The Manager has appointed KFin Technologies (Malaysia) Sdn Bhd (formerly known as Karvy Fintech (Malaysia) Sdn Bhd) ("KFin") as the registrar and transfer agent for the Fund. KFin's roles and responsibilities as registrar and transfer agent for the Fund include maintaining the register of Unit Holders, transaction processing, reconciliation and preparing relevant communication to Unit Holders. All fees and expenses arising out of this appointment are not charged to the Fund and are solely borne by the Manager.

Deutsche Trustees Malaysia Bhd (Fund Valuation and Fund Accounting Functions)

Its roles and responsibilities as the fund valuation and fund accounting agent are:

- preparing reports including the portfolio valuation report, statement of assets and liabilities, statement of income and expenditure, transaction schedules and such other reports at such frequency, in accordance with the provisions of the Service Level Agreement;
- calculating the net asset value (per unit or per share) of the Funds
- preparing financial statements and otherwise coordinate and render assistance to the Funds' trustee, auditors and tax advisers;
- preparing all necessary reports on any transactions in respect of the Funds as may be required by the relevant authority. Such reports shall include all additional reports relating or incidental to the Services as may be required by the Securities Commission, and agreed upon by DB from time to time.
- making available to the Funds' tax agents all information as may be required for tax filing purposes;
- maintaining records and books of account of all transactions carried out by the Manager (or any authorised party) for the Funds

7. THE TRUSTEE

7.1. ABOUT DEUTSCHE TRUSTEES MALAYSIA BERHAD

Deutsche Trustees Malaysia Berhad ("DTMB") (Company No. 200701005591 (763590-H)) was incorporated in Malaysia on 22 February 2007 and commenced business in May 2007. The Company is registered as a trust company under the Trust Companies Act 1949, with its business address at Level 20, Menara IMC, 8 Jalan Sultan Ismail, 50250 Kuala Lumpur.

DTMB is a member of Deutsche Bank Group ("Deutsche Bank"). Deutsche Bank provides commercial and investment banking, retail banking, transaction banking and asset and wealth management products and services to corporations, governments, institutional investors, small and medium-sized businesses, and private individuals.

Experience in trustee business

DTMB is part of Deutsche Bank's Securities Services, which provides trust, custody and related services on a range of securities and financial structures. As at LPD, DTMB is the trustee for one hundred and eighty five (185) collective investment schemes including unit trust funds, wholesale funds, exchange-traded funds and private retirement schemes.

DTMB's trustee services are supported by Deutsche Bank (Malaysia) Berhad ("DBMB"), a subsidiary of Deutsche Bank Group, financially and for various functions, including but not limited to financial control and internal audit.

Roles, duties and responsibilities of the Trustee

DTMB's main functions are to act as trustee and custodian of the assets of the Fund and to safeguard the interests of unitholders of the Fund. In performing these functions, the Trustee has to exercise due care and vigilance and is required to act in accordance with the relevant provisions of the Deed, the Capital Markets & Services Act 2007 and all relevant laws.

Trustee's Disclosure of Material Litigation

As at LPD, neither the Trustee nor its delegate is (a) engaged in any material litigation and arbitration, including those pending or threatened, nor (b) aware of any facts likely to give rise to any proceedings which might materially affect the business/financial position of the Trustee and any of its delegate.

DTMB's delegate

The Trustee has appointed DBMB as the custodian of the assets of the Fund. DBMB is a wholly-owned subsidiary of Deutsche Bank AG. DBMB offers its clients access to a growing domestic custody network that covers over 30 markets globally and a unique combination of local expertise backed by the resources of a global bank. In its capacity as the appointed custodian, DBMB's roles encompass safekeeping of assets of the Fund; trade settlement management; corporate actions notification and processing; securities holding and cash flow reporting; and income collection and processing.

All investments are automatically registered in the name of, or to the order, of the Fund. DBMB shall act only in accordance with instructions from the Trustee.

