

Ethereal Growth Fund

INFORMATION MEMORANDUM

This Information Memorandum is dated 28 February 2023

Manager : **Ethereal Capital Sdn Bhd**
Registration No.: 202101033919 (1434219H)

Trustee : **Mtrustee Berhad**
Registration No.: 198701004362 (163032V)

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

FOR INFORMATION CONCERNING CERTAIN RISK FACTORS WHICH SHOULD BE CONSIDERED BY PROSPECTIVE INVESTORS, SEE "RISK FACTORS" UNDER SECTION 4.

UNITS OF ETHEREAL GROWTH FUND CAN ONLY BE SOLD TO SOPHISTICATED INVESTORS.

RESPONSIBILITY STATEMENTS

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

STATEMENT OF DISCLAIMER

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

INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THIS INFORMATION MEMORANDUM AND OBTAIN PROFESSIONAL ADVICE BEFORE SUBSCRIBING TO THE UNITS OF THE FUND. IF IN DOUBT, PLEASE CONSULT A PROFESSIONAL ADVISER.

RISK DISCLOSURE STATEMENTS

In the event some of the underlying investments of the Ethereal Growth Fund are not actively traded, potential investors are warned that under such circumstances, they may face difficulties in redeeming their investments. Investors are advised to read the Information Memorandum and obtain professional advice before subscribing to Units of the Ethereal Growth Fund. Investors should note that they may seek recourse under the Capital Markets and Services Act 2007 for breaches of securities laws including any statement in the Information Memorandum that is false, misleading, or from which there is a material omission; or for any misleading or deceptive act in relation to the Information Memorandum or the conduct of any other person in relation to the Ethereal Growth Fund.

1. DEFINITION

In this information memorandum, the following abbreviations or words shall have the same following meaning unless otherwise stated:

Act/ CMSA	The Capital Markets and Services Act, 2007 including all amendments thereto.
Bursa Malaysia	The stock exchange managed or operated by Bursa Malaysia Securities Berhad.
Business Day	A day (other than a Saturday, Sunday or public holiday) on which Bursa Malaysia is open for trading or banks in Kuala Lumpur are open for business.
Deed(s)	The deed in respect of the Fund and any other supplemental deed that may be entered into between the Manager and the Trustee.
Fund	Ethereal Growth Fund
Guidelines	Guidelines on Unlisted Capital Markets Products under the Lodge and Launch Framework and any other relevant guidelines issued by the SC.
High-Water-Mark or HWM	The highest NAV per Unit that the Fund has achieved in the history of the Fund, after subtracting all income distribution declared afterwards.
Hurdle Value	The NAV per Unit that the Fund must achieved for the year before it can charge a performance fee, subject to the NAV per Unit exceeding the HWM. The Hurdle Value is determined by applying the multiplication of the Hurdle Rate with the Fund's previous year end NAV per Unit.
Hurdle Rate	A rate of return that the Fund must achieve before it can charge a performance fee. The Hurdle Rate of the Fund is set at 7%.
Information Memorandum	Information memorandum in respect of the Fund as may be amended or replaced from time to time.
Liquid Assets	Current deposits and/ or fixed deposits placed with financial institutions and/ or money market instruments, all of which has less than one (1) year to maturity at the time of holding.
Long Term	A period of five (5) years and above.
Manager	Ethereal Capital Sdn. Bhd. (2021101033919).
Net Asset Value or NAV	Total value of all the Fund's assets minus its liabilities at the valuation point.
Net Asset Value per Unit or NAV per Unit	The NAV of the Fund divided by the total number of Units in circulation at the valuation point.
Performance Period	A period of 12 months beginning from 1st January until 31st December to coincide with the start and the end of the Fund's financial year. However, the Fund's financial year may be more or less than 12 months in the first year, depending on when the Fund is launched.
Redemption Price	The NAV per Unit payable to a Unit Holder pursuant to a redemption of a Unit; for the avoidance of doubt, the redemption price does not include any redemption charge which may be imposed.

SC	Securities Commission Malaysia.
Sophisticated Investor	<p>Any person who:-</p> <p>(a) falls within any of the categories of investors set out in Part 1, Schedule 6 and 7 of the CMSA as the following:</p> <p>High-Net-Worth Individual</p> <ol style="list-style-type: none"> 1. An individual whose total net personal assets, or total net joint assets with his or her spouse, exceed RM3 million or its equivalent in foreign currencies, excluding the value of the individual's primary residence. 2. An individual who has a gross annual income exceeding RM300,000 or its equivalent in foreign currencies per annum in the preceding twelve months. 3. An individual who, jointly with his or her spouse, has a gross annual income exceeding RM400,000 or its equivalent in foreign currencies per annum in the preceding twelve months. 4. An individual whose total net personal investment portfolio or total net joint investment portfolio with his or her spouse, in any capital market products exceeding RM1 million or its equivalent in foreign currencies. <p>High-Net-Worth Entity(ies)</p> <ol style="list-style-type: none"> 5. A company that is registered as a trust company under the Trust Companies Act 1949 which has assets under management exceeding RM10 million or its equivalent in foreign currencies. 6. A corporation that is a public company under the Companies Act 2016 which is approved by SC to be a trustee under the Act and has assets under its management, exceeding RM10 million or its equivalent in foreign currencies. 7. A corporation that is carrying on the regulated activity of fund management solely for the benefit of its related corporations and has assets under its management exceeding RM10 million or its equivalent in foreign currencies. 8. A corporation with total net assets exceeding RM10 million or its equivalent in foreign currencies based on the last audited accounts. 9. A partnership with total net assets exceeding RM 10 million or its equivalent in foreign currencies. 10. A statutory body established under any laws unless otherwise determined by the Securities Commission P.U. (A) 52. 11. A pension fund approved by the Director General of Inland Revenue under the Income Tax Act 1967. <p>Accredited Investor</p> <ol style="list-style-type: none"> 12. A unit trust scheme, private retirement scheme or prescribed investment scheme. 13. Bank Negara. 14. A licensed person or a registered person. 15. An exchange holding company, a stock exchange, a derivatives exchange, an approved clearing house, a central depository or a recognized market operator.

