

**SUPPLEMENTARY INFORMATION MEMORANDUM**  
**Dated 25th Day of February 2021**

**MCIL INTL SERIES 2 LTD.**

(Company No. LL17133)

**This Supplementary Information Memorandum replaces and supersedes the previous  
Information Memorandum dated 1<sup>st</sup> day of January 2021**



**mcil**  
INTERNATIONAL

**THE FUND NAME:**  
**MCIL Series 2 Fund**

**PROMOTER AND FUND MANAGER :**  
**QuantumScalp Ltd.**  
(Company No. LL17226)

**AUDITORS:**  
**Approved Auditors in Labuan**

THIS INFORMATION MEMORANDUM IS INTENDED TO PROVIDE INFORMATION TO ASSIST YOU TO CONSIDER INVESTING IN MCIL SERIES 2 FUND. IT DOES NOT AMOUNT TO A RECOMMENDATION, OFFER OR INVITATION, EITHER EXPRESSLY OR BY IMPLICATION, TO MAKE AN INVESTMENT IN MCIL INTL SERIES 2 LTD. THIS DOCUMENT MAY NOT CONTAIN ALL THE INFORMATION THAT YOU NEED TO EVALUATE INVESTING IN MCIL SERIES 2 FUND.

YOU ARE ADVISED TO CAREFULLY READ AND UNDERSTAND THE CONTENTS OF THE INFORMATION MEMORANDUM BEFORE CONSIDERING INVESTING. YOU ARE ALSO ADVISED TO CONSULT A PROFESSIONAL AND INDEPENDENT INVESTMENT ADVISER PRIOR TO MAKING ANY INVESTMENT DECISION IN MCIL SERIES 2 FUND.

MCIL SERIES 2 FUND SHALL NOT BE OFFERED TO MALAYSIAN RESIDENTS IN ANY PART OF MALAYSIA EXCEPT IN LABUAN.

## RESPONSIBILITY STATEMENTS

THE PROMOTER AND / OR MANAGER HAVE SEEN AND APPROVED THIS INFORMATION MEMORANDUM, THEY COLLECTIVELY AND INDIVIDUALLY ACCEPT FULL RESPONSIBILITY FOR THE ACCURACY OF INFORMATION CONTAINED HEREIN. HAVING MADE ALL REASONABLE ENQUIRIES, AND TO THE BEST OF THEIR KNOWLEDGE AND BELIEF, THEY CONFIRM THERE ARE NO FALSE OR MISLEADING STATEMENT OR OTHER FACTS WHICH, IF OMITTED, WOULD MAKE ANY STATEMENT IN THIS INFORMATION MEMORANDUM FALSE OR MISLEADING.

MCIL SERIES 2 FUND SEEKS TO PROVIDE REGULAR INCOME TO INVESTORS BY INVESTING IN A WIDE RANGE OF HIGHLY LIQUID ASSETS SUCH AS FIXED INCOME, MONEY MARKETS, STOCKS, FUTURE, FORWARDS, OTHER COLLECTIVE INVESTMENT SCHEMES AND MANAGED ACCOUNTS OR FUNDS GLOBALLY.

MOST MARKETS AND SECURITIES HAVE REGULAR PRICE MOVEMENTS AND IF THIS IS MONITORED AND ANALYZED CLOSELY, IT CREATES A RECOGNIZABLE PRICE TREND AND PATTERN OR 'SWING' WHICH CAN BE EXPLOITED BY FUND MANAGERS. THE WIDE INVESTMENT MANDATE OF THIS FUND IS TO GIVE MANAGER THE FLEXIBILITY TO CAPITALIZE ON THE PRICE 'SWINGS' OF A WIDE RANGE OF DIVERSE MARKETS TO GENERATE POSITIVE RETURNS.

MCIL SERIES 2 FUND POSSIBLY WILL ALSO INVEST IN THE RESPECTIVE MARKET MANAGED BY SUB-MANAGER TO RIDE ON THEIR SYSTEM AND EXPERTISE. IN DOING SO, THE MANAGER WILL STUDY THEIR TRACK RECORD AND EXPERTISE TO ENSURE GOOD PERFORMANCE. ONE OF THE KEY CONSIDERATIONS WHICH THE MANAGER WILL LOOK AT, BESIDES CONSISTENT GOOD PERFORMANCE AND SYSTEMATIC TRADING STRATEGY, IS THEIR INVESTMENT STRATEGY MUST BE CONSISTENT WITH THE MCIL SERIES 2 FUND. THE MCIL SERIES 2 FUND MAY ALSO FULLY CAPITALIZE THE LEVERAGE OPPORTUNITY IN SOME MARKETS SUCH AS COMMODITY INTEREST TO MAXIMIZE RETURNS.

MCIL SERIES 2 FUND MAY ALSO INVEST IN QUOTED & UNQUOTED EQUITY, REGULATED & NON-REGULATED FUND, OR ANY SEGREGATED FUND RELATED PRIVATE PLACEMENT AND RELATED SECURITIES. PRIVATE PLACEMENT SECURITIES ARE NOT REGISTERED WITH THE RELEVANT SECURITIES AND EXCHANGE COMMISSION AND OFTEN NOT LISTED. THEY ARE NOT GUARANTEED BY ANY GOVERNMENT OR OTHER PERSON. THE PRICE AT WHICH INVESTORS ARE ABLE TO SELL PRIVATE PLACEMENT SECURITIES IS UNCERTAIN. THEIR LISTED PRICE MAY GOES UP OR DOWN DEPENDING ON GENERAL FINANCIAL MARKET CONDITIONS AND THE AVAILABILITY OF BETTER RATES OF RETURN OF OTHER INVESTMENT INSTRUMENTS. THERE MAY BE NO LIQUID MARKET FOR THESE SECURITIES. INVESTORS WHO WISH TO SELL THEIR SECURITIES MAY BE UNABLE TO DO SO AT A PRICE ACCEPTABLE TO THEM, OR AT ALL.

THERE ARE CERTAIN RISK FACTORS WHICH PROSPECTIVE INVESTORS SHOULD CONSIDER. TURN TO SECTION 7 OF THIS INFORMATION MEMORANDUM FOR "RISK FACTORS". THERE IS ALSO A RISK THAT THE MANAGER OF MCIL SERIES 2 FUND MAY DECIDE AGAINST PAYING DIVIDENDS DUE TO REASONS SUCH AS INSUFFICIENT DISTRIBUTABLE INCOME. ACCORDINGLY, IN THE EVENT THAT MCIL SERIES 2 FUND DOES NOT PAY DIVIDEND, AN INVESTOR HAS NO ENTITLEMENT TO DEMAND FOR THE DIVIDEND.

YOU SHOULD, THEREFORE, CAREFULLY CONSIDER WHETHER THIS INVESTMENT IS SUITABLE FOR YOU IN LIGHT OF YOUR FINANCIAL CONDITION. THIS BRIEF STATEMENT CANNOT DISCLOSE ALL THE RISKS AND SIGNIFICANT ASPECTS OF MCIL SERIES 2 FUND. THIS DOCUMENT ALSO DOES NOT PURPORT TO CONTAIN ALL THE INFORMATION THAT YOU MAY NEED TO EVALUATE A POTENTIAL INVESTMENT.

## STATEMENT OF DISCLAIMER

YOU ARE ADVISED TO READ AND UNDERSTAND THE FULL CONTENTS OF THIS INFORMATION MEMORANDUM, IF IN DOUBT, YOU ARE STRONGLY ADVISED TO CONSULT A PROFESSIONAL ADVISER.

A COPY OF THIS INFORMATION MEMORANDUM HAS BEEN LODGED WITH THE LABUAN FINANCIAL SERVICES AUTHORITY (“LFSA”) AS A PRIVATE MUTUAL FUND AND IS GOVERNED UNDER LABUAN FINANCIAL SERVICES AND SECURITIES ACT 2010. THE CONTENTS OF THIS INFORMATION MEMORANDUM MAY BE CHANGED TO COMPLY WITH RELEVANT GUIDELINES ISSUED BY THE LFSA FROM TIME TO TIME.

THE LODGMENT OF THIS INFORMATION MEMORANDUM WITH THE LFSA SHOULD NOT BE TAKEN AS AN INDICATION THAT THE LFSA RECOMMENDS ANY INVESTMENT IN MCIL INTL SERIES 2 LTD OR ASSUMES RESPONSIBILITY FOR THE CORRECTNESS OF ANY STATEMENT MADE, OR OPINION OR REPORT EXPRESSED IN THIS INFORMATION MEMORANDUM.

THE LFSA IS NOT LIABLE FOR ANY NON-DISCLOSURES OR MISLEADING STATEMENTS IF ANY ON THE PART OF MCIL INTL SERIES 2 LTD AND IS NOT RESPONSIBLE FOR THE CONTENTS OF INFORMATION MEMORANDUM. THE LFSA MAKES NO REPRESENTATION ON THE ACCURACY AND COMPLETENESS OF THIS INFORMATION MEMORANDUM, AND EXPRESSLY DISCLAIMS ANY LIABILITY WHATSOEVER ARISING FROM, OR WHERE THERE IS ANY RELIANCE ON THE WHOLE OR ANY PART OF, ITS CONTENTS.

THE CONTENTS IN THIS INFORMATION MEMORANDUM ARE INTENDED TO PROVIDE BACKGROUND INFORMATION OF MCIL SERIES 2 FUND ONLY. IT DOES NOT AMOUNT TO A RECOMMENDATION, SOLICITATION, OFFER OR INVITATION, EITHER EXPRESSLY OR BY IMPLICATION, TO MAKE AN INVESTMENT IN THE MCIL SERIES 2 FUND. THIS DOCUMENT ALSO DOES NOT PURPORT TO CONTAIN ALL THE INFORMATION THAT YOU MAY NEED TO EVALUATE AN INVESTMENT IN MCIL SERIES 2 FUND. INVESTORS ARE ADVISED NOT TO RELY SOLELY ON THE CONTENTS IN THIS INFORMATION MEMORANDUM AND TO MAKE THEIR OWN EVALUATION TO ASSESS THE MERITS AND RISKS OF INVESTING IN MCIL SERIES 2 FUND. IN CONSIDERING AN INVESTMENT IN MCIL SERIES 2 FUND, ALL INVESTORS ARE ADVISED TO CONSULT QUALIFIED PROFESSIONAL INVESTMENT ADVISERS BEFORE DECIDING ON PROCEEDING WITH ANY INVESTMENT. MCIL SERIES 2 FUND IS NOT OFFERED TO MALAYSIAN RESIDENTS IN MALAYSIA EXCEPT IN LABUAN.

NO REDEEMABLE PREFERENCE SHARES IN MCIL SERIES 2 FUND WILL BE ISSUED OR SOLD BEFORE THE ACKNOWLEDGEMENT ISSUED BY THE LFSA.



CHONG CHEONG SIN  
MANAGING DIRECTOR  
QUANTUMSCALP LTD.

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## 1. DEFINITIONS

In this Information Memorandum, the following abbreviations or words should have the following meanings unless expressly stated:

<b>Agent</b>	means person who is registered as agents with the Manager.
<b>Act</b>	means the Labuan Financial Services and Securities Act 2010.
<b>Auditor</b>	means as the word assigned to that word in the Act.
<b>Base Currency</b>	means currency in United States Dollars denomination.
<b>Business Day</b>	means every public working day in Labuan excluding any public holidays.
<b>Commencement Date</b>	means the day of which the investments of MCIL Series 2 Fund may first be made and is the next Business Day after the Initial Offer Period closed date.
<b>Cooling-Off Period</b>	means a period set by the Manager within which investors may cancel the investment and the Manager shall return the invested sum by the investor net-off any cost incurred.
<b>Financial Year End</b>	means each period of twelve months ending on 31 <sup>st</sup> December of each year.
<b>Information Memorandum</b>	refers to the Information Memorandum of MCIL INTL Series 2 Ltd dated 1 <sup>st</sup> day of January 2021.
<b>Initial Offer Period</b>	means three (3) months period after MCIL Series 2 Fund have lodged its first Information Memorandum.
<b>LFSA / the Authority</b>	means the Labuan Financial Services Authority.
<b>Lock-in Period</b>	means two (2) years or twenty-four (24) months of investment tenure.

<b>Long-Term</b>	means a period of 12 months. If the last day of the period end of 12 months falls on a public holiday, it shall be the next Business Day.
<b>Maturity Day</b>	means the next Business Day immediately following the end of Lock-In Period of the respective investment and /or Redeemable Preference Share class.
<b>Fund or MCIL Series 2 Fund</b>	means MCIL INTL Series 2 Ltd.
<b>Premature Redemption</b>	means the selling of investment and/or Redeemable Preference Shares subscribed by the investor of MCIL Series 2 Fund before the expiry of the Maturity Day of the investment and/or Redeemable Preference Shares.
<b>Redeemable Preference Shares</b>	means the Non-Cumulative Redeemable Preference Shares issued by MCIL Series 2 Fund and made available for subscription at the offer price in accordance with the terms and conditions of this Information Memorandum.
<b>Redemption</b>	means the selling of Redeemable Preference Shares held by investors to MCIL Series 2 Fund or repurchase of Redeemable Preference Shares by MCIL Series 2 Fund from investors.
<b>Redemption Fee</b>	means redemption charges or fees imposed on investors when they sell their Shares.
<b>Redemption Notice</b>	means notice and/or request given to the Manager by the investors to redeem investment in MCIL Series 2 Fund and/or Redeemable Preference Shares.
<b>Securities</b>	means any tradable financial asset including both debt and equity such as debt paper, certificate of deposit, banknotes, bonds, debentures, promissory notes, stock, shares or derivatives such as forwards, futures, options and swap irrespective whether they are listed in an exchange or not.
<b>Fund Manager or Manager</b>	means QuantumScalp Ltd.
<b>Subscription Fee/ Sales Charge</b>	means an amount imposed to investor by MCIL Series 2 Fund that not exceeding a pre-described percentage of the Redeemable Preference Shares subscribed.

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<b>Subscription Date</b>	means the first Business Day of each calendar month after the end of the Initial Offering Period and/or such other day or days as the Manager may determine, either generally or in any particular case.
<b>The Custodian</b>	means a company who has been appointed by the Manager to be the custodian of MCIL Series 2 Fund's assets.
<b>Sub-Manager</b>	means a third party appointed by the Manager to assist in the management of the Fund or specific portfolio.
<b>USD</b>	Means United States Dollars
<b>Valuer</b>	means firm(s) appointed by the Manager to value MCIL Series 2 Fund's direct real estate in accordance with this Information Memorandum.

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## 2. INTERPRETATION

### *About this Information Memorandum*

A copy of this Information Memorandum dated 1<sup>st</sup> day of January 2021 has been lodged with LFSA as a private mutual fund under the Labuan Financial Services and Securities Act 2010. This shall be guided by relevant guidelines issued by LFSA from time to time.

LFSA is not liable for any non-disclosure or misleading statement(s), if any in this Information Memorandum and takes no responsibility for the contents of this Information Memorandum. LFSA makes no representation on the accuracy and completeness of this Information Memorandum, and expressly disclaims any liability whatsoever for any loss howsoever arising from, or in reliance upon, the whole or any part of contents herein.

### *Defined words and expressions*

Certain capitalized words and expressions used in this Information Memorandum have defined meanings which are explained in the Definitions.

All references to the plural herein shall also mean the singular and to the singular shall also mean the plural unless the context otherwise requires.

### *Offer and issuer*

The offer contained in this Information Memorandum is an offering to prospective investors to subscribe to a total of fifty million (50,000,000) Redeemable Preference Shares each with a par value of USD one (USD 1.00). MCIL Series 2 Fund attempts to raise a total of USD fifty million (USD 50,000,000.00) with the ability to raise more or less.

Although at this juncture MCIL Series 2 Fund only offers to issue a single class Redeemable Preference Shares, MCIL Series 2 Fund is allowed to issue other classes of shares in the event that it decides to do so in a later date subject to the compliance of the relevant laws and guidelines then issued by LFSA.

### *How to obtain an Information Memorandum and Application Form*

This Information Memorandum may be obtained in electronic format that can be downloaded from MCIL INTL Series 2 Ltd.'s website [www.mcilintl.com](http://www.mcilintl.com). However, please be reminded that this Information Memorandum is a private and confidential document. The ability to download this Information Memorandum electronically does not mean and should not be assumed that this is a recommendation, offer or invitation to make an investment in MCIL Series 2 Fund. The Information Memorandum downloaded from the website shall be used as an information and reference document only.

***Restrictions on distribution***

This Information Memorandum is intended to provide background and salient information to assist you to understand the investment objectives of MCIL Series 2 Fund. It does not constitute a recommendation, offer or invitation, either expressly or implication, to make an investment in MCIL Series 2 Fund. This Information Memorandum also does not purport to contain all the information that you may need to evaluate a potential investment.

You are advised to read and understand the contents of this Information Memorandum and you are strongly advised to consult a professional and independent financial or investment adviser before making any investment decision in MCIL Series 2 Fund. This Fund shall not be offered to Malaysian residents in any part of Malaysia except in Labuan.

***Tenure and Geographical***

Subject to terms and conditions stated in clause 9.8 and 13.4 hereinafter, MCIL Series 2 Fund offers investments for a period of two (2) years or twenty-four (24) months to potential investors. MCIL Series 2 Fund shall operate perpetually, unless the Manager have foreseen that MCIL Series 2 Fund is unsustainable due to unforeseen circumstance.

MCIL Series 2 Fund is open to invest into generic investment in various financial instrument include but not limited to quoted & unquoted equity, regulated & non regulated fund, or any segregated fund related private placement and related securities in Europe, London, Middle East and Asia Region in particular China, Singapore, Malaysia and Vietnam.

***Exclusive distributor***

In order to ensure MCIL Series 2 Fund is distributed by approved party, MCIL Series 2 Fund will only be distributed by exclusive distributor appointed by the Manager. The exclusive distributor may also provide nominee account in which shares belonging to clients are held, making buying and selling those shares easier.

***No representations other than this Information Memorandum***

Unless appointed in writing by the Manager, no person is authorized to give any information or to make any representation in connection with this Information Memorandum.

This Information Memorandum does not take into account your investment objectives, financial situation or risk appetite. It also does not provide financial product or investment advice. You should carefully consider these factors in light of your personal circumstances. If you do not understand any part of this Information Memorandum, it is strongly recommended that you seek professional guidance before deciding whether nor not to invest. After obtaining independent and professional financial and investment advice and where you have still have doubts regarding MCIL Series 2 Fund, you are asked to not invest.

### 3. CORPORATE DIRECTORY

#### PROMOTER AND FUND MANAGER

Name: QuantumScalp Ltd.  
(Company No. LL17226)  
Registered Office: Unit Level 9F(2), Main Office, Financial Park Labuan Jalan Merdeka, 87000 F.T. Labuan, Malaysia.  
Telephone Number: +6087 - 416 111  
Facsimile Number: +6087 - 416 116  
Email: [admin@quantumscalp.com](mailto:admin@quantumscalp.com)

#### COMPANY SECRETARY

Name: BBS Corporate Services Limited (Company No. LL15572)  
Business Address: Unit Level 9F(2), Main Office, Financial Park Labuan Jalan Merdeka, 87000 F.T. Labuan, Malaysia.  
Telephone Number: +6087 - 416 111  
Facsimile Number: +6087 - 416 116  
Email: [info@bbstrust.com](mailto:info@bbstrust.com)

#### FUND ADMINISTRATOR

Name: BBS Corporate Consulting Limited (Company No. LL13824)  
Registered Office : Unit Level 11(A), Main Office, Financial Park Labuan Jalan Merdeka, 87000 F.T. Labuan, Malaysia  
Business Address: Lot No. 3A-2, Office Level 3A, Labuan Times Square, 87000 F.T. Labuan, Malaysia.  
Telephone Number: +6087 850 182  
Email: [info@bbscorp.my](mailto:info@bbscorp.my)

#### AUDITORS

As of date of this Information Memorandum, MCIL Series 2 Fund has not confirmed on appointment of Auditors, the proposed Auditors for the Company will be any approved Auditors in Labuan.

## 4. KEY DATA OF MCIL SERIES 2 FUND

This section provides the summary of the information of MCIL Series 2 Fund for investors' easy reference. Investors are advised to read and understand the whole Information Memorandum and if necessary, consult a qualified adviser before making any investment decision.

FUND INFORMATION	
<b>Fund Name</b>	MCIL Series 2 Fund
<b>Investment Objective</b>	MCIL Series 2 Fund aims to provide regular income for investors seeking long-term investment.
<b>Principal Investment Strategy</b>	MCIL Series 2 Fund is focusing and open to invest into generic investment in various financial instrument include but not limited to quoted & unquoted equity, regulated & non regulated fund, or any segregated fund related private placement and related securities in Europe, London, Middle East and Asia Region in particular China, Singapore, Malaysia and Vietnam.
<b>Investor Profile</b>	<p>May be considered by investors who:</p> <ul style="list-style-type: none"> <li>• Seek regular income</li> <li>• Have high risk tolerance in long-term investments</li> <li>• Seek investment in international money market</li> </ul>
<b>Redeemable Preference Shares</b>	Fifty million only (50,000,000) Redeemable Preference Shares issued for subscription by MCIL INTL Series 2 Ltd with the ability to raise more or less.
<b>Initial Offer Price</b>	USD one only (USD 1.00) each per Redeemable Preference Share.
<b>Performance Indicator</b>	Up to twelve percent (12%) per annum.
<b>Tenure</b>	Minimum of two (2) years or twenty-four (24) months.
<b>Lock-in Period</b>	This investment shall be Lock-in for a period of two (2) years or twenty-four (24) months.

<b>Investment Roll-over</b>	Any Redeemable Preference Shares not redeemed upon the expiry of Lock-in Period will automatically be rolled-over into the same Redeemable Preference Shares class with similar terms and conditions without prior notification to the investors.
<b>Investor's Risk Barometer</b>	High risk with more than two (2) years or twenty-four (24) months investment horizon.
<b>Financial Year End</b>	A period of twelve (12) months ending 31 <sup>st</sup> December of every year.
<b>DISTRIBUTION</b>	
<b>Dividend Distribution Policy</b>	MCIL Series 2 Fund intend to distribute dividend every quarter subject to decisions by the Manager and the availability of distributed income.
<b>REDEMPTION</b>	
<b>Redemption Policy</b>	MCIL Series 2 Fund shall redeem the Redeemable Preference Shares at the end of Lock-in Period. However, the Manager reserves the right to redeem the Redeemable Preference Share at any point of time during the Lock-in Period when it deemed fit and necessary.
<b>Redemption Price</b>	At par value of USD One only (USD 1.00) per Redeemable Preference Share.
<b>Redemption Notice</b>	Investor must submit Redemption Notice to the Manager at least forty-five (45) Business Days before the intended redemption date or Maturity Day of the Redeemable Preference Shares. The Manager may reject or delay the processing for payment of redemption proceed in the event the investors failed to submit a complete Redemption Notice or part of the information stated in the Redemption Notice is incomplete or incorrect.

## FEES, CHARGES AND EXPENSES

There are fees and charges involved. Investors are advised to consider the fees and charges before investing in MCIL Series 2 Fund.

The Manager reserves the right to reduce or waive any fees and/or charges on its absolute discretion.

This table below describes the fees and charges that you may incur when you invest in MCIL Series 2 Fund.