Disclosure on related-party transactions/conflict of interests

As the Trustee for the Fund and the Manager's delegate for the fund accounting and valuation services, there may be related party transactions involving or in connection with the Fund in the following events:

- (1) Where the Fund invest in the products offered by Deutsche Bank AG and any of its group companies (e.g. money market placement, etc.);
- (2) Where the Fund have obtained financing from Deutsche Bank AG and any of its group companies, as permitted under the Securities Commission's guidelines and other applicable laws; and
- (3) Where the Manager appoints the Trustee to perform its back office functions (e.g. fund accounting and valuation); and
- (4) Where the Trustee has delegated its custodian functions for the Fund to DBMB.

DTMB will rely on the Manager to ensure that any related party transactions, dealings, investments and appointments are on terms which are the best that are reasonably available for or to the Fund and are on an arm's length basis as if between independent parties.

While DTMB has internal policies intended to prevent or manage conflicts of interests, no assurance is given that their application will necessarily prevent or mitigate conflicts of interests. DTMB's commitment to act in the best interests of the Members of the Fund does not preclude the possibility of related party transactions or conflicts.

ANNEXURE – CLASS USD

This section is only a summary of the salient information about Class USD. You should read and understand the entire Information Memorandum before investing and keep the Information Memorandum for your records. In determining which investment is right for you, we recommend you speak to professional advisers.

CLASS INFORMATION

		Page
Currency denomination	USD	
Distribution policy	Distribution of income, if any, is incidental and subject to the availability of income and shall be in line with the dividend policy of the Target Fund.	15

FEES & CHARGES

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

Charges		Page
Application Fee	Up to 3.00% of the NAV per unit.	19
Withdrawal Penalty	Nil	19
Switching Fee	Nil	19
Transfer Fee	Nil	19
Other charges payable directly by you when purchasing or withdrawing units	Any applicable bank charges and other bank fees incurred as a result of an investment or withdrawal will be borne by you.	

This table describes the fees that you may **indirectly** incur when you invest in the Class.

Fees		Page
Management Fee	Up to 1.40% per annum of the NAV of the Class.	20
Trustee Fee	Up to 0.03% per annum of the NAV of the Fund, subject to a minimum yearly fee of MYR12,000.00 (including local custodian fees and charges but excluding foreign sub-custodian fees and charges).	20
Fund expenses	Only expenses that are directly related to the Fund can be charged to the Fund. Examples of relevant expenses are audit fee and tax agent's fee.	21
Other fees payable indirectly by you when investing in the Fund	Other fees indirectly incurred by a feeder fund such as dilution adjustment, annual depositary fees and transaction fees of the Target Fund. As such, you are indirectly bearing the dilution adjustment, depositary fees and transaction fees charged at the Target Fund level.	21

Note: Despite the maximum Application Fee disclosed above, you may negotiate with us or the Distributors for lower charges. However, you should note that we or the Distributors may, for any reason at any time, where applicable, accept or reject your request and without having to assign any reason, either generally (for all Sophisticated Investors) or specifically (for any particular Sophisticated Investor, a group of Sophisticated Investors or investments made via any digital platform) without prior notice to you.

We may, for any reason at any time, where applicable, waive or reduce the amount of any fees (except the Trustee Fee) or other charges payable by you in respect of the Fund, either generally (for all Sophisticated Investors) or specifically (for any particular Sophisticated Investor, a group of Sophisticated Investors or investments made via any digital platform) and for any period or periods of time at our absolute discretion.

All fees and charges payable by you and/or the Fund are subject to any applicable taxes and/or duties as may be imposed by the government or other authorities (if any) from time to time. As a result of changes in any rule, regulation, directive, notice and/or law issued by the government or relevant authority, there may be additional cost to the fees, expenses, charges and/or taxes payable to and/or by you and/or the Fund as disclosed or illustrated in the Information Memorandum.

We have the discretion to amend the amount, rate and/or terms and conditions for the above-mentioned fees and charges from time to time, subject to the requirements stipulated in the Deed. Where necessary, we will notify the Trustee and communicate to you on the amendments to the fees and charges.

TRANSACTION INFORMATION

		Page
Minimum initial investment	USD 5000 or such other amount as we may decide from time to time.	25
Minimum additional investment	USD 1000 or such other amount as we may decide from time to time.	25
Minimum withdrawal	1000 units or such other number of units as we may decide from time to time.	25
Minimum balance	2,500 units or such other number of units as we may decide from time to time.	26
Switching	<p>Switching will be conducted based on the value of your investment in the Class. The minimum amount for a switch is subject to:</p> <ul style="list-style-type: none"> ▪ for switching out of the Class: <ul style="list-style-type: none"> ○ the minimum withdrawal applicable to the Class; and ○ the minimum balance required (after the switch) for the Class, unless you are withdrawing from the Class in entirety; ▪ for switching into the Class: <ul style="list-style-type: none"> ○ the minimum initial investment amount or the minimum additional investment amount (as the case may be) applicable to the Class; and ○ the Switching Fee applicable for the proposed switch (if any). <p>You may negotiate to lower the amount for your switch with us or our Distributors.</p>	26
Transfer facility	We may, at our absolute discretion, allow/refuse Unit holders to transfer their units to another eligible Sophisticated Investors subject to such terms and conditions as may be stipulated by us from time to time.	26
Cooling-off period	There is no cooling-off right	26

Note: You may request for a lower amount or number of units when purchasing units (or additional units) or withdrawing units, which will be at our sole and absolute discretion. However, you should note that we may, for any reason at any time, where applicable, accept or reject a lower amount or number of units and without having to assign any reason, either generally (for all Sophisticated Investors) or specifically (for any particular Sophisticated Investor, a group of Sophisticated Investors or investments made via any digital platform) without prior notice to you. We may also, for any reason at any time, where applicable, reduce the minimum balance, either generally (for all Sophisticated Investors) or specifically (for any particular Sophisticated Investor, a group of Sophisticated Investors or investments made via any digital platform) without prior notice to you. For increase in the amount or number of units for minimum withdrawal and minimum balance, we will require concurrence from the Trustee and you will be notified of such changes before implementation.

There are fees and charges involved and you are advised to consider them before investing in the Fund.

We have the discretion to amend the amount, rate and/or terms and conditions of the transaction information herein, subject to the requirements stipulated in the Deed. Where necessary, we will notify the Trustee and communicate to you on the amendments to the transaction information.

ANNEXURE – CLASS MYR

This section is only a summary of the salient information about Class MYR-Hedged. You should read and understand the entire Information Memorandum before investing and keep the Information Memorandum for your records. In determining which investment is right for you, we recommend you speak to professional advisers.

CLASS INFORMATION

		Page
Currency denomination	MYR	
Distribution policy	Distribution of income, if any, is incidental and subject to the availability of income and shall be in line with the dividend policy of the Target Fund.	15

FEES & CHARGES

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

Charges		Page
Application Fee	Up to 3.00% of the NAV per unit.	19
Withdrawal Penalty	Nil	19
Switching Fee	Nil	19
Transfer Fee	Nil	19
Other charges payable directly by you when purchasing or withdrawing units	Any applicable bank charges and other bank fees incurred as a result of an investment or withdrawal will be borne by you.	

This table describes the fees that you may **indirectly** incur when you invest in the Class.

Fees		Page
Management Fee	Up to 1.40% per annum of the NAV of the Class.	20
Trustee Fee	Up to 0.03% per annum of the NAV of the Fund, subject to a minimum yearly fee of MYR12,000.00 (including local custodian fees and charges but excluding foreign sub-custodian fees and charges).	20
Fund expenses	Only expenses that are directly related to the Fund can be charged to the Fund. Examples of relevant expenses are audit fee and tax agent's fee.	21
Other fees payable indirectly by you when investing in the Fund	Other fees indirectly incurred by a feeder fund such as dilution adjustment, annual depositary fees and transaction fees of the Target Fund. As such, Unit holders are indirectly bearing the dilution adjustment, depositary fees and transaction fees charged at the Target Fund level.	21

Note: Despite the maximum Application Fee disclosed above, you may negotiate with us or the Distributors for lower charges. However, you should note that we or the Distributors may, for any reason at any time, where applicable, accept or reject your request and without having to assign any reason, either generally (for all Sophisticated Investors) or specifically (for any particular Sophisticated Investor, a group of Sophisticated Investors or investments made via any digital platform) without prior notice to you.

We may, for any reason at any time, where applicable, waive or reduce the amount of any fees (except the Trustee Fee) or other charges payable by you in respect of the Fund, either generally (for all Sophisticated Investors) or specifically (for any particular Sophisticated Investor, a group of Sophisticated Investors or investments made via any digital platform) and for any period or periods of time at our absolute discretion.

All fees and charges payable by you and/or the Fund are subject to any applicable taxes and/or duties as may be imposed by the government or other authorities (if any) from time to time. As a result of changes in any rule, regulation, directive, notice and/or law issued by the government or relevant authority, there may be additional cost to the fees, expenses, charges and/or taxes payable to and/or by you and/or the Fund as disclosed or illustrated in the Information Memorandum.

We have the discretion to amend the amount, rate and/or terms and conditions for the above-mentioned fees and charges from time to time, subject to the requirements stipulated in the Deed. Where necessary, we will notify the Trustee and communicate to you on the amendments to the fees and charges.

TRANSACTION INFORMATION

		Page
Minimum initial investment	MYR 10,000 or such other amount as we may decide from time to time.	25
Minimum additional investment	MYR 5,000 or such other amount as we may decide from time to time.	25
Minimum withdrawal	1000 units or such other number of units as we may decide from time to time.	25
Minimum balance	5000 units or such other number of units as we may decide from time to time.	26
Switching	<p>Switching will be conducted based on the value of your investment in the Class. The minimum amount for a switch is subject to:</p> <ul style="list-style-type: none"> ▪ for switching out of the Class: <ul style="list-style-type: none"> ○ the minimum withdrawal applicable to the Class; and ○ the minimum balance required (after the switch) for the Class, unless you are withdrawing from the Class in entirety; ▪ for switching into the Class: <ul style="list-style-type: none"> ○ the minimum initial investment amount or the minimum additional investment amount (as the case may be) applicable to the Class; and ○ the Switching Fee applicable for the proposed switch (if any). <p>You may negotiate to lower the amount for your switch with us or our Distributors.</p>	26
Transfer facility	We may, at our absolute discretion, allow/refuse Unit holders to transfer their units to another eligible Sophisticated Investors subject to such terms and conditions as may be stipulated by us from time to time.	26
Cooling-off period	There is no cooling-off right.	26

Note: You may request for a lower amount or number of units when purchasing units (or additional units) or withdrawing units, which will be at our sole and absolute discretion. However, you should note that we may, for any reason at any time, where applicable, accept or reject a lower amount or number of units and without having to assign any reason, either generally (for all Sophisticated Investors) or specifically (for any particular Sophisticated Investor, a group of Sophisticated Investors or investments made via any digital platform) without prior notice to you. We may also, for any reason at any time, where applicable, reduce the minimum balance, either generally (for all Sophisticated Investors) or specifically (for any particular Sophisticated Investor, a group of Sophisticated Investors or investments made via any digital platform) without prior notice to you. For increase in the amount or number of units for minimum withdrawal and minimum balance, we will require concurrence from the Trustee and you will be notified of such changes before implementation.

There are fees and charges involved and you are advised to consider them before investing in the Fund.

We have the discretion to amend the amount, rate and/or terms and conditions of the transaction information herein, subject to the requirements stipulated in the Deed. Where necessary, we will notify the Trustee and communicate to you on the amendments to the transaction information.