	<p>16. A corporation that is licensed, registered or approved to carry on any regulated activity or capital market services by an authority in Labuan or outside Malaysia which exercises functions corresponding to the functions of the SC.</p> <p>17. A bank licensee or an insurance licensee as defined under the Labuan Financial Services and Securities Act 2010 [Act 704].</p> <p>18. An Islamic bank licensee or a takaful licensee as defined under the Labuan Islamic Financial Services and Securities Act 2010 [Act 705].</p> <p>19. A chief executive officer or a director of any person referred to in paragraphs 14, 15, 16, 17, and 18.</p> <p>20. A closed-end fund approved by SC.</p> <p>Or: (b) acquires unlisted capital market products where the consideration is not less than RM250,000 or its equivalent in foreign currencies for each transaction whether such amount is paid for in cash or otherwise.</p>
Special Resolution	A resolution passed at a meeting of Unit Holders duly convened in accordance with this Deed by a majority of not less than three-fourths (3/4) of the Unit Holders present and voting at the meeting in person or by proxy; for the avoidance of doubt, “three-fourths (3/4) of the Unit Holders present and voting at the meeting in person or by proxy” means three-fourths (3/4) of the votes cast by the Unit Holders present and voting at the meeting in person or by proxy; for the purposes of terminating the Fund, “Special Resolution” means a resolution passed at a meeting of Unit Holders duly convened in accordance with this Deed by a majority in number representing at least three-fourths (3/4) of the value of the Units held by the Unit Holders present and voting at the meeting in person or by proxy.
Trustee	MTrustee Berhad (198701004362 (163032-V)).
Unit(s)	A measurement of the right or interest of a Unit Holder in the Fund including fraction of a unit.
Unit Holder(s)	The person(s) for the time being registered under the provisions of the Deed as the holder of a Unit or Units and person(s) jointly registered for the Fund.

2. CORPORATE DIRECTORY

MANAGER	Ethereal Capital Sdn. Bhd. (202101033919)
BUSINESS OFFICE	Unit SO-8-3, 8 th Floor, Strata Office Tower, KL Eco City, No 3, Jalan Bangsar, 59200 Kuala Lumpur, Malaysia
TRUSTEE	MTrustee Berhad (198701004362 (163032-V))
REGISTERED OFFICE	B-2-9 (2 nd Floor), Pusat Perdagangan Kuchai, No.2, Jalan 1/127, Off Jalan Kuchai Lama, 58200 Kuala Lumpur, Malaysia
BUSINESS OFFICE	Level 15, Menara AmFirst, No.1, Jalan 19/3, 46300 Petaling Jaya, Selangor, Malaysia

3. INFORMATION OF THE FUND

Fund Type	Growth Fund
Fund Category	Wholesale Mixed Asset Fund
Base Currency	Ringgit Malaysia
Financial Year End	31 st December
Trustee	MTrustee Berhad
Deed	Deed dated 14 th February 2023
Investment Objective	<p>The Fund aims to provide Medium to Long Term* capital growth.</p> <p>Any material changes to the Fund's objective would require Unit Holders' approval.</p> <p>* medium to long term means a period of 3 years and above.</p>
Investor Profile	<p>The Fund is suitable for Sophisticated Investors who: -</p> <ul style="list-style-type: none"> • have a medium to high risk tolerance; and • seek capital growth.
Asset Allocation	<ul style="list-style-type: none"> - Up to 100% the Fund's NAV will be invested in equities and equity-related securities. - Up to 100% of the Fund's NAV will be invested in fixed income securities, money market instruments and deposits. - Up to 100% of the Fund's NAV may be invested in collective investment schemes. - Up to 100% of the Fund's NAV may be invested in derivatives and embedded derivatives.
Reference Benchmark	Absolute return of 7.00% per annum.
Initial Offer Period & Initial Offer Price	<p>Initial offer period shall be for a period of not more than 7 calendar days from the launch date of the Fund. However, the initial offer period shall be shortened by the Manager in the event the Manager determines that it is in the best interest of the Unit Holders.</p> <p>The initial offer price during the initial offer period is set at RM1.00 only.</p>
Tenure	The Fund is an open-ended fund which means there is no maturity date for the Fund and the Fund may only be terminated in accordance with the terms of this Information Memorandum and the provisions of the Deed.
Investment Style & Strategy	<p>The Fund will adopt a tactical asset allocation strategy depending on the prevailing market conditions. At any one time, the asset mix may comprise one or all asset classes.</p> <p>The Fund will have the flexibility to invest in a diversified range of investment instruments such as equities and equity-linked instruments, fixed income instruments such as debentures, money market instruments and/or deposits.</p>

Additionally, the Fund will have the option to invest in collective investment schemes, structured products, and derivatives.

The Fund will invest primarily in equity and equity-linked instruments such as warrants issued by companies. For the purpose of diversification, the investment strategy of the Fund would be unconstrained by any market capitalisation or sector. With our aim to maximize the Fund's growth potential, the Manager will also have the option to invest into unlisted securities where those companies are likely to develop into future industry leaders.

In equity selection process, the Manager seeks to identify companies that the Manager believes are attractively valued relative to medium to long-term growth that these companies can achieve. These companies will be identified through internal research, and by subjecting them to a disciplined set of growth, valuation and quality criteria. Criteria that are looked at during the investment selection process include sales and profit growth, financial strength and gearing levels, capital expenditure levels, as well as the management's commitment to rewarding shareholders via dividends or capital repayments.

When selecting fixed income instruments, the selection will depend largely on the credit quality of the issuers, as well as criteria such as the ability to meet their financial obligations, displays healthy cash flow, the collateral type, value, claims priority, as well as issuances that offer the highest safety for timely payment of interest and capital.

The asset allocation decision between equities and fixed income instruments is decided based on the consideration of the market outlooks for the respective asset classes over the medium to long-term horizon. Under normal market conditions, the Manager will likely have a higher exposure to the equity market to capitalise on growth potential. However, the Manager may reduce the equity exposure of the Fund when the risk reward environment turns less attractive, and thus increasing the Fund's exposure to the fixed income market instead.

The Fund may also invest in collective investment schemes that have a similar investment objective to the Fund. These instruments may include, but not be limited to real estate investment trusts (REITs), exchange traded funds and mutual funds including mutual funds managed by us. In this instance, the Manager will ensure that there will be no improper use of our position in managing the Fund to gain, directly or indirectly, any advantage or to cause detriment to your interest, and investments into the said Instruments will be done in the best interest of the Fund.

Due to the fast-paced market environment, the Manager will also have the option to invest in money market instruments and deposits with Financial Institutions while waiting for investment opportunities to arise in equities or fixed income markets. The selection of the issuers will depend largely on the credit quality and liquidity of the issuer based on our internal credit rating model.

The Fund may invest in derivatives and structured products for hedging purposes or to gain exposure to underlying assets which are not easily investible through stock exchanges. The Manager would only consider derivatives and structured product investments opportunistically or when there is a requirement for risk management (such as currency hedging). To mitigate the increased risk associated with these asset classes versus traditional equities, the Manager would conduct a more thorough due diligence and risk assessment before investing into these asset classes.

Permitted Strategy	<p>Unless otherwise prohibited by the relevant authorities or any relevant laws and provided always that there is no inconsistency with the investment objective of the Fund, the Fund will invest in the following permitted investments:</p> <ol style="list-style-type: none"> a) Securities listed on an Eligible Market; b) Securities not listed on or traded under the rules of an Eligible Market (“unlisted securities”); c) Units of collective investment schemes; d) Financial derivatives; e) Liquid assets (including money market instruments and deposits with any financial institutions); and f) Any other investments which may be permitted by the relevant authorities from time to time, provided that there is no inconsistency with the Fund’s objective. <p>For the purpose of the aforesaid, “Eligible Market” shall mean a market that:</p> <ul style="list-style-type: none"> • Is regulated by a regulatory authority; • Operates regularly; • Is open to the public; and • Has adequate liquidity for the purpose of the Fund.
Valuation of Investment	<p>The valuation bases of the permitted investments of the Fund are as follows:</p> <ol style="list-style-type: none"> a) Listed securities <p>Listed securities will be valued based on the closing market price of the said securities. However, if a valuation based on the market price does not represent the fair value of the securities, e.g. during abnormal market conditions, or no market price is available, including in the event of a suspension in the quotation of the securities for a period exceeding fourteen (14) days, or such shorter period as agreed by the Trustee, then the securities should be valued at fair value, as determined in good faith by the Manager based on the methods or bases approved by the Trustee after appropriate technical consultation.</p> b) Unlisted securities <p>For unlisted securities, valuations will be based on fair value using methods which are verified by the auditor of the Fund and approved by the Trustee.</p> c) Collective investment schemes <p>Units of collective investment schemes shall be valued based on the last published repurchase price.</p> d) Derivatives <p>Valuation of derivatives trades is modelled after risk management engines, which take into account, amongst others, a random process; it is the simulation of random changes in the underlying assets upon which those derivatives are based on. The market parameters such as volatility and interest rates are some of the variables used to value the derivatives itself. In any event, the Manager shall ensure that the investment is valued at fair value, as determined in good faith by the Manager. The methods or bases of valuation will have to be verified by the auditor of the Fund and approved by the Trustee.</p> e) Money market instruments

	<p>Investments in money market instruments are valued at book cost, meaning cost of acquisition plus accretion of discount on yield to maturity method.</p> <p>f) Deposits</p> <p>For current deposits and/or fixed deposits placed with financial institution, valuation will be performed by reference to the principal value provided by the financial institution that issues or provides such investments including interests accrued thereon for the relevant period, if any.</p> <p>g) Any other investments</p> <p>Fair value as determined in good faith by the Manager, on methods or bases which have been verified by the auditor of the Fund and approved by the Trustee.</p> <p>In accordance to the Financial Reporting Standard 139 issued by the Malaysian Accounting Standards Board, the Manager will for the purpose of valuing the Fund, obtain the daily price or value of the assets. In the absence of daily price or value of the assets, the Manager will use the latest available price or value of the assets respectively.</p>
Conflict of Interest	<p>The Manager shall avoid any conflict of interest whether real, potential or perceived. In the event a conflict cannot be avoided, the Manager shall give priority to the Unit Holder's interest to ensure the Unit Holder's interest is not disadvantaged.</p> <p>A conflict of interest may arise in relation to the personal dealings or investments of the Manager. As such, the Manager is required to operate a supervisory and internal control system to monitor the personal dealings and investments of each employee. This is to avoid any suspicion that personal dealings or investments are improper or based on "internal information".</p>

4. RISK FACTORS

This section provides potential investor with information on the general risks involved when investing in the Fund and the specific risks associated with the Fund.

4.1 General Risks of Investing in the Fund

The following are general risks involved in investing in this Fund:

a. Market Risk

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

b. Liquidity Risk

Liquidity risk arises from the lack of ease which securities can be traded at or near its fair value, depending on the volume traded on the market. It may occur when the Fund holds securities which are thinly traded, and if at the same time, the Fund experiences large redemptions, which in turn, would require the selling of securities at a point in time when prices are unfavourable due to insufficient buyers in the market. This risk is mitigated by diversifying the investment in a wide range of securities and limiting exposures to securities with poor liquidity.

c. Non-Compliance Risk

This risk refers to the possibility that the Manager may not follow the provisions set out in this Information Memorandum or the Deed or the laws, rules, guidelines or internal operating policies which governs the Fund. Non-compliance may occur directly due to factors such as human error or system failure and can also occur indirectly due to amendment on the relevant regulatory frameworks, laws, rules, and other legal practices affecting the Fund. This risk may result in operational disruptions and potential losses to the Fund. The Manager aims to mitigate this risk by placing stringent internal controls and compliance monitoring processes to ensure that the Fund is in compliance with the relevant fund regulations or guidelines.

d. Operational Risk

This risk refers to the possibility of a breakdown in the Manager's internal controls. The breakdown may be a result of human error, system failure or fraud by employees of the Manager. This risk may cause monetary loss and/or inconvenience to investor. The Manager will regularly review its internal policies and system capabilities to mitigate instances of this risk. Additionally, the Manager will maintain a strict segregation of duties to mitigate instances of fraudulent practices amongst employees of the Manager.

4.2 Specific Risks of the Fund

a. Stock Specific Risk

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

b. Currency Risk

As the investments of the Fund may be denominated in currencies other than the base currency of the Fund, any fluctuation in the exchange rate between the base currency of the Fund and the currencies in which the investments are denominated may have an impact on the value of these investments. Investors should be aware that if the currencies in which the investments are

denominated depreciate against the base currency of the Fund, this will have an adverse effect on the NAV of the Fund in the base currency of the Fund and vice versa. Investors should note that any gains or losses arising from the fluctuation in the exchange rate may further increase or decrease the returns of the investment.

c. Country Risk

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

d. Equity-related Securities Risk

The risk of investing in equity-related securities is generally higher than their underlying equities. The pricing of the equity-related securities will depend on the price movements of their underlying equities. Any change to the pricing of the underlying equities would either positively or negatively impact the value of the equity-related securities hence impacting the NAV of the Fund.

e. Credit/Default/Counterparty Risk

This risk refers to the inability of the issuers to fulfil their financial obligations to the Fund in a timely manner. This risk concerns the Fund's investment in equity-related securities, derivatives, embedded derivatives, fixed income securities and money market instruments. To reduce this risk, the Manager emphasizes on stringent credit selection process in selecting issuers and maintain monitoring mechanism to manage this risk.

f. Tactical Asset Allocation Fund Risk

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

g. Collective Investment Schemes Risk

Investing in collective investment schemes may be more costly to the Fund than if the Fund had invested in the underlying investments directly as the Fund will indirectly be paying the fees and expenses of the collective investment schemes.

Risk Management Strategies and Techniques

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

It is important to note that events affecting the investments cannot always be foreseen. Therefore, it is not always possible to protect investments against all risks. The asset classes generally exhibit different levels of risks. Please note that the returns of the Fund are not guaranteed.

The investments of the Fund carry risks and investors are recommended to read the whole Information Memorandum to assess the risks of the Fund.

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

5. FEES, CHARGES AND EXPENSES

It is important that investors fully understand the fees and charges associated with an investment in the Fund.

Before making any investment decision, the fees and charges must be considered to assess the pros and cons of investing in the Fund.

The following describes the fees/charges that investors may **directly** incur:

5.1 Sales Charge

Up to 5.00% of investment amount. The Manager will impose a sales charge which can be levied on an investor's investment amount/ purchase amount, net of bank charges (if any). The Manager reserves the right to waive or reduce the sales charge from time to time at its absolute discretion.

5.2 Redemption Charge

Up to 2.00% redemption fee will be chargeable on the NAV per Unit if the redemption application is made within twelve (12) months since the initial investment application. There will be no redemption fee after twelve (12) months of investment. The Manager may at its absolute discretion reduce or waive the redemption charge imposed on any investor from time to time.

5.3 Management Fee

The Manager is entitled to a management fee of up to one point eight per cent (1.8%) per annum of the NAV of the Fund, calculated and accrued daily and payable monthly to the Manager.

Please note that the example below is for illustration only:

Assuming the NAV of the Fund (before deducting the management fee and trustee fee) at the end of day is RM10,000,000.00 with the annual management fee of 1.80%, then the accrued management fee at the end of day would be:-

$RM10,000,000.00 \times 1.8\% \div 365 \text{ days}^* = RM493.15$

Total management fee payable for that particular day = RM493.15

*In the event of a leap year, the annual management fee will be divided by 366 days.

5.4 Performance Fee

The Manager will earn a twenty per cent (20%) performance fee on the appreciation in the NAV per Unit over and above the Hurdle Value during a particular Performance Period. For the benefit of the Unit Holders, the Manager imposes a Hurdle Rate and High-Water-Mark ("HWM") requirement, in which the Fund's performance have to exceed before the Manager is eligible to charge a performance fee.

The performance fee is calculated and adjusted on a daily basis. Although the calculation is on a daily basis, the performance fee is only payable to the Manager at the end of each calendar year if the NAV per Unit is above the Hurdle Value and HWM at the end of the particular calendar year.

The Hurdle Value is determined by adjusting the Hurdle Rate, which is equivalent to the Reference Benchmark of the Fund, to the closing NAV per unit on the last Business Day of the preceding calendar year, after subtracting any income distribution declared. During the inception year of the Fund, which the closing NAV per unit on the last Business Day of the preceding calendar year is not available, the Hurdle Value will be determined by adding the Hurdle Rate (adjusted proportionately to the calendar days remaining after the initial offer period) to the initial offering price.

Meanwhile, the HWM is determined by the highest year-end NAV per unit achieved during the history of the Fund, after subtracting all income distribution declared afterwards.

If the Manager's appointment is terminated during a Performance Period, the performance fee in respect of the then current Performance Period will be calculated and paid as though the date of termination were the end of the relevant Performance Period.

If investors subscribe at a time when the NAV per Unit of is less than the HWM per Unit, the Manager may from time to time at its sole discretion, requires the Unit Holder to pay performance fee with respect to any subsequent appreciation if the NAV exceeds the hurdle value at the end of Performance Period. With respect to any subsequent appreciation in the value of those Units at the date of subscription up to the HWM per Unit, the performance fee will be charged at the end of each Performance Period by redeeming such number of Units, after accrual for any performance fee. An amount equal to the aggregate NAV per Unit redeemed will be paid to the Manager as performance fee.

The Manager may from time to time at its sole discretion and out of its own resources decide to waive or rebate part or all of the performance fee (if any) to some or all relevant Unit Holders. Any such rebate may be applied in paying up additional Units to be issued to the relevant Unit Holders, or may, at the discretion of the Manager, be paid in cash.

Illustration:

Year 1

Day	Units in circulation	NAV per unit before performance fee	NAV per unit after performance fee	Hurdle Value	HWM	Exceed Hurdle Mark	Cumulative Accrued Performance fee
1	1,000,000	1.0000	1.0000	1.0700	1.0000	NO	0
2	1,000,000	1.0200	1.0200	1.0700	1.0000	NO	0
3	1,000,000	1.0300	1.0300	1.0700	1.0000	NO	0
4	1,000,000	1.0500	1.0500	1.0700	1.0000	NO	0
5	1,000,000	1.1000	1.0940	1.0700	1.0000	YES	6,000
6	1,500,000	1.0800	1.0780	1.0700	1.0000	YES	3,000
7	1,500,000	1.0500	1.0500	1.0700	1.0000	NO	0
30	1,500,000	1.0900	1.0860	1.0700	1.0000	YES	6,000
365	1,500,000	1.1200	1.1100	1.0700	1.0000	YES	15,000

Year 2

Day	Units in circulation	NAV per unit before performance fee	NAV per unit after performance fee	Hurdle Value	HWM	Exceed Hurdle Mark	Cumulative Accrued Performance fee
1	1,500,000	1.1800	1.1800	1.1877	1.1100	NO	0
2	1,500,000	1.2200	1.2135	1.1877	1.1100	YES	9,690
3	1,500,000	1.2300	1.2215	1.1877	1.1100	YES	12,690
4	1,500,000	1.2100	1.2055	1.1877	1.1100	YES	6,690
5	1,500,000	1.1500	1.1500	1.1877	1.1100	NO	0
6	1,500,000	1.2000	1.1975	1.1877	1.1100	YES	3,690
7	1,500,000	1.1500	1.1500	1.1877	1.1100	NO	0
30	1,500,000	1.2100	1.2055	1.1877	1.1100	YES	6,690
365	1,500,000	1.1800	1.1800	1.1877	1.1100	NO	0

Based on the figures in the illustration above, the HWM for the Performance Period in Year 1 is RM1 which is also the NAV per Unit on Day 1 and hence, the Hurdle Value is RM1.07. The hurdle value for year 2 will be RM1.1877 (RM1.11 x 1.07). The hurdle value for year 3 will be RM1.2626 (RM1.18 x 1.07).

The performance fee is then calculated as follows:

Performance fee for year 1

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

= (RM1.12 – RM1.07) x 20% x 1,500,000 Units = RM15,000

As illustrated above, the performance fee, if any, will be adjusted on a daily basis. Adjustment is done by reversing the daily accrued performance fee payable to the Manager. For example, on Day 6 of Year 1, the accrued performance fee on Day 5, which is RM6,000 will be reversed back to the Fund and the performance fee of RM3,000 will be accrued on Day 6. On Day 365, which is the last Business Day of Year 1, the NAV per Unit (before performance fee) appears higher than the Hurdle Value; therefore, the Manager is entitled to charge a performance fee of RM15,000 at the end of the Performance Period for Year 1. Where the NAV per Unit (before performance fee) on the last Business Day of Year 2 is lower than the Hurdle Value, no performance fee is payable to the Manager at the end of the Performance Period for Year 2.

5.5 Trustee Fee

The Trustee is entitled to a trustee fee of 0.04% per annum (excluding foreign custodian fee) of the NAV of the Fund, subject to a minimum fee of RM8,000 per annum. The trustee fee is calculated and accrued daily (excluding foreign custodian fees and charges) and payable monthly to the Trustee.

Please note that the example below is for illustration only:

Assuming that the NAV of the Fund (before deducting the management fee and trustee fee) is RM10,000,000.00 at the end of day, the accrued trustee fee at the end of day would be:-

$RM10,000,000.00 \times 0.04\% \div 365 \text{ days}^* = RM10.96$

Total trustee fee payable for that particular day = RM10.96

*In the event of a leap year, the annual trustee fee will be divided by 366 days.

5.6 Fund Expenses

Only expenses directly related and necessary in operating and administering the Fund as provided in the Deed may be paid out of the Fund. These include the following:

- a) Commissions or fees paid to brokers or dealers in affecting dealings in the investments of the Fund;
- b) Tax and other duties charged on the Fund by the government and other authorities;
- c) The fees and other expenses properly incurred by the auditor and other relevant professional appointed for the Fund;
- d) Fees for the valuation of any investments of the Fund by independent valuers;
- e) Cost incurred for the modification of the Deed of the Fund other than those for the benefit of the Manager or Trustee;
- f) Foreign custodial charges and issuance of tax certificates by the Trustee;
- g) Cost of distribution of quarterly and annual reports;
- h) Costs, fees and expenses incurred for any meeting of the Unit Holders save where such meeting is convened for the benefit of the Manager and/or the Trustee; and
- i) Any other fees/expenses permitted in the Deed.

These costs shall be factored into the computation of the NAV.

There are fees and charges involved and investors are advised to consider the fees and charges before investing in the Fund as unit prices and distributions payable, if any, may go down as well as up.

The rates and amounts disclosed under Chapter 5 "Fees, Charges and Expenses" are exclusive of any sales and services tax or any relevant taxes imposed by the government and regulatory body(ies) from time to time.

6. TRANSACTION INFORMATION

6.1 Valuation Point

The assets of the Fund will be valued at least once every Business Day, except during the Fund's initial offer period. The valuation of the Fund will be carried out in a fair and accurate manner. The Fund will be valued at the end of every Business Day.

However, if the Fund has investments in foreign markets, the valuation of the Fund for a Business Day will be conducted by 12:00 p.m. (or such other time as may be determined by the Manager from time to time) on the following day in which the Manager is open for business.

6.2 Computation of NAV

The NAV of the Fund is determined by deducting the value of the Fund's liabilities from the value of the Fund's assets, as at the valuation point. For the purpose of computing the management fee and trustee fee, the NAV of the Fund should be inclusive of the management fee and the trustee fee for the relevant day.

The NAV per Unit is determined when the NAV of the Fund is divided by the total number of Units in circulation at the valuation point.

6.3 Pricing of Units

The Manager adopts a single pricing policy, i.e. the Selling Price and the Redemption Price is Net Asset Value per Unit. However, the Selling Price and the Redemption Price is fixed at the initial offer price during the Fund's initial offer period.

Selling Price

After the Fund's initial offer period, the selling price is the NAV per Unit as at the next valuation point of the Fund's relevant Business Day (forward pricing) after an application to purchase Units is received by the Manager.

The Selling Price does not include any sales charge. Sales charge will be computed separately based on the net investment amount, net of bank charges (if any).

Redemption Price

After the Fund's initial offer period, the redemption price is the NAV per Unit as at the next valuation point of the Fund's relevant Business Day (forward pricing) after a redemption request is received by the Manager.

6.4 Error in Pricing

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

- (a) by the Manager to the Fund; or
- (b) by the Fund to the Unit Holders or former Unit Holders.

However, reimbursement of money shall only apply if the error is at or above the significant threshold of 0.5% of the NAV per Unit and the amount to be reimbursed is equivalent to RM10.00 or more.

7. TRANSACTION DETAILS

7.1 Making an Investment

The minimum initial investment and minimum additional investment of the Fund are as below:

Fund	Minimum Initial Investment	Minimum Additional Investment
	RM50,000 or such other amount as may be determined by the Manager.	RM10,000 or such other amount as may be determined by the Manager.

Processing of Application

For any purchase application received by the Manager as well as cleared funds received on or before the cut off time of 4.00 p.m. on any Business Day, the Units would be created based on the NAV per Unit as at the next valuation point after the request for purchase of Units is received and accepted by the Manager. Any application received or deemed to have been received after this cut-off time would be considered as being transacted on the next Business Day.

7.2 Redemption of Units

Redemption request/application can be made on any Business Day. For any redemption application received by the Manager on or before 4.00 p.m., the Units would be cancelled based on the NAV per Unit as at the next valuation point after the request for redemption of Units is received and accepted by the Manager. Any redemption application received or deemed to have been received after this cut-off time would be considered as being transacted on the next Business Day.

Minimum Redemption and Restriction on Frequency of Redemption

There is no restriction on the number of times and Units a Unit Holder can redeem.

For partial redemption, the minimum redemption of Units is 10,000 Units and minimum balance of Units remaining in the Fund must always be 10,000 Units or such other amount as may be determined by the Manager. If the remaining balance of Units is less than 10,000 Units or any other amount as may be determined by the Manager due to redemption request, the Manager has the right to redeem the entire investment and close the account of any Unit Holder and forward all the proceeds to the respective Unit Holder without prior notice.

Minimum Units Held: 50,000 Units

Payment of Redemption Proceeds

Redemption proceeds will be paid within ten (10) Business Days from the Manager's receipt of a redemption request before the cut-off time of 4.00 p.m. on a Business Day. In the event the payment day is not a Business Day, the redemption proceeds will be paid to Unit Holders on the following Business Day.

The Manager shall remit the redemption proceeds to the Unit Holder's segregated personal or corporate banking account.

7.3 Transfer Ownership of Units

Transfer of ownership of Units is only allowed between Sophisticated Investors. There is no minimum Units allowed to be transferred.

7.4 Switching between Funds

Switching is not allowed for this Fund.

7.5 Income Distribution Policy and Distribution Mode

Income Distribution Policy

Distribution of the Fund, if any, will be incidental. The source of the income, if any, for the purpose of distribution shall be derived from the net realised income.

Distribution Mode

Distribution, if any, would be automatically re-invested into additional Units in the Fund at the NAV per Unit at the end of Business Day of the income distribution date at no cost if Unit Holder did not elect the mode of distribution in the account opening form or provide written instruction to the Manager. There is no additional cost associated with the re-investment.

Should a Unit Holder elect the mode of distribution in the account opening form or provide written instruction to the Manager for the income distribution to be paid out, the income distribution proceeds will either be paid by cheque or credited into the bank account located in Malaysia via telegraphic or online transfer at the cost and expense of the Unit Holder.

The Manager reserves the right to reinvest income distribution without providing any reason if the instruction in the account opening form or written instruction is incomplete.

Reinvestment

The Manager will create such Units based on the NAV per Unit at the income payment date (which is within ten (10) Business Days from the ex-distribution date).

Investors are advised not to make payment in physical cash to any individual or bank in to individual's account when purchasing Units of the Fund.

7.6 Unclaimed Monies

Any monies other than unclaimed income distribution payable to Unit Holders which remain unclaimed for one (1) year will be handled in accordance with the requirements of the Unclaimed Moneys Act, 1965.

7.7 Unclaimed Income Distribution

If Unit Holders elect to receive income distribution in the form of cheques and the Unit Holders do not deposit the cheques within six (6) months from the date of issuance of the said cheques, the Manager shall automatically reinvest the income amount into additional Units of the Fund at the NAV per Unit at the end of the expiry date of the said cheques provided that the Unit

Holders still have an account with the Manager. For the avoidance of doubt, there will not be any sales charge imposed for the investment.

7.8 Anti-Money Laundering Policies and Procedures

The Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 (AMLA) is the act that provides for the offence of money laundering and also the measures to be taken for the prevention of money laundering and terrorism financing offences. The Financial Intelligent and Enforcement Department (FIED) of Bank Negara Malaysia has been established to carry out the functions as the competent authority under the AMLA. All market intermediaries under the Act and management companies approved by the SC under the Act are obliged to comply with the provisions of the AMLA.

When opening new accounts and entering into a transaction with a client, the Manager identifies and verifies the client through documents such as identity card, passport, birth certificate, constituent documents or any other official documents, whether in the possession of a third party or otherwise. Such documents shall be filed by the Manager in accordance with relevant laws. Where the Manager

suspects that a particular transaction may not be genuine, a report will be made to the FIED.

7.9 Policy on Rebates and Soft Commission

It is the Manager's policy to credit all rebates to the account of the Fund.

However, goods and services ("soft commission") provided by any broker or dealer may be retained by the Manager or the fund manager only if the goods and services are of demonstrable benefit to the Unit Holders and in the form of research and advisory services that assist in the decision making process relating to the Fund's investments, such as research materials and computer software, which are incidental to the investment management activities of the Fund and any dealing with the broker or dealer is executed on terms which are the most favourable for the Fund.

8. THE MANAGER

8.1 Background Information

This Fund will be managed by Ethereal Capital Sdn. Bhd. which was incorporated on 14 October 2021. Ethereal Capital is a holder of a capital markets services license issued by the SC on 9 November 2022 under the CMSA to carry out the regulated activity of fund management in relation to portfolio management (boutique).

8.2 Functions, Duties and Responsibilities of the Manager

The Manager is responsible for the sales and management of the Fund. It also has a duty to ensure that the general administration of the Fund is done in accordance with the provisions of this Information Memorandum and the Manager's internal policies. In fulfilling its responsibility, the Manager undertakes, among others, the following functions:

- Maintaining proper records for the Fund and the register of Unit Holders;
- Selecting and managing investments of the Fund;
- Calculating the amount of income for cash distributions/unit splits to Unit Holders;
- Providing sales, marketing and customer service support to Unit Holders;
- Ensuring compliance with internal procedures and all relevant laws;

8.3 Manager's Disclosure of Material Litigation

As at 30 December 2022, Ethereal Capital Sdn. Bhd. is not engaged in any material litigation and arbitration, including those pending or threatened, and is not aware of any fact likely to give risk to any proceedings which might materially affect the business or financial position of Ethereal Capital Sdn. Bhd.

8.4 Board of Directors of the Manager

The Board plays an active part in the affairs of the Manager. The Board meets at least once every quarter to receive recommendations and reports on investment activities from the investment committee of the Fund and the senior representatives of the Manager.

8.5 Designated Fund Manager

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

- (i) Chin Yee Weng

Yee Weng has more than 13 years of capital markets experience, encompassing fund management, equity research and strategic asset allocation. He was a Senior Portfolio Manager with a family office and before that, UOB Asset Management (Malaysia) ("UOBAM(M)"). He first joined UOBAM(M) as an equity analyst until his subsequent promotion to portfolio manager. Yee Weng started his career with Prudential Singapore as an actuary. He is a Bachelor of Business graduate with a double specialization in Actuarial Science and Banking and Finance from Nanyang Technological University, Singapore. Yee Weng is a CFA charter holder. He also holds a Capital Markets and Services Representative's License for the regulated activities of Fund Management from the Securities Commission Malaysia.

- (ii) See Kwan Chian

Kwan Chian has over 12 years of experience in the capital markets, with diverse experiences involving fund management, venture capital and corporate finance. He was working as a portfolio manager with institutions such as Tokio Marine and Principal Asset Management. Before that, he was an equity analyst with Meridian Asset Management. Prior to fund management, he was a corporate finance analyst with Maybank Investment Bank. He graduated with a double major degree in Accounting and Finance from Monash University. Kwan Chian is a CFA charter holder. He also holds a Capital Markets and Services Representative's License for the regulated activities of Fund Management from the Securities Commission Malaysia.

9. THE TRUSTEE

9.1 About MTrustee Berhad

MTrustee Berhad (“MTrustee”) was incorporated under the laws of Malaysia and registered as a trust company under the Trust Companies Act 1949. MTrustee is supervised by the Companies Commission of Malaysia in respect of the administration, by the Securities Commission of Malaysia in respect of the services rendered and by Bank Negara Malaysia in respect of AMLCFT matters.

9.2 Duties and Responsibilities of the Trustee

The Trustee’s functions, duties and responsibilities are set out in the Deed. The general function, duties and responsibility of the Trustee include, but are not limited to, the following:

- Acting as trustee and safeguarding the rights and interests of the Unit Holders;
- Holding the assets of the Fund for the benefit of the Unit Holders; and
- Exercising all the powers of a trustee and the powers that are incidental to the ownership of the assets of the Fund.

The Trustee has covenanted in the Deed that it will exercise all due diligence and vigilance in carrying out its functions and duties, and in safeguarding the rights and interests of Unit Holders.

9.3 Trustee’s Statement of Responsibility

The Trustee has given its willingness to assume the position as trustee of the Fund and is willing to assume all its obligations in accordance with the Deed, the Act and all relevant laws. In respect of monies paid by an investor for the application of Units, the Trustee’s responsibility arises when the monies are received in the relevant account of the Trustee for the Fund and in respect of redemption, the Trustee’s responsibility is discharged once it has paid the redemption amount to the Manager.

9.4 Trustees’ Disclosure of Material Litigation

Legal proceedings have been initiated against the Trustee by one Ling Ngong Hiang, suing in his own capacity and as representative of other investors in the Golden Palm Growers Scheme (“Scheme”), in Kuala Lumpur High Court Civil Suit No. WA-22NCvC-156-03/2022.

The allegations against the Trustee broadly cover failing to protect the interests of the Scheme’s investors, breach of statutory and fiduciary duties as trustee of the Scheme, and acting in concert with the manager of the Scheme against the interests of the investors.

The Trustee’s solicitors are of the view that, based on a review of the Prospectuses for the Scheme, the Trust Deed and other related documents, the legal proceedings are misconceived as the allegations go beyond the defined and stated roles of the Trustee.

The Trustee’s solicitors are also of the view that the Trustee’s chances of successfully defending the claim are more than even and the legal proceeding will not materially and adversely affect its financial position or business.

9.5 The Trustee’s Delegate

MTrustee has delegated its custodian of quoted and unquoted local investments of the Funds to Malayan Banking Berhad (“MBB”). The assets of the local Funds are held through MBB’s nominee company, and it was set up to act as custodian for investment advisers, managers of large portfolios, lending banks and international custodians.

MTrustee retains control of the assets of the Fund at all times.

10. SALIANT TERMS OF THE DEED

10.1 Unit Holders' Right and Liabilities

Unit Holders' Rights

A Unit Holder has the right, amongst others:

- a) to receive distributions of income (if any);
- b) to participate in any increase in the value of the Units;
- c) to call for Unit Holders' meetings and to vote for the removal of the Trustee through a Special Resolutions;
- d) to receive annual and quarterly reports on the Fund via email; and
- e) to enjoy such other rights and privileges as provided for in the Deed.

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

Unit Holders' Liabilities

- a) No Unit Holder is liable for any amount in excess of the purchase price paid for the Units as determined pursuant to the Deed at the time the Units were purchased.
- b) A Unit Holder shall not be under any obligation to indemnify the Manager and/or the Trustee in the event that the liabilities incurred by the Manager and/or the Trustee in the name of or on behalf of the Fund pursuant to and/or in the performance of the provisions of the Deed exceed the value of the assets of the Fund, and any right of indemnity of the Manager and/or the Trustee shall be limited to recourse to the Fund.

10.2 Termination of the Fund

The Fund may be terminated or wound up should a Special Resolution be passed at a Unit Holders' meeting to terminate or wind up the Fund.

10.3 Power to Call for a Meeting

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

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

- a) Requiring the retirement or removal of the Manager;
- b) Requiring the retirement or removal of the Trustee;
- c) Considering the most recent audited financial statements of the Fund;
- d) Giving to the Trustee such directions as the meeting thinks proper; or
- e) Considering any matter in relation to the Deed.

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

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

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

11. COMMUNICATION WITH UNIT HOLDERS

11.1 Statement of Accounts

A Unit Holder's statement showing details of the amount invested in the Fund shall be made available to the Unit Holders on a monthly basis.

11.2 Unit Price

Unit Holders will be able to obtain the Unit price of the Fund on every Business Day. The Unit price of the Fund would also be made available upon request by the Unit Holders.

11.3 Financial Reports

The Manager will provide Unit Holders with an annual report within two (2) months of the Fund's financial year-end and quarterly reports within two (2) months of the end of the period covered via email. A financial statement audited by the Fund's appointed auditors will be included in the annual report. The Trustee will prepare a report to Unit Holders in the annual report stating its opinion on the conduct of the Manager, in particular whether the Manager had managed the Fund in accordance with the limitation on its investment powers as set out in the Deed and whether the Manager had acted in accordance with the Deed and Guidelines.

The quarterly and annual reports shall provide Unit Holders with a regular snapshot of the key risk factors faced by the Fund and the Fund's investment outlook for that reporting period. They are to contain, inter alia, the Fund's financial performance, market outlook, changes in key investment team, details on portfolio exposure and information on the Fund performance and volatility, whichever is applicable.

11.4 Customer Information Service

Unit Holders can seek assistance on any issue relating to the Fund, from the Manager's office at Tel: (603) 2201 2865 at any time during our office hours: Monday through Friday from 9.00 a.m. – 5.00 p.m. Alternatively, Unit Holders may e-mail their enquiries to invest@etherealcapital.com.my.

For internal dispute resolution, Unit Holders may contact the Manager's office. If Unit Holders are dissatisfied with the outcome of the internal dispute resolution process, please refer the dispute to:

Securities Industry Dispute Resolution Center (SIDREC) via:

- Tel No: 03 - 2282 2280
- Fax No: 03 - 2282 3855
- email: info@sidrec.com.my
- Letter: Securities Industry Dispute Resolution Center

Unit A-9-1, Level 9, Tower A
Menara UOA Bangsar
No. 5, Jalan Bangsar Utama 1
59000 Kuala Lumpur.