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**This brochure provides information about the qualifications and business practices of Invinity Global Asset Management LLC. If you have any questions about the contents of this brochure, please contact us at +603-8605 369. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.**

**Additional information about Invinity Global Asset Management LLC also is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). Registration does not imply a certain level of skill or training.**

## **Item 2 Material Changes**

Since our initial Brochure dated December 19, 2017, the firm's name has changed to Invinity Global Asset Management LLC. In addition, the ownership has changed as further described in Item 4. As a result of the change in ownership, Other Financial Industry Affiliations (Item 10) has also been updated to accurately reflect the affiliations of the firm's owners and officers.

Additional information about Invinity Global Asset Management LLC is also available via the SEC's web site [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). The SEC's website provides information about any persons affiliated with Invinity Global Asset Management LLC who are registered, or are required to be registered, as investment adviser representatives of Invinity Global Asset Management LLC.

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## Item 4 – Advisory Business

Invinity Global Asset Management LLC (“IGAM”) was established in 2017. IGAM is wholly owned by parent company Invinity Group Berhad. Goh Hock Seng, Benny Lee Joo Chai and Jeremy Mah Waye Shawn are the principle owners of Invinity Group Berhad. Invinity Group Berhad is a public limited company incorporated in Malaysia.

IGAM provides advisory services, giving continuous advice based on the client’s individual needs. Through personal discussions in which goals and objectives based upon the client’s personal objectives are established, the firm will develop a personal investment policy based upon an investment objective questionnaire and manage the portfolio according to the criteria.

Each client has the ability to impose reasonable restrictions on the management of his/her account, including the designation of particular securities or types of securities that should not be purchased for the account, or that should be sold if held in the account. If a client’s instructions are unreasonable or an Investment Advisor Representative believes that the instructions are inappropriate for the client, IGAM will notify the client that, unless the instructions are modified, it will cancel the instructions in the client’s account. A client will not be able to provide instructions that prohibit or restrict the Investment Adviser of an open-end or closed-end mutual fund or ETF with respect to the purchase or sale of specific securities or types of securities within the fund.

As a newly formed RIA, IGAM has no assets under management. IGAM may manage assets on a discretionary or non-discretionary basis.

## Item 5 – Fees and Compensation

The specific manner in which fees are charged by the Firm is established in a client’s written agreement. Fees are based on a percentage of assets under management and calculated at an annual rate and billed in advance on a quarterly basis. Fees are based on the assets in the account per the schedule below and in some instances, may be negotiated.

### FEE SCHEDULE

<b>Account Value</b>	<b>Annual Fee</b>
Up to \$499,999	1.80%
\$500,000 - \$999,999	1.50%
\$1,000,000 - \$1,999,999	1.25%
Above \$2,000,000	1.00%

The initial fee is due in full one business day after the client’s account is accepted and opened and will be based on the asset value of the account on that date. There is no minimum account value or minimum annual fees. The initial fee will be prorated according to the number of days remaining in the calendar quarter. Thereafter, the fee will be calculated by multiplying the fair market value of the assets in the account as of the last trading day of each calendar quarter by the annual fee and then dividing that result by four, which represents each quarter. Upon termination of an account, any prepaid, asset-based fees will be prorated according to the days the account was opened during the calendar quarter and excess fees will be rebated to the client.

The advisory fees and transaction charges do not cover charges imposed by third-parties for investments held in the account, such as contingent deferred sales charges or 12(b)-1 trails on mutual funds. In addition, each mutual fund charges asset management fees, which are in addition to the advisory fees charged by our firm. The fees charged by such funds are disclosed in each fund's prospectus. Accounts may require a minimum advisory fee or quarterly maintenance fee that will be detailed in the applicable advisory agreement. The Management Fee also does not cover fees and charges in connection with: debit balances; margin interest; odd-lot differentials; IRA fees; transfer taxes; exchange fees; wire transfers; extensions; non-sufficient funds; mailgrams; legal transfers; bank wires; postage; costs associated with exchanging foreign currencies; and SEC fees or other fees or taxes required by law.

Client and/or the firm may initiate termination of the contract at any time by sending written notice to the contra party and will be deemed to be accepted the day that it is received by the contra party. If the client terminates the contract within five business days, there will be no penalty charged and the client will receive a full refund of any fees paid.

Upon written receipt of notice to terminate its client agreement and unless specific transfer instructions are received, IGAM and its agent will cease advisory services. Should the client provide specific instructions to liquidate, IGAM will proceed with liquidation of the client's account in an orderly and efficient manner. There will not be a charge by us for such redemption; however, the client should be aware that certain mutual funds impose redemption fees as stated in each company's fund prospectus in certain circumstances. Clients must keep in mind that the decision to liquidate security issues or mutual funds may result in tax consequences that should be discussed with the client's tax advisor. Factors that could affect the orderly and efficient manner would be size and types of issues, liquidity of the markets, and market makers' abilities. Should the necessary securities' markets be unavailable and trading suspended, efforts to trade will be done as soon as possible following their reopening. Due to the administrative processing time needed to terminate client's investment advisory service and communicate the instructions to client's Investment Advisor, termination orders received from clients are not market orders; it may take several business days under normal market conditions to process the client's request. During this time, the client's account is subject to market risk. IGAM and its agent are not responsible for market fluctuations of the client's account from time of written notice until complete liquidation. All efforts will be made to process the termination in an efficient and timely manner.

## **Item 6 – Performance-Based Fees and Side-By-Side Management**

IGAM charges performance-based fees (fees based on a share of capital gains on or capital appreciation of the assets of a client) at a rate of 20% for performance in excess of 8% calculated yearly based on the higher water mark. In order to qualify for a performance based fee arrangement, clients require a minimum account balance of at least \$1 million and a total net worth of \$2.1 million. Certain other "qualified purchasers" may also qualify pursuant to SEC Rule 205-3; this includes hedge fund clients.

Performance fee arrangements include an annual management fee, plus a performance fee equal to a percentage of any profits to the account. Performance fees are negotiable and any such accounts are managed on a discretionary basis. Performance fees are payable quarterly in arrears and based on the total account value on the last trading day of the calendar quarter. In such cases, a "high water mark" ensures that if there are any losses since the previous performance fee was paid, those losses will be recaptured before a performance fee is charged for subsequent quarters. In addition to the fee charged

by IAGM, the client will pay all ticket charges, as well as fees charged by mutual fund managers and fees for any additional services requested by the client.

Assume the investor places \$100,000 into the fund, and during its first year, the fund earns a 15% return. Thus, the investor's original investment is worth \$115,000, a \$15,000 gain. The investor owes a 20% fee on the gain in excess of 8%, i.e. \$7,000 gain (\$15,000 - \$8,000) which equates to \$1,400 performance based fees. At this point, the high-water mark for this particular investor is \$115,000.

When charging a performance fee, the Advisor has an incentive to trade more aggressively in order to earn a performance fee. IAGM seeks to minimize potential conflicts of interest by monitoring trading activity utilizing an electronic surveillance system to ensure trading activity is consistent with a client's stated investment objectives and risk tolerance.

## **Item 7 – Types of Clients**

IAGM provides portfolio management services to individuals, corporations and business entities, pension and profit-sharing plans, charitable institutions, foundations, endowments, estates, trusts, and other U.S. and international institutions. There is no minimum account size.

## **Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss**

Our investment strategy begins with an understanding of a client's financial goals. Advisors use demographic and financial information provided by the client to assess the client's risk profile and investment objectives in determining an appropriate plan for the client's assets. Investment strategies ordinarily include long- or short-term purchases of stock portfolios, ETFs, mutual funds, and fixed income securities.

Investment recommendations are based on an analysis of the client's individual needs, and are drawn from research and analysis. Security analysis methods includes the following:

- **Fundamental analysis:** We attempt to measure the intrinsic value of a security by looking at economic and financial factors to determine if the company is underpriced or overpriced. Fundamental analysis does not attempt to anticipate market movements. This presents a potential risk, as the price of a security can move up or down along with the overall market regardless of the economic and financial factors considered in evaluating the stock.
- **Technical analysis and charting:** We attempt to determine the trend of a security by studying past market data, including price and volume. This presents a potential risk, as the price of a security can change directions at any time and past performance is not a guarantee of future performance.
- **Cyclical analysis:** We attempt to identify the industry cycle of a company to determine whether the company is in a market introduction phase, growth phase or maturity phase. Generally projected revenues, growth potential and business risk may fluctuate based on the company's cycle stage.

Information for this analysis is drawn from financial websites and magazines, research materials prepared by others, annual reports, corporate filings, prospectuses, company press releases and corporate ratings services.

It is important to note that investing in securities involves a risk that clients must be prepared to bear. For any risks associated with Investment Company products, please refer to the prospectuses for additional details about these risks. Our investment approach constantly keeps the risk of loss in mind. These risks include, but are not limited to:

- **Interest-rate Risk:** Fluctuations in interest rates cause investment prices to fluctuate. For example, when interest rates rise, yields on existing bonds become less attractive, causing their market values to decline.
- **Market Risk:** The price of a security, bond, or mutual fund can drop in reaction to tangible and intangible events and conditions. This type of risk is caused by external factors independent of a security's particular underlying circumstances. For example, political, economic and social conditions may trigger market events.
- **Inflation Risk:** When any type of inflation is present, a dollar today will not buy as much as a dollar next year, because purchasing power is eroding at the rate of inflation.
- **Reinvestment Risk:** This is the risk that future proceeds from investments may have to be reinvested at a potentially lower rate of return (i.e. interest rate). This primarily relates to fixed income securities.
- **Business Risk:** These risks are associated with a particular industry or a particular company within an industry. For example, oil-drilling companies depend on finding oil and then refining it, a lengthy process, before they can generate a profit. They carry a higher risk of profitability than an electric company, which generates its income from a steady stream of customers who buy electricity no matter what the economic environment is like.
- **Liquidity Risk:** Liquidity is the ability to readily convert an investment into cash. Generally, assets are more liquid if many traders are interested in a standardized product. For example, Treasury Bills are highly liquid, while real estate properties are not.
- **Financial Risk:** Excessive borrowing to finance a business' operations increases the risk of profitability, because the company must meet the terms of its obligations in good times and bad. During periods of financial stress, the inability to meet loan obligations could result in bankruptcy and/or a declining market value.

## **Item 9 – Disciplinary Information**

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to a client's evaluation of IGAM or the integrity of IGAM's management. IGAM has no information applicable to this Item.

## **Item 10 – Other Financial Industry Activities and Affiliations**

Goh Hock Seng, Benny Lee Joo Chai and Jeremy Mah Waye Shawn are owners of Invinity Group Berhad, the parent company of IGAM. Invinity Group Berhad is also the parent company of Invinity Global Asset Management Sdn Bhd, Invinity Solutions Sdn Bhd and Juta Pertama Kredit Sdn Bhd ("Juta Pertama"). Jeremy Mah Waye Shawn is the director of both Invinity Global Asset Management Sdn Bhd, an asset and fund management company with license pending with the Securities Commission of Malaysia; and Invinity Solutions Sdn Bhd, a software development company which has developed an automated trading system to support the asset management platform for IGAM.

Goh Hock Seng and Benny Lee Joo Chai are directors for Juta Pertama. IGAM does not believe its relationship with Juta Pertama presents a conflict of interest for IGAM clients because Juta Pertama will not be performing any services for IGAM clients and there is no intention to offer credit services to IGAM clients.

## **Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading**

IGAM has adopted a Code of Ethics for all supervised persons of the firm describing its high standard of business conduct, and fiduciary duty to its clients. The Code of Ethics includes provisions relating to the confidentiality of client information, a prohibition on insider trading, a prohibition of rumor mongering, restrictions on the acceptance of significant gifts and the reporting of certain gifts and business entertainment items, and personal securities trading procedures, among other things. All supervised persons at IGAM must acknowledge the terms of the Code of Ethics annually, or as amended.

Advisors of IGAM may buy or sell securities that are recommended to clients. IGAM's employees and persons associated with IGAM are required to follow the Code of Ethics. Subject to satisfying this policy and applicable laws, officers, directors and employees of IGAM and its affiliates may trade for their own accounts in securities which are recommended to and/or purchased for IGAM's clients. The Code of Ethics is designed to assure that the personal securities transactions, activities and interests of the employees of IGAM will not interfere with (i) making decisions in the best interest of advisory clients and (ii) implementing such decisions while, at the same time, allowing employees to invest for their own accounts. Under the Code certain classes of securities have been designated as exempt transactions, based upon a determination that these would not materially interfere with the best interest of IGAM's clients. In addition, the Code requires pre-approval of many transactions, and restricts trading in close proximity to client trading activity. Nonetheless, because the Code of Ethics in some circumstances would permit employees to invest in the same securities as clients, there is a possibility that employees might benefit from market activity by a client. Employee trading is continually monitored under the Code of Ethics to reasonably prevent conflicts of interest between IGAM and its clients.

Advisors may buy or sell securities, at or around the same time as those securities are recommended to clients. This practice creates a conflict of interest in that IGAM or its Representatives are in a position to benefit from the sale or purchase of those securities. IGAM's Code of Ethics provides a policy to monitor the personal trading activities and securities holdings of each of the Firm's Representatives or other Access Persons. The Code of Ethics's personal trading policies include procedures for limitations on personal securities transactions of associated persons, reporting and review of such trading. These policies are designed to discourage and prohibit personal trading that would disadvantage clients.

Trades may be done on an aggregated basis when consistent with IGAM's obligation of best execution. In such circumstances, the Advisor (or related account) and client accounts will share commission costs equally and receive securities at a total average price. IGAM will retain records of the trade order (specifying each participating account) and its allocation, which will be completed prior to the entry of the aggregated order. Completed orders will be allocated as specified in the initial trade order. Partially filled orders will be allocated on a pro rata basis. Any exceptions will be explained on the order.

IGAM's clients or prospective clients may request a copy of the firm's Code of Ethics by contacting the Compliance Department at our main number.



## **Item 12 – Brokerage Practices**

We recommend the brokerage and custodial services of Interactive Brokers LLC (“Interactive Brokers”). Interactive Brokers is a registered broker-dealer that charges brokerage commissions or transaction fees for effecting securities transactions. As the custodian holding an account, Interactive Brokers does not generally charge separately for custody services. They are compensated by account holders through commissions and other transaction-related or asset-based fees for securities trades that are executed, which are included when wrap fees are charged. When selecting a custodian to recommend, a number of factors were considered, including their historical relationship with IGAM, financial strength, reputation, execution capabilities, pricing and services offered.

In return for effecting securities transactions through Interactive Brokers, we receive products and services that help us make investment decisions and service our clients’ accounts. These products and services are known as “soft dollar benefits.” If Interactive Brokers did not provide us with soft dollar benefits, we would have to pay for these products and services. We may receive some or all of the soft dollar benefits below:

- Analyses and research pertaining to specific securities, companies, or sectors
- Market, financial, and economic studies, forecasts, data, and analyses
- Financial publications
- Statistical and pricing services
- Software and databases
- Computer services and software used to effect securities transactions and perform functions related to the execution of transactions

The amount of soft dollar benefits that we receive depends on the volume of brokerage transactions that we place with Interactive Brokers. Our receipt of soft dollars creates a conflict of interest by giving us a financial incentive to (1) have clients pay more than the lowest possible commissions and transactions charges, (2) place more transactions in the client’s account, and (3) recommend only broker-dealers that provide soft dollar benefits. We use soft dollar benefits to service all of our accounts, instead of using them exclusively for the accounts that generated the soft dollar benefits. We make no effort to allocate soft dollar benefits to clients in proportion to the amount of soft dollar benefits generated by each client.

Clients can benefit when we aggregate trades to obtain volume discounts on execution costs. Trade aggregation refers to the practice of combining orders for execution. When consistent with our duty to obtain best execution, we will aggregate multiple client transactions into a single order in order to obtain the best price for our clients. IGAM will retain records of the trade order (specifying each participating account) and its allocation, which will be completed prior to the entry of the aggregated order. Completed orders will be allocated as specified in the initial trade order. Partially filled orders will be allocated on a pro rata basis. Any exceptions will be explained on the order.

## **Item 13 – Review of Accounts**

Account reviews are conducted by the Advisor via email and online questionnaires. Account performance is reviewed not less than annually. Factors that are considered during such reviews include, but are not limited to the following: investment objectives, targeted allocation, current allocation, suitability, performance, monthly distributions, concentrated positions, diversification, and outside holdings. Examples of situations that may impact Client’s account would be the following:

performance that is not in line with the client's "downside risk tolerance," change in investment objective, the client makes a significant addition of capital or withdrawal of capital from the account, rebalancing of the portfolio if current allocation and targeted allocation are not consistent, concentrated position that could lead to volatility, etc.

The client agrees to inform the firm in writing of any material changes to the information included in the questionnaire or any other change in the client's financial circumstances that might affect the manner in which client's assets should be invested. Clients may contact the firm during normal business hours to consult with the firm concerning the management of the client's account(s).

## **Item 14 – Client Referrals and Other Compensation**

IGAM, in some instances, compensates third-party solicitors for client referrals. The solicitor's agreements entered into by IGAM comply with Rule 206(4)-3 under the Investment Advisers Act of 1940. Compensation will be based on a percent of referred clients' account value managed by IGAM. Such fees are paid pursuant to a written agreement between IGAM and the solicitor. A client who is solicited will receive an additional disclosure document specifically describing the arrangement and the compensation paid to the solicitor. Solicitor's fees will be based on IGAM's normal fee schedule; clients will not be charged any additional fees or expenses as a result of the referral.

IGAM is not compensated for client referrals other than through the advisory fees.

## **Item 15 – Custody**

Clients should receive statements at least quarterly from Interactive Brokers or other selected qualified custodian that holds and maintains client's investment assets. IGAM urges clients to carefully review such statements and compare the official custodial records to the account statements that we provide. Our statements may vary from custodial statements based on accounting procedures, reporting dates, or valuation methodologies of certain securities.

## **Item 16 – Investment Discretion**

IGAM may act in a discretionary or non-discretionary capacity. If discretionary authority is granted to select the identity and amount of securities to be bought or sold, clients must authorize such discretion in writing in the advisory agreement. In all cases, such discretion is to be exercised in a manner consistent with the stated investment objectives for the particular client account. When selecting securities and determining amounts, IGAM observes the investment policies, limitations and restrictions of the clients for which it advises. Investment guidelines and restrictions must be provided to IGAM in writing.

## **Item 17 – Voting Client Securities**

As a matter of firm policy and practice, IGAM does not vote proxies on behalf of advisory clients. Clients retain the responsibility for receiving and voting proxies for any and all securities maintained in client portfolios. Clients should contact their financial advisor if they have any questions and/or to obtain this information. Clients will receive their proxies directly from their custodian or transfer agent.

## **Item 18 – Financial Information**

Registered Investment Advisers are required to provide clients with certain financial information or disclosures about IGAM's financial condition. IGAM has no financial commitment that impairs its ability to meet contractual and fiduciary commitments to clients, and has not been the subject of any bankruptcy proceeding.