<b>Subscription Fee/ Sales Charge</b>	MCIL Series 2 Fund shall charge an upfront subscription fee up to five percent (5%) of the Redeemable Preference Shares issued and subscribed by the investors.
<b>Premature Redemption</b>	Premature Redemption is not allowed. However, the Manager has at its absolute discretion to allow Premature Redemption on a case-to-case basis and charge a premature penalty charge of up to fifteen percent (15%) of the total premature Redeemable Preference Shares redeemed.
<b>Redemption Fee</b>	No redemption fee shall be charged if the redemption is made on or after Maturity Day.
<b>Transfer Fee</b>	Up to zero-point five percent (0.5%) of the Redeemable Preference Shares issued and subscribed at the point of transfer. The Manager reserves the right to reject any transfer request that may contradict the interest of MCIL Series 2 Fund.
The table below describes the fees and expenses that you may incur in addition to the other fees stipulated in clause 8.7 when you invest in MCIL Series 2 Fund.	
<b>Management Fee</b>	Point zero five percent (0.05%) per annum of the Redeemable Preference Shares issued and subscribed chargeable at end of every Financial Year End.
<b>Directors Fee</b>	Point one percent (0.1%) per annum based on Redeemable Preference Shares issued and subscribed as at every quarter of the financial year and payable to each Director at every quarter and on equal sharing basis.

TRANSACTION INFORMATION	
<b>Minimum Initial Investment during the Offer Period</b>	Minimum USD Seventy Thousand only (USD 70,000.00) or any amount equal or not less than Ringgit Malaysia Two Hundred and Fifty Thousand (RM 250,000.00) or an amount equivalent in any foreign currency (exclusive of any subscription fee) or such other amount as is consistent with MCIL Series 2 Fund being registered under Labuan Law.
<b>Minimum Subsequent Investment during the Offer Period</b>	Minimum USD Ten Thousand only (USD 10,000.00) or any amount equal (exclusive of any subscription fee) or such other amount as is consistent with MCIL Series 2 Fund being registered under Labuan Law.
<b>Minimum Redemption Amount</b>	No restriction on minimum redemption amount.
<b>Cooling-Off Period</b>	The period of three (3) Business Days from the date the Manager receives the funds together with the duly completed transaction form. A Cooling-Off right is only given to an eligible investor.

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## **5. STRUCTURE OF AND INFORMATION ON MCIL SERIES 2 FUND**

MCIL INTL Series 2 Ltd was incorporated as a Labuan company under the provisions of the Labuan Companies Act 1990 on 10<sup>th</sup> of November 2020. The sole purpose of MCIL INTL Series 2 Ltd is to hold the Fund's assets and liabilities. It performs no other activities.

The Board of Directors are not responsible for the management and day-to-day operations of the MCIL Series 2 Fund, nor are they responsible for making or approving any investment decisions having mandated such investment responsibilities to the Manager pursuant to the Management Agreement.

In accordance with the Management Agreement, the Manager is responsible for the determination and execution of investment strategies and policies, and for marketing of the Fund. In fulfilling these obligations, the Manager may engage and rely on services of Sub-managers, consultants and advisers. Nevertheless, all investment and divestment decisions shall be taken by the Manager, in line with the investment policy. The authority to make investment or divestment decisions shall lie solely with the Manager. The Manager will review, on a periodic basis, the performance of the Administrator, the Custodian, if any and any other service providers.

A copy of MCIL INTL Series 2 Ltd's Information Memorandum dated 1<sup>st</sup> day of January 2021 has been lodged with LFSA as a private mutual fund and is governed under the Labuan Financial Services and Securities Act 2010 and shall be guided by relevant guidelines issue by LFSA from time to time.

The offer contained in this Information Memorandum is an offering to prospective investors to subscribe to a total of fifty million (50,000,000) Redeemable Preference Shares with a par value of USD one (USD 1.00) each. MCIL Series 2 Fund attempts to raise a total of USD fifty million (USD 50,000,000.00) with the ability to raise more or less.

MCIL Series 2 Fund currently plans to issue a single class Redeemable Preference Shares. However, MCIL Series 2 Fund is allowed to issue multi-classes of other type of shares in the event that it decided to do so in a later date subject to the compliance of the relevant laws and guidelines then issued by LFSA. MCIL Series 2 does not set any minimum subscription proceeds net of cost hence no underwriter will be appointed.

MCIL Series 2 Fund plans to provide regular income to investors as well as to provide long-term returns from various financial instrument. However, the investors should fully understand the risks and rewards in funds such as this with a heavy focus, possible at any time in the investment period, on only a single or a few financial instruments. Investors should be reminded that past performance do not mean or should be assumed to assure that the present or future performance can continue or be repeated.

## 6. INVESTMENT STRATEGY

MCIL Series 2 Fund attempts to provide regular income to investors when hold to expiry of the Lock-in Period. MCIL Series 2 Fund is at the sole and absolute discretion of the Manager focusing and open to invest into generic investment in various financial instruments which include but not limited to quoted and unquoted equity and derivative, regulated and non-regulated fund, or any segregated fund related to private placement and related securities or other financial related marketable trade which are domiciled in Europe, London, Middle East and Asia Region in particular China, Singapore, Malaysia and Vietnam. MCIL Series 2 Fund also allows the investors to participate in large-scale enterprises, projects and development that would normally be far out of reach. This may be done by enabling investors to allocate a suitable proportion of their assets to invest into a specific investment portfolio without acquiring a directly held portfolio. MCIL Series 2 Fund may also acquire stakes or securities of companies in profitable and potential business or investment. The Manager shall in its absolute discretion decides on the extent of investment in each type of these financial instruments.

A proportion of the MCIL Series 2 Fund's assets may be managed by Sub-manager who is specialized in an identified area of investment relevant to MCIL Series 2 Fund's objective including investing in other collective investment schemes.

MCIL Series 2 Fund will apply a bottom-up approach to investable assets selection, the objective of which is to deliver out-performance by targeting absolute return to provide for regular income to investors. From time-to-time MCIL Series 2 Fund may adopt an aggressive weighting to financial instrument which the Manager believes offer the prospect of out-performance and conversely, may underweight to sectors which the Manager believes will under-performed.

MCIL Series 2 Fund will adopt an unconstrained investment strategy where the Manager will invest by exploiting opportunities across the broader markets, irrespective of whether the securities which MCIL Series 2 Fund invest in are listed in any recognized exchange or not, or assigning weightage, restrictions and limitation to MCIL Series 2 Fund's asset exposure to any market, sector, issuer, counter party or securities. The Manager is also not restricted by other investment limitation which forces the Manager to diversify investment into a diverse portfolio.

Although the Manager may have during the period of investment an unconstrained investment strategy there can be no assurance that MCIL Series 2 Fund's investments will be successful or that the objectives of MCIL Series 2 Fund will be achieved. Investment results may vary substantially over time.

There are several risks associated with this investment approach, many of which are beyond the control of the Manager. Please refer to the following Risk Factors section that lists all potential investment risks relating to investment in MCIL Series 2 Fund.

The minimum amount required for initial investment is USD seventy thousand (USD 70,000.00). Subsequent subscriptions must be made in an amount not less than USD ten thousand (USD 10,000.00) or as the Manager may generally or in any particular case determine from time to time.

The Manager has the right to exclude category(s) of persons (including United States Persons), whose participation may adversely affect MCIL Series 2 Fund.

## 7. RISK FACTORS

In evaluating an investment in MCIL Series 2 Fund, the prospective investors should carefully consider all the information contained in this Information Memorandum, including but not limited to the following general and specific risk factors:

### 7.1. Dividend Payment

The ability to pay future dividend and the ability to sustain our dividend policy in the future are largely dependent on the performance of MCIL Series 2 Fund. Hence, in determining the size of any dividend recommendation, MCIL Series 2 Fund will also take into consideration a number of factors, including but not limited to the financial performance, cash flow requirements, debt servicing and financing commitments, availability of distributed reserves and profits/tax credits, future expansion plans, loan covenants and compliance with regulator. There is risk that dividends will not be paid, including where the Manager decides not to pay a dividend. In such circumstances, investors have no entitlement to any payments of dividends.

### 7.2. Concentration and Single Issuer

MCIL Series 2 Fund may invest large investments in a single issuer or security to meet its objective. In the event that this single issuer becomes insolvent or default on its securities, MCIL Series 2 Fund will be considered as unsecured creditor and will have no preferential claims to any assets held by the issuer. This excessive concentration into single issuer can also give rise to possible liquidity risk if the issuer failed to make any repayment or commitment to repay any debt securities. However, in order to mitigate this risk, the Manager endeavors to mitigate this risk by employing a systematic investment process incorporating sound risk management process.

### 7.3. Market Risk

Generally, the investment return on a particular asset is correlated to the return on other assets from the same market, region or asset class. Market risk is impacted by broad factors such as interest rates, availability of credit, economic uncertainty, changes in laws and regulations (including government responses to financial crises and laws relating to taxation of MCIL Series 2 Fund's investment), trade barriers, currency exchange controls, political environment, investor sentiment and significant external events (e.g. natural disasters). These factors may affect the level and volatility of the prices of securities or other financial instruments and the liquidity of MCIL Series 2 Fund's investments. Volatility or illiquidity could impair MCIL Series 2 Fund's profitability or result in losses. MCIL Series 2 Fund may maintain substantial trading positions that can be adversely affected by the level of volatility in the financial markets; the larger the positions, the greater the potential for loss.

#### **7.4. Liquidity Risk**

MCIL Series 2 Fund may invest in investment instruments that later become illiquid or otherwise restricted. MCIL Series 2 Fund might only be able to liquidate these positions at disadvantageous prices, should the Manager determine, or it become necessary, to do so. The decision to hold or liquidate such securities is at the sole discretion of the Manager. Illiquidity in certain markets could make it difficult for MCIL Series 2 Fund to liquidate positions on favorable terms, thereby resulting in losses of MCIL Series 2 Fund. In addition, some of the securities that MCIL Series 2 Fund may acquire may be traded on public exchanges, each exchange typically has the right to suspend or limit trading in the securities which it lists. Such a suspension could render it difficult or impossible for MCIL Series 2 Fund to liquidate its positions and would thereby expose MCIL Series 2 Fund to losses. MCIL Series 2 Fund therefore may be locked into an adverse price movement for several days or more which may result in immediate and substantial loss to investors. This risk is even more prominent in MCIL Series 2 Fund where it is allowed to invest in single issuer, securities and/or sector.

#### **7.5. Management Risk**

Poor management of MCIL Series 2 Fund may jeopardize the investment of investors. Therefore, it is important for the Manager to set investment policies and appropriate strategies to be in line with the investment objective before any investment activities can be considered, there can be no guarantee that these measures will produce the desired results. However, this risk can be mitigated by incorporating strong corporate governance process within the Manager's operating procedures.

#### **7.6. Loan Financial Risk**

Some of the investments undertaken by MCIL Series 2 Fund may be partly financed by loans. Investors may under this circumstance risk losing their initial capital.

#### **7.7. Political, Economic and Environmental Risks**

The performance of MCIL Series 2 Fund may be affected by unforeseen changes in economic and market conditions; uncertainties in political developments such as military conflict and civil unrest, changes in government policies, the imposition of restrictions on the transfer of capital and in legal, regulatory and tax requirements; adverse natural events and conditions such as earthquake and tsunami, pandemic or other natural calamity beyond the control of the management.

## 7.8. Currency Risk

MCIL Series 2 Fund may invest in assets that are denominated in a currency other than the Base Currency of that Fund. Accordingly, the value of an investor's investment may be affected favorably or unfavorably by fluctuations in the rates of the different currencies, as changes in the exchange rate between the Base Currency of MCIL Series 2 Fund and the designated currency of a class may lead to a depreciation and losses of the value of such investments made. However, the Manager may enter into hedging contracts with any bank to mitigate this currency risk if it is anticipated that the exchange rate fluctuation between these currencies will have significant negative impact on MCIL Series 2 Fund.

## 7.9. Inflation Risk

This risk refers to the likelihood that an investor's investments does not keep pace with inflation, thus resulting in the investor's decreasing purchasing power even though the investment in monetary terms may have increased.

## 7.10. Possible Effect of Substantial Redemptions

Substantial redemptions of Redeemable Preference Shares could require MCIL Series 2 Fund to liquidate its positions more rapidly than otherwise desired in order to raise the cash necessary to fund the redemptions. Illiquidity in certain securities could make it difficult for MCIL Series 2 Fund to liquidate positions on favorable terms, which could result in losses or a decrease in the Redeemable Preference Shares of MCIL Series 2 Fund. MCIL Series 2 Fund is permitted to borrow cash necessary to make payments in connection with redemption of the Redeemable Preference Shares when it determines that it would not be advisable to liquidate portfolio assets for that purpose. MCIL Series 2 Fund is also authorized to pledge portfolio assets as collateral security for the repayment of such loans. In these circumstances, the continuing investors will bear the risk of any subsequent decline in the value of MCIL Series 2 Fund's assets.

## 7.11. Deferral of Redemption Payment

During the period of deferral, the Manager may be required to realize assets in MCIL Series 2 Fund to fund redemption requests, and this may entail disposals on a forced sale basis which will adversely impact MCIL Series 2 Fund's financial performance.

## 7.12. Portfolio Turnover

The investment strategy of MCIL Series 2 Fund will involve the taking of frequent trading positions, and, as a result, turnover, processing fee or any other associate expenses of MCIL Series 2 Fund may significantly exceed those of other investment entities of comparable size.

### **7.13. Short Selling**

MCIL Series 2 Fund's investing program might include short selling. Short sales can, in certain circumstances, substantially increase the impact of adverse price movements on MCIL Series 2 Fund's portfolio. A short sale of an investment instrument involves the risk of a theoretically unlimited increase in the market price of the investment instrument which could result in an inability to cover the short position or a theoretically unlimited loss. There can be no assurance that investment instruments necessary to cover a short position will be available for purchase.

### **7.14. Regulatory Change**

Investing and trading in Securities, and particularly in derivatives, may be subject to regulatory change. The possible regulatory changes which may result from these developments are unclear at this time. This process could result in new regulations or restrictions having a material adverse impact on the operations of MCIL Series 2 Fund. Further, there can be no assurance any such changes would not materially impact the ability of the Manager to implement the strategy described herein.

### **7.15. Volatility Risk**

MCIL Series 2 Fund's investment program may involve the purchase and sale of relatively volatile securities and other instruments. Fluctuations or prolonged changes in the volatility of such instruments can adversely affect the value of investments held by MCIL Series 2 Fund.

### **7.16. Country Risk**

MCIL Series 2 Fund invest into generic investment in various financial instrument include but not limited to quoted and unquoted equity, regulated and non-regulated fund, or any segregated fund related to private placement and related securities which are domiciled in Europe, London, Middle East and Asia Region in particular China, Singapore, Malaysia and Vietnam. Any adverse changes in the countries' economic fundamentals, social and political stability, currency movements and foreign investments policies in countries may have an impact on the prices of the securities that invests in and consequently may also affect MCIL Series 2 Fund's Redeemable Preference Shares.

### **7.17. Non-compliance Risk**

This risk arises from non-compliance with laws, rules and regulations, prescribed practices and the management company's internal policies and procedures, for example, due to oversight by the Manager. Such non-compliance may force the Manager to sell down the investments at a loss to rectify non-compliance and in turn affect the value of investors' investment in the wholesale fund.

## 8. FEES, CHARGES AND EXPENSES

There are fees and charges involved. Investors are advised to consider the fees and charges before investing in MCIL Series 2 Fund. **The Manager reserves the right to reduce or waive any fees and/or charges on its absolute discretion.**

### 8.1. Subscription Fee

MCIL Series 2 Fund shall charge an upfront subscription fee up to five percent (5%) of the Redeemable Preference Shares issued and subscribed by the investor.

### 8.2. Premature Redemption Fee

A premature redemption is not allowed in MCIL Series 2 Fund. The Manager has absolute discretion to allow premature redemption on a case-to-case basis and deduct a penalty charge of up to fifteen percent (15%) of the total of Redeemable Preference Shares.

### 8.3. Redemption Fee

No Redemption Fee shall be charged if the redemption is made on or after Maturity Day

### 8.4. Management Fee

The Manager will charge yearly fee of point zero five percent (0.05%) per annum of the Redeemable Preference Shares issued and subscribed at the end of Financial Period, payable annually.

The Manager will also be entitled to be reimbursed for all out-of-pocket expenses properly incurred by it in the performance of its duties for MCIL Series 2 Fund including, without limitation to travelling and related costs of attending meetings in relation to the investments and prospective investments of MCIL Series 2 Fund.

### 8.5. Directors Fee

The proposed director fee is point one percent (0.1%) per annum based on the Redeemable Preference Shares issued and subscribed as at end of every quarter of the financial period and payable to the board of directors on an equal sharing basis.

### 8.6. Transfer Fee

Share transfer fees is up to zero-point five percent (0.5%) of the Redeemable Preference Shares issued and subscribed at the point of transfer. The Manager reserves the right to reject any share transfer request that may have negative impact and interest on MCIL Series 2 Fund.

## 8.7. Others Fees

Fees and expenses that are directly related to MCIL Series 2 Fund and are necessary for the running of MCIL Series 2 Fund may be charged to MCIL Series 2 Fund. These fees and expenses including but not limited to the following:

- Auditors' fee
- Tax advisers' fee
- Taxes
- Tax vouchers
- Cost of printing reports
- Committee members' fee
- Fund initial set-up cost, licensing, and other fund maintenance cost
- Insurance premium on Fund's physical assets (if any)
- Company's government fee
- Information Technology fee
- Professional fee\*

\*Note: These include fees paid to professionals such as consultants, investment advisers, Sub-Managers and valuers for the provision of services including but not limited to, advisory, research, valuation and so on for the benefits of MCIL Series 2 Fund.

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## 9. TRANSACTION INFORMATION

### 9.1. Borrowing Policy

When deemed appropriate, MCIL Series 2 Fund may employ leverage including, without limitation, through borrowing cash, securities and other instruments and entering into derivative transactions and repurchase agreements. MCIL Series 2 Fund may pledge assets as security for borrowings. The use of leverage by MCIL Series 2 Fund will increase the risk of an investment. For the purposes of making investments, MCIL Series 2 Fund may borrow an amount equal to up to fifty percent (50%) of the total Redeemable Preference Shares. The total leverage in MCIL Series 2 Fund will not normally exceed an amount equal to up to fifty percent (50%) of the total Redeemable Preference Shares. MCIL Series 2 Fund may also borrow for the purposes of satisfying redemption requests or paying expenses, if required.

### 9.2. Dividend Distribution Policy

MCIL Series 2 Fund intends to distribute dividend every quarter as determined by the Manager and subject to the availability of distributed income.

### 9.3. Redemption Policy

The Manager shall redeem the Redeemable Preference Shares at the end of Lock-in Period. However, the Manager reserves the rights to redeem at the share based on the Redeemable Preference Shares at any point of time during the Lock-in Period when it deem fit and necessary. The Redemption Policy of the MCIL Series 2 Fund with respect of this Redeemable Preference Shares will be determined by the Manager at their sole discretion.

### 9.4. Investment Restriction

Although MCIL Series 2 Fund will generally make direct investments, there is no restriction preventing MCIL Series 2 Fund from investing indirectly through one or more wholly owned subsidiaries or other vehicles where the Manager consider that this would be commercially and/or tax efficient and/or provide the only practicable means of access to the relevant instrument or strategy.

### 9.5. Investment Information

#### (a) Operational Currency

The operational currency of the MCIL Series 2 Fund will be in USD.

#### (b) Minimum Initial Subscription Amount

The minimum initial investment per applicant is USD seventy thousand (USD 70,000.00) or such lesser amount as the Manager may generally or in any particular case determine, provided that such amount is not less than Ringgit Malaysia two hundred and fifty thousand (RM 250,000.00) (exclusive of any subscription fee) or

any amount equivalent in any foreign currency or such other amount as is consistent with MCIL Series 2 Fund being registered under Labuan Law.

To comply with the Labuan Financial Services and Securities Act 2010 for the establishment of private mutual fund. MCIL Series 2 Fund should not have more than fifty (50) investors in view that the minimum initial investment by investors are capped at USD seventy thousand (USD 70,000.00).

**(c) Minimum Subscription Amount for Subsequent Subscriptions**

Subsequent subscriptions must be made in an amount not less than USD ten thousand (USD 10,000.00), or the Manager may generally or in any particular case determine from time to time.

**(d) Subscription in currencies other than United State dollars**

In the event that subscription monies are received in any currency other than the requested currency, namely, USD, conversion into the requested currency will be arranged by the Manager and/or its appointed exclusive distributors at the risk and expense of the applicant. Any bank charges in respect of electronic transfers will be deducted from subscriptions and the net amount only invested in MCIL Series 2 Fund.

**(e) Subscription Procedure**

Subscribers of the MCIL Series 2 Fund during the Initial Offering Period must send their completed Application Form (refer to Annexure I) so as to be received by the Manager and/or its appointed exclusive distributors by no later than 5:00 p.m. (Labuan time) on the last Business Day of the Initial Offering Period. Cash subscription monies must be sent by electronic transfer, net of bank charges, so that cleared funds are received in the bank account of MCIL Series 2 Fund.

After the Initial Offer Period, subscribers and investors who wish to apply for additional units must send their completed Application Form so as to be received by the Manager and/or its appointed exclusive distributors by no later than 5:00 p.m. (Labuan time) on the last Business Day prior to the applicable Subscription Day. Applications received after this time will be dealt with on the next Subscription Day unless the Manager determine otherwise. Cash subscription monies must be sent by electronic transfer, net of bank charges, so that cleared funds are received in the bank account of the MCIL Series 2 Fund.

Applications may be sent by email provided the original follows promptly. None of Manager and/or its appointed exclusive distributors accepts any responsibility for any loss caused as a result of non-receipt or illegibility of any application sent by facsimile or for any loss caused in respect of any action taken as a consequence of such facsimile instructions believed in good faith to have originated from properly authorised persons.

The Manager and/or its appointed exclusive distributors may reject any application in whole or part and without giving any reason for doing so. If an application is rejected, the subscription monies paid, or the balance thereof, as the case may be, will be returned (without interest) as soon as practicable to the account from which the subscription monies were originally remitted, at the risk and cost of the applicant.

Once a completed Application Form has been received by the Manager and/or its appointed Exclusive Distributors, it is irrevocable. **Please note that the share certificates will not be distributed to investors in respect of MCIL Series 2 Fund.**

**The Manager and/or its appointed exclusive distributors shall not accept cash investment directly into MCIL Series 2 Fund.**

## **9.6. Redemption**

### **(a) Redemption Notice**

Investor must submit Redemption Notice to the Manager at least forty-five (45) Business Days before the intended redemption date or Maturity Day of the Redeemable Preference Shares. The Manager may reject or delay the processing for payment of redemption proceed in the event the investors fail to submit a complete Redemption Notice or part of the information stated in the Redemption Notice is incomplete or incorrect.

The Redemption Notice should send to the address below.

Attn: QuantumScalp Ltd.,  
The Fund Manager of MCIL INTL Series 2 Ltd

Address: Unit Level 9F(2), Main Office Tower, Financial Park Labuan, Jalan Merdeka, 87000 F.T. Labuan, Malaysia

### **(b) Redemption Price**

The redemption price at par value of USD one only (USD 1.00) per Redeemable Preference share.

### **(c) Lock-in Period**

The Lock-in period shall have the same tenure and meaning as per described in the MCIL Series 2 Fund key features of the investment subscribed by the investor.

#### **(i) Redemption Procedure and Notice Period**

Investors wishing to redeem their Redeemable Preference Shares should send a completed Redemption Notice (refer to Annexure II) to the Manager and/or exclusive distributors, so as to be received by the Manager and/or exclusive distributors no later than 5:00 p.m. (Labuan time) on a Business Day falling at least forty-five (45) Business Days (or such shorter period as the Manager may generally or in any particular case permit) prior to the relevant Redemption Day. Unless the Manager agree otherwise, any Redemption Notice received after this time will be held over and dealt with on the next Redemption Day.

The Redemption Notice may be sent by email to the following email address:-

- (a) Attn to The Fund Manager: [admin@quantumscalp.com](mailto:admin@quantumscalp.com)
- (b) C.c to The Fund Administrator: [info@bbscorp.my](mailto:info@bbscorp.my)

The redemption proceeds will not be paid until the original Redemption Notice is received by the Manager and/or exclusive distributors. None of the Manager, and/or exclusive distributors accepts any responsibility for any loss caused as a result of non-receipt or illegibility of any Redemption Notice sent by facsimile or for any loss caused in respect of any action taken as a consequence of such facsimile instructions believed in good faith to have originated from properly authorized persons.

The Manager and/or exclusive distributors will confirm, in writing, receipt of all Redemption Notice that are received in good order. An investor who does not receive a confirmation within three (3) Business Days should contact the Manager and/or exclusive distributors to confirm receipt.

A Redemption Notice may not be revoked by the investor save where redemption has been suspended by the Manager in the circumstances set out in this Information Memorandum.

The Manager are authorised and permitted at its sole discretion to take such action as it reasonably considers necessary or desirable, to suspend any redemption request. Provided however that the Manager may not suspend redemption request for more than six (6) months from the date of Redemption Day in respect of which it fall due.

**(ii) Payment of Redemption Proceeds**

Payment of redemption proceeds will normally be made within thirty (30) Business Days of the later of:

- (a) the relevant Redemption Day; and
- (b) the date on which the Manager and/or exclusive distributors has received the original of the Redemption Notice and such other documentation as may be required.

The Manager are authorised and permitted at its sole discretion to take such action as it reasonably considers necessary or desirable, to defer any redemption payment. Provided however that the Manager may not defer redemption payment for more than three (3) months from the date of Redemption payment is due to be paid in respect of which an investor's redemption request is first made.

### **9.7. Cooling-Off Period**

The cooling-off right is only given to an eligible investor. An eligible investor is a person who is investing in MCIL Series 2 Fund approved by the Manager. The cooling-off right allows investor the opportunity to reverse an investment decision which could have been unduly influenced by certain external elements or factors.

The refund to the investor pursuant to the exercise of his cooling-off right shall be the sum of:

- (a) the Redeemable Preference Shares on the day were first purchased; and
- (b) the sales charge originally imposed on the day the Redeemable Preference Shares were purchased.

The cooling-off period shall be within three (3) Business Days which shall be effective from the date the Manager receives the funds together with the duly completed transaction form. Investor may exercise cooling-off right on any Business Day by giving written notice to the Manager.

Cooling-off application should be made before the cut-off time of 5.00 p.m. on any Business Day. The cut-off time will be determined based on the time and date stamp made at the Manager's office.

### **9.8. Investment Roll-over**

Any Redeemable Preference Shares not redeemed upon the expiry of Lock-in Period will automatically be rolled-over into the same Redeemable Preference share class with the similar terms for another two (2) years or twenty-four (24) months Lock-in Period without prior notification to the investors.

### **9.9. Policy on submission of financial reports**

MCIL Series 2 Fund intends to distribute to its shareholders/subscribers its annual financial statements or reports upon request.

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## 10. INFORMATION ON THE FUND MANAGER

The strategic direction and investment policies of the MCIL Series 2 Fund will be under the stewardship of the Manager's principal, Mr. Chong Cheong Sin.

### **CHONG CHEONG SIN**

**Managing Director**

**QuantumScalp Ltd.**

Mr. Chong Cheong Sin is a masters graduate in applied financial management and a seasoned veteran in institutional funds management, specialising in wealth management, investment research, investment advisory and portfolio management. He was graduated in 2014 with a Bachelor of Business Management (BBM) from Tbilisi Teaching University Gorgasali. He also holds the University's Master of Business Administration (MBA), specialising in Micro-Economic and Risk Management since 2016.

Mr. Chong Cheong Sin is reputed as a self-driven entrepreneur, possessing a track record of initiatives and business results, fluent in English, Mandarin and Bahasa Malaysia. His strength lies in his ability to build and nurture long-term relationships with business partners and institutional clients, founded upon values of collaboration and communication. He is backed by strong technical grounding in products such as equities, currencies, and commodities. He is highly experienced in financial product sales and marketing strategies, coupled with a keen understanding of futures derivative products. Over the past 15 years, he has gained wide exposure to trading and analysis of financial market, as well as various business functions such as investment, business development and building new markets.

Among the key achievements, he has ample experience in managing and leading a vastly experienced trading team, dealing with trading and investment in international currencies markets. He counts over 10 years of experience trading in Currencies, Commodities, and Indices, and has developed unique proprietary systems of trading that are assuredly profitable. Leveraged by extensive know-how in training and technical skills, he can provide consulting to develop trading algorithms and absolute return investment products. He has been invited by various brokerage firms in Asia as a company advisory, aiding in establishing trade systems, IT environments, and products strategies. He also helped multiple fund management firms to develop their very own trading algorithms. In addition, he has participated in the investment committee for two offshore investment funds based in Mauritius and Delaware, advising on the fund formation setup, trading strategies and brokerage firm appointment.

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## **11. ARTICLES FOR THE REDEEMABLE PREFERENCE SHARES**

The rights, privileges, restrictions and conditions of the investors of Redeemable Preference Shares are governed by the Articles of MCIL Series 2 Fund. Any prospective investors should examine these documents thoroughly and consult a professional legal counsel concerning his rights, privileges, restrictions, and conditions before subscribing for the Redeemable Preference share of MCIL Series 2 Fund. Copies of the Articles of MCIL Series 2 Fund are available for inspection by an interested investor at the Registered Office of MCIL Series 2 Fund's office during normal business working hours on any Business Day. The below statements in this Information Memorandum are only a summary, and do not purport to be complete.

MCIL Series 2 Fund has issued and paid up capital of 10,000 ordinary share of USD1.00 each. In the event of liquidation, the ordinary shares rank only for a return of the nominal paid up on those shares before any payment to the investors of the Redeemable Preference Shares or any other shares ranking pari passu with the Redeemable Preference Shares in a liquidation event.

The investors of the ordinary shares shall be entitled to attend, vote at all general meetings and to take any action by written resolution. Ordinary shares carry one (1) vote each on a poll. The investors of ordinary shares are entitled to dividend after the investor of Redeemable Preference Shares.

The Redeemable Preference Shares investors is entitled to receive notice, attend, speaks and voting rights in its own class of share only.

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## 12. FINANCIAL PROJECTION

### 12.1 Proforma Statement of Comprehensive Income

MCIL Intl Series 2 Ltd.

Projected Income Statement for the financial year ended 31 December

(All figures are in USD )

	<u>Proforma Income Statement</u>				
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
<b>Revenue</b>					
Interest income	38,000	91,200	148,200	220,400	277,400
Investment Return	760,000	1,824,000	2,964,000	4,408,000	5,548,000
<b>Total Revenue</b>	<b>798,000</b>	<b>1,915,200</b>	<b>3,112,200</b>	<b>4,628,400</b>	<b>5,825,400</b>
<b>Operating Expenses</b>					
Subscription Fee	(250,000)	(350,000)	(500,000)	(650,000)	(750,000)
Management Fee	(1,900)	(4,560)	(7,410)	(11,020)	(13,870)
Director Fees	(4,750)	(6,650)	(9,500)	(12,350)	(14,250)
Administrative Expenses	(30,000)	(31,500)	(33,075)	(34,729)	(36,465)
Auditors' Remuneration	(10,000)	(10,600)	(11,236)	(11,910)	(12,625)
Professional Fees	(60,000)	(63,600)	(67,416)	(71,461)	(75,749)
Other Operating Expenses	(30,000)	(31,800)	(33,708)	(35,730)	(37,874)
<b>Total Operating Expenses</b>	<b>(386,650)</b>	<b>(498,710)</b>	<b>(662,345)</b>	<b>(827,200)</b>	<b>(940,833)</b>
<b>Profit Before Tax</b>	<b>411,350</b>	<b>1,416,490</b>	<b>2,449,855</b>	<b>3,801,200</b>	<b>4,884,567</b>
Taxation (assuming ESR complied)	-	-	-	-	-
<b>Profit After Taxation</b>	<b>411,350</b>	<b>1,416,490</b>	<b>2,449,855</b>	<b>3,801,200</b>	<b>4,884,567</b>
<b>Net Profit b/f</b>		78,850	459,840	1,161,695	2,274,395
Distribution of Dividend	(332,500)	(1,035,500)	(1,748,000)	(2,688,500)	(3,448,500)
<b>Profit After Distribution of Dividend c/f</b>	<b>78,850</b>	<b>459,840</b>	<b>1,161,695</b>	<b>2,274,395</b>	<b>3,710,462</b>

## 12.2. Proforma Statement of Financial Position

MCIL Intl Series 2 Ltd.

Projected Financial Position as at financial year ended 31 December

(All figures are in USD)

	Year 1	Year 2	Year 3	Year 4	Year 5
<b>ASSETS</b>					
Non Current Assets					
Investment	3,800,000	9,120,000	14,820,000	22,040,000	27,740,000
<b>Total Non Current Assets</b>	<b>3,800,000</b>	<b>9,120,000</b>	<b>14,820,000</b>	<b>22,040,000</b>	<b>27,740,000</b>
Current Assets					
Bank and Cash Equivalents	1,038,850	2,749,840	4,876,695	7,794,395	10,655,462
<b>Total Current Assets</b>	<b>1,038,850</b>	<b>2,749,840</b>	<b>4,876,695</b>	<b>7,794,395</b>	<b>10,655,462</b>
<b>TOTAL ASSETS</b>	<b>4,838,850</b>	<b>11,869,840</b>	<b>19,696,695</b>	<b>29,834,395</b>	<b>38,395,462</b>
<b>EQUITY AND LIABILITIES</b>					
Equity					
Ordinary Shares	10,000	10,000	10,000	10,000	10,000
Participatings Shares	4,750,000	11,400,000	18,525,000	27,550,000	34,675,000
Retained Earnings	78,850	459,840	1,161,695	2,274,395	3,710,462
<b>Total Equity</b>	<b>4,838,850</b>	<b>11,869,840</b>	<b>19,696,695</b>	<b>29,834,395</b>	<b>38,395,462</b>
<b>TOTAL EQUITY AND LIABILITIES</b>	<b>4,838,850</b>	<b>11,869,840</b>	<b>19,696,695</b>	<b>29,834,395</b>	<b>38,395,462</b>

### 12.3. Proforma Cash Flow Statement

MCIL Intl Series 2 Ltd.

Projected Cash Flow Statement for the financial year ended 31 December

(All figures are in USD )

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
<b><u>Cash In flow</u></b>						
Participating Shares Subscribed	4,750,000	6,650,000	9,500,000	12,350,000	14,250,000	47,500,000
Interest income	38,000	91,200	148,200	220,400	277,400	775,200
Investment Return	760,000	1,824,000	2,964,000	4,408,000	5,548,000	15,504,000
<b>Total Cash Inflow</b>	<b>5,548,000</b>	<b>8,565,200</b>	<b>12,612,200</b>	<b>16,978,400</b>	<b>20,075,400</b>	<b>63,779,200</b>
<b><u>Cash Out Flow</u></b>						
Investment	(3,800,000)	(5,320,000)	(5,700,000)	(7,220,000)	(5,700,000)	(27,740,000)
Redemption of Participating Shares	-	-	(2,375,000)	(3,325,000)	(7,125,000)	(12,825,000)
Operating Expenses						
Subscription Fee	(250,000)	(350,000)	(500,000)	(650,000)	(750,000)	(2,500,000)
Management Fee	(1,900)	(4,560)	(7,410)	(11,020)	(13,870)	(38,760)
Director Fees	(4,750)	(6,650)	(9,500)	(12,350)	(14,250)	(47,500)
Administrative Expenses	(30,000)	(31,500)	(33,075)	(34,729)	(36,465)	(165,769)
Auditors' Remuneration	(10,000)	(10,600)	(11,236)	(11,910)	(12,625)	(56,371)
Professional Fees	(60,000)	(63,600)	(67,416)	(71,461)	(75,749)	(338,226)
Other Operating Expenses	(30,000)	(31,800)	(33,708)	(35,730)	(37,874)	(169,113)
Taxation	-	-	-	-	-	-
Dividend paid to shareholders of Participating Shares	(332,500)	(1,035,500)	(1,748,000)	(2,688,500)	(3,448,500)	(9,253,000)
<b>Total Outflow</b>	<b>(4,519,150)</b>	<b>(6,854,210)</b>	<b>(10,485,345)</b>	<b>(14,060,700)</b>	<b>(17,214,333)</b>	<b>(53,133,738)</b>
<b>Net Increase in Cash &amp; Cash Equivalent</b>	<b>1,028,850</b>	<b>1,710,990</b>	<b>2,126,855</b>	<b>2,917,700</b>	<b>2,861,067</b>	<b>10,645,462</b>
<b>Cash &amp; Cash Equivalent at the beginning of year</b>	<b>10,000</b>	<b>1,038,850</b>	<b>2,749,840</b>	<b>4,876,695</b>	<b>7,794,395</b>	<b>10,000</b>
<b>Cash &amp; Cash Equivalent at end of the year</b>	<b>1,038,850</b>	<b>2,749,840</b>	<b>4,876,695</b>	<b>7,794,395</b>	<b>10,655,462</b>	<b>10,655,462</b>

## **13. ADDITIONAL INFORMATION**

### **13.1. Fund Manager's Discretion**

The Manager has the absolute discretion to accept or reject, in whole or in part, any application for Redeemable Preference Shares of MCIL Series 2 Fund without giving any reason whatsoever, as recommended by the Manager.

### **13.2. Anti-Money Laundering Policy**

The administration of MCIL Series 2 Fund is fully in compliant with current anti-money laundering requirements and checks will be made on all applicants. All applications for Redeemable Preference Shares must be accompanied by proper identification documents for our verification. We reserve the right to check our investors against various reliable sources for money laundering information. Enhanced due diligence process will be conducted on high-risk customers which would require Managers' review and approval. Categorizing of high-risk investors is based on the Manager's sole discretion. Any cases which are suspicious will be reported to our internal Money Laundering Prevention personnel and if necessary, the matter will then be reported to the LFSA and/or Bank Negara Malaysia.

### **13.3. Conflict of Interest Policy**

The Manager of MCIL Series 2 Fund is or may be involved in other financial, investment and professional activities which may, on occasion, cause conflicts of interest in the management of MCIL Series 2 Fund. In addition, the MCIL Series 2 Fund may enter into transactions at arm's length with companies in the same group as or controlled directly or indirectly by the Manager. In doing so, all parties shall ensure that the performance of their respective duties will not be impaired by any such involvement.

### **13.4. Termination of the MCIL Series 2 Fund**

MCIL Series 2 Fund may be terminated by giving written notice to investors if at any time after the Commencement Date, MCIL Series 2 Fund is in the subjective opinion of the Fund Manager deemed to be uneconomical to continue. Investors will be paid an amount in accordance with the Redeemable Preference Shares of the MCIL Series 2 Fund at the point of termination as calculated by the Auditors of the MCIL Series 2 Fund. For the avoidance of doubt, investors will not be charged any Redemption Fee if the aforesaid is done.

In the event of any disruptive acts or events which are beyond its control, the Manager may terminate or liquidate MCIL Series 2 Fund, in which case any surplus assets after paying off debts, liabilities and fees that are associated with this exercise shall be distributed to the investors accordingly.

## Annexure I

To: QuantumScalp Ltd.  
Fund Manager of MCIL INTL Series 2 Ltd  
Unit Level 9F(2), Main Office Tower, Financial Park Labuan, Jalan Merdeka, 87000  
F.T. Labuan, Malaysia

### SHARES APPLICATION FORM (股份申请书)

#### Important Notes (重要事项) :

##### **Application (申请书)**

1. Minimum initial investment amount shall be USD70,000.00 or any amount equal or more than Ringgit Malaysia Two Hundred Fifty Thousand (RM250,000) (首次投资, 最低金额为 70,000.00 美元 或任何等于或超过马币二十五万令吉 (RM250,000)。)
2. Applicant must be 21 years old and above. (Joint applicant at 18 years old and above) (申请者必须年满 18 岁。 (联合申请人可以是未成年人。))
3. A clear and enlarged photocopy or both sides of the Identity Card/Passport. (须提交清晰、放大的身份证件或护照复印件 (双面)。)
4. For an application who is a corporation (法人实体申请者):
  - the common seal or the company's stamp will have to be affixed.  
(须加盖公章或公司印章。)
  - corporation filling the share application form under the hand of the official must state the capacity of that official.  
(须注明填写股份申请书的官员的职务。)
  - certified copies of the Certificate of Incorporation or Registration together with a certified copy of the Memorandum and Articles of Association or Constitution or By-Laws or Charter and certified copies of the relevant resolutions should be forwarded together with the Share Application Form to the Manager.  
(须将公司成立登记证或注册证的核证副本; 章程及规章、公司章程、附则、宪章的核证副本; 相关议决的核证副本连同本股份申请书一起提交予基金经理。)
  - special resolution of the applicant's Board of Directors, as verified and signed by the company secretary, to invest for a specified sum in The Fund.  
(若要投资于本基金, 必须事先通过该公司董事会的特别议决, 再由公司秘书核实及签字。)

##### **Payment (付款)**

5. Unless otherwise instructed / informed by the company, all cheques, bank drafts or cashiers/money orders must be made payable to "MCIL INTL SERIES 2 LTD" and crossed "ACCOUNT PAYEE ONLY". Please write your name/company's name, NRIC/Passport number/Certificate of Incorporation number on the back of all cheques, bank drafts or cashier's orders/ money orders.  
(除非公司另有指示/通知, 支票、银行汇票或银行本票抬头请写 "MCIL INTL SERIES 2 LTD", 并且在支票左上角画两条平行线, 写上 "ACCOUNT PAYEE ONLY" (只限存入抬头人账户)。请在支票、银行汇票或银行本票背面注明你

的姓名或公司名称; 身份证号码或护照号码或公司成立登记证号码。

##### 6. For joint investment: (联合投资):

- joint applicants may give a Redemption Notice to the Manager with instruction signed by all the applicants aged 18 years old and above.  
(联合申请人可向基金经理发出赎回通知, 该通知书必须包含所有 18 岁及以上的申请人的签字。)
- Payment instruction for Redemption Notice, all payments will be made in the name of the **Principal Holder and/or Joint Holder Accounts**.  
(赎回通知的付款指示, 所有款项将以申请人和/或联合申请人账户的名义支付。)

Please e-mail the form to us at [admin@mcilintl.com](mailto:admin@mcilintl.com) or post it to us at: MCIL Intl Series 2 Ltd., Address: Unit Level 9F(2) Main Office Tower, Financial Park Labuan Jalan Merdeka, 87000 F.T. Labuan, Malaysia. (请通过电子邮件将申请书发送至 [admin@mcilintl.com](mailto:admin@mcilintl.com), 或将申请书邮寄至: MCIL Intl Series 2 Ltd., 地址: Unit Level 9F(2), Main Office Tower, Financial Park Labuan, Jalan Merdeka, 87000 F.T. Labuan, Malaysia。)

##### **Share/Unit Certificate (股份证书)**

7. Investments in the share/unit of The Fund managed by the Manager are script-less, that is, no share/unit certificate(s) will be issued. Only Acknowledgment / Receipt(s) will be issued to investors as confirmation of their investment.  
(由基金经理负责管理的本基金不发股票给投资者, 仅发出确认通知或收据予投资者作为投资的确认。)

##### **Rights of MCIL Fund Manager (MCIL 基金经理的权利)**

8. The Manager reserves the right to accept or reject any application in whole or in part thereof without assigning reasons in respect thereof.  
(基金经理保留接受或拒绝任何申请认购的权利, 无论是全部或一部分, 而且无需提供任何理由。)
9. Investor(s) hereby agree to indemnify the Manager, the Board of Directors and any of its agents against any losses, costs and expenses which may be incurred by any or all of them arising either directly or indirectly in connection with maintaining an investment account with the Manager or, in connection with any instructions / confirmation given in any format made by or on behalf of investor, unless the losses, costs and expenses are due to the wilful default or negligence of the Manager, the Board of Directors or its agents.  
(若是基于要维持投资账户, 或因为投资者或其代表以任何形式发出任何指示或确认而直接或间接导致投资发生任何损失、开销和费用, 投资者愿意对基金经理、董事会及它

所委任的任何代理人作出赔偿，除非有关损失、开销和费用是因基金经理、董事会或其代理人蓄意违约或疏忽所致。)

10. Investor(s) hereby note and acknowledge that they may have provided and may provide personal information ("Data") to the Manager and / or any of its agents. Investors are responsible to notify the Manager in writing within one (1) calendar month of any change to the Data. Investor(s) hereby agree and acknowledge that the Data and investment data may be used or processed by the Manager and / or its agents within or outside

Malaysia for the purpose of the provision of any services related to The Fund and / or investor's investments.

(投资者了解并确认，本身可能已经提供，和将来有可能会提供其个人信息（以下简称“资料”）予基金经理和/或它所委任的任何代理人。若有关资料有任何变更，投资者有责任在壹（1）个月内发出书面通知予基金经理。投资者特此同意并确认，基金经理和/或其代理人可在马来西亚境内外使用或处理上述资料和投资资料，作为提供与 MCIL 基金和/或投资相关的任何服务之用途。

**(A) PRIVATE INDIVIDUAL (私人个体)**

**Name and Particulars of Principal Applicant (申请者姓名和资料)**

Name (as per NRIC/Passport) 姓名 (如同身份证件/护照)	Gender (性别) :
Address (地址)	Postcode (邮编) : Mobile No. (手机号码) : Country (国家) : Email (电邮地址) :
NRIC/Passport No. (身份证件/护照号码)	
Nationality (国籍)	
Occupation (职业)	
Date of Birth (出生日期) – DD-MM-YYYY	

**Name and Particulars of Joint Applicant (联合申请者姓名和资料)**

Name (as per NRIC/Passport) 姓名 (如同身份证件/护照)		
Address (地址)	Postcode (邮编) : Country (国家):	Mobile No. (手机号码) : Email (电邮地址) :
NRIC/Passport No. (身份证件/护照号码)		
Nationality (国籍)		
Occupation (职业)		
Date of Birth (出生日期) – DD-MM-YYYY		

## Payment Instruction for Dividend Payouts (红利支付指示)

<b>Name of Payee</b> (收款人名称)	<i>(Must be the name of the Principal Applicant - 必须是申请者的姓名)</i>
<b>Bank Name</b> (银行名称)	
<b>Address</b> (地址)	
<b>Account Number</b> (账号)	<b>Account Type (✓)</b> (账户类型 - ✓) <input type="checkbox"/> <b>Current</b> (来往账户) <input checked="" type="checkbox"/> <b>Savings</b> (储蓄账户)
<b>SWIFT Code</b> (SWIFT 代码)	

### Investment Details (投资信息)

Amount (USD): 金额 (美元)	<input type="checkbox"/> Initial Investment (首次投资) <input type="checkbox"/> Additional Investment (附加投资)
TT/Cheque No (汇款/支票号码):	Remitting/Issuing Bank (汇款/开证银行) :
Service Charge (%) (费用-%) :	Amount (USD) (金额-美元) :

**Name and Particulars of Beneficiary (受益人姓名和资料)**

In the event of my death, I designate the following as my BENEFICIARY 1 for \_\_\_\_\_% and BENEFICIARY 2 for \_\_\_\_\_%. All amount Capital Sum including dividend / interest that may be payable after my death:

(一旦本人逝世，本人指定以下人士为本人的第一受益人，能继承全额资本总额的 \_\_\_\_\_%， 以及第二受益人，能继承全额资本总额的 \_\_\_\_\_%。在本人逝世后，包括股息或利息在内的全额资本总额应支付予： )

**BENEFICIARY 1 (第一受益人)**

Name (as per NRIC/Passport) 姓名 (如同身份证件/护照)			
Address (地址)	Postcode (邮编) :	Mobile No. (手机号码) :	Country (国家):
NRIC/Passport No. (身份证件/护照号码)			
Nationality (国籍)			
Occupation (职业)			
Date of Birth (出生日期) - DD-MM-YYYY			

**Payment Instruction for Redemption (赎回指示)**

Please make payment in the name of (请将赎回金额支付予)			
(Must be the name of the Beneficiary 1 - 必须是第壹受益人的姓名)			

**Relationship to Applicant (与申请人的关系)** \_\_\_\_\_

**BENEFICIARY 2 (第二受益人)**

Name (as per NRIC/Passport) 姓名 (如同身份证件/护照)			
Address (地址)	Postcode (邮编) :	Mobile No. (手机号码) :	Country (国家):
NRIC/Passport No. (身份证件/护照号码)			
Nationality (国籍)			
Occupation (职业)			
Date of Birth (出生日期) - DD-MM-YYYY			

**Payment Instruction for Redemption (赎回指示)**

Please make payment in the name of (请将赎回金额支付予)			
(Must be the name of the Beneficiary 2 - 必须是第贰受益人的姓名)			

**Relationship to Applicant (与申请人的关系)** \_\_\_\_\_

Any specific instructions (if any) kindly write in to the Company (任何具体说明 (如有) 请以书信通知公司)

DECLARATION BY APPLICANT(S) (投资者声明) :

I/WE THE UNDERSIGNED HEREBY AFFIRM THAT ON MY OWN BEHALF, FREE WILL, CHOICE AND INITIATE HAVE ENQUIRED ABOUT THE FUND AND REQUESTED THE FUND'S DISTRIBUTOR / SALES AGENT OF THE FUND TO BRIEF AND/OR PROVIDE INFORMATION ABOUT THE FUND TO OURSELVES. THE INFORMATION PRESENTED, RECEIVED, AND LEARNED FROM THE DISTRIBUTOR / SALES AGENT SHALL BE TREATED AS STRICTLY PRIVATE AND CONFIDENTIAL AND FOR OUR OWN CONSUMPTION AND REFERENCE ONLY.

(本人/我们, 以下署名者, 特此声明本人乃是代表本身, 并在自己的选择下, 出于自愿和自发的精神对本基金提出查询, 并要求本基金或其代理人为本人/我们扼要讲解和/或提供本基金的相关信息。对于基金或其代理人向本人/我们呈现的信息, 本人/我们将严加保密, 仅供本身参考和使用。)

I/WE FULLY UNDERSTAND THAT THE FUND IS STRICTLY NOT INTENDED TO BE MARKETED OR OFFERED IN MALAYSIA OR MADE AVAILABLE TO ANY MALAYSIANS IN MALAYSIA EXCEPT LABUAN. THE RELEVANT MALAYSIAN AUTHORITIES INCLUDING THE SECURITIES COMMISSION MALAYSIA AND LABUAN FINANCIAL SERVICES AUTHORITY ARE NOT LIABLE FOR ANY NONDISCLOSURE OR MISLEADING STATEMENT ON THE PART OF THE FUND AND TAKE NO RESPONSIBILITY ON THE CONTENTS OF THE INFORMATION MEMORANDUM OF THE FUND. THESE AUTHORITIES ALSO MAKE NO REPRESENTATIONS ON THE ACCURACY AND COMPLETENESS OF THE SUPPLEMENTARY INFORMATION MEMORANDUM OF THE FUND AND SHALL NOT BE LIABLE TO THE INVESTORS AGAINST ANY LIABILITY AND LOSS WHATSOEVER ARISING FROM, OR IN RELIANCE UPON, THE WHOLE OR ANY PART OF THE CONTENT OF THE INFORMATION MEMORANDUM OF THE FUND. (本人/我们明白, 除了在纳闽, 本基金不拟在马来西亚境内销售, 或在马来西亚境内提供供应给任何马来西亚人。马来西亚证券委员会和纳闽金融服务管理局等相关马来西亚当局不对本基金可能产生的信息遗漏或误导性陈述负责, 也不对基金补充信息备忘录呈现的内容负责。此外, 上述有关当局概不对基金补充信息备忘录的准确性和完整性作出任何陈述, 也不应被要求对基金补充信息备忘录的全部或任何部分内容所招致或引起的任何情况承担任何责任。)

I/WE CONFIRM THAT I/WE AM/ARE A SOPHISTICATED INVESTOR BY ALL DEFINITIONS OF THAT CLASSIFICATION KNOWN TO ME; I/WE AM/ARE A SAVVY INVESTOR, I/WE MAKE MY/OUR OWN INVESTMENT DECISIONS AND HAVE LAWFULLY ACQUIRED ASSETS AVAILABLE. (凭着本人/我们对各类型投资者的定义的了解, 本人/我们确认本身为一名成熟的投资者, 也是一名精明的投资者。本人/我们有能力自行作投资决定, 并拥有通过合法途径获得的资产。)

I/WE FURTHER CONFIRM THAT I/WE HAVE REQUESTED INFORMATION FROM THE DISTRIBUTOR / SALES AGENT AND THE DISTRIBUTOR / SALES AGENT HAVE NEITHER SOLICITED OFFERED NOR MARKETS THE FUND TO ME/US DIRECTLY OR INDIRECTLY. THE INFORMATION PROVIDED BY THE DISTRIBUTOR / SALES AGENT IS MERELY INTENDED TO PROVIDE BACKGROUND AND SALIENT INFORMATION OF THE FUND ONLY. IT DOES NOT AMOUNT TO A RECOMMENDATION, OFFER OR INVITATION, EITHER EXPRESSLY OR IMPLICATION, TO MAKE AN INVESTMENT IN THE FUND. (本人/我们进一步确认, 本人/我们已要求基金或其代理人提供信息, 而基金或其代理人并无直接或间接向本人/我们提出献购或销售本基金。基金或其代理人所提供的信息仅为说明该基金的背景和重点, 不可等同为对本基金作出明示或暗示性投资建议、献议或邀约。)

I/WE UNDERSTAND THAT I/WE SHOULD RELY ON MY/OUR OWN EVALUATION TO ASSESS THE MERITS AND RISKS OF THE INVESTMENT. IN CONSIDERING THE INVESTMENT, IF IN DOUBT AS TO THE ACTION TO BE TAKEN, I/WE SHALL CONSULT A QUALIFIED ADVISER IMMEDIATELY. I/WE CONFIRM THAT THE DISTRIBUTOR / SALES AGENT IS SHARING INFORMATION ABOUT THE FUND WITH ME/US ON A REVERSE ENQUIRY BASIS INITIATED BY ME/US. I/WE AGREE THAT ALL EMAILS AND FACSIMILE TRANSMITTED DOCUMENTS SHALL BE TREATED AS ORIGINAL DOCUMENTS. (本人/我们明白本人应凭个人的判断力来评估投资的优势与风险。在考虑投资时, 若对本身即将采取的行动有所疑虑, 本人/我们将即刻咨询合格的投资顾问。本人/我们确认, 基金或其代理人乃是基于本人/我们发出投资询问而展开反向查询, 再与我/我们分享本基金的信息。本人/我们同意, 所有电子邮件和通过传真发送的文件将被视为原件处理。)

I/WE THE UNDERSIGNED HAVE READ AND FULLY UNDERSTAND ALL THE NOTES AND THE TERMS AND CONDITIONS STATED IN THIS FORM AND I/WE WISH TO INVEST IN THE ABOVE-MENTIONED PREFERENCE SHARES AND AGREE TO BE BOUND BY THE AFOREMENTIONED NOTES, TERMS AND CONDITIONS. I/WE AM/ARE ALSO AWARE OF THE FEES AND CHARGES DIRECTLY AND INDIRECTLY INCURRED WHEN INVESTING. I/WE HEREBY DECLARE THAT I/WE AM/ARE THE BENEFICIAL OWNER(S) OF THIS INVESTMENT AND THIS APPLICATION IS NOT FUNDED BY GAINS FROM ANY UNLAWFUL ACTIVITIES AND THAT THE SOURCE OF MY / OUR FUNDS ARE FULLY IN COMPLIANT WITH THE ANTI-MONEY LAUNDERING AND ANTI TERRORISM LAWS OF MALAYSIA.

(本人/我们已阅读并充分理解本申请书的附加说明、条款和条件。本人/我们有意投资上述优先股, 并同意遵守前述附加说明、条款和条件的规定。本人/我们也知悉投资每项/任何基金时必须承担直接和间接的费用与收费。本人/我们特此声明, 本人/我们为本投资的受益拥有人, 同时声明即将投入的资金非来自任何非法活动的收益。本人/我们的资金来源完全符合马来西亚的反洗钱和反恐法律。)

I/WE ALSO ARE WELL AWARE OF AND FULLY AGREE TO BEAR AND TO TAKE ON FOR OURSELVES ONLY ALL THE INVESTMENT RISKS AS OUTLINED IN THE FUND'S INFORMATION MEMORANDUM AND TO ACCEPT THIS INVESTMENT AS A VENTURE ON MY /OUR PART WITH AN UNCONDITIONAL ACCEPTANCE OF ANY RETURNS OR LOSSES AS THE CASE MAY BE WITHOUT ANY RE COURSE TO THE FUND, THE FUND MANAGERS OR THE BOARD OF DIRECTORS. I/WE HAVE TAKEN THE ADVICE HIGHLIGHTED IN THE FUND'S INFORMATION MEMORANDUM AND HAVING READ AND FULLY

UNDERSTOOD ALL THE CONTENTS HAVE MYSELF/OURSELVES CONSULTED WITH INDEPENDENT AND COMPETENT INVESTMENT AND FINANCIAL ADVISERS BEFORE DECIDING TO MAKE AN INVESTMENT IN THE FUND. (本人/我们亦清楚并完全同意只承受及承担基金补充信息备忘录所列的所有投资风险，并接受本项投资为本人/我们的一项风险投资，并无条件接受任何回报或损失（视情况而定），而无需向基金，基金经理或董事会追索。本人/我们已采纳基金补充信息备忘录中强调的建议，并已阅读并充分理解所有内容，在决定投资基金之前，本人/我们已与独立且有能力的投资和财务顾问协商。)

Principal Applicant (申请者)

Name (姓名) :

Date (日期) :

Joint Applicant (if applicable) (联合申请者 (如果适用))

Name (姓名) :

Date (日期) :

**(B) CORPORATE INVESTOR (企业投资者)****Name and Particulars of Corporation (申请公司名称和资料)**

<b>Name (as per Certificate of Incorporation)</b> 名称 (如同法人实体的成立登记证)			
<b>Address</b> (地址)	Postcode (邮编) : <input type="text"/> Country (国家): <input type="text"/> Tel No General (电话-总线): <input type="text"/> Direct(电话-直线): <input type="text"/>		
<b>Email</b> (电邮地址)			
<b>Company No.</b> (公司注册号码)			
<b>Country of Incorporation</b> (注册国家)			
<b>Date of Incorporation</b> (公司成立日期)- DD/MM/YYYY			
<b>Principal Business Activity</b> (主要业务活动)			

**Type of Company - 公司类型 (✓)**

<b>Sole Proprietor</b> (独资企业)	<b>Private Limited</b> (私人有限公司)	<b>Public Limited</b> (公众有限公司)
<b>Partnership</b> (合伙企业)	<b>Organization/Foundation/Trust</b> (组织/基金会/信托)	<b>Others</b> (其它)

**Redemption / Repurchase Instruction Only - 仅限赎回或回购指示 (✓)**

<b>One to sign</b> (其中一人签字)	<b>Both to sign</b> (两人签字)
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**Payment Instruction for Dividend Payouts (红利支付指示)**

<b>Name of Payee</b> (收款公司名称)	<i>(Must be the name of the Corporation - 必须是法人实体的名称)</i>	
<b>Bank Name</b> (银行名称)		
<b>Address</b> (地址)		
<b>Account Number</b> (账号)		
<b>SWIFT Code</b> (Swift 代码)		

**Investment Details (投资信息)**

<b>Amount (USD):</b> 金额 (美元)	<input type="checkbox"/> <b>Initial Investment</b> (首次投资) <input type="checkbox"/> <b>Additional Investment</b> (附加投资)
<b>TT/Cheque No</b> (汇款/支票号码):	<b>Remitting/Issuing Bank</b> (汇款/开证银行) :
<b>Service Charge (%)</b> (费用-%) :	<b>Amount (USD)</b> (金额-美元) :

Any specific instructions (if any) kindly write in to the Company (任何具体说明 (如有) 请以书信通知公司)

DECLARATION BY APPLICANT(S) (投资者声明) :

I/WE THE UNDERSIGNED HEREBY AFFIRM THAT ON MY OWN BEHALF, FREE WILL, CHOICE AND INITIATE HAVE ENQUIRED ABOUT THE FUND AND REQUESTED THE FUND'S DISTRIBUTOR / SALES AGENT OF THE FUND TO BRIEF AND/OR PROVIDE INFORMATION ABOUT THE FUND TO ME/US. THE INFORMATION PRESENTED, RECEIVED, AND LEARNED FROM THE DISTRIBUTOR / SALES AGENT SHALL BE TREATED AS STRICTLY PRIVATE AND CONFIDENTIAL AND FOR OUR OWN CONSUMPTION AND REFERENCE ONLY.

(本人/我们, 以下署名者, 特此声明本人乃是代表本身, 并在自己的选择下, 出于自愿和自发的精神对本基金提出查询, 并要求本基金或其代理人为本人/我们扼要讲解和/或提供本基金的相关信息。对于基金或其代理人向本人/我们呈现的信息, 本人/我们将严加保密, 仅供本身参考和使用。)

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I/WE FULLY UNDERSTAND THAT THE FUND IS STRICTLY NOT INTENDED TO BE MARKETED OR OFFERED IN MALAYSIA OR MADE AVAILABLE TO ANY MALAYSIANS IN MALAYSIA EXCEPT LABUAN. THE RELEVANT MALAYSIAN AUTHORITIES INCLUDING THE SECURITIES COMMISSION MALAYSIA AND LABUAN FINANCIAL SERVICES AUTHORITY ARE NOT LIABLE FOR ANY NONDISCLOSURE OR MISLEADING STATEMENT ON THE PART OF THE FUND AND TAKE NO RESPONSIBILITY ON THE CONTENTS OF THE INFORMATION MEMORANDUM OF THE FUND. THESE AUTHORITIES ALSO MAKE NO REPRESENTATIONS ON THE ACCURACY AND COMPLETENESS OF THE SUPPLEMENTARY INFORMATION MEMORANDUM OF THE FUND AND SHALL NOT BE LIABLE TO THE INVESTORS ON ANY LIABILITY OR LOSS WHATSOEVER ARISING FROM, OR IN RELIANCE UPON, THE WHOLE OR ANY PART OF THE CONTENT OF THE SUPPLEMENTARY INFORMATION MEMORANDUM OF THE FUND. (本人/我们明白, 除了在纳闽, 本基金不拟在马来西亚境内销售, 或在马来西亚境内提供给任何马来西亚人。马来西亚证券委员会和纳闽金融服务管理局等相关马来西亚当局不对本基金可能产生的信息遗漏或误导性陈述负责, 也不对基金补充信息备忘录呈现的内容负责。此外, 上述有关当局概不对基金补充信息备忘录的准确性和完整性作出任何陈述, 也不应被要求对基金补充信息备忘录的全部或任何部分内容所招致或引起的任何情况承担任何责任。)

I/WE CONFIRM THAT I/WE AM/ARE A SOPHISTICATED INVESTOR BY ALL DEFINITIONS OF THAT CLASSIFICATION KNOWN TO ME; I/WE AM/ARE A SAVVY INVESTOR, I/WE MAKE MY/OUR OWN INVESTMENT DECISIONS AND HAVE LAWFULLY ACQUIRED ASSETS AVAILABLE. (凭着本人/我们对各类型投资者的定义的了解, 本人/我们确认本身为一名成熟的投资者, 也是一名精明的投资者。本人/我们有能力自行作投资决定, 并拥有通过合法途径获得的资产。)

I/WE FURTHER CONFIRM THAT I/WE HAVE REQUESTED INFORMATION FROM THE DISTRIBUTOR / SALES AGENT AND THE DISTRIBUTOR / SALES AGENT HAVE NEITHER SOLICITED OFFERED NOR MARKETS THE FUND TO ME/US DIRECTLY OR INDIRECTLY. THE INFORMATION PROVIDED BY THE DISTRIBUTOR / SALES AGENT IS MERELY INTENDED TO PROVIDE BACKGROUND AND SALIENT INFORMATION OF THE FUND ONLY. IT DOES NOT AMOUNT TO A RECOMMENDATION, OFFER OR INVITATION, EITHER EXPRESSLY OR IMPLICATION, TO MAKE AN INVESTMENT IN THE FUND. (本人/我们进一步确认, 本人/我们已要求基金或其代理人提供信息, 而基金或其代理人并无直接或间接向本人/我们提出购或销售本基金。基金或其代理人所提供的信息仅为说明该基金的背景和重点, 不可等同为对本基金作出明示或暗示性投资建议、献议或邀约。)

I/WE UNDERSTAND THAT I/WE SHOULD RELY ON MY/OUR OWN EVALUATION TO ASSESS THE MERITS AND RISKS OF THE INVESTMENT. IN CONSIDERING THE INVESTMENT, IF IN DOUBT AS TO THE ACTION TO BE TAKEN, I/WE SHALL CONSULT A QUALIFIED ADVISER IMMEDIATELY. I/WE CONFIRM THAT THE DISTRIBUTOR / SALES AGENT IS SHARING INFORMATION ABOUT THE FUND WITH ME/US ON A REVERSE ENQUIRY BASIS INITIATED BY ME/US. I/WE AGREE THAT ALL EMAILS AND FACSIMILE TRANSMITTED DOCUMENTS SHALL BE TREATED AS ORIGINAL DOCUMENTS. (本人/我们明白本人应凭个人的判断力来评估投资的优势与风险。在考虑投资时, 若对本身即将采取的行动有所疑虑, 本人/我们将即刻咨询合格的投资顾问。本人/我们确认, 基金或其代理人乃是基于本人/我们发出投资询问而展开反向查询, 再与我/我们分享本基金的信息。本人/我们同意, 所有电子邮件和通过传真发送的文件将被视为原件处理。)

I/WE THE UNDERSIGNED HAVE READ AND FULLY UNDERSTAND ALL THE NOTES AND THE TERMS AND CONDITIONS STATED IN THIS FORM AND I/WE WISH TO INVEST IN THE ABOVE-MENTIONED PREFERENCE SHARES AND AGREE TO BE BOUND BY THE AFOREMENTIONED NOTES, TERMS AND CONDITIONS. I/WE AM/ARE ALSO AWARE OF THE FEES AND CHARGES DIRECTLY AND INDIRECTLY INCURRED WHEN INVESTING. I/WE HEREBY DECLARE THAT I/WE AM/ARE THE BENEFICIAL OWNER(S) OF THIS INVESTMENT AND THIS APPLICATION IS NOT FUNDED BY GAINS FROM ANY UNLAWFUL ACTIVITIES AND THAT THE SOURCE OF MY / OUR FUNDS ARE FULLY IN COMPLIANT WITH THE ANTI-MONEY LAUNDERING AND ANTI TERRORISM LAWS OF MALAYSIA.

(本人/我们已阅读并充分理解本申请书的附加说明、条款和条件。本人/我们有意投资上述优先股, 并同意遵守前述附加说明、条款和条件的规定。本人/我们也知悉投资每项/任何基金时必须承担直接和间接的费用与收费。本人/我们特此声明, 本人/我们为本投资的受益拥有人, 同时声明即将投入的资金非来自任何非法活动的收益。本人/我们的资金来源完全符合马来西亚的反洗钱和反恐法律。)

I/WE ALSO ARE WELL AWARE OF AND FULLY AGREE TO BEAR AND TO TAKE ON FOR OURSELVES ONLY ALL THE INVESTMENT RISKS AS OUTLINED IN THE FUND'S SUPPLEMENTARY INFORMATION MEMORANDUM AND TO ACCEPT THIS INVESTMENT AS A VENTURE ON MY /OUR PART WITH AN UNCONDITIONAL ACCEPTANCE OF ANY RETURNS OR LOSSES AS THE CASE MAY BE WITHOUT ANY RECOURSE TO THE FUND, THE FUND MANAGERS OR THE BOARD OF

DIRECTORS, I/WE HAVE TAKEN THE ADVICE HIGHLIGHTED IN THE FUND'S SUPPLEMENTARY INFORMATION MEMORANDUM AND HAVING READ AND FULLY UNDERSTOOD ALL THE CONTENTS HAVE MYSELF/OURSELVES CONSULTED WITH INDEPENDENT AND COMPETENT INVESTMENT AND FINANCIAL ADVISERS BEFORE DECIDING TO MAKE AN INVESTMENT IN THE FUND. (本人/我们亦清楚并完全同意只承受及承担基金补充信息备忘录所列的所有投资风险，并接受本项投资为本人/我们的一项风险投资，并无条件接受任何回报或损失（视情况而定），而无需向基金，基金经理或董事会追索。本人/我们已采纳基金补充信息备忘录中强调的建议，并已阅读并充分理解所有内容，在决定投资基金之前，本人/我们已与独立且有能力的投资和财务顾问协商。)

Authorized Signature (签字人)

Position (职位):

Date (日期) :

Authorized Signature (签字人)

Position (职位):

Date (日期) :

Company Seal (公司印章)

**MCIL Intl Series 2 Ltd. (Company No. LL17133)**  
(A private fund company incorporated in the Federal Territory of Labuan, Malaysia)

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**DECLARATION ON SOURCE OF FUNDS (关于资金来源的宣言)**

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I/we understand that I/we am/are required to declare the source of the funds that I/we will be depositing into the account/s including future deposits whether in cash, cheque, EFT, RTGS, SWIFT or any other method. Accordingly, I/we wish to declare as follows: (本人/我们理解, 本人/我们需要申报本人/我们将存入账户的资金来源, 包括未来存款, 无论是现金, 支票, 电子转帐 (EFT), 实时结算 (RTGS), SWIFT 或是任何其他方式。因此, 本人/我们希望申报如下: )

That, I/We (本人/我们) \_\_\_\_\_  
(Name/s of account holder/holders) (账户持有人的名称) of (在于)

---

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(address-地址) do hereby declare that the source of the funds that: (在此声明资金来源:)-  
The income depositing into my/our account is/are from the source of (tick as appropriate, can be more than one):

(存入本人/我们账户的收入来自 (根据需要勾选, 可以多于一个) ) :

- Personal Saving / Salary (个人储蓄/工资)
  - Business Income (营业收入)
  - Dividends from other entry (来自其他投资项目的股息)
  - Benefits of transactions due to me all of which are known to me. (应付给我的交易收益而所有这些交易都是我所知道)
  - Others (please provide details) (其他 (请提供详细信息))
- 

I/we further confirm that these funds are derived from legitimate sources as stated above; and I/we will also provide the required evidence of the source of funds if required to do so in future.

(本人/我们进一步确认, 上述资金来自合法的来源; 如果今后需要, 本人/我们还将提供所需的资金来源证据。)

I/we declare the foregoing details to be true. (本人/我们也在此声明上述细节属实。)

Signature (签字): \_\_\_\_\_ Name (姓名): \_\_\_\_\_

Date (日期) : \_\_\_\_\_

## Annexure II

**REDEMPTION NOTICE**

Investor Name : \_\_\_\_\_

Address : \_\_\_\_\_

Email : \_\_\_\_\_

Contact No : \_\_\_\_\_

I/We hereby wish to redeem the following Preference Shares held by me/us in MCIL International Ltd as specified below:-

Investor Name	Reference	Share Unit (Qty)	Unit Price (USD)	Total in Value (USD)

**Redemption Bank Account Details**

The redemption amount will be paid to the following bank account unless otherwise notified by me/us.

Name of Payee : \_\_\_\_\_

Name of Bank : \_\_\_\_\_

Account Number : \_\_\_\_\_

Branch Code: \_\_\_\_\_ Account Type:  Current  Savings\_\_\_\_\_  
Authorial Signatory:

Name:

Date:

***Reminder:***

- a) *Premature redemption (before the maturity date) is subject to a penalty charge up to 15% of the total Redeemable Preference Shares.*
- b) *The Redemption form must be submitted to the Manager at least 45 business days before the maturity day.*