RHB OSK

RHB Asset Management Sdn Bhd (174588-X)

Head Office
19th Floor, Plaza OSK, Jalan Ampang,
50450 Kuala Lumpur, Malaysia

Tel: +603 2164 3036

Fax: +603 2164 4226

Hotline: 1-800-88-3175

www.rhbgroup.com

RHB OSK

INFORMATION MEMORANDUM

RHB-OSK EUROPEAN SELECT FUND

Shift Investment Focus To Europe For Brighter Growth Prospects



Manager:
RHB Asset Management Sdn Bhd (174588-X)
(A member of RHB Banking Group)

Trustee:
TMF Trustees Malaysia Berhad (610812-W)

This information memorandum is dated 3 March 2015

INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE INFORMATION MEMORANDUM AND IF IN DOUBT, TO OBTAIN PROFESSIONAL ADVICE BEFORE SUBSCRIBING TO UNITS OF THE FUND.

UNITS OF RHB-OSK EUROPEAN SELECT FUND CAN ONLY BE SOLD TO QUALIFIED INVESTORS.

RHB

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Responsibility Statement

This information memorandum in relation to the RHB-OSK European Select Fund has been seen and approved by the directors of RHB Asset Management Sdn Bhd and they collectively and individually accept full responsibility for the accuracy of all information contained herein and confirm, having made all enquiries which are reasonable in the circumstances, that to the best of their knowledge and belief, there are no other facts omitted which would make any statement herein misleading.

Statements of Disclaimer

The Securities Commission Malaysia has authorized the Fund, the subject of this information memorandum, and the authorization shall not be taken to indicate that the Securities Commission Malaysia recommends the investment.

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

Additionally, prospective investors should not treat the contents of this information memorandum as advice relating to investment, law or taxation and must rely on their own legal counsel, accountants, financial advisers and/or other professional advisers as to legal, tax and related matters concerning the Fund and investments therein.

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1. KEY DATA

INFORMATION ON THE FUND	
Name of fund	RHB-OSK European Select Fund ("Fund").
Initial offer period	21 days (i.e. 3 March 2015 – 23 March 2015).
Initial offer price	RM 0.5000 per unit of the Fund.
Launch Date	3 March 2015.
Investment Objective	The Fund aims to achieve capital growth over the long-term* by investing in one target fund, i.e. the Threadneedle European Select Fund. *Note: "long term" in this context refers to a period of between 5 - 7 years.
Asset allocation	At least 95% of the Fund's net asset value ("NAV") - Investments in units of Threadneedle European Select Fund. 2% to 5% of NAV - Investments in liquid assets including money market instruments and Placements of Cash**. **Note: These are placements of cash in any deposits or investment accounts with any financial institution(s) that are not embedded with or linked to financial derivative instruments.
Investment Strategy	The Fund will invest principally in one of the sub-funds of the Threadneedle Investment Funds ICVC, that is, the Threadneedle European Select Fund ("Threadneedle ESF") which is managed by Threadneedle Investment Services Limited. The Threadneedle ESF is an open-ended collective investment scheme domiciled in the United Kingdom and was launched in November 1986. The Fund will invest in the class of units denominated in Singapore Dollars ("SGD") i.e. the SGD Hedged Net Accumulation Shares - Class 1 of the Threadneedle ESF. Threadneedle ESF is authorised and regulated by the Financial Conduct Authority of the United Kingdom ("FCA") under the Financial Services and Markets Act 2000. Threadneedle Investment Funds ICVC is an open-ended investment company with variable capital incorporated in England and Wales and authorised by the FCA with effect from 18 June 1997. Threadneedle Investment Funds ICVC has been certified by the FCA and is a Undertakings for Collective Investment in Transferable Securities Directive (2009/65/EC) ("UCITS") UCITS scheme under the FCA rules. The manager of Threadneedle ESF, Threadneedle Investment Services Limited is registered by the FCA. The investment objective of Threadneedle ESF is to achieve above average capital growth[1] and its investment policy is to invest mainly[2] in a relatively concentrated[3] portfolio of equities of companies domiciled in Continental Europe[4] or which have significant Continental European operations[5]. Although the Fund is passively managed, the investments of the Fund will be rebalanced from time to time to meet sales and redemptions transactions and to enable the proper and efficient management of the Fund. The Manager does not adopt a temporary defensive position for the Fund in response to adverse market, economic, political, or any other conditions as such defensive strategies are expected to be implemented

	at the target fund level, i.e. the Threadneedle ESF, when deemed necessary by Threadneedle ESF's manager. The Manager does not adopt any temporary defensive positions for the Fund as this will allow the Fund to best track the performance of the Threadneedle ESF. It also follows that if the Threadneedle ESF fails to adopt a successful defensive position in response to adverse market and economic conditions, there is a risk that the Fund will mirror the Threadneedle ESF's negative performance, if any. Also, investors should note that at all times the Fund is always subject to currency risk. This Fund is a feeder fund that invests at least 95% of its NAV in the Threadneedle ESF. The risk management strategies and techniques employed will be at the Threadneedle ESF level. Notwithstanding anything contained herein, the Manager may, in consultation with the trustee of the Fund ("Trustee") and with the approval of the unit holders of the Fund ("Unit Holders"), replace the Threadneedle ESF with another fund of a similar objective if, in the Manager's opinion, the Threadneedle ESF no longer meets the Fund's investment objective, or when acting in the interest of the Unit Holders. Unit Holders are advised to refer to section 3.5 to read and understand the target fund's investment objective, policy and approach. Explanatory notes: [1] Threadneedle ESF targets to outperform the benchmark, FTSE World Europe Ex UK by 3% per annum over a rolling 3-year period. [2] "mainly" means not less than two-thirds of the net asset value of Threadneedle ESF. Up to one-third of the net asset value of Threadneedle ESF may be invested in bonds (including asset-backed securities), equities from other companies that are not domiciled in Continental Europe or have significant Continental European operations and money market securities. [3] The Threadneedle ESF portfolio will hold between 35 – 60 stocks. [4] Continental Europe refers to the Eurozone (Austria, Belgium, Cyprus, Estonia, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, Malta, Netherlands, Portugal, Slovakia, Slovenia, Spain), Scandinavia (Denmark, Norway, Sweden) and Switzerland. [5] "significant Continental Europe operations" refers to the companies that have at least 50% of its revenue derived from Continental Europe and/or have at least 50% of its business operations located in the Continental Europe.
Benchmark	FTSE World Europe ex UK (RM). The benchmark chosen best represents the investments of the Threadneedle ESF. The Ringgit Malaysia ("RM") equivalent of the benchmark that is translated by Bloomberg L.P. is obtained by the Manager from the Bloomberg L.P. An investor may refer to the Manager or to Bloomberg L.P for this benchmark indicator. Note: The risk profile of the Fund is different from the risk profile of the benchmark.
Financial Year End	28 February, but in the event of a leap year, 29 February.
Distribution Policy	Distributions are of secondary importance and distributions, if any, after deduction of taxation and expenses will be reinvested.
Distribution Mode	Distribution, if any, after deduction of taxation and expenses (i.e. net distribution), will be reinvested to purchase additional units of the Fund

	based on the NAV per unit of the Fund as at the first Business Day when units of the Fund are quoted ex-entitlement. Allotment of such units shall be within two (2) weeks thereafter. Note: The Fund's source of distributions is from the capital gains from its investment in the Threadneedle ESF.
Reporting to Investors	The Manager will send the Unit Holders monthly statement of accounts; and quarterly and annual reports. The monthly statement of accounts details all transactions made by the investor in relation to the Fund whereas the quarterly and annual reports, in hard or soft copy format, consist of, amongst others, audited financial statements (annual reports only), information on Fund performance, key risk factors, market outlook and asset allocation of the Fund.
TRANSACTION DETAILS	
Initial Investment	RM20,000.00 or such other amount as the Manager may from time to time decide.
Additional Investment	RM10,000.00 or such other amount as the Manager may from time to time decide.
Minimum Holding at all times	10,000 units or such other quantity as the Manager may from time to time decide.
Minimum Redemption of Units	10,000 units or such other quantity as the Manager may from time to time decide.
Frequency of Creation and Redemption of Units	No restrictions.
Switching Facility	Available (except during the Fund's initial offer period). Units of the Fund can only be switched to other funds that allow switching under the management of the Manager. Minimum amount for a switch is 10,000 units.
Transfer Facility	Transfer is only allowed between Qualified Investors (please refer to section 4).
Subscription Settlement	Payment on subscription date.
Redemption Settlement	Redemption monies are to be paid within ten (10) business days[#] after receipt by the Manager of the request to repurchase and payable to the Unit Holders bank account. [#]These are the working days when the Manager is open for business.
Dealing Hours	9:00 a.m. to 4:00 p.m. (Malaysia time) on any Business Day or such later time as the Manager may determine provided always that complete applications for the Fund are received before the next valuation point.
Business Day	A day (other than Saturdays, Sundays and public holidays) on which Bursa Malaysia is open for trading or banks in Kuala Lumpur are open for business, and a day which is a dealing day as determined by the manager of the target fund, Threadneedle ESF).

<table>
<tr><th colspan="3">FEES AND CHARGES</th></tr>
<tr><td rowspan="6">Subscription Fee / Sales Charge</td><td colspan="2">Subscription fee / Sales charge by distribution channels</td></tr>
<tr><td>Corporate Unit Trust Adviser (CUTA)</td><td>Up to 5.50% of investment amount.</td></tr>
<tr><td>Institutional Unit Trust Adviser (IUTA)</td><td>Up to 5.50% of investment amount.</td></tr>
<tr><td>Tied (Retail) Agent</td><td>Up to 5.50% of investment amount.</td></tr>
<tr><td>Direct Sales
(Direct investment with the Manager)</td><td>Up to 5.50% of investment amount.</td></tr>
<tr><td colspan="2">An investor can expect differing sales charge to be levied when buying units of the Fund from the various distribution channels and within each distribution channel, subject to the maximum sales charge stipulated above. This is due to the different levels of services provided by each distribution channel and / or the size of the investment undertaken.
Please note that this Fund’s investments in Threadneedle ESF will be at its net asset value per unit. The sales charge for investing in Threadneedle ESF will be waived by the manager of Threadneedle ESF.</td></tr>
<tr><td>Repurchase Charge</td><td colspan="2">A repurchase charge of 1.00% of the redemption amount is payable by a Unit Holder if he redeems his investments within the 6 months period commencing from the last day of the initial offer period. After the 6 months period, no repurchase charge will be levied.
All repurchase charge paid by the Unit Holders will be retained by the Manager.</td></tr>
<tr><td>Switching Fee</td><td colspan="2">A switching fee of RM25.00 will be imposed and deducted from the redemption amount of the units of the Fund to be switched for a switch between funds that impose a similar sales charge or a switch to a fund that impose a lower sales charge. Unit Holders switching to a fund that imposes a higher sales charge will pay the difference in sales charge which is deductible from the redemption amount of the units of the Fund to be switched.
The Manager however, reserves the right to vary this fee or to vary the terms of the switching facility.</td></tr>
<tr><td>Transfer Fee</td><td colspan="2">RM5.00 per transfer.</td></tr>
<tr><td>Annual Management Fee</td><td colspan="2">1.80% per annum of NAV calculated on a daily basis before deducting the Manager’s fee and Trustee’s fee for that particular day.
A portion of this fee is paid to Threadneedle Investment Services Limited. As this Fund invests in units of Threadneedle ESF, any management fee charged to the Threadneedle ESF by the Threadneedle ESF’s manager in relation to the Fund’s investments in the Threadneedle ESF will be fully refunded to this Fund. Accordingly, there is <u>NO DOUBLE CHARGING OF MANAGEMENT FEE</u>. This means that Unit Holders will incur <u>ONLY ONE MANAGEMENT FEE and ONLY AT THE FUND’S LEVEL,</u> i.e. at one point eight per cent (1.80%) per annum of NAV.</td></tr>
</table>

<table>
<tr><td>Annual Trustee Fee</td><td>Up to 0.06% per annum of NAV before deducting the Manager's and Trustee's fees for that particular day (excluding foreign custodian fees and charges).</td></tr>
<tr><td>Expenses directly related to the Fund</td><td>Auditors' fees, other relevant professional fees, custodial charges, cost of distribution of quarterly and annual reports and other notices to Unit Holders, tax certificates, reinvestment statements, transaction costs and taxes will be charged to the Fund.</td></tr>
<tr><td>Other expenses indirectly paid by an investor.</td><td>None levied by the Manager. However, as this Fund will invest in the units of Threadneedle ESF, there are fees indirectly incurred by this Fund i.e. depository's fee, custodian's fees, on-going registration and general expenses which are incurred at the Threadneedle ESF level. Details are as follows:
<table>
<tr><td>Depository's fee</td><td>0.0008% per annum of net asset value of the Threadneedle ESF</td></tr>
<tr><td>Custodian's fees</td><td>The custodian's fees payable by the Threadneedle ESF is calculated based on value of assets according to such rate as determined by the territory or country in which the assets of Threadneedle are held. Currently, the lowest rate is 0.002% and the highest rate is 0.38%. In addition, the Threadneedle ESF's custodian makes a transaction charge determined by the territory or country in which the transaction is effected. Currently, these transaction charges range from £3.80 to £60 per transaction.</td></tr>
<tr><td>Registration and general expenses</td><td>0.15% per annum of net asset value of the Threadneedle ESF.</td></tr>
</table></td></tr>
<tr><td>Goods and Services Tax ("GST")</td><td>All fees and charges payable to the Manager and/or the Trustee are subject to GST as may be imposed by the government from time to time.</td></tr>
</table>

Prospective Unit Holders should read and understand the contents of the information memorandum and, if necessary, should consult their adviser(s).

There are fees involved and investors are advised to consider the fees before investing in the Fund.

2. INVESTMENT OBJECTIVE

The Fund aims to achieve capital growth over the long term* by investing in one target fund, i.e. the Threadneedle European Select Fund.

*Note: "long term" in this context refers to a period of between 5-7 years.

3. INVESTMENT STRATEGY

3.1 Investment Strategy

The Fund will invest principally in one of the sub-funds of the Threadneedle Investment Funds ICVC, that is, the Threadneedle European Select Fund ("Threadneedle ESF") which is managed by Threadneedle Investment Services Limited. The Threadneedle ESF is an open-

ended collective investment scheme domiciled in the United Kingdom and was launched in November 1986. The Fund will invest in the class of units denominated in Singapore Dollars ("SGD") i.e. the SGD Hedged Net Accumulation Shares - Class 1 of the Threadneedle ESF. Threadneedle ESF is authorised and regulated by the Financial Conduct Authority of the United Kingdom ("FCA") under the Financial Services and Markets Act 2000.

Threadneedle Investment Funds ICVC is an open-ended investment company with variable capital incorporated in England and Wales under registered number IC000002 and authorised by the FCA with effect from 18 June 1997. Threadneedle Investment Funds ICVC has been certified by the FCA as eligible to enjoy the rights conferred by the Undertakings for Collective Investment in Transferable Securities Directive (2009/65/EC) ("UCITS") and is a UCITS scheme under the FCA rules. The manager of Threadneedle ESF, Threadneedle Investment Services Limited is entered on the FCA register under FCA number 190437.

The investment objective of Threadneedle ESF is to achieve above average capital growth[1] and its investment policy is to invest mainly[2] in a relatively concentrated[3] portfolio of equities of companies domiciled in Continental Europe[4] or which have significant Continental European operations[5].

Although the Fund is passively managed, the investments of the Fund will be rebalanced from time to time to meet sales and redemptions transactions and to enable the proper and efficient management of the Fund.

The Manager does not adopt a temporary defensive position for the Fund in response to adverse market, economic, political, or any other conditions as such defensive strategies are expected to be implemented at the target fund level, i.e. the Threadneedle ESF, when deemed necessary by Threadneedle ESF's manager. The Manager does not adopt any temporary defensive positions for the Fund as this will allow the Fund to best track the performance of the Threadneedle ESF. It also follows that if the Threadneedle ESF fails to adopt a successful defensive position in response to adverse market and economic conditions, there is a risk that the Fund will mirror the Threadneedle ESF's negative performance, if any. Also, investors should note that at all times the Fund is always subject to currency risk.

This Fund is a feeder fund that invests at least 95% of its NAV in the Threadneedle ESF. The risk management strategies and techniques employed will be at the Threadneedle ESF level.

Notwithstanding anything contained herein, the Manager may, in consultation with the trustee of the Fund ("Trustee") and with the approval of the unit holders of the Fund ("Unit Holders"), replace the Threadneedle ESF with another fund of a similar objective if, in the Manager's opinion, the Threadneedle ESF no longer meets the Fund's investment objective, or when acting in the interest of the Unit Holders.

Explanatory notes:

1 Threadneedle ESF targets to outperform the benchmark, FTSE World Europe Ex UK by 3% per annum over a rolling 3-year period.

2 "mainly" means not less than two-thirds of the net asset value of Threadneedle ESF. Up to one-third of the net asset value of Threadneedle ESF may be invested in bonds (including asset-backed securities), equities from other companies that are not domiciled in Continental Europe or have significant Continental European operations and money market securities.

3 The Threadneedle ESF portfolio will hold between 35 – 60 stocks.

4 Continental Europe refers to the Eurozone (Austria, Belgium, Cyprus, Estonia, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, Malta, Netherlands, Portugal, Slovakia, Slovenia, Spain), Scandinavia (Denmark, Norway, Sweden) and Switzerland.

[5] "significant Continental Europe operations" refers to the companies that have at least 50% of its revenue derived from Continental Europe and/or have at least 50% of its business operations located in the Continental Europe.

3.2 Asset Allocation

At least 95% of NAV
- Investments in units of Threadneedle European Select Fund.

2% to 5% of NAV
- Investments in liquid assets including money market instruments and Placements of Cash*.

*Note: These are placements of cash in any deposits or investment accounts with any financial institution(s) that are not embedded with or linked to financial derivative instruments.

3.3 Financial Derivatives

As the Fund will invest in units of the Threadneedle ESF denominated in SGD, the Manager may trade in financial derivatives, which include but is not limited to forwards and swaps, for the purpose of hedging the Fund's exposure to SGD. The benefit of any upside of currency movement is limited as the sole interest is to protect the value of the portfolio. The Fund's net market exposure to financial derivative instruments will not at any time exceed its NAV.

3.4 Leverage

The Fund may borrow cash on a temporary basis (i.e. not more than one (1) month) from financial institutions to meet redemption requests. Such borrowing shall not exceed ten (10) percent of NAV at the time the borrowing is incurred and assets of the Fund may only be pledged as collateral with financial institutions for borrowing of this nature.

3.5 Information on Threadneedle European Select Fund

About Threadneedle European Select Fund ("Threadneedle ESF")

Threadneedle ESF is an open-ended collective investment scheme domiciled in the United Kingdom. Threadneedle ESF is authorised and regulated by the Financial Conduct Authority of the United Kingdom ("FCA") under the Financial Services and Markets Act 2000.

Threadneedle ESF is a sub-fund under the umbrella company of the Threadneedle Investment Funds ICVC and was launched in November 1986. Threadneedle Investment Funds ICVC is an open-ended investment company with variable capital incorporated in England and Wales under registered number IC000002 and authorised by the FCA with effect from 18 June 1997. Threadneedle Investment Funds ICVC has been certified by the FCA as eligible to enjoy the rights conferred by the Undertakings for Collective Investment in Transferable Securities Directive (2009/65/EC) ("UCITS") and is a UCITS scheme under the FCA rules.

The manager of Threadneedle ESF, Threadneedle Investment Services Limited ("Threadneedle ISL") is registered by the FCA. Threadneedle ISL has appointed Threadneedle Asset Management Limited ("Threadneedle AML") as the investment manager for the Threadneedle ESF. Threadneedle AML is authorised and regulated by the FCA under the Financial Services and Markets Act 2000 to carry on regulated activities in the United Kingdom. Its principal activity is acting as an investment manager.

Investment objective, policy and approach of Threadneedle ESF

The investment objective of Threadneedle ESF is to achieve above average capital growth[1] and its investment policy is to invest mainly[2] in a relatively concentrated[3] portfolio of equities of companies domiciled in Continental Europe[4] or which have significant Continental European operations[5]. The select investment approach means that Threadneedle AML has the flexibility to take significant stock and sector positions which may lead to increased levels of volatility[6]. If Threadneedle AML considers it desirable, it may further invest up to one-third of its net asset value in bonds (including asset-backed securities), equities from other companies not domiciled in Continental Europe or have significant Continental European operations and money market securities.

Threadneedle ESF's investments in such companies are not sector specific and the Threadneedle ESF can invest in a broad range of sectors and industries. It seeks to add value by investing in a selective range of opportunities identified by Threadneedle AML based on company fundamentals.

Threadneedle ESF's investment philosophy is based on the premise that a company's intrinsic value is determined by its growth (in terms of revenue and/or profits), returns on capital, its sustainable competitive advantage and pricing power(i.e. the company's ability to maintain strong pricing (hence profitability) for their goods and/or services under various market conditions). Threadneedle AML will aim to research and assess these areas intensively and invest in companies where it believes the market has underestimated this intrinsic value of a company.

Explanatory notes:

1 Threadneedle ESF targets to outperform the benchmark, FTSE World Europe Ex UK by 3% per annum over a rolling 3-year period.

2 "mainly" means not less than two-thirds of the net asset value of Threadneedle ESF. Up to one-third of the net asset value of Threaneedle ESF may be invested in bonds (including asset-backed securities), equities from other companies not domiciled in Continental Europe or have significant Continental European operations and money market securities.

3 The Threadneedle ESF portfolio will hold between 35 – 60 stocks.

4 Continental Europe refers to the Eurozone (Austria, Belgium, Cyprus, Estonia, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, Malta, Netherlands, Portugal, Slovakia, Slovenia, Spain), Scandinavia (Denmark, Norway, Sweden) and Switzerland.

5 "significant Continental Europe operations" refers to the companies that have at least 50% of its revenue derived from Continental Europe and/or have at least 50% of its business operations located in the Continental Europe.

6 Volatility of Threadneedle ESF portfolio is not from any derivative investment as Threadneedle ESF does not invest or participate in any derivatives.

Other information about Threadneedle ESF

Dilution adjustment of Threadneedle ESF

The Threadneedle ESF is a single priced fund in which the share price is referenced to its net asset value that is calculated using the mid-market value (i.e. average market price of the current bid and ask prices being quoted) of the Threadneedle ESF investments. The actual cost of purchasing or selling an investment may be higher or lower than the mid-market value used in calculating the share price of Threadneedle ESF. Under certain circumstances, this may have an adverse effect to the shareholders interest in Threadneedle ESF, called the dilution effect. In order to prevent this dilution effect, the manager of Threadneedle ESF has

the power to apply a dilution adjustment to the subscription and/or redemption of shares. If applied, the dilution adjustment will be paid into and will become part of the net asset value of Threadneedle ESF which can result in an increase or decrease of the share price of the Threadneedle ESF. Consequently, the Fund's NAV will also increase or decrease following the dilution adjustment of the share price of Threadneedle ESF.

Compulsory redemption of Threadneedle ESF

If at any time, the size of SGD Hedged Net Accumulation Shares – Class 1 of the Threadneedle ESF (SGD Hedged Class) falls below Pound Sterling (GBP) 1 million (or the equivalent in another currency), the manager of Threadneedle ESF may, in the interest of remaining shareholders of SGD Hedged Class, redeem all outstanding shares of the SGD Hedged Class. The notice of compulsory redemption will be given to the shareholders and the manager of Threadneedle ESF reserves the right to redeem all outstanding shares of the SGD Hedged Class 30 days after giving such notice. In such event, the Manager will notify all Unit Holders of such compulsory redemption by the manager of Threadneedle ESF and upon consultation with the Trustee, call a Unit Holder's meeting to decide the next course of action.

Deferred redemption

In times of high redemptions, where requested redemptions (including redemptions by the Fund) exceed 10% of the Threadneedle ESF's value, the manager of Threadneedle ESF may defer redemptions requests at a particular valuation point on a dealing day, to the valuation point on the next dealing day. This is in order to protect the interests of continuing shareholders of Threadneedle ESF. This may reduce the number of shares of Threadneedle ESF that the Fund can redeem on a particular dealing day or defer the Fund's request for redemption to the next dealing day. Consequently, the Fund may not receive the redemption proceeds within the anticipated time or amount sought for.

4. QUALIFIED INVESTORS

Subscription of units of the Fund is open to:

1. An individual whose total net personal assets, or total net joint assets with his or her spouse, exceed RM3 million or its equivalent in foreign currencies, excluding the value of the individual's primary residence;

2. An individual who has a gross annual income exceeding RM300,000 or its equivalent in foreign currencies per annum in the preceding twelve months;

3. An individual who, jointly with his or her spouse, has a gross annual income exceeding RM400,000 or its equivalent in foreign currencies in the preceding twelve months;

4. A corporation with total net assets exceeding RM10 million or its equivalent in foreign currencies based on the last audited accounts;

5. A partnership with total net assets exceeding RM10 million or its equivalent in foreign currencies;

6. A unit trust scheme or prescribed investment scheme;

7. A private retirement scheme;

8. A closed-end fund;

9. A company that is registered as a trust company under the Trust Companies Act 1949 which has assets under management exceeding RM10 million or its equivalent in foreign currencies;

10. A corporation that is a public company under the Companies Act 1965 which is approved by the Securities Commission Malaysia to be a trustee under the Capital Markets and Services Act 2007 and has assets under management exceeding RM10 million or its equivalent in foreign currencies;

11. A statutory body established by an Act of Parliament or an enactment of any State;

12. A pension fund approved by the Director General of Inland Revenue under section 150 of the Income Tax Act 1967;

13. A holder of a capital markets services licence;

14. A licensed institution;

15. An Islamic bank;

16. An insurance company licensed under the Financial Services Act 2013;

17. A takaful operator registered under the Islamic Financial Services Act 2013;

18. A bank licensee or insurance licensee as defined under the Labuan Financial Services and Securities Act 2010;

19. An Islamic bank licensee or takaful licensee as defined under the Labuan Islamic Financial Services and Securities Act 2010; and

20. Any other investor as may be defined by the Securities Commission Malaysia from time to time.

5. PERMITTED INVESTMENTS AND RESTRICTIONS

The Fund will invest in one collective investment scheme i.e. Threadneedle European Select Fund ("Threadneedle ESF"), trade in financial derivatives, invest in money market instruments and place cash^ with any financial institutions, and any other investments as agreed between the Trustee and the Manager from time to time, provided that there is no inconsistency with the Fund's objective.

In undertaking the Fund's investments, the Fund must not invest in a fund-of-funds, a feeder fund, or any sub-fund of an umbrella scheme which is a fund-of-funds or a feeder fund.

^Note: These are placements of cash in any deposits or investment accounts with any financial institution(s) that are not embedded with or linked to financial derivative instruments.

6. RISK FACTORS OF THE FUND

The Fund is associated with the following risks:

(a) Management risk

As this Fund invests at least 95% of NAV in the target fund, Threadneedle ESF, it is subject to the expertise of the manager and the investment manager of Threadneedle ESF. Poor management of the Threadneedle ESF will jeopardise the investment of this Fund in the Threadneedle ESF and in turn, the Unit Holders' investment through the risk of reduced returns and in some cases the Unit Holders may also lose their capital invested in this Fund.

(b) Currency and country risk

As the Fund invests in SGD denominated shares of Threadneedle ESF that is domiciled in the United Kingdom, the Fund is subject to currency and country risk. Changes in rates of exchange between the currencies of SGD and RM may cause the value of this Fund's investment in the Threadneedle ESF to diminish or increase, which in turn will affect the value of the Unit Holders' investments. The Fund's investments in the Threadneedle ESF may be adversely affected by political instability as well as any exchange controls, changes in taxation, foreign investment policies and restrictions on repatriation of investments, which may be imposed by the relevant authorities in United Kingdom. Threadneedle ESF is also subject to currency risk (as elaborated in the section below).

Furthermore, investments of the Threadneedle ESF are subject to the following risks:

(a) Market risk

Threadneedle ESF is subject to normal market fluctuations and other risks inherent in investing in securities. There can be no assurance that any appreciation in value of investments will occur. The value of Threadneedle ESF's investments and the income derived from them can fall as well as rise and investors might not get back the sum originally invested by them. There is no assurance that the investment objective of Threadneedle ESF will actually be achieved.

(b) Currency risk

As assets of the Threadneedle ESF are denominated in foreign currency, changes in exchange rates may affect the value of the Threadneedle ESF's investments.

(c) Hedged share classes

SGD share class of Threadneedle ESF will use currency hedging transactions to reduce the effect of exchange rate fluctuations between the currency in which the share class is denominated i.e. SGD and the investment currency of the Threadneedle ESF i.e. Euro. There can be no guarantee that the hedging strategy applied in SGD hedged share of Threadneedle ESF will be successful or entirely eliminate the adverse effects of changes in exchange rates between the investment currency of Threadneedle ESF i.e. Euro and SGD.

It should be noted that hedging transactions may be entered into whether or not the SGD is declining or increasing in value relative to the Euro. Consequently, where such hedging is undertaken, it may protect investors of the SGD hedged share of Threadneedle ESF against a decrease in the value of SGD but it may also preclude investors from benefiting from an increase in the value of SGD.

(d) Effect of portfolio concentration

Investors should note that Threadneedle ESF has a concentrated portfolio. This means that the Threadneedle ESF will hold between 35 – 60 stocks or Threadneedle ESF may hold large positions of the portfolio in between those 35 to 60 stocks. If one or more of those stocks' prices decline or dealing of those stocks are suspended by the relevant exchanges, it may have a more pronounced effect on Threadneedle ESF's value than if a larger number of stocks were held or if the Threadneedle ESF had fewer large individual positions.

Accordingly the Threadneedle ESF may carry a higher degree of risk and net asset value volatility than a fund, which invests in a broad range of companies and or does not take large positions in a relatively small number of stocks.

(e) Restrictive geographical market

As the Threadneedle ESF's investments will focus on equities issued by companies in Continental Europe or companies which have significant operations in Continental Europe, it may be subject to a higher level of risk than an equities portfolio which is not restricted to a particular geographical region. Thus, there is a risk that the Threadneedle ESF will perform poorly during an economic downturn affecting the Continental Europe region or in the event of adverse news affecting the Continental Europe region.

Investors are advised to read the information memorandum and obtain professional advice before subscribing to units of the Fund.

It is important to note that events affecting the investments cannot always be foreseen. Therefore, it is not always possible to protect your investment against all risks.

The investments of the Fund carry risks and we recommend that you read the whole information memorandum to assess the risks of the Fund.

7. PRICING POLICY

Selling Price is the price (before adding any sales charge) payable by an investor or a Unit Holder for the purchase of a unit of the Fund ("Selling Price"). The Selling Price is fixed at RM0.5000 per unit during the Fund's initial offer period.

After the Fund's initial offer period, the Selling Price shall be the NAV per unit of the Fund as at the next valuation point of the Fund's relevant Business Day ("forward pricing") after the application for units of the Fund is received by the Manager.

A sales charge will be computed separately based on the investment amount / purchase amount, net of bank charges, if any.

Repurchase Price is the price (before deducting any repurchase charge) payable by the Manager to a Unit Holder pursuant to the repurchase of a unit of the Fund ("Repurchase Price"). The Repurchase Price is fixed at RM0.5000 during the Fund's initial offer period.

After the Fund's initial offer period, the Repurchase Price shall be the NAV per unit of the Fund as at the next valuation point of the Fund's relevant Business Day ("forward pricing") after the repurchase request is received by the Manager.

A repurchase charge may be computed separately based on the withdrawal amount / repurchase amount.

The NAV is determined by deducting the value of all the Fund's liabilities from the value of all the Fund's assets, at the valuation point. The NAV per unit of the Fund is determined when the NAV is divided by the total number of the Fund's units in circulation at that valuation point.

The NAV per unit of the Fund will be made available on our website, **http://www.rhbgroup.com**.

8. VALUATION OF ASSETS

The Fund must be valued at least once every Business Day except during the Fund's initial offer period. As the target fund that the Fund invests in, Threadneedle ESF, is domiciled in United Kingdom, the valuation of the Threadneedle ESF for a relevant dealing day is performed on a different time zone from Malaysia.

Accordingly, the valuation of the Fund for the relevant Business Day will be conducted before 5.00 p.m. on the following day in which the Manager is open for business, when the valuation of the Threadneedle ESF for the day in question would have been obtained from the manager of the Threadneedle ESF.

As such, the daily price of the Fund for a particular Business Day will not be published in the newspaper on the next day but will instead be published the next following day (i.e. price will be two (2) days old). This will be specifically indicated in the newspapers.

Investors may however obtain the most current computed price by contacting the Manager directly or visiting our website, **http://www.rhbgroup.com**

In undertaking any of the Fund's investments, the Manager will ensure that all the assets of the Fund will be valued appropriately, that is, at market value, failing which, such assets will be valued at fair value and at all times in compliance with the relevant laws (including approved accounting standards).

Accordingly:

(i) The units of the Threadneedle ESF will be valued by reference to the manager's last published repurchase price of a unit of the Threadneedle ESF for the relevant Business Day.

(ii) Financial derivatives positions will be marked-to-market at the close of each trading day.

(iii) Placements of Cash** will be valued each day by reference to the principal value of such investments and the interest/profits accrued thereon for the relevant period.

(iv) Foreign exchange translation of SGD to RM for a particular Business Day is determined based on the bid rate quoted by Bloomberg at 4.00 p.m. (United Kingdom time) or such other time as may be prescribed from time to time by the relevant laws.

**Note: These are placements of cash in any deposits or investment accounts with any financial institution(s) that are not embedded with or linked to financial derivative instruments.

9. POLICY ON REBATES AND SOFT COMMISSION

Any rebate on brokerage fees or shared commissions is to be credited into the accounts of the Fund. Goods and services ("soft commission") received are retained by the Manager or its delegate only if the goods and services are of demonstrable benefit to the Unit Holders such as research materials and computer software incidental to the investment management of the Fund.

10. PARTIES TO THE FUND

10.1 Manager

RHB Asset Management Sdn Bhd (174588-X) ("Manager")

Registered and principal office:
19th Floor, Plaza OSK
Jalan Ampang

50450 Kuala Lumpur
Hotline: 1-800-88-3175
Tel: 03-2164 3036
Fax: 03-2164 4226
E-mail: rhbam@rhbgroup.com
Website: www.rhbgroup.com

Board of directors:
1. Mr Patrick Chin Yoke Chung (Independent Non-Executive Chairman)
2. Tuan Haji Khairuddin Ahmad (Senior Independent Non-Executive Director)
3. Dato' Othman Jusoh (Independent Non-Executive Director)
4. Encik Abdul Aziz Peru Mohamed (Independent Non-Executive Director)
5. Ms Ong Yin Suen (Non-Independent Managing Director)

Chief Executive Officer:
Mr Ho Seng Yee

10.1.1 Functions of the Manager

The Manager is responsible for the day-to-day administration of the Fund in accordance with the provisions of the deed of the Fund. The main responsibilities of the Manager include:

- Selecting and managing investments of the Fund;
- Executing, supervising and valuing investments of the Fund;
- Arrangement of sale and repurchase of units of the Fund;
- Keeping of proper records of the Fund;
- Issuing the Fund's annual and quarterly reports to Unit Holders;
- Distribution of income to Unit Holders (if any); and
- Marketing the Fund to potential investors.

In fulfilling these functions, the Manager has in place a strong and cohesive team of staff who are experienced in various aspects of the unit trust industry, i.e. in the administration, marketing and fund management functions.

10.1.2 Key Personnel of the Investment Team

The investment team will hold investment meetings every month. The investment team is jointly responsible for the overall investment decisions made on behalf of the Fund. The key member of the investment team is:

Chief Investment Officer and Designated Person Responsible for the Fund
Mr Hoe Cheah How

Mr Hoe Cheah How is the chief investment officer and his primary responsibilities include formulating and executing strategic and tactical portfolio strategies to deliver consistent out-performance under different market trends. He is also responsible for supervising both the investment research and central dealing teams. Mr Hoe joined the Manager in 2011 and has led the fixed income investment and credit assessment teams as head of fixed income before his appointment to his current role. He has vast experience in the financial markets having served in different roles ranging from financial consultant, analyst, proprietary desk bond trader to fixed income portfolio manager.

He holds a Bachelor of Commerce in Finance (1st Class Honors) from Curtin University of Technology, Australia. He is an affiliate member of the Persatuan Pasaran Kewangan Malaysia (PPKM), in which he passed (with Distinction) in the Pasaran Kewangan Malaysia Certificate (PKMC) examination in 2006. He is a qualified Chartered Financial Analyst

(CFA) charter holder. He also holds the Capital Markets Services Representative's Licence for fund management.

The chief investment officer is supported by a team of experienced investment managers/fund managers who are responsible to actively manage the Fund in accordance with the investment objective of the Fund and the provisions of the deed. The investment team shall have discretionary authority over the investments of the Fund subject to the Fund's investment objective and strategy, and the rules and guidelines issued by the relevant authorities.

10.2 Trustee

TMF Trustee Malaysia Berhad
10th Floor, Menara Hap Seng
No. 1 & 3, Jalan P. Ramlee
50250 Kuala Lumpur
Tel: 03-2382 4288 Fax: 03-2026 1451

10.2.1 Duties and Responsibilities of the Trustee

The Trustee's main functions are to act as trustee and custodian of the assets of the Fund and to safeguard the interest of the Unit Holders. In carrying out these functions and duties, the Trustee has to exercise all due care, skills, diligence and vigilance and is required to act in accordance with the provisions of the deed of the Fund, all relevant laws and the Securities Commission Malaysia's Guidelines on Wholesale Funds ("Guidelines"). Apart from being the legal owner of the Fund's assets, the Trustee is also responsible for ensuring that the Manager performs its duties and obligations in accordance with the provisions of the deed of the Fund, all relevant laws and the Guidelines.

10.2.2 Trustee's delegate

The Trustee has appointed Standard Chartered Bank Malaysia Berhad ("SCBM") as custodian of the quoted and unquoted investments of the Fund. SCBM is responsible for the Fund's assets settlement and custodising the Fund's asset. The assets are held in the name of the Fund through the custodian's wholly owned subsidiary and nominee company, Cartaban Nominees (Tempatan) Sdn Bhd. All investments are automatically registered into the name of the Fund. The custodian acts only in accordance with instruction from the Trustee.

SCBM was incorporated in Malaysia on 29 February 1984 under the Companies Act 1965 as a public company and is a subsidiary of Standard Chartered PLC (the holding company of a global banking group. SCBM was granted license on 1 July 1994 under the Banking and Financial Institutions Act, 1989.

10.2.3 Trustee's Statement of Responsibility

The Trustee has given its willingness to assume the position as trustee of the Fund and all the obligations in accordance with the deed of the Fund, all relevant laws and the Guidelines.

10.3 Auditors of the Manager and the Fund

Messrs PricewaterhouseCoopers
Level 10, 1 Sentral, Jalan Travers
Kuala Lumpur Sentral
50706 Kuala Lumpur.
Tel: 03-2173 1188
Fax: 03-2173 1288

11. RIGHTS AND LIABILITIES OF UNIT HOLDERS

11.1 Rights of the Unit Holders

Unit Holders shall have the right in respect of the Fund in which they hold units of the Fund, amongst others, to the following:

(a) to receive distributions of the Fund (if any), participate in any increase in the value of the units of the Fund and to other rights and privileges as set out in the deed of the Fund;

(b) to call for the Unit Holders' meetings, and to vote for the removal of the Trustee or the Manager through a special resolution as provided for in the deed of the Fund; and

(c) to receive quarterly and annual reports of the Fund.

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

11.2 Liabilities of Unit Holders

The liability of Unit Holders shall be limited to their investment participation in the Fund. Unit Holders shall not be liable to indemnify the Trustee or the Manager against any liabilities whatsoever arising in respect of their duties and obligations as trustee and manager of the Fund. Any claims against the Fund shall be entirely restricted to the Fund.

11.3 Power to call for a Meeting by Unit Holders

Unit Holders have the right to request the Manager to call for a Unit Holders' meeting provided any such request is made in writing by not less than fifty (50) or one-tenth (1/10) of all the Unit Holders, and the request must state the purpose of the proposed meeting.

Unit Holders may request the Manager to call for a Unit Holders' meeting for the purpose of:

(a) requiring the retirement or removal of the Manager;

(b) requiring the retirement or removal of the Trustee;

(c) considering the most recent financial statements of the Fund;

(d) giving to the Trustee such directions as the meeting thinks proper; or

(e) considering any matter in relation to the deed of the Fund.

11.4 Termination of the Fund

The Fund is of unlimited duration and shall continue until terminated:

(a) by the Manager at any time in its absolute discretion subject to compliance with the relevant laws, which may include but is not limited to the following situations:

(i) where authorization for the Fund's establishment is revoked by the Securities Commission Malaysia at any time.

(ii) where an approved transfer scheme as defined under the relevant laws has resulted in the Fund being left with no asset.

(b) by the Trustee if a Unit Holders' meeting is summoned by the Trustee to pass a special resolution in order to terminate and wind-up the Fund and therefore the Trustee must obtain an order from the court to confirm the said special resolution.

(c) by the Unit Holders if a Unit Holders' meeting is summoned by the Unit Holders to pass a special resolution to terminate and wind-up the Fund.

RHB ASSET MANAGEMENT SDN BHD 174588-X
19th Floor, Plaza OSK, Jalan Ampang, 50450 Kuala Lumpur
Tel:603-2164 3036 Fax: 603-2164 0229/2715 0099
Toll Free No:1-800-88-3175 Website: www.rhbgroup.com

ACCOUNT APPLICATION FORM
WHOLESALE FUND
Individual / Corporate

☐ *Individual* ☐ *Joint* ☐ *Corporate* ☐ *Staff Application*

This Form should not be circulated unless accompanied by the relevant Information Memorandum(s). Investor(s) should read and understand the contents of the relevant Information Memorandum(s) and Supplementary Information Memorandum(s) if any before completing this form. **Please complete in BLOCK LETTERS only, and tick(√) where applicable. For 1st time Investor(s), this Form is required to be completed.**

PARTICULARS OF INDIVIDUAL APPLICANT / CORPORATE APPLICANT

You MUST be 18 years old and above as at the date of this application. Please provide a copy of your NRIC or Passport.

Name of Individual/ Corporate Applicant
(as in NRIC/Passport No./Certificate of Incorporation)

NRIC No.(old)/Passport No./Company Registration No. NRIC No. (new) - -

(To be completed if Individual Applicant)

Date of Birth (DD/MM/YYYY) - - Country of Birth

Source of Income ☐ Employed (Permanent/Contract) ☐ Own business ☐ Savings/ Inheritance ☐ Others(*please specify*)

Employer's/Company's Name

Employer's/Company's Tel No. Occupation/ Designation

Employer's/Company's Office ☐ In Malaysia ☐ Outside Malaysia *(please specify)*

Nature of Business of Applicant/ Applicant's Employer ☐ Financial/Banking/Investment ☐ Legal/Tax ☐ Telecommunications ☐ Hotel/ Restaurant ☐ Consultancy ☐ Government/ Government related ☐ Medical/Health/Science ☐ Education ☐ Real Estate/ Property ☐ Manufacturing ☐ Construction ☐ Others (*please specify*)

Marital Status ☐ Single ☐ Married ☐ Widowed ☐ Divorced No. of Dependants (*please indicate if any*)

Nationality ☐ Malaysian ☐ Others (*please specify*) Sex ☐ Male ☐ Female

Bumiputera Status ☐ Yes ☐ No Race ☐ Malay ☐ Chinese ☐ Indian ☐ Others

Education Level ☐ Primary ☐ Secondary ☐ STPM / Diploma /PreU ☐ Degree ☐ Post Graduate ☐ Others

Annual Income ☐ Up to RM18,000 ☐ RM18,001 - RM36,000 ☐ RM36,001 - RM50,000 ☐ RM50,001 - RM96,000 ☐ RM96,001 - RM180,000 ☐ RM180,001 - RM240,000 ☐ RM240,001 and above

Mother's Maiden Name

Individual Applicant Email Address

By providing your email address to RHB Asset Management Sdn Bhd ("RHBAM"), you have consented to receive communications and/or information from RHBAM relating to your investment via email. Notices delivered via email to applicant are deemed sent and received on the date such email is sent.

(To be completed if Corporate Applicant)

Date of Incorporation (DD/MM/YYYY) - - Country of Incorporation

Nature of Business ☐ Financial/Banking/Investment ☐ Legal/Tax ☐ Telecommunications ☐ Hotel/ Restaurant ☐ Consultancy ☐ Government/ Government related ☐ Medical/Health/Science ☐ Education ☐ Real Estate/ Property ☐ Manufacturing ☐ Construction ☐ Others (*please specify*)

Company Status ☐ Bumiputra Controlled ☐ Non-Bumiputra Controlled ☐ Non-Malaysian Controlled

Company Source of Income ☐ Disposal of non-core business/asset/investments ☐ Fund raising exercise such as right issue ☐ Cash in hand/surplus funds/working capital

Contact Person (1)

Designation Department

Tel No. ext Fax No.

Office Email Address

Contact Person (2)

Designation Department

Tel No. ext Fax No.

Office Email Address

Please refer to clause 4 of the Terms and Conditions to ascertain the documents required to be submitted with this application.

PARTICULARS OF JOINT INDIVIDUAL APPLICANT

Name as in NRIC/Passport

NRIC No.(old)/Passport No./Birth Certificate No. NRIC No. (new) - -

Date of Birth (DD/MM/YYYY) - - Country of birth Sex ☐ Male ☐ Female

Nationality ☐ Malaysian ☐ Others (*please specify*) Bumiputera Status ☐ Yes ☐ No

Occupation Relationship to Individual Applicant ☐ Parent ☐ Spouse ☐ Child ☐ Sibling ☐ Others

APPLICANT'S CONTACT DETAILS

Permanent Address

Post Code Town / City

State Country

Correspondence/ Mailing Address
(complete if different)

Post Code Town / City

State Country

Tel No. - ext

Country Code Area Code Residence / House Mobile

Office Fax No.

FOR UTC/DISTRIBUTOR USE ONLY

RHBAM/Distributor Branch Code/ Stamp

Name of Staff/ UTC/Distributor Staff/UTC Code

Signature of Staff/ UTC/Distributor FiMM Code

FOR OFFICE USE ONLY

Account No. Trans. Sequence No. Price of Transaction (RM/relevant currency)

INVESTMENT OBJECTIVE & EXPERIENCE

Investment Objective

☐ Capital Growth ☐ Regular Income ☐ Capital Protection ☐ Retirement
☐ Education ☐ Wealth Accumulation

Investment Time Frame

☐ Long Term (> 5 years) ☐ Medium (3-5 years) ☐ Short Term (< 3 years)

Investment Experience

☐ Unit Trust _____ year(s) ☐ Trading on Bursa Malaysia _____ year(s)
☐ Futures / Options _____ year(s) ☐ Others _____ year(s)
☐ No experience

EXCHANGE CONTROL DECLARATION BY NON-MALAYSIAN RESIDENT(S)/REGISTERED ORGANISATION(S)

☐ I/We declare that I am/ we are non-Malaysian resident(s) and I am/ we are permanent resident(s) of _____ (Country)

☐ We declare that we are a non-Malaysian organisation and our organisation is incorporated in _____ (Country)

DECLARATIONS AND SIGNATURES

INDIVIDUAL APPLICANT

- I/We acknowledge that I/We have received, read and understood the relevant Information Memorandum(s) for the Fund(s) to be invested in, the Terms and Conditions of this Form and I/We undertake to be bound by them for my/our initial and subsequent transactions with RHB Asset Management Sdn. Bhd. ("RHBAM").
- I/We acknowledge that I/We are aware of the fees and charges that I/We will incur directly or indirectly when investing in the Fund(s).
- I/We undertake to be bound by the provisions of the documents constituting the Fund(s) subscribed to as if I was/ We were a party thereto.
- I am/ We are 18 years old and above as at the date of this application. Copy/Copies of my/our NRIC/ Passport is/are enclosed.
- I/We do declare and represent that as at the date hereof, I/We am/are not an undischarged bankrupt nor has any petition for bankruptcy been filed against me/us.
- I/We declare that I am/ We are neither engaged in any unlawful activity nor are my/our monies obtained from any illegal source or related to any illegal activity.
- I/We declare that I am/ We are in compliance and undertake that I/We will comply with all applicable laws and regulations.
- I/We undertake to provide RHBAM with all information as it may require for the purpose of and in connection with completing the Account Application Form, including but not limited to, my/our information on financial position, condition or prospect.
- I/We acknowledge that I/We shall keep RHBAM informed of any change of my/our particulars as stated in this Account Application Form and/or of any material facts that will, direct or indirectly, affect my/our financial position(s), condition(s) or prospect(s).
- I/We undertake to provide such information and documents that RHBAM may reasonably require for the purpose of due diligence/ enhanced due diligence as required under the Anti-Money Laundering and Counter Financing Terrorism Act 2001 ("AMLCFTA").
- (For joint application only) In the absence of written explicit instructions, I/We acknowledge that instructions must be given by both of us.
- (Distribution Instruction as per Purchase/ Switch Form) Depending on the Fund invested and subject to each respective Fund's Information Memorandum(s), income distribution will either be reinvested into further units in the relevant fund or be paid out.
- I/We hereby declare and acknowledge that I/We have sole legal and proprietary right over all monies accompanying this application.
- I/We hereby agree to indemnify RHBAM against all actions, suits, proceedings, claims, damages and losses which may be suffered by RHBAM as a result of any inaccuracy of the declarations herein.
- Pursuant to the requirements of the Capital Market and Services Act 2007, I/We further confirm that as I/We am/are qualified investor(s) as defined in the Information Memorandum, I/We am/are qualified to invest in the Wholesale Fund.

CORPORATE APPLICANT

- I/We acknowledge that I/We have received, read and understood the relevant Information Memorandum for the Fund(s) to be invested in, the Terms and Conditions of this Form and I/We undertake to be bound by them for my/our initial and subsequent transactions with RHB Asset Management Sdn. Bhd. ("RHBAM").
- I/We acknowledge that I/We are aware of the fees and charges that I/We will incur directly or indirectly when investing in the Fund(s).
- I/We undertake to be bound by the provisions of the documents constituting the Fund(s) subscribed to as if I was/ We were a party thereto.
- I/We do declare and represent that as at the date hereof, I/We am/are not an undischarged bankrupt nor has any petition for bankruptcy been filed against me/us.
- I am/ We are duly authorised officer(s) of the Corporation, and warrant that the Corporation has the power and capacity to enter into this agreement and undertake transactions involving the Fund(s). Attached is a certified true copy of the Corporation's list of authorised signatories.
- I/We, as directors(s) of the Corporation do hereby declare that the Corporation is a legally incorporated Corporation. Copy of my/our Certificate of Incorporation is enclosed.
- I/We, hereby declare and represent that as at this date, the Corporation is not wound up nor has there been any winding-up petition presented to the Corporation.
- I/We declare that I am/ We are neither engaged in any unlawful activity nor are my/our monies obtained from any illegal source or related to any illegal activity.
- I/We undertake to provide RHBAM with all information as it may require for the purpose of and in connection with completing the Account Application Form, including but not limited to, the Corporation and its group of companies' information on financial position, condition, operation, business or prospect.
- I/We acknowledge that I/We shall keep RHBAM informed of any change of the information stated in this Account Application Form and/or of any material facts that will, direct or indirectly, affect the Corporation and its group of companies' financial position, condition, operation, business or prospect.
- I/We undertake to provide such information and documents that RHBAM may reasonably require for the purpose of due diligence/ enhanced due diligence as required under the AMLCFTA.
- (Distribution Instruction as per Purchase/ Switch Form) Depending on the Fund invested and subject to each respective Fund's Information Memorandum(s), income distribution will either be reinvested into further units in the relevant fund or be paid out.
- I/We hereby declare and acknowledge that I/We have sole legal and proprietary right over all monies accompanying this application.
- I/We hereby agree to indemnify RHBAM against all actions, suits, proceedings, claims, damages and losses which may be suffered by RHBAM as a result of any inaccuracy of the declarations herein.
- We, the abovenamed authorised signatories and representatives for the Company, do declare and represent that as at the date hereof , no petition for winding-up has been filed against the Company nor any receiver has been appointed over any of its assets. Pursuant to the requirements of the Capital Market and Services Act 2007, we further confirm that the Company is a qualified investor as defined in the Information Memorandum and thus, the Company is qualified to invest in the Wholesale Fund.

DECLARATION FOR PERSONAL DATA PROTECTION ACT 2010 (Applicable for Individual/Corporate Applicant)

- I/We shall fully comply with the provisions of the Personal Data Protection Act 2010 ("the Act") applicable to the processing of personal data as defined in the Act and specifically, that all necessary consents have been obtained from individuals whose personal data may be disclosed to RHBAM or its representatives ("Disclosed Data") in respect of such disclosure to and processing by RHBAM and its representatives and that I/We will always furnish RHBAM or its representatives with up-to-date Disclosed Data.
- I/We shall procure any third party that processes Disclosed Data for or on behalf of me/us to agree in writing to the same terms that I/We agree in line with the Act and in this declaration.
- I/We shall immediately notify RHBAM in the event of any claim or complaint from any data subject of Disclosed Data and/or where there has been an event of non-compliance with the Act by me/us, whether discovered by me/us or forming the subject of an investigation and/or action by the relevant
- I/We shall indemnify RHB Banking Group against all proceedings, costs, expenses, liabilities or damages arising from my/our failure to comply with the Act with respect to Disclosed Data and the terms of this declaration. The remedies available to RHBAM contained in this clause are without prejudice to and in addition to any warranties, indemnities, remedy or other rights provided by law or any prior agreement.
- Based on the above declaration, I/we undertake that this declaration shall not be assigned without RHBAM's prior written consent; will be binding upon my/our servants, agents, personal representatives, assigns and successor-at-law; will inure to the benefit of RHBAM and its successors and assigns; and shall supersede all prior representations, negotiations, arrangements, understandings or agreements and all other communications between RHBAM and me/us in connection with the processing and disclosure of Disclosed Data to RHBAM.

No delay or omission by RHBAM in exercising any right under this declaration will operate as a waiver of that or any other right. The covenants set out in this declaration are separate and severable and enforceable accordingly and whilst the restrictions are considered by the parties to be reasonable in all the circumstances as at the date hereof, it is acknowledged that restrictions of such a nature may be invalid because of a change in circumstances or other unforeseen reasons and accordingly, if any restrictions shall be adjudged to be void or ineffective for whatever reason but would be adjudged to be valid and effective if part of the wording thereof were deleted or the periods thereof reduced, such modifications shall be applied as may be necessary to make them valid and effective.

INSTRUCTION FOR REDEMPTION PAYMENT (for joint applicants account only)

We would like to request the redemption payment to be issued in the name of : - **Please tick (√) one**

☐ Applicant only ☐ Joint Applicant only ☐ All Applicants

ALL APPLICANTS MUST SIGN THIS FORM

Applicant / Authorised Signatory (ies) Date	Joint Applicant / Authorised Signatory (ies) Date	Company Stamp / Common Seal

For **Joint Application**, please tick (√) account operating mode for future transactions

☐ Applicant Only
☐ Joint Applicant Only
☐ Either Applicant to sign
☐ Both Applicants to sign

TERMS AND CONDITIONS

You are advised to read and understand the relevant Information Memorandum(s) and deed(s) which shall be made available upon request before investing in the fund(s).

1. MINIMUM INVESTMENT

- Initial and subsequent investment must be for a minimum amount stated in the relevant Information Memorandum(s).

2. INDIVIDUAL APPLICANT

- Applicant must be 18 years old and above.
- Please enclose a photocopy of your identity card or passport.

3. JOINT INDIVIDUAL APPLICANT

- Please enclose a photocopy of your identity card or passport.
- If aged 18 years old and above, he/she is also required to sign the application form.
- In the case of death of a joint-holder, the surviving holder will be the only person recognised by the Manager and the Trustee as having any title to or interest in the units held.
- In the absence of written explicit instructions, I/we acknowledge that instructions must be given by both of us.

4. CORPORATE APPLICANT

- Please enclose a copy of the Memorandum and Articles of Association, Company's latest audited accounts, list of Authorised Signatories and Specimen Signatures.
- For a corporation, the Common Seal or the Company stamp will have to be affixed. If the Company stamp is used, an Authorised Officer must sign and state his/her representative capacity.
- Certified True Copy (by company secretary, if applicable) of the Board Resolution, Form 11, Form 9, Form 13 (if applicable), Form 24, Form 44, Form 49 and latest Annual Return.

5. RIGHTS OF THE MANAGER

The Manager reserves the right to accept or reject any application in whole or in part thereof and reject any Fund Application Form which is not completed in full and supported by the requested documents and payments.

6. CUSTOMER CARE

If you require further information or clarification, please contact our Customer Service for assistance.

All notices and other communications sent by or to the applicant shall be sent at the risk of the applicant. Unless due to willful default or negligence of the Manager, the Manager shall not be responsible for any inaccuracy, interruption, error, delay or failure in transmission or delivery of any notices via whatever means, or for any equipment failure or malfunction. The Manager shall not be liable for any direct or indirect consequential losses arising from the foregoing.

The information that you have provided will be used strictly for our own purpose and shall not be shared with any other parties unless as required by law.

RHB ASSET MANAGEMENT SDN BHD 174588-X
19th Floor, Plaza OