

PROSPECTUS

Pacific Millennium Fund

Note: This document is a replacement Prospectus. This Prospectus was carved out from a master prospectus which the Manager issued. It supersedes all the previously issued disclosure documents (i.e. replacement master prospectus and supplementary master prospectuses) pertaining to the Fund.

MANAGER

BOS Wealth Management Malaysia Berhad

(formerly known as Pacific Mutual Fund Bhd) 199501006861 (336059)

A company incorporated in Malaysia under the Companies Act 1965

TRUSTEE

CIMB COMMERCE TRUSTEE BERHAD 199401027349 (313031-A)

This Prospectus is dated 8 January 2021.

Pacific Millennium Fund is constituted on 15 April 1999.

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

FOR INFORMATION CONCERNING CERTAIN RISK FACTORS WHICH SHOULD BE CONSIDERED BY PROSPECTIVE INVESTORS, SEE "RISK FACTORS" COMMENCING ON PAGE 11.

RESPONSIBILITY STATEMENTS

This Prospectus has been reviewed and approved by the directors of BOS Wealth Management Malaysia Berhad (formerly known as Pacific Mutual Fund Bhd) and they collectively and individually accept full responsibility for the accuracy of the information. Having made all reasonable enquiries, they confirm to the best of their knowledge and belief, that there are no false or misleading statements, or omission of other facts which would make any statement in this Prospectus false or misleading.

STATEMENTS OF DISCLAIMER

The Securities Commission Malaysia has authorised the Fund and a copy of this Prospectus has been registered with the Securities Commission Malaysia.

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

The Securities Commission Malaysia is not liable for any non-disclosure on the part of the Manager responsible for the Fund and takes no responsibility for the contents in this Prospectus. The Securities Commission Malaysia makes no representation on the accuracy or completeness of this Prospectus, and expressly disclaims any liability whatsoever arising from, or in reliance upon, the whole or any part of its contents.

ADDITIONAL STATEMENTS

While it is the duty of the Manager to ensure the Fund is being correctly valued or priced, the Manager cannot be held liable for any error in prices published on the websites of our distributors for the Fund. Pursuant to the Guidelines on Unit Trust Funds issued by the Securities Commission Malaysia, where there is incorrect valuation or pricing of units, the Manager will take immediate remedial action to rectify the error, which extends to reimbursement of money by the Manager to the Fund and/or from the Fund to the Unitholders or former Unitholders. Rectification need not be extended to any reimbursement where it appears to the Trustee that the incorrect pricing is of minimal significance.

While it is the duty of the Manager to ensure that all comments given to the media is accurate and true at the time the comments were given, misquotation may still occur either by the media or third parties, which are out of the Manager's control. In such situations, the Manager and its employees hold no responsibility for any claims and liabilities due to the misquotations by the media and/or third parties, and are under no obligation to fulfil any expectation or demand in relation to the misquoted statements.

The distribution of this Prospectus and offering, purchase, sale or transfer of units of the Fund in certain jurisdictions may be restricted by law. In these jurisdictions, other than Malaysia, the Manager has not applied to allow the distribution of this Prospectus or units of the Fund. Therefore, this Prospectus does not constitute an offer or invitation to purchase units of the Fund in any jurisdiction in which such offer or invitation would be unlawful.

Investors should be aware that for investments of the Fund made via our Institutional Unit Trust Advisers (IUTA), where applicable, any investment transactions are subject to the terms and conditions of the respective IUTA.

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 this Prospectus that is false, misleading, or from which there is a material omission; or for any misleading or deceptive act in relation to this Prospectus or the conduct of any other person in relation to the Fund.

INVESTORS SHOULD RELY ON THEIR OWN EVALUATION TO ASSESS THE MERITS AND RISKS OF THE INVESTMENT. IF INVESTORS ARE UNABLE TO MAKE THEIR OWN EVALUATION, THEY ARE ADVISED TO CONSULT PROFESSIONAL ADVISERS.

CONTENTS

1	DEFINITIONS	1
2	CORPORATE DIRECTORY	2
3	THE FUND	3
3.1	Pacific Millennium Fund	3
4	PERMITTED INVESTMENTS, INVESTMENT RESTRICTIONS AND LIMITS	5
4.1	Permitted Investments.....	5
4.2	Investment Restrictions and Limits.....	6
5	RISK MANAGEMENT STRATEGIES AND TECHNIQUES	8
5.1	Pacific Millennium Fund	8
5.2	Minimum and Maximum Levels of Asset Allocation / Temporary Defensive Position	9
5.3	Frequency of Trading.....	9
5.4	Rationale and Justification for Futures Investment Mandate	9
5.5	Bases of Valuation of Investments	10
6	RISK FACTORS	11
6.1	General Risks	11
6.2	Specific Risks	11
7	FEES, CHARGES AND EXPENSES	12
7.1	Sales Charge.....	12
7.2	Redemption Charge.....	12
7.3	Annual Management Fee.....	12
7.4	Annual Trustee Fee	13
7.5	Switching Fee.....	13
7.6	Transfer Fee	13
7.7	Fund Expenses	13
7.8	The Manager's Policy on Rebates and Soft Commissions	13
8	TRANSACTION INFORMATION	14
8.1	Pricing Calculation	14
8.2	Minimum Initial Investment	14
8.3	Minimum Additional Investment	15
8.4	Purchase.....	15
8.5	Redemption	16
8.6	Switching Facility	17
8.7	Transfer.....	18
8.8	Cooling-off Period	18
8.9	Distribution Policy & Reinvestment Policy.....	18
8.10	Unclaimed Moneys	18
8.11	Keeping Abreast of Developments in the Fund.....	19
9	SALIENT TERMS OF THE DEED	20
9.1	Your Rights as a Unitholder	20
9.2	Your Liabilities as a Unitholder	20
9.3	Your Limitations and Restrictions as a Unitholder	20
9.4	Maximum Fees and Charges	20

9.5	Permitted Expenses Payable Out of a Fund's Property	21
9.6	Removal, Replacement and Retirement of the Management Company	21
9.7	Removal, Replacement and Retirement of a Trustee	22
9.8	Termination of a Fund	22
9.9	Meetings of Unitholders	22
10	ALL ABOUT THE MANAGER – BOS Wealth Management Malaysia Berhad (formerly known as Pacific Mutual Fund Bhd).....	23
10.1	Our Shareholders	23
10.2	Our Core Business	23
10.3	Our Roles and Responsibility	23
10.4	Our People	23
10.5	Material Litigation and Arbitration	24
11	TRUSTEE OF THE FUND, ITS DUTIES AND RESPONSIBILITIES.....	25
11.1	CIMB Commerce Trustee Berhad 199401027349 (313031-A)	25
11.2	The Trustee's Responsibilities	25
11.3	Trustee's Statement of Responsibility	26
12	TAX ADVISER'S LETTER	27
13	RELATED PARTY TRANSACTIONS / CONFLICT OF INTERESTS	33
13.1	CIMB Commerce Trustee Berhad's Policy on Dealing with Conflict of Interest Elements.....	33
13.2	Policy on Cross Trades.....	33
14	ADDITIONAL INFORMATION	34
14.1	Policies and Procedures to Prevent Money Laundering Activities	34
14.2	Prudential Control	34
14.3	Documents Available for Inspection	34
14.4	Deed of The Fund.....	35
14.5	Inspection of the Registration of Unitholders	35
15	MANAGER'S HEAD OFFICE AND IUTA(s)	36

1 DEFINITIONS

The meaning of some terms in this Prospectus is explained below:

Board of Directors / Independent Directors / Directors	Directors of BOS Wealth Management Malaysia Berhad (formerly known as Pacific Mutual Fund Bhd)
BOSWM MY / Company / Manager / we / our / us	BOS Wealth Management Malaysia Berhad (formerly known as Pacific Mutual Fund Bhd) 199501006861 (336059-U)
Bursa Malaysia	The stock exchange managed or operated by Bursa Malaysia Securities Berhad.
business day(s)	A day on which the Bursa Malaysia is open for trading.
deed	The deed and all supplemental deeds entered into between the Manager and the Trustee in relation to the Fund.
eligible market	A market that is regulated by a regulatory authority, operates regularly, is open to the public and has adequate liquidity for the purposes of the Fund.
EPF	Employees Provident Fund
Fund	Pacific Millennium Fund
Institutional Unit Trust Advisers (“IUTA”)	Means a corporation registered with Federation of Investment Managers Malaysia (FIMM) and authorised to market and distribute unit trust schemes of another party.
IOSCO	International Organization of Securities Commissions
Prospectus	Refers to this disclosure document in relation to the Fund issued by the Manager. <i>Note: The Prospectus is dated 8 January 2021. It supersedes all the previously issued disclosure documents (i.e. prospectuses and supplementary prospectuses) in relation to the Fund.</i>
MER	The management expense ratio (MER) is the total expenses incurred by the Fund during the year as compared to its average NAV. Management expenses include management fee, trustee fee and expenses incurred for fund administrative services. A low MER indicates the effectiveness of the Manager in managing the expenses of the Fund. $\frac{\text{Total annual expenses incurred by the Fund}}{\text{Average net asset value (NAV) of the Fund}} \times 100$ The MER does not include brokerage and other transaction fees.
NAV	Net asset value (NAV) of the Fund is the total value of the Fund's assets minus its liabilities at a valuation point. In computing the annual management fee and annual trustee fee, the NAV of the Fund should include the management fee and the trustee fee for the relevant day.
NAV per unit	NAV per unit of the Fund is the NAV divided by the total number of units in circulation, at a particular valuation point.
PTR	The portfolio turnover ratio (PTR) indicates how often the Fund buys and sells investment. A portfolio turnover rate of one means that the average holding period of investments purchases is one year. A high PTR indicates that the Fund buys and sells investments very often. $\frac{\text{Total acquisitions and disposals of investments for the year}}{\text{Average NAV of the Fund}} / 2$
SC Guidelines	Guidelines on Unit Trust Funds issued by the Securities Commission Malaysia as may be amended from time to time.
SC / Securities Commission	Securities Commission Malaysia
Trustee(s)	CIMB Commerce Trustee Berhad 199401027349 (313031-A)
unitholder	The person for the time being who is registered pursuant to the deed as a holder of units, including a jointholder.

2 CORPORATE DIRECTORY

Manager

BOS Wealth Management Malaysia Berhad
(formerly known as Pacific Mutual Fund Bhd)
199501006861 (336059-U)

Business Office

1001, Level 10, Uptown 1,
No. 1 Jalan SS21/58, Damansara Uptown,
47400 Petaling Jaya, Selangor Darul Ehsan
Tel: 03-7712 3000 Fax: 03-7712 3001
E-mail: customercare@boswm.com
Website:
www.boswealthmanagement.com.my

Registered Office

19th Floor, Menara OCBC,
No. 18 Jalan Tun Perak,
50050 Kuala Lumpur
Tel: 03-2783 3996; 03-2783 3648

Trustee

CIMB Commerce Trustee Berhad
199401027349 (313031-A)

Registered Office

Level 13, Menara CIMB,
Jalan Stesen Sentral 2,
Kuala Lumpur Sentral,
50470 Kuala Lumpur
Tel: 03-2261 8888
Fax: 03-2261 0099
Website: www.cimb.com

Business Office

Level 21, Menara CIMB,
Jalan Stesen Sentral 2,
Kuala Lumpur Sentral,
50470 Kuala Lumpur
Tel: 03-2261 8888
Fax: 03-2261 9889
E-mail: ss.corptrust@cimb.com
Website: www.cimb.com

Trustee's Delegate

CIMB Bank Berhad
197201001799 (13491-P)

Registered Office

Level 13, Menara CIMB,
Jalan Stesen Sentral 2,
Kuala Lumpur Sentral,
50470 Kuala Lumpur
Tel: 03-2261 8888
Fax: 03-2261 8889
Website: www.cimb.com

Business Office

Level 21, Menara CIMB,
Jalan Stesen Sentral 2,
Kuala Lumpur Sentral,
50470 Kuala Lumpur
Tel: 03-2261 8888
Fax: 03-2261 9892
Website: www.cimb.com

3 THE FUND

3.1 Pacific Millennium Fund

Pacific Millennium Fund	
Fund category	Equity
Fund type	Growth and income
Base Currency	MYR
Characteristic	Fairly aggressive
Financial Year End	30 June
Distribution Policy	Distribution of income, if any, will be made once a year.
Investment Objective	<p>The Fund aims to achieve long-term capital growth, with income[□] as its secondary objective, by investing mainly in fundamentally sound large market capitalisation companies and also any other investments as may be permitted by the Securities Commission from time to time.</p> <p>Any material change to the Fund's investment objective would require unitholders' approval.</p> <p>□ <i>Income is in reference to the Fund's distribution, which could be in the form of cash or units. Please refer to page 18 for further details on distribution policy and reinvestment policy.</i></p>
Investment Policy and Strategy	To attain the Fund's objective, we will construct a diversified investment portfolio that consists of fundamentally sound companies whose current prices may fail to reflect their long-term values. The Fund will target companies exhibiting fundamental strength with market capitalisation, at the time of investment, of at least RM1.5 billion each.
Asset Allocation	<p>The Fund may invest up to 100%* (minimum equity allocation is 70%) of its NAV in equities and equity-related securities**. An internal allocation for cash and other liquid assets will be maintained to ensure that the Fund is able to meet redemption requests without jeopardising the Fund's performance.</p> <p><i>*The Fund's exposure (if any) in foreign equities is up to 30% of its NAV only. The investment in foreign equities are limited to markets where the regulatory authority is an ordinary or associate member of the International Organization of Securities Commissions. It is important to know that the Fund's foreign exposure, if any, will be limited in scope and depth, and is on optional basis, not permanent basis.</i></p> <p><i>** Equity-related securities include warrants and preference shares.</i></p> <p>While the minimum limit for equity investments is 70% of the Fund's NAV, actual asset allocation varies according to our investment outlook and investment strategies after taking into consideration the prevailing market conditions as part of the Fund's temporary defensive strategy.</p> <p>The balance of the Fund's NAV that is not invested in equities and equity-related securities, will be invested in fixed income securities and money market instruments.</p> <p>Please also refer to page 9, section 5.3 and 5.4 for more information.</p> <ul style="list-style-type: none"> Equity Investment Strategy We aim to identify companies with a market capitalisation of RM1.5 billion and above and whose current prices may fail to reflect their longer-term value. Diversification into different industries will be implemented. <p>The investment strategy is based on a disciplined "top-down" approach to asset allocation and sector allocation, using macroeconomic analysis, market analysis and industry analysis. Stock selection techniques are based on a "bottom-up" approach using business analysis and security valuation analysis. There is significant</p>

Pacific Millennium Fund	
	<p>overlap between the various disciplines governing these processes, with strong interaction between the determination of asset allocation and stock selection.</p> <ul style="list-style-type: none"> • Fixed Income Investment Strategy Our strategy hinges on the need for a well-diversified portfolio and focuses on the credit qualities of securities in the portfolio. The fixed income portfolio construction process is research driven and based on macroeconomic analysis, interest rate analysis, credit analysis and yield spread analysis. Other than the development of a broad asset allocation model, contributions will be made via active management to capitalise on changes in interest rates, inter-sector yield spreads and yield spreads of specific debt securities. • Money Market Investment Strategy The use of money market instruments by the Fund is for liquidity purpose and for capital preservation*** when temporary defensive strategy is activated. <p>***Note: The Fund is not a capital protected fund.</p>
Performance Benchmark	<p>The benchmark for the Fund is FTSE Bursa Malaysia Top 100 Index (FBM 100). It will also be published as a comparison against the Fund's total return at least on a monthly basis in our publications and on our website.</p> <p>The risk profile of the benchmark is different from the risk profile of the Fund.</p>

4 PERMITTED INVESTMENTS, INVESTMENT RESTRICTIONS AND LIMITS

4.1 Permitted Investments

Where permitted by the relevant authorities and consistent with the objectives of the Fund, the Fund is permitted to invest in the following:

The permitted investments of the Fund is as follows:

- Securities traded on the Bursa Malaysia and any other market considered as an eligible market;
- Fixed income securities traded in or under the rules of an eligible market;
- Fixed income securities issued by Bank Negara Malaysia, the Malaysian Government and government related agencies such as Danamodal Nasional Berhad, Pengurusan Danaharta Nasional Berhad, Khazanah Nasional Berhad and Cagamas Berhad;
- Unlisted fixed income securities which are either bank-guaranteed or rated by RAM Holdings Berhad, Malaysian Rating Corporation Berhad or other recognised rating agencies;
- Liquid assets such as Malaysian currency deposits and money market instruments with licensed financial institutions including Investment Certificates, placement of monies at call with licensed financial institutions, and any other instrument capable of being converted into cash within seven days as may be approved by the Trustee;
- Units of other collective investment schemes;
- Foreign securities traded in foreign markets under the rules of an eligible market and subject to the limit as may be permitted for investment by the relevant authorities from time to time;
- Futures contracts traded in futures markets of an exchange permitted under the Capital Markets And Services Act 2007, only for hedging purposes; and
- Any other form of investments as may be agreed upon by the Manager and the Trustee from time to time and permitted by the relevant authorities.

4.2 Investment Restrictions and Limits

The purchase of investments for the Fund shall be subject to the following restrictions:

Spread of Investments on Single Issuer

- The value of a Fund's investments in ordinary shares issued by any single issuer must not exceed 10% of the Fund's NAV or any other limit set by the Securities Commission;
- The value of a Fund's investments in transferable securities and money market instruments issued by any single issuer must not exceed 15% of the Fund's NAV or any other limit set by the Securities Commission; and
- The aggregate value of a Fund's investments in transferable securities, money market instruments, deposits, over-the-counter (OTC) derivatives and structured products issued by or placed with (as the case may be) any single issuer / licensed financial institution must not exceed 25% of the Fund's NAV or any other limit set by the Securities Commission.

Exposure Limits

The value of a Fund's investments in unlisted securities must not exceed 10% of the Fund's NAV or any other limit set by the Securities Commission. However, this exposure limit does not apply to "unlisted securities" that are:

- Equities not listed or quoted on a stock exchange but have been approved by the relevant regulatory authority for such listing and quotation, and are offered directly to the Fund by the issuer;
- Debentures traded on an organised OTC market; and
- Structured products.

Spread of Investments on Groups Of Companies

- The value of a Fund's investments in transferable securities and money market instruments issued by any group of companies must not exceed 20% of the Fund's NAV or any other limit set by the Securities Commission.

Concentration of Investments

- A Fund's investments in transferable securities (other than debentures) must not exceed 10% of the security issued by any single issuer or any other limit set by the Securities Commission;
- A Fund's investments in debentures must not exceed 20% of the debentures issued by any single issuer or any other limit set by the Securities Commission; and
- A Fund's investments in money market instruments must not exceed 10% of the instruments issued by any single issuer or any other limit set by the Securities Commission. However, this limitation does not apply to money market instruments that do not have a pre-determined issue size.

Futures, Options and Derivatives Contracts

- A Fund's exposure from a derivatives position must not exceed the NAV of the Fund at all times;
- The exposure of a Fund to the underlying assets must not exceed the investment spread limits stipulated in the SC Guidelines;
- The value of a Fund's OTC derivative transaction with any single counter-party must not exceed 10% of the Fund's NAV or any other limit set by the Securities Commission; and
- A Fund will only invest in futures, options and other derivatives contracts in accordance with the provisions and limits set by the Securities Commission.

Collective Investment Schemes

- A Fund will only invest in other collective investment schemes in accordance with the provisions and limits set by the Securities Commission;
- The value of a Fund's investments in units/shares of any collective investment schemes must not exceed 20% of the Fund's NAV or any other limit set by the Securities Commission; and
- A Fund's investments in collective investment schemes must not exceed 25% of the units/shares in any collective investment scheme or any other limit set by the Securities Commission.

Placement of Deposits

The value of a Fund's placement in deposits with any single licensed financial institution must not exceed 20% of the Fund's NAV or any other limit set by the Securities Commission.

Foreign Securities

- Investment in foreign markets is subject to the limits set by relevant authorities; and
- A Fund may invest in securities that are listed or traded in a foreign market where the regulatory authority is a member of the IOSCO.

The investment restrictions and limits must be complied with at all times based on the current value of a Fund's investments. However, the limits above may be breached by up to a maximum of 5% above the restrictions where the restriction is breached through a rise or fall of the NAV of the Fund (which could be due to fluctuations in value of the Fund's investments, or from redemption of units or payments made out of the Fund). No additional investments may be made in the category of investment where the investment limit has been exceeded and the Manager will take all necessary steps and actions to rectify the breach within three months from the date of the breach. The limits and restrictions stated above do not apply to securities/instruments issued or guaranteed by the Malaysian government or Bank Negara Malaysia.

A conventional fund may borrow cash for the purpose of meeting redemption requests for units and lending of its investment as permitted by the SC Guidelines or other relevant laws.

Note: Transferable securities refer to equities, debentures and warrants.

5 RISK MANAGEMENT STRATEGIES AND TECHNIQUES

5.1 Pacific Millennium Fund

Our risk management strategy is to conduct fundamental analysis of economic, financial and social-political factors, both locally and globally, to ascertain the potential risk-reward of different asset classes. Individual stocks and fixed income investments are further screened by detailed analysis of each security and its underlying business and fundamentals.

The Fund's portfolio risk is mitigated by diversifying across asset categories and industries/sectors. Percentage holdings in different asset categories are actively monitored and these percentages are raised or reduced from time to time depending on the risk-reward potential for each investment. This would include reallocation between asset classes to mitigate risk from expected declines in an asset class. Specific risk management strategies for the risks that the Fund is subject to can also be found on page 11.

The Fund will be guided by the following general principles to control company specific risk*:

- Ensure that the risk taken for any specific security is not too large¹ and a reasonable spread of active risk² is maintained across different sectors. Investments which have low contributions³ to active risk will have larger position limits than investments which have high contributions⁴ to active risk. The limit per security will be within the limit set by the Investment Committee in compliance with the SC Guidelines; and
- Ensure that the risk associated with the overall position taken for the group of companies is not too large¹ and within the limit set by the Securities Commission.

Notes:

1. Not too large: Each security is limited to a maximum of 10% of NAV. For investments in securities issued by a group of companies, the limit is 20% of NAV.
2. Reasonable spread of active risk: The Manager employs active risk to outperform a Fund's benchmark – where active risk is the strategy to hold stocks in a Fund not in the same percentage as the benchmark's (i.e. the equity component of the benchmark) holdings per stock. A reasonable spread, i.e. 20 to 30 securities, is an appropriate number to achieve the desired outperformance.
3. Low contributions: Securities whose prices fluctuate less than a relevant benchmark – i.e. lower risk, lower return potential.
4. High contributions: Securities whose prices fluctuate more than relative to a relevant benchmark – i.e. higher risk, higher return potential.

In addition, the following investment procedures and internal controls are designed to control operational risk** for the Fund:

- There is strict division of duties between securities trading, confirmation, settlement and valuation;
- There are rules on trading and preventing employees to act on insider information. The Compliance department will monitor compliance and enforce disciplinary actions on any employee who has breached the code of conduct and compliance manual;
- There is daily computation of the Fund's NAV and independent verification and reconciliation;
- There are procedures for senior management, Trustee, Investment Committee and the Board of Directors to be informed promptly, to investigate and to ensure timely and appropriate rectification of any deviation and non-compliance that may arise;
- There are limits to the placement maintained at licensed financial institutions to manage credit risk exposure;
- There are limits on shares traded with stock brokers to manage settlement risk exposure; and
- There are limits and criteria set on credit rating of debt securities.

* Company specific risk refers to external risk associated with the listed company's share price movements.

** Operational risk refers to the internal risk associated with inadequate systems and controls.

Specific Risk Management for Foreign Investments

- **Country and/or foreign securities risks and currency risk** - Diversification of the foreign portion of the portfolio across several country markets and currencies will facilitate risk management of country and/or foreign securities risks (includes market, political and regulatory risks) and currency risk. This is further enhanced through the implementation of monitoring processes to identify changes in country specific risk premia arising from changes in market, political and/or regulatory environment of the countries to which the Fund has investment exposure.

5.2 Minimum and Maximum Levels of Asset Allocation / Temporary Defensive Position

The asset allocation of the Fund may be reduced to below the minimum levels or increased above the maximum levels indicated at our discretion depending on the market, economic, political or other conditions. Such conditions or exceptional circumstances will include but are not limited to the following situations:

- Where there is an expected sharp downturn in the equity market;
- When there is high risk of capital loss on fixed income instruments due to interest rate fluctuations;
- When there is insufficient liquidity in either equity or fixed income instruments for the Fund to transact efficiently;
- When there are insufficient fund assets to form an efficient portfolio; or
- When there is redemption affecting the liquidity position of the Fund.

Investments used for temporary defensive positions will include deposits/cash/liquid assets and money market instruments. When a Fund is taking a temporary defensive position, we may adopt an investment strategy for capital preservation*.

*Note: The Fund is not a capital protected fund.

5.3 Frequency of Trading

The Fund may engage in trading activities when opportunities arise. Opportunities would include but are not limited to arbitrage situations, discrepancies in valuation, expected liquidity surges and thematic plays. Where trading activities in the Fund results in an annualised portfolio turnover that exceeds 2.0 times at the end of every month, the Manager will be required to provide justification to the Fund's Investment Committee.

5.4 Rationale and Justification for Futures Investment Mandate

The Fund may invest in futures contracts for hedging purposes only.

During bearish and/or rapid market movements, the Fund may have difficulty reversing some of their positions in a timely fashion. Employing an open short position in the futures will hedge the portfolio against such downside risks.

In a falling market, the increasingly profitable short futures position may be offset against increasing losses in the remainder of the portfolio. The overall effect of using futures for hedging is to limit portfolio fluctuations and therefore risk to unitholders.

The following factors will be taken into account for futures hedging:

- Expected overall direction of a market index;
- Future's tenure, premium/discount and liquidity;
- Portfolio's invested exposure and overall volatility without futures investment; and
- The combined effect of the hedge and portfolio position.

5.5 Bases of Valuation of Investments

Pursuant to the SC Guidelines, all assets of the Fund should be valued in a fair and accurate manner at all times. The Fund is generally valued in accordance with their respective asset classes:

- Listed securities and derivatives will be valued based on the last done prices as at the close of the business day of the respective stock exchanges on the same calendar day. Please refer to page 14 for details on the valuation of NAV. However, if a valuation based on the market price does not represent the fair value of securities, or no market price is available due to situations beyond the Manager's control or there is a suspension in the quotation of the securities for a period exceeding 14 days, or such other shorter period as agreed by the Trustee, then the securities shall be valued at fair value, as determined by the Manager, based on the methods approved by the Trustee after appropriate technical consultation;
- Other unlisted securities will be valued based on fair value as determined in good faith by the Manager, on methods which are verified by the auditors of the Fund and approved by the Trustee and adequately disclosed in the prospectus;
- Unlisted debt securities will be valued on a daily basis based on fair value prices quoted by a bond pricing agency (BPA) registered with the Securities Commission. If the Manager is of the view that the price quoted by the BPA for a specific bond differs from the market price by more than 20 basis points, the Manager may use the market price provided that the Manager adheres to the requirements as stipulated in the SC Guidelines;
- Unlisted foreign fixed income securities will be valued based on fair value by reference to the average indicative yield quoted by three independent and reputable institutions;
- In terms of a successful subscription to an Initial Public Offering (IPO), if any, the IPO securities will be valued at cost prior to their listing. These IPO securities will then be valued at their last done market price upon listing;
- Unlisted collective investment schemes will be valued based on the last published repurchase price; and
- Cash or deposits placed with banks and other financial institutions and bank bills are valued on a daily basis by reference to their principal values and the accrued interest thereon.
- Money market instruments are valued each day by reference to their nominal values and the accrued interest, if any. Commercial papers are valued on a daily basis based on fair value prices quoted by a bond pricing agency (BPA) registered with SC.

6 RISK FACTORS

This section describes the risk factors that we identified are relevant for you to consider before investing in a fund. The list of risk factors identified is by no means exhaustive. You should be aware that investing in the Fund may expose you to other risk factors from time to time. If in doubt, please consult professional advisers for better understanding of the risk factors.

6.1 General Risks

The following are the general risks for the Fund:

- **Liquidity risk** – This risk occurs in thinly traded or illiquid securities. If a fund needs to sell a relatively large amount of such securities, the act itself may significantly depress the selling price resulting in a decrease in the value of a fund's assets. As such, a fund is managed in such a way that a portion of the investments is in equity securities and money market instruments that are highly liquid and this allows a fund to meet sizeable redemptions without jeopardising potential returns.
- **Market risk** – This risk refers to developments in the equity market environment which typically includes changes in regulations, politics, technology and the economy of the country. Market developments can result in equity market fluctuations which in turn affect a fund's underlying investments and hence its unit price. Where a fund is invested in multiple markets, a higher, if not, full allocation will be in markets that have a track record of economic, political and regulatory stability – allocation between markets and asset classes will also help mitigate risk.

6.2 Specific Risks

The Fund is subject to the following specific risks:

Fund	Specific Risk
Pacific Millennium Fund	<p>Company specific risk – This risk refers to the individual risk of the respective companies issuing securities. This risk could be a result of changes to the business performance of the company, consumer tastes and demand, lawsuits, competitive operating environment and management practices. Developments in a particular company which the fund has invested in would result in fluctuations in the share price of that company and thus the value of the fund's investments. This risk is mitigated by diversification in a portfolio comprised of stocks of many companies.</p> <p>In addition, this risk may occur when an investee company's business or fundamentals deteriorate or if there is a change in management policy resulting in a downward revision or even removal of the company's dividend policy. Such events may result in an overall decrease in dividend income received by the fund and possible capital loss due to a drop in the share price of a company that cuts or omits its dividend payments. This risk may be mitigated by investing mainly in companies with a consistent historical record of paying dividends, strong cash flow, or operating in fairly stable industries.</p> <p>Warrants investment risk – The value of warrants will depend on the pricing of the underlying security whereby the growth and performance prospect of the underlying security would consequentially affect the value of the warrants. In addition, the value of the warrants may decrease exponentially as the warrants approach its maturity date and potential gains from a favourable price movement of the underlying may be offset by aggressive time decay. We may consider unwinding these warrants if there are material adverse changes to its value with the aim to mitigate the risk.</p> <p>Country and/or foreign securities risk – This risk refers to the risks of investing in foreign markets. Emerging markets may have relatively underdeveloped capital markets, less stringent regulatory and disclosure standards, concentration in only a few industries, greater adverse political, social and economic risks and general lack of liquidity of securities. The risk of expropriation, nationalisation, exchange control restrictions, confiscatory taxation and limitations on the use or removal of funds also exist in emerging markets. Emerging markets may also have less developed procedures for custody, settlement, clearing and registration of securities transactions. Developed markets while not possessing similar levels of risks as emerging markets, may experience risks such as: changes in economic fundamentals, social and political stability; monetary policy and currency fluctuations. This risk may be mitigated by conducting thorough research on the respective markets, their regulatory framework, economics, companies, politics and social conditions as well as minimising or omitting investments in markets that are economically or politically unstable or lack a regulatory financial framework and adequate investor protection legislation.</p>

7 FEES, CHARGES AND EXPENSES

7.1 Sales Charge

The sales charge is a fee levied on the purchase of units of a Fund, and is used to pay for marketing, advertising and distribution expenses of a Fund. The sales charge is deducted upfront from the purchase amount, leaving only the net amount invested in a Fund. The sales charge is calculated based on the NAV per unit of a Fund as at the next valuation point after the original application is received and accepted by the cut-off time of 4.00 p.m. on any business day. The following table outlines the maximum sales charge[^] to be imposed by us and our authorised distributors for the the Fund:

Fund	Maximum Rate of Sales Charge To Be Imposed By The Manager and Its Authorised Distributors [^] (Please refer to page 36)		
	The Manager	Unit Trust Consultants	IUTA*
Pacific Millennium Fund	5.50% of the Fund's NAV per unit	5.50% of the Fund's NAV per unit	5.50% of the Fund's NAV per unit

Despite the maximum sales charge disclosed here, investors may negotiate for a lower sales charge.

[^] Investors investing under the EPF Members' Investment Scheme will be levied a maximum sales charge of up to 1.50% of NAV per unit of the Fund, as regulated by EPF.

* Our IUTA may not carry the complete range of the Manager's funds. Investments made via our IUTA may be subject to different terms and conditions of the respective IUTA, including those for switching between the Manager's funds.

For illustration on the calculation of sales charges, please refer to page 15.

The following are our special group of investors:

- Staff of the Manager, and their immediate family members, may purchase units of the Fund at the Fund's NAV per unit, without having to pay the sales charge.
- When investing directly with us, investors of our Saver's Plan package will enjoy a 0.25 percentage point lower sales charge from the normal sales charge imposed by us for each future monthly instalment with effect from 25th monthly instalment.

The sales charge quoted is subject to any applicable taxes and/or duties as may be imposed by the government or other authorities from time to time.

7.2 Redemption Charge

There is no redemption charge imposed on unitholders for the Manager's Fund stated in this prospectus.

Note: By default, redemption proceeds will be paid out via bank transfer. Thus, it is important for you to furnish us your bank account detail upon your subscription of the Fund. The request for payment of redemption proceeds via cheque is treated on a case-to-case basis only and subject to the Manager's approval. You will be charged a service fee of up to RM50 for each cheque requested and you will receive your redemption proceeds net of the service fee. You are encouraged to opt for bank transfer for redemption as there will be no fee imposed. Kindly contact us at 03-7712 3197 for details.

7.3 Annual Management Fee

The annual management fee is a fee charged for the ongoing portfolio management and administration of a fund (e.g. to maintain unitholders' register, proper records of a fund and to administer the investments). The following table outlines the annual management fees of the Fund:

Fund	Annual Management Fee
Pacific Millennium Fund	Up to 1.50% p.a. of the NAV of the Fund

The annual management fee is calculated based on the NAV of the Fund, accrued on a daily basis and is paid out of the Fund. The annual management fee is payable on a monthly basis.

The annual management fee quoted is subject to any applicable taxes and/or duties as may be imposed by the government or other authorities from time to time.

7.4 Annual Trustee Fee

The annual trustee fee is a fee paid to the Trustee for the custodial management and administration of a Fund's assets (e.g. transaction settlement, custody and administration costs). The following table outlines the annual trustee fees of the Fund:

Fund	Annual Trustee Fee
Pacific Millennium Fund	Up to 0.06% p.a. of the NAV subject to a minimum of RM 12,000 p.a.

The annual trustee fee is calculated based on the NAV of the Fund at the Fund's annual trustee fee rates, calculated and accrued on a daily basis and is paid out of the Fund. The annual trustee fee is payable on a monthly basis.

The annual trustee fee quoted is subject to any applicable taxes and/or duties as may be imposed by the government or other authorities from time to time.

7.5 Switching Fee

The Manager does not intend to charge any switching fee; however, under certain circumstances, unitholders performing a switching transaction will have to pay the applicable difference in sales charge between the funds to be switched from and the funds to be switched into.

Our IUTA may not carry the complete range of the Manager's funds. Investments made via our IUTA may be subject to different terms and conditions of the respective IUTA, including those for switching between funds.

Please refer to page 17 for the terms and conditions of the switching facility of the Manager's funds.

The switching fee quoted is subject to any applicable taxes and/or duties as may be imposed by the government or other authorities from time to time.

7.6 Transfer Fee

There is no transfer fee imposed on unitholders of the Fund.

7.7 Fund Expenses

Expenses directly related to the Fund are management fee, trustee fee and other administrative expenses (e.g. commission paid to brokers, auditor's fee, courier and handling charges, etc).

The total annual expenses of a fund are expressed as a percentage of the average NAV of the Fund for a financial year/period calculated on a daily basis. Please refer to the Fund's annual report and interim report for the management expense ratio.

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

- commission or fees paid to brokers or dealers;
- fees and other expenses properly incurred by the auditor and tax agent;
- custodian fees (if any, only applicable to the Fund's assets outside Malaysia);
- taxes and other duties charged on the Fund by the government and other authorities;
- printing and postage expenses; and
- any other legitimate administration expenses or relevant professional fees approved by the Trustee.

There are fees and charges involved and investors are advised to consider them before investing in the Fund. All fees and charges payable to the Manager and/or the Trustee is subject to any applicable taxes and/or duties as may be imposed by the government or other authorities from time to time. All fees, charges and expenses are rounded to two decimal places.

7.8 The Manager's Policy on Rebates and Soft Commissions

We will retain the soft commissions received from brokers for goods and services which are of demonstrable benefit to the unitholders and advisory services that assist in the decision-making process relating to the investment of the Fund such as research materials, data and quotation services, computer software, investment advisory services and investment related publications which are incidental to the investment management activities of the Fund.

8 TRANSACTION INFORMATION

Our IUTA may not carry the complete range of the Manager's funds. Investments made via our IUTA may be subject to different terms and conditions of the respective IUTA, including those for switching between the Manager's funds.

8.1 Pricing Calculation

The buying and selling price of units is quoted based on a single price i.e. the NAV per unit of a fund. All other transactions charges, if any, will be expressed separately from the price of a unit.

Valuation of NAV

The valuation of NAV for the Fund will be conducted at the end of each business day after the close of business of Bursa Malaysia. The daily unit price of the Fund will be published on the next business day.

Valuation of Units

Valuation of units is based on the NAV of a Fund and is calculated at the end of every business day. The NAV per unit of a Fund is determined by dividing the Fund's assets less its liabilities by the number of units in circulation. After the offer period, the price of a unit of a Fund is calculated based on the NAV per unit of the Fund as at the next valuation point after we receive the original application ("forward pricing"). The NAV per unit may be rounded to four decimal places. An incorrect valuation and/or pricing of a Fund shall be considered of minimal significance if the error involves a discrepancy of less than 0.5% of the NAV per unit of the Fund. Any pricing discrepancy of 0.5% or more of the NAV per unit of a Fund will be rectified as stated in the Fund's deed unless the total impact of the discrepancy on an individual account is less than RM10.00 as the transaction cost may be more than the amount adjusted.

If we receive your duly completed and accepted original application form to purchase/redeem/switch any Fund(s) by the cut-off time of 4.00 p.m. on any business day, the NAV per unit will be calculated based on the NAV per unit at the end of that business day. Any application form (original copy) received after this cut-off time will be considered as being transacted on the next business day and will be subjected to the NAV per unit of the Fund on the next business day.

8.2 Minimum Initial Investment

We offer you a choice of three investment plans namely, Cash Plan, Saver's Plan and EPF Plan. These plans have been carefully developed to cater for various types of investors with differing financial objectives. To invest, please complete our account application form and investment form and forward it to any of our offices or our authorised representatives, the details of which can be found on page 36.

Fund	Cash Plan	Saver's Plan	EPF Plan
Pacific Millennium Fund	Lump Sum Cash RM500 minimum investment.	You may fix your own time frame for saving, starting with a minimum of five years. Your initial investment must be two times the monthly investment amount.	EPF Plan is only available for EPF approved fund. You may withdraw the excess of the basic savings in your EPF Account 1, subject to a minimum of RM1,000 and according to the terms and conditions of the EPF and any other regulatory authorities.

We have the discretion to accept a lower amount than that disclosed in the prospectus as we deem fit. All amounts referred here include the sales charge and applicable tax (if any) on sales charge of the Fund. For more explanation on the sales charge, please refer to page 12.

8.3 Minimum Additional Investment

If you are already a unitholder of our funds and wish to purchase additional units, please complete our investment form, indicating your existing unit trust account number. In the event, a new account application form is received by us for the purchase of additional units, we may at our discretion credit the additional units appropriately into your existing account of the Fund. The following are the minimum additional investments for the respective investment schemes:

Fund	Cash Plan	Saver's Plan	EPF Plan
Pacific Millennium Fund	Lump Sum Cash RM100 minimum investment.	Monthly investment amount: Minimum RM100 via a standing instruction with our appointed bank or financial process exchange (FPX) direct debit service.	EPF Plan is only available for EPF approved fund. You may withdraw the excess of the basic savings in your EPF Account 1, subject to a minimum of RM1,000 and according to the terms and conditions of the EPF and any other regulatory authorities.

We have the discretion to accept a lower amount than that disclosed in the prospectus as we deem fit. All amounts referred here include the sales charge and applicable tax (if any) on sales charge of the Fund. For more explanation on the sales charge, please refer to page 12.

8.4 Purchase

The Price of a Unit

The price of each unit is calculated based on the NAV per unit of a Fund as at the next valuation point after the original application form and payment is received by the Manager ("forward pricing").

Example:

NAV per unit	RM0.5000
Sales charge	5.50% of NAV per unit

Assuming the NAV per unit on a business day is RM0.5000 and if you make a payment of RM10,000.00, the amount to be invested in a Fund, and the sales charge to be paid by you are calculated as follows:

Total amount invested	=	RM10,000.00
Total sales charge (5.50%) incurred (5.50% x RM10,000.00)	=	RM550.00
Total amount to be paid by you	=	<u>RM10,550.00</u>
Units issued to you	=	RM10,000.00/RM0.5000 = 20,000.00 units

Note to the example:

The above example shows that the sales charge is calculated separately from the amount invested, whereas the sales charge imposed by a Fund are deducted upfront from the total amount paid by the investors.

There are fees and charges involved and investors are advised to consider them before investing in the Fund. All fees and charges payable to the Manager and/or the Trustee are subject to any applicable taxes and/or duties as may be imposed by the government or other authorities from time to time.

Purchase of Unit Procedure

Your purchase application for units and payment must reach our head office by 4.00 p.m. on any business day. Any duly completed and accepted original application form and payment received after this cut-off time is considered as being transacted on the next business day. In addition to the submission of the above form, you may be required to forward to us additional documents to authenticate your identification when transacting units of a Fund. We may for any reason at any time, waive existing procedures, and/or prescribe applications for units in any other form or manner whether for all/any particular investor, at our discretion.

Value-added service (additional way to subscribe – applicable to individual investors only): If you are an existing the Manager's customer (i.e. individual(s) with valid investment account(s) with us), you may top up your investment (including in the Fund(s) you don't currently hold) with us via fax or email (i.e. faxed or soft-copy documentation) with the following terms and conditions:

- You accept that we shall not be held responsible for any delay or losses experienced by you in the instances that are beyond our control (e.g. our email or fax is unreachable or busy).
- You accept we reserve the right to carry out the due verification via phone, of which the call may be recorded.
- You accept that your subscription instruction will only be carried out upon the receipt of your payment, proof of payment, the necessary documentation, and the completion of the due verification (if any) before the same cut-off time indicated above.
- You accept that your risk profile (in our record) must at least match or higher than the risk classification of the Fund(s) you wish to invest.
- You accept that this value-added service is only available for Cash Plan, and for Saver's Plan, where you need to perform the monthly payment via ad-hoc bank transfer.

It is important to note that this is a value-added service for your convenience, we shall not be held responsible for the authenticity of your instructions, which we reasonably believe to be genuine. You may always opt for subscription via hard-copy documentation (as shown above) if you find the value-added service is not for you.

You are advised to contact us at 03-7712 3197 to understand the details (e.g. documents required) for this value-added service before utilising it.

Investors are advised NOT to make payment in cash when purchasing units of a Fund via any IUTA or individual Unit Trust Consultant.

8.5 Redemption

The Price of A Unit

At NAV per unit.

Redemption of Unit Procedure

Upon receipt of the duly completed and accepted original transaction form, which must reach our head office by 4.00 p.m. on any business day, we will repurchase the units at the respective Fund's NAV per unit calculated at the end of that business day. Payment will be made to you within 10 days. We will not be held responsible for any loss/delay in the events below (which are beyond the control of the Manager and Trustee):

1. Real Time Electronic Transfer of Funds and Securities (RENTAS) experiencing problems; and
2. Inaccurate details, including but not limited to identity card number and account number furnished by you.

Value-added service (additional way to redeem – applicable to individual investors only): you will also be able to redeem your investment via fax or email (i.e. faxed or soft-copy documentation) with the following terms and conditions:

- You accept that we shall not be held responsible for any delay or losses experienced by you in the instances that are beyond our control (e.g. our email or fax is unreachable or busy).
- You accept that we reserve the right to carry out the due verification via phone, of which the call may be recorded.
- You accept that your redemption instruction will only be carried out upon the receipt of the necessary documentation and the completion of the due verification (if any) before the same cut-off time indicated above.

It is important to note that this is a value-added service for your convenience, we shall not be held responsible for the authenticity of your instructions, which we reasonably believe to be genuine. You may always opt for subscription via hard-copy documentation (as shown above) if you find the value-added service is not for you.

You are advised to contact us at 03-7712 3197 to understand the details (e.g. documents required) for this value-added service before utilising it.

There is no minimum redemption amount for the Fund. For partial redemption, the minimum balance to be maintained in your unit trust account must be 500 units or such sum as may be decided by the Trustee and the Manager from time to time. If units in your account are less than the minimum holding after the redemption application is made, all units in your account will be redeemed automatically.

8.6 Switching Facility

There are no restrictions on the number of switching transactions that you may carry out; however, all switching transactions are subject to the following conditions:

- You may switch your investments into all other funds managed by the Manager except for the wholesale funds;
- The minimum number of units to be switched is 1,000 units and the value of units switched must meet the minimum investment amount of the switch-in funds, whichever is higher;
- The minimum number of units required to be held in the switch-out Fund is 500 units for a partial switch; and
- For the avoidance of doubt, if you have purchased units of the Fund through our IUTA, the switching transaction is subject to the terms and conditions of the IUTA.

Switching will be carried out at the respective prevailing NAV per unit of a fund to be switched from and a fund to be switched into on a business day, when we receive the switching request by 4.00 p.m. on any business day (subject to availability and terms of the fund to be switched into).

Value-added service (additional way to switch – applicable to individual investors only): you will also be able to switch your investment from one fund to another fund via fax or email (i.e. faxed or soft-copy documentation) with the following terms and conditions:

- You accept that we shall not be held responsible for any delay or losses experienced by you in the instances that are beyond our control (e.g. our email or fax is unreachable or busy).
- You accept that we reserve the right to carry out the due verification via phone, of which the call may be recorded.
- You accept that your switching instruction will only be carried out upon the receipt of the necessary documentation the completion of the due verification (if any) before the same cut-off time as indicated above.
- You accept that your risk profile (in our record) must at least match or higher than the risk classification of the Fund(s) you wish to switch into.

It is important to note that this is a value-added service for your convenience, we shall not be held responsible for the authenticity of your instructions, which we reasonably believe to be genuine. You may always opt for subscription via hard-copy documentation (as shown above) if you find the value-added service is not for you.

You are advised to contact us at 03-7712 3197 to understand the details (e.g. documents required) of this value-added service before utilising it.

Should the sales charge of a fund to be switched into is higher than the sales charge imposed on a fund to be switched from, then the difference in the sales charge between the two (2) funds shall be borne by you. There will be no sales charge imposed if the funds to be switched into has a lower sales charge than the fund you are switching out from.

If you have been imposed the highest sales charge in your switching transaction among our funds, you are no longer required to bear any sales charge difference for subsequent switch transactions involving this specific batch of your investments.

You are not entitled to any refund for the sales charge paid on a fund being switched from, which exceeds that imposed on a fund to be switched into.

Our IUTA may not carry the complete range of the Manager's funds. Investments made via our IUTA are subject to different terms and conditions of the respective IUTA, including those for switching between Funds.

Switching from an Islamic fund to a conventional fund is discouraged especially for Muslim unitholders.

Fees and charges quoted are subject to any applicable taxes and/or duties as may be imposed by the government or other authorities from time to time.

8.7 Transfer

The transfer form must be completed in the presence of a witness. For partial transfer, the minimum balance to be maintained in your unit trust account must be 500 units or such sum as decided by the Trustee and the Manager from time to time.

8.8 Cooling-off Period

If you are a first-time investor of the Manager, you are given a cooling-off period of six business days. Within these six business days from the date we receive your application, you have the right to call for withdrawal of investment. However, this is not applicable to:

- Corporate investors / institutional investors;
- Staff of the Manager and their immediate family members; and
- Persons registered with a body approved by the Securities Commission to deal in unit trusts.

The refund for every unit with regards to the cooling-off right is the sum of:

- the NAV per unit on the day the units were purchased; and
- sales charge per unit originally imposed on the day the units were purchased.

Essentially, you will receive a full refund of the initial investment paid by you:

- For Cash Plan and Saver's Plan – within 10 days of receipt of the original notice of cooling-off received by us.
- For EPF Plan – within 10 days after receipt of the disbursement of fund from EPF. The refund will be returned to your EPF account.

Please note that the EPF Plan is subject to EPF's terms and conditions.

8.9 Distribution Policy & Reinvestment Policy

Distribution Policy	Fund
Annually*	Pacific Millennium Fund

* Subject to availability of income

Distribution of income is in the form of cash or units. When there are stock market corrections, bear markets or economic downturns, realised capital losses may outweigh realised gains, dividends and interest/profit sharing income received and thus result in no income distributions being possible.

You may opt for income distributions to be paid out to you directly in cash by way of any relevant mode of payments as determined by the Manager (i.e. By default, the Manager doesn't pay income distribution via cheque. All income distribution proceeds will be paid out via bank transfer. Thus, it is important for you to furnish us your bank account details upon your subscription of the Fund(s). We will reinvest your income distribution proceeds if the bank detail you provided is inaccurate resulting failed bank transfer.

In the absence of written instructions to the contrary, distributions declared by a Fund will be automatically reinvested into additional units of the Fund based on the NAV per unit of the Fund by the fourth business day (T+4) after the declaration of distributions at no cost.

Income distribution amounting to less than or equal to the amount of RM200 will be automatically reinvested into additional units of the Fund based on the NAV per unit by the fourth business day) after the declaration of distributions.

The request for payment of income distribution proceeds via cheque is treated on a case-to-case basis and subject to the Manager's approval. You will be charged a service fee of up to RM50 for each cheque requested and you will receive your income distribution proceeds net of the service fee. A returned cheque through mail (if any) will be reinvested based on the respective Fund's NAV per unit on the date that we received the cheque. You are encouraged to opt for bank transfer for income distribution as there will be no fee imposed. Kindly contact us at 03- 7712 3197 if you need further clarification.

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

8.10 Unclaimed Moneys

For any distribution cheques which are left uncashed upon lapse of the six-month cheque validity period, we shall reinvest the distribution into additional units of the respective Fund on your behalf, based on the Fund's NAV per unit on the said expiry date.

For other cases, the unrepresented cheques will be deemed as unclaimed moneys and shall be dealt in accordance with the Unclaimed Moneys Act 1965.

8.11 Keeping Abreast of Developments in the Fund

You can have immediate access to the daily NAV per unit of the Fund which are published on our website www.boswealthmanagement.com.my, or contact any of our client relations personnel at 03-7712 3000 / 03-7712 3197 or our authorised distributors (please refer to page 36 for the list of authorised distributors), or e-mail customercare@boswm.com. While it is our duty to ensure the Fund is being correctly valued or priced, we, however, cannot be held liable for any error in prices published on the websites of our authorised distributors.

In addition, you can also constantly keep abreast of the Fund's developments via the reports. We will send the Fund's annual and interim reports to you within two months after the end of the Fund's financial year/interim period. Our Fund's performance and other information will also be featured in our website www.boswealthmanagement.com.my. You are advised to keep abreast of the developments in the Fund.

The Fund's annual reports available upon request.

Customer Service

We are committed to maintaining the highest standards of dedicated customer service. You may call our client relations personnel for more information on your investments in our funds.

Customer Care Hotline: 03-7712 3197
General Line: 03-7712 3000
Facsimile: 03-7712 3001
E-mail: customercare@boswm.com
Website: www.boswealthmanagement.com.my

For information on the unit trust industry, you may also contact the Federation Of Investment Managers Malaysia (FiMM) at 03-2093 2600 or log on to their website at www.fimm.com.my for information.

9 SALIENT TERMS OF THE DEED

9.1 Your Rights as a Unitholder

Your units in a Fund give you an equal interest in the Fund as a whole. Under the deed, each unitholder will receive a sum proportionate to his or her unitholdings upon termination of the Fund. In a distribution of income, if any, we will recognise unitholders who are registered as at the date a distribution of income is declared. You have the right, amongst others, to the following:

- To receive any distribution of income of the Fund, to participate in any increase in capital value of the units and to all rights and privileges under the Fund's deed;
- To exercise the cooling-off right (please refer to page 18);
- To receive annual and interim reports; and
- To call for a meeting of unitholders (as set out below) and to vote for the removal of the Trustee or the Manager by way of a special resolution.

You are entitled to attend meetings which the Trustee or the Manager may convene at any time in accordance with the provisions of the deed. Meetings of unitholders may be called in certain circumstances, including approving certain amendments to the deed or winding-up the Fund. The Trustee or the Manager may call a meeting of unitholders, or you can also request the Manager to call for a meeting of unitholders.

9.2 Your Liabilities as a Unitholder

You are not expected to be under any personal obligation to indemnify the Trustee or Manager of the Fund if the liabilities incurred by the Trustee and/or Manager on behalf of the Fund exceed the value of the assets of the Fund. Your liabilities are limited only to the purchase price of your units (at the time of purchase) plus any related charges for the purchase of the units.

The Trustee shall be indemnified out of the Fund against all losses or expenses incurred by the Trustee in performing any of its duties or exercising any of its power under the deed in relation to the Fund. The right to indemnity shall not extend to loss occasioned by breach of trust, wilful default, negligence, fraud or failure to show the degree of care and diligence required of the Trustee having regard to the provisions of the deed.

9.3 Your Limitations and Restrictions as a Unitholder

No unitholder shall be entitled to require the transfer to him or her 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 investment and assets.

No unitholder, other than the Manager, shall have any right by reason of his being a unitholder to attend any meeting of shareholders, stockholders or debenture holders or to vote or take part in or consent to any company or action of shareholders, stockholders or debenture holders.

9.4 Maximum Fees and Charges

The deed provides information on the maximum fees and charges for the Fund payable by the unitholder either directly or indirectly such as annual management fee, annual trustee fee, sales charge and redemption charge.

Please refer to the table below on the maximum fees and charges as disclosed in the deed of the Fund:

Fund	Maximum Sales Charge	Maximum Redemption Charge	Maximum Rate Of the Annual Management Fee	Maximum Rate of the Annual Trustee Fee
Pacific Millennium Fund	10% of the NAV per unit	5% of the NAV per unit	2.0% p.a. of the NAV of the Fund	0.08% p.a. of the NAV of the Fund

*

Size Of Fund	Rate Per Annum of The Net Asset Value Of The Fund
First RM20 million	0.06% and shall be calculated and accrued daily (excluding any custodian fee)
Next RM20 million	0.05% and shall be calculated and accrued daily (excluding any custodian fee)
Next RM20 million	0.04% and shall be calculated and accrued daily (excluding any custodian fee)
Next RM20 million	0.03% and shall be calculated and accrued daily (excluding any custodian fee)
Next RM20 million	0.02% and shall be calculated and accrued daily (excluding any custodian fee)
Any amount above RM100 million	0.01% and shall be calculated and accrued daily (excluding custodian fee)

Despite the maximum fees and charges permitted by the deed, all current fees and charges are disclosed in the prospectus. (Please refer to pages 12 to 13).

Procedures for An Increase in The Fees and Charges from The Maximum Rate Provided in The Deed

The maximum sales charge, redemption charge, annual management fee or annual trustee fee set out in the deed can only be increased if a meeting of unitholders has been held in accordance with the deed. Thereafter, a supplemental deed proposing a modification to the deed to increase the aforesaid maximum charges and fees is required to be submitted for registration with the Securities Commission accompanied by a resolution of not less than two-third (2/3) of all unitholders present and vote at the meeting of unitholders sanctioning the proposed modification to the deed.

Procedures for An Increase in The Fees and Charges from The Level Disclosed in The Prospectus

- **Sales Charge and Redemption Charge**

The Manager may not charge a sales charge or redemption charge at a rate higher than that disclosed in the prospectus unless:

- the Manager has notified the Trustee of the higher rate and the date on which such higher rate is to become effective;
- a supplementary or replacement prospectus stating the higher rate is issued thereafter; and
- such time as may be prescribed by the relevant law shall have elapsed since the supplementary or replacement prospectus is issued.

- **Annual Management Fee and Annual Trustee Fee**

The Manager may not charge an annual management fee or annual trustee fee at a rate higher than that disclosed in the prospectus unless:

- the Manager has come to an agreement with the Trustee on the higher rate;
- the Manager has notified the unitholders of the higher rate and the date on which such higher rate is to become effective;
- such time as may be prescribed by any relevant law shall have lapsed since the notice is sent;
- a supplementary or replacement prospectus stating the higher rate is issued thereafter; and
- such time as may be prescribed by the relevant law shall have elapsed since the supplementary or replacement prospectus is issued.

9.5 Permitted Expenses Payable Out of a Fund's Property

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

- commission or fees paid to brokers or dealers;
- fees and other expenses properly incurred by the auditor and tax agent;
- custodian fees;
- taxes and other duties charged on the Fund by the government and other authorities; and
- any other legitimate administration expenses or relevant professional fees approved by the Trustee.

9.6 Removal, Replacement and Retirement of the Management Company

Subject to the approval of the Securities Commission and the provisions of the deed, we may retire in favour of some other corporation upon giving the Trustee three months' (or such other period as the Manager and the Trustee may agree upon) written notice of our desire to do so.

The Manager may be removed and replaced by the Trustee on the grounds that the Manager:

- goes into liquidation (except for the purposes of amalgamation or reconstruction or some other purpose approved by the relevant authorities); or
- has had a receiver appointed; or
- has ceased to carry on business; or
- is in breach of its obligations under the deed, Capital Markets And Services Act 2007 or the SC Guidelines or has ceased to be eligible to be a management company under the relevant laws; or
- has failed or neglected to carry out its duties to the satisfaction of the Trustee and the Trustee considers that it would be in the interests of unitholders for it to do so after the Trustee has given notice to the Manager of that opinion and the reasons for that opinion, has considered any representations made by the Manager in respect of that opinion and after consultation with the Securities Commission and with the approval of the unitholders by way of a special resolution.

9.7 Removal, Replacement and Retirement of a Trustee

A Trustee may retire upon giving three months' (or such other period as the Manager and the Trustee may agree upon) written notice to the Manager of its desire to do so, and may by deed appoint in its stead a new trustee approved by the Securities Commission. The Trustee may be removed and another trustee may be appointed by special resolution of the unitholders at a meeting of unitholders convened in accordance with the deed or as stipulated in the Capital Markets And Services Act 2007.

We may remove the Trustee or appoint another trustee by special resolution of the unitholders at a meeting of unitholders convened in accordance with the deed.

We shall take all reasonable steps to replace a Trustee as soon as possible after becoming aware that:

- The Trustee has ceased to exist;
- The Trustee has not been validly appointed;
- The Trustee is not eligible to be appointed or to act as Trustee under any relevant law;
- The Trustee has failed or refused to act as Trustee in accordance with the provisions or covenants of the deed or the provisions of the Capital Markets And Services Act 2007;
- A receiver is appointed over the whole or a major part of the assets or undertaking of the Trustee and has not ceased to act under that appointment, or a petition is presented for the winding-up of the Trustee (other than for the purpose of and followed by a reconstruction, unless during or following such reconstruction the existing Trustee becomes or is declared insolvent); or
- The Trustee is under investigation for conduct that contravenes the Trust Companies Act 1949, the Trustee Act 1949, the Companies Act 1965 or any relevant law.

9.8 Termination of a Fund

A Fund may be terminated or wound-up by the Manager or Trustee by way of a special resolution of the unitholders at a meeting of unitholders convened in accordance with the deed, the Capital Markets And Services Act 2007 and the SC Guidelines.

9.9 Meetings of Unitholders

Unitholders may apply to the Manager to summon a meeting of unitholders for any purpose including, without limitation, for purposes of:

- Requiring the retirement or removal of the Manager;
- Requiring the retirement or removal of the Trustee;
- Considering the most recent financial statements of a Fund;
- Giving to the Trustee such directions as the meeting thinks proper; or
- Considering any matter in relation to the deed.

However, the Manager shall not be obliged to summon such a meeting unless direction has been received from not less than fifty (50) or one-tenth (1/10) of all the unitholders and the application has been made in accordance with the provisions of the deed.

10 ALL ABOUT THE MANAGER – BOS WEALTH MANAGEMENT MALAYSIA BERHAD (FORMERLY KNOWN AS PACIFIC MUTUAL FUND BHD)

10.1 Our Shareholders

Bank of Singapore Limited owns 100% equity interest in the share capital of BOS Wealth Management Malaysia Berhad ("BOSWM MY") (formerly known as Pacific Mutual Fund Bhd). Bank of Singapore Limited is a company incorporated in Singapore, and is a wholly owned subsidiary of OCBC Bank. The ultimate holding company of BOSWM MY is Oversea-Chinese Banking Corporation Limited, a public listed company incorporated in Singapore.

10.2 Our Core Business

BOSWM MY has over two decades of investment experience in managing and offering a comprehensive range of unit trust funds, wholesale funds as well as portfolio management services for both institutional and individual investors.

BOSWM MY's registered office is at 19th Floor, Menara OCBC, 18 Jalan Tun Perak, 50050 Kuala Lumpur.

10.3 Our Roles and Responsibility

As the Manager of the Fund, the roles and responsibilities of BOSWM MY are:

- Investment functions which include:
 - o Conducting investment research.
 - o Determining the Fund's investment strategy.
 - o Investing the assets of the Fund.
 - o Reviewing the Fund's portfolio and investment performance.
- Administrative functions which include:
 - o Maintaining the Unitholders' register.
 - o Valuation of portfolio and computation of the daily NAV per unit of the Class(es) of Unit.
 - o Preparing the Fund's financial statements, quarterly and annual reports.
 - o Keeping proper records on Unitholder(s)' transactions.

Note: Further information on BOSWM MY can be found on our website at www.boswealthmanagement.com.my.

10.4 Our People

Board Of Directors

The Board of Directors meets on a quarterly basis and is involved in determining the corporate policies and direction of the Company. The following persons are members of the Board of Directors:

- Olivier Jean Baudoin Marie Denis (Chairman)
- Tan Ai Chin
- Mohamed Rashdi Mohamed Ghazalli*
- Martin Giles Manen*
- Dato' Yeoh Beow Tit
- Teh Chi-cheun

** Independent Directors*

Note: The profiles of the Board members can be found on our website at www.boswealthmanagement.com.my.

The Investment Committee

Our Investment Committee is responsible for setting and determining the investment policies, guidelines and strategies of the Fund. They meet on a quarterly basis to discuss investment strategies, asset allocation and stock selection as well as to review and monitor portfolio performance against benchmarks and guidelines.

Investment Team

We take a team approach to the investment process and hold investment meetings on a daily basis. The decision making process involves input from the entire team, with each team member (inclusive of analysts) contributing their respective expertise and views to yield fully informed conclusions. Our Investment Committee, whose responsibility is to ensure adherence to investment guidelines, both internal and external, as well as to assess strategy and implementation effectiveness, oversees the entire investment function.

The following is the designated person responsible for the investment management of the Fund, who hold the Capital Markets And Services Representative's Licence issued by the Securities Commission:

Name: Position: Experience/Qualifications:	Jolynn Kek Yen Ai Head of Equities, Investment <ul style="list-style-type: none">• Jolynn joined BOSWM MY in July 2018 as the Head of Equities. She was previously an investment manager at the Malaysian unit of a global investment management firm, managing Malaysian institutional investments in the domestic equity market while providing research coverage on South East Asia and South Asia equity investments for the wider group.• Bachelor of Science (Honours) in Applied Accounting (Oxford Brookes University); ACCA programme (Association of Chartered Certified Accountants).• She is the designated person responsible for the investment management of Pacific Millennium Fund.
--	--

Please refer to our website at www.boswealthmanagement.com.my for further information on our Company, Board of Directors, Investment Committee members and key investment team members.

10.5 Material Litigation and Arbitration

As at 14 December 2020, there is no current material litigation and arbitration, including those pending or threatened, and any facts likely to give rise to any proceedings which might materially affect the business or financial position of the Manager or any of its delegates.

11 TRUSTEE OF THE FUND, ITS DUTIES AND RESPONSIBILITIES

A Trustee serves mainly as the custodian of the Fund and to safeguard the interest of the unitholders. The assets of the Fund is registered in the name of the Trustee who function independently from the Manager. The Trustee exercise all due diligence and vigilance when carrying out their functions and duties to safeguard the rights and interests of all unitholders. The Trustee is responsible in ensuring that we perform our responsibilities in accordance with the provisions of the deed.

Below are the details of the Trustee of the Fund:

11.1 CIMB Commerce Trustee Berhad 199401027349 (313031-A)

Corporate Information

CIMB Commerce Trustee Berhad was incorporated on 25 August 1994 and registered as a trust company under the Trust Companies Act, 1949 and having its registered office at Level 13, Menara CIMB, Jalan Stesen Sentral 2, Kuala Lumpur Sentral, 50470 Kuala Lumpur, Malaysia. The Trustee is qualified to act as a trustee for collective investment schemes approved under the Capital Markets and Services Act 2007.

Experience as Trustee to Unit Trust Funds

CIMB Commerce Trustee Berhad has been involved in unit trust industry as trustee since 1996. It acts as Trustee to various unit trust funds, real estate investment trusts, wholesale funds, private retirement schemes and exchange traded funds.

Delegation of Share Custodial Functions

CIMB Commerce Trustee Berhad has delegated its custodian function to CIMB Bank Berhad (CIMB Bank). CIMB Bank's ultimate holding company is CIMB Group Holdings Berhad, a listed company on Bursa Malaysia. CIMB Bank provides full-fledged custodial services, typically clearing, settlement and safekeeping of all types of investment assets and classes, to a cross section of investors and intermediaries client base, both locally and overseas.

For the local Ringgit assets, they are held through its wholly owned nominee subsidiary CIMB Group Nominees (Tempatan) Sdn Bhd. For foreign non-Ringgit assets, CIMB Bank appoints global custodian as its agent bank to clear, settle and safekeep on its behalf and to its order.

All investments are automatically registered in the name of the custodian to the order of the Trustee. CIMB Bank acts only in accordance with instructions from the Trustee.

Material Litigation and Arbitration

As at 14 December 2020, there is no current material litigation and arbitration, including those pending or threatened, and any facts likely to give rise to any proceedings which might materially affect the business or financial position of CIMB Commerce Trustee Berhad, or any of its delegates.

11.2 The Trustee's Responsibilities

The Trustee has agreed willingly to assume all their obligations under the deed and all written laws and SC Guidelines which cover the following:

- Take into custody the investments of the Fund and hold the investments in trust for the unitholders.
- Ensure that the Manager operates and administers the Fund in accordance with the provisions of the deed, SC Guidelines and acceptable business practice within the unit trust industry.
- As soon as practicable notify the Securities Commission of any irregularity or breach of the provisions of the deed, SC Guidelines and any other matters which in the Trustee's opinions may indicate that the interests of unitholders are not served.
- Exercise reasonable diligence in carrying out their functions and duties, in actively monitoring the operation and management of the Fund by the Manager to safeguard the interests of unitholders.
- Maintain, or cause the Manager to maintain, proper accounting records and other records as are necessary to enable a complete and accurate view of the Fund to be formed and to ensure that the Fund is operated and managed in accordance with the deed of the Fund, prospectus, the SC Guidelines and securities law.
- Require that the accounts be audited at least annually.

11.3 Trustee's Statement of Responsibility

CIMB Commerce Trustee Berhad, are willing to assume the position and all obligations that come with it under the deed, all relevant written laws and rules of laws.

CIMB Commerce Trustee Berhad has given their consent to be named as trustee in relation to the Fund and have not withdrawn such consent before the date of issue of this Prospectus.

12 TAX ADVISER'S LETTER

**Taxation adviser's letter
in respect of the taxation of the unit trust and the unit holders
(prepared for inclusion in this Prospectus)**

Ernst & Young Tax Consultants Sdn Bhd
Level 23A Menara Milenium
Jalan Damanlela
Pusat Bandar Damansara
50490 Kuala Lumpur

14 December 2020

The Board of Directors
BOS Wealth Management Malaysia Berhad
(formerly known as Pacific Mutual Fund Bhd)
1001, Level 10, Uptown 1
No. 1, Jalan SS21 /58
Damansara Uptown
47400 Petaling Jaya
Selangor Darul Ehsan

Dear Sirs

Taxation of the unit trusts and unit holders

This letter has been prepared for inclusion in this Prospectus in connection with the offer of units in the unit trust fund known as Pacific Millennium Fund (hereinafter referred to as "the Fund").

The purpose of this letter is to provide prospective unit holders with an overview of the impact of taxation on the Fund and the unit holders.

Taxation of the Fund

The taxation of the Fund is subject to the provisions of the Malaysian Income Tax Act 1967 (MITA), particularly Sections 61 and 63B.

Subject to certain exemptions, the income of the Fund comprising profits and other investment income derived from or accruing in Malaysia after deducting tax allowable expenses, is subject to Malaysian income tax at the rate of 24% with effect from the year of assessment 2016.

Tax allowable expenses would comprise expenses falling under Section 33(1) and Section 63B of the MITA. Section 33(1) permits a deduction for expenses that are wholly and exclusively incurred in the production of gross income. In addition, Section 63B allows unit trusts a deduction for a portion of other expenses (referred to as 'permitted expenses') not directly related to the production of income, as explained below.

"Permitted expenses" refer to the following expenses incurred by the Fund which are not deductible under Section 33(1) of the MITA:

- the manager's remuneration,
- maintenance of the register of unit holders,
- share registration expenses,
- secretarial, audit and accounting fees, telephone charges, printing and stationery costs and postage.

These expenses are given a partial deduction under Section 63B of the MITA, based on the following formula:

$$A \times \frac{B}{4C}$$

where

- A is the total of the permitted expenses incurred for that basis period;
- B is gross income consisting of dividend¹, interest and rent chargeable to tax for that basis period; and
- C is the aggregate of the gross income consisting of dividend¹ and interest (whether such dividend or interest is exempt or not) and rent, and gains made from the realisation of investments (whether chargeable to tax or not) for that basis period,

provided that the amount of deduction to be made shall not be less than 10% of the total permitted expenses incurred for that basis period.

Exempt income

The following income of the Fund is exempt from income tax:

- **Malaysian sourced dividends**
All Malaysian-sourced dividends should be exempt from income tax.
- **Malaysian sourced interests (profits)**
 - (i) interest from securities or bonds issued or guaranteed by the Government of Malaysia;
 - (ii) interest from debentures or *sukuk*, other than convertible loan stock, approved or authorized by, or lodged with, the Securities Commission;
 - (iii) interest from Bon Simpanan Malaysia issued by Bank Negara Malaysia;
 - (iv) interest derived from Malaysia and paid or credited by banks licensed under the Financial Services Act 2013 or the Islamic Financial Services Act 2013²;
 - (v) interest derived from Malaysia and paid or credited by any development financial institution prescribed under the Development Financial Institutions Act 2002²;
 - (vi) interest from *sukuk* originating from Malaysia, other than convertible loan stock, issued in any currency other than Ringgit and approved or authorized by, or lodged with, the Securities Commission or approved by the Labuan Financial Services Authority (LFSA)³; and
 - (vii) interest which is specifically exempted by way of statutory orders or any other specific exemption provided by the Minister.

¹ Pursuant to Section 15 of the Finance Act 2011, with effect from the year of assessment 2011, dividend income is deemed to include income distributed by a unit trust which includes distributions from Real Estate Investment Trusts.

² Effective from 1 January 2019, the income tax exemption for a unit trust fund, pursuant to Paragraph 35A, Schedule 6 of the Income Tax Act shall not apply to a wholesale fund which is a money market fund.

³ Effective from the year of assessment 2017, the exemption shall not apply to interest paid or credited to a company in the same group or interest paid or credited to a bank licensed under the Financial Services Act 2013 or the Islamic Financial Services Act 2013; or a development financial institution prescribed under the Development Financial Institutions Act 2002.

- **Discount**

Tax exemption is given on discount paid or credited to any unit trust in respect of investments as specified in items (i), (ii) and (iii) above .

Foreign sourced income

Dividends, interest and other income derived from sources outside Malaysia and received in Malaysia by a resident unit trust is exempt from Malaysian income tax. However, such income may be subject to tax in the country from which it is derived.

Gains from the realisation of investments

Pursuant to Section 61 (1) (b) of the MITA, gains from the realisation of investments will not be treated as income of the Fund and hence, are not subject to income tax. Such gains may be subject to real property gains tax (RPGT) under the Real Property Gains Tax Act 1976 (RPGT Act), if the gains are derived from the disposal of chargeable assets, as defined in the RPGT Act.

Implementation of Sales and Service Tax (“SST”)

Sales and Service Tax (“SST”) was re-introduced effective 1 September 2018. Sales Tax of 10% (most common rate) or 5% is charged by Malaysian manufacturers of taxable goods or upon importation into Malaysia of such taxable goods, unless specifically exempted under the Sales Tax (Goods Exempted From Tax) Order 2018. Service Tax at the rate of 6% is charged on certain prescribed taxable services performed by taxable persons as stipulated under Service Tax Regulations 2018. The input tax recovery mechanism under the previous GST regime does not apply to SST. Therefore, any SST incurred is not recoverable and will form a cost element for businesses.

Based on the Service Tax Regulations 2018, a unit trust fund is neither regarded as a taxable person nor as providing taxable services and is therefore not liable for SST registration. Where the Fund incurs expenses such as management fees, the management services provided by asset and fund managers are specifically excluded from the scope of Service Tax. As for other fees, such as trustee fees and other administrative charges, these may be subject to 6% service tax provided they fall within the scope of service tax (i.e. are provided by a “taxable person”, who exceeds the required annual threshold (in most cases RM 500,000 per annum) and the services qualify as “taxable services”).

Taxation of unit holders

For Malaysian income tax purposes, unit holders will be taxed on their share of the distributions received from the Fund.

The income of unit holders from their investment in the Funds broadly falls under the following categories:

1. taxable distributions; and
2. non-taxable and exempt distributions.

In addition, unit holders may also realise a gain from the sale of units.

The tax implications of each of the above categories are explained below:

1. Taxable distributions

Distributions received from the Fund will have to be grossed up to take into account the underlying tax paid by the Fund and the unit holder will be taxed on the grossed up amount.

Such distributions carry a tax credit, which will be available for set-off against any Malaysian income tax payable by the unit holder. Should the tax deducted at source exceed the tax liability of the unit holder, the excess is refundable to the unit holder.

Please refer to the paragraph below for the income tax rates applicable to the grossed up distributions.

2. Non-taxable and exempt distributions

Tax exempt distributions made out of gains from the realisation of investments and exempt income earned by the Fund will not be subject to Malaysian income tax in the hands of the unit holders.

Rates of tax

The Malaysian income tax chargeable on the unit holders would depend on their tax residence status and whether they are individuals, corporations or trust bodies. The relevant income tax rates are as follows:

Unit holders	Malaysian income tax rates
<p>Malaysian tax resident:</p> <ul style="list-style-type: none"> • Individual and non-corporate unit holders (such as associations and societies) • Co-operatives⁴ • Trust bodies 	<ul style="list-style-type: none"> • Progressive tax rates ranging from 0% to 30% • Progressive tax rates ranging from 0% to 24% • 24%

⁴ Pursuant to Paragraph 12(1) , Schedule 6 of the MITA, the income of any co-operative society—

(a) in respect of a period of five years commencing from the date of registration of such co-operative society; and

(b) thereafter where the members' funds [as defined in Paragraph 12(2)] of such co-operative society as at the first day of the basis period for the year of assessment is less than seven hundred and fifty thousand ringgit,

is exempt from tax.

Unit holders	Malaysian income tax rates
<ul style="list-style-type: none"> • Corporate unit holders <ul style="list-style-type: none"> (i) A company with paid up capital in respect of ordinary shares of not more than RM2.5 million (at the beginning of the basis period for the year of assessment) and gross income from a source or sources consisting of a business not exceeding RM50 million for the basis period for the year of assessment^{5 6} • Companies other than (i) above 	<ul style="list-style-type: none"> • First RM600,000 of chargeable income @ 17% • Chargeable income in excess of RM600,000 @ 24% • 24%
<p>Non-Malaysian tax resident (Note 1):</p> <ul style="list-style-type: none"> • Individual and non-corporate unit holders • Corporate unit holders and trust bodies 	<ul style="list-style-type: none"> • 30% • 24%

Note 1:

Non-resident unit holders may be subject to tax in their respective countries depending on the provisions of the tax legislation in the respective countries and any existing double taxation arrangements with Malaysia.

⁵ A company would not be eligible for the 17% tax rate on the first RM600,000 of chargeable income if:

- (a) more than 50% of the paid up capital in respect of the ordinary shares of the company is directly or indirectly owned by a related company which has paid up capital in respect of ordinary shares of more than RM2.5 million at the beginning of a basis period for a year of assessment;
- (b) the company owns directly or indirectly more than 50% of the paid up capital in respect of the ordinary shares of a related company which has paid up capital in respect of ordinary shares of more than RM2.5 million at the beginning of a basis period for a year of assessment;
- (c) more than 50% of the paid up capital in respect of the ordinary shares of the company and a related company which has a paid up capital in respect of ordinary shares of more than RM2.5 million at the beginning of a basis period for a year of assessment is directly or indirectly owned by another company.

⁶ The above excludes a business trust and a company which is established for the issuance of asset-backed securities in a securitization transaction approved by the Securities Commission.

Gains from sale of units

Gains arising from the realisation of investments will generally not be subject to income tax in the hands of unit holders unless they are insurance companies, financial institutions or traders / dealers in securities.

Unit splits and reinvestment of distributions

Unit holders may also receive new units as a result of unit splits or may choose to reinvest their distributions. The income tax implications of these are as follows:

- Unit splits – new units issued by the Fund pursuant to a unit split will not be subject to income tax in the hands of the unit holders.
- Reinvestment of distributions – unit holders may choose to reinvest their income distribution in new units by informing the Manager. In this event, the unit holder will be deemed to have received the distribution and reinvested it with the Fund.

We hereby confirm that, as at the date of this letter, the statements made in this letter correctly reflect our understanding of the tax position under current Malaysian tax legislation and the related interpretation and practice thereof, all of which are subject to change, possibly on a retrospective basis. We have not been retained (unless specifically instructed hereafter), nor are we obligated to monitor or update the statements for future conditions that may affect these statements.

The statements made in this letter are not intended to be a complete analysis of the tax consequences relating to an investor in the Fund. As the particular circumstances of each investor may differ, we recommend that investors obtain independent advice on the tax issues associated with an investment in the Fund.

Yours faithfully
Ernst & Young Tax Consultants Sdn Bhd

Bernard Yap
Partner

Ernst & Young Tax Consultants Sdn Bhd has given its consent to the inclusion of the Taxation Adviser's Letter in the form and context in which it appears in this Prospectus and has not withdrawn such consent before the date of issue of this Prospectus.

13 RELATED PARTY TRANSACTIONS / CONFLICT OF INTERESTS

Save for the transactions as disclosed below, the Manager is not aware of any existing or potential related-party-transactions involving the Fund, the Manager, promoters, vendors and/or persons connected to them.

There may be related party transactions involving the Fund where employees of the Manager and Bank of Singapore are the Unitholders of the Fund. Subject to the Manager's approval, employees of the Manager and their immediate family members may purchase units of the Fund without having to pay the sales charge. We have in place policies and procedures to deal with any conflict of interest situation. Our directors, investment committee members and employees are required to disclose any situations where their interests may conflict with those of the Fund; and to refrain from participating in the decision-making process relating to the matter. Where there is any risk of conflict of interest, employees are required to obtain prior approval before transacting in securities. This is also to ensure that transactions for the Fund are executed in the best manner so as to benefit the Fund.

As at 24 December 2020, none of our directors or substantial shareholders have any direct or indirect interest in other corporations carrying out a similar business either locally or foreign except for Olivier Jean Baudoin Marie Denis. Olivier Jean Baudoin Marie Denis is the Senior Managing Director of Bank of Singapore Limited and Non-Executive Director for BOS Wealth Management Limited and BOS Wealth Management Europe.

There are currently no existing experts who have any potential interest / conflict of interest in an advisory capacity with the Manager.

The Trustee has in place policies and procedures to deal with any conflict of interest situation. The Trustee will not make improper use of their position as the legal registered owner of the Fund's assets to gain, directly or indirectly, any advantage or cause detriment to the interest of the unitholders. Any related party transaction is to be made on terms which are best available to the Fund and which are not less favourable to the Fund than an arms-length transaction between independent parties.

13.1 CIMB Commerce Trustee Berhad's Policy on Dealing with Conflict of Interest Elements

CIMB Commerce Trustee Berhad is the Trustee for the Pacific Millennium Fund and there may be proposed related party transactions involving or in connection with the Fund in the following circumstances:

- where the Fund invest in instrument(s) offered by the CIMB Group;
- where the Fund is being distributed by the CIMB Group as IUTA; and
where the assets of the Fund are being custodised by the CIMB Group as sub-custodian of the Fund (i.e. Trustee's delegate).

13.2 Policy on Cross Trades

The Manager may undertake cross trades between funds it is currently managing through approved licensed financial institutions subject to and in accordance with the provisions of relevant laws, regulations and guidelines. The Manager's policy on cross trades shall apply as follows:

- i. A cross trade arises when a security is sold from one portfolio to another on the same day. Cross trades are effected through approved licensed financial institutions, with supporting justification for the cross trades indicating purpose of disposal from the selling portfolio and purchase for the investing portfolio.
- ii. All cross trades for equity and fixed income securities must be approved by the Chief Executive Officer and all transactions for equity securities will be reported to the Investment Committee.
- iii. There should be proper documents made available for audit in respect of the above transactions.

14 ADDITIONAL INFORMATION

14.1 Policies and Procedures to Prevent Money Laundering Activities

We have policies and procedures in place to comply with the legislation in force in Malaysia to prevent money laundering activities. In order to implement these procedures, investors will be required to provide detailed verification of identity including but not limited to proof of identity, residential or registered address, occupation or business, funds or source of income when buying or redeeming units and to periodically update their records. Until satisfactory evidence has been received, we reserve the right to refuse or accept the application form from investors to buy or redeem units or to pay the proceeds of the redemption of units. We may delay or refuse any application without giving any reason for doing so where this is in accordance with our anti-money laundering obligations. We also reserve the right to request additional information including the identity of any beneficial owners as may be required to support the verification of information and to allow us to carry out due diligence exercise on the investors in compliance with the relevant legislation. Any suspicious transaction will be reported to the relevant authority.

14.2 Prudential Control

The Compliance department is responsible for compliance matters and liaises with the Securities Commission to ensure that all laws, regulations, code of conduct and prudential limits are followed.

The Head Compliance is the designated person responsible for compliance and reports to the Board of Directors on compliance matters. In the event that the Head of Compliance is absent, or has resigned, the next-person-in-line will be the designated person responsible for compliance matters until such position is filled.

14.3 Documents Available for Inspection

For a period of not less than 12 months from the date of issuance of this prospectus, copies of the following documents (where applicable) may be inspected at our business and registered office or such other place as the SC may determine:

- The deed and supplemental deed(s) of the Fund;
- The current prospectus and supplementary or replacement prospectus, if any;
- The latest annual and interim reports of the Fund;
- Each material contract or document referred to in the prospectus;
- Where applicable, the audited financial statements of the management company and the Fund for the current financial year and for the last three financial years or if less than three years, from the date of incorporation or commencement;
- Any report, letter or other document, valuation and statement by an expert, any part of which is extracted or referred to in the prospectus. Where a summary expert's report is included in the prospectus, the corresponding full expert's report should be made available for inspection;
- Writ and relevant cause papers for all material litigation and arbitration disclosed in the prospectus; and
- Consent given by an expert disclosed in the prospectus.

14.4 Deed of The Fund

The Fund is governed by the deed and supplemental deed as follows:

Fund	Deed
Pacific Millennium Fund	Master Deed: 14 April 1999 First Supplemental Deed: 13 June 2000 Second Supplemental Deed: 7 August 2000 Third Supplemental Deed: 18 December 2000 Fourth Supplemental Deed: 30 August 2007 Supplemental Master Deed: 27 April 2011 Second Supplemental Master Deed :2 June 2011 Third Supplemental Master Deed: 4 March 2013 Fourth Supplemental Master Deed: 5 October 2020

14.5 Inspection of the Registration of Unitholders

The Register of unitholders is kept at our business office at 1001, Level 10, Uptown 1, No. 1 Jalan SS21/58, Damansara Uptown, 47400 Petaling Jaya, Selangor and at our registered office at 19th Floor, Menara OCBC, No. 18 Jalan Tun Perak, 50050 Kuala Lumpur. You are invited to inspect the register at any time during operating hours: Monday to Friday.

15 MANAGER'S HEAD OFFICE AND IUTA(S)

HEAD OFFICE

1001, Level 10, Uptown 1,
No. 1 Jalan SS21/58,
Damansara Uptown,
47400 Petaling Jaya, Selangor
Tel: 03-7712 3000
Fax: 03-7712 3001
E-mail: customercare@boswm.com
Website: www.boswealthmanagement.com.my

INSTITUTIONAL UNIT TRUST ADVISERS

For more details on the list of appointed Institutional Unit Trust Advisers (IUTA), please contact the Manager or refer to www.boswealthmanagement.com.my.

Our IUTA may not carry the complete set of our funds. Investments made via our IUTA may be subject to different terms and conditions.

This page has been left blank intentionally.

BOS WEALTH MANAGEMENT MALAYSIA BERHAD (formerly known as Pacific Mutual Fund Bhd) 199501006861 (336059-U)
A subsidiary of Bank of Singapore

1001, Level 10, Uptown 1,
No. 1 Jalan SS21/58, Damansara Uptown,
47400 Petaling Jaya, Selangor
Tel: 03-7712 3000 Fax: 03-7712 3001
customercare@boswm.com
www.boswealthmanagement.com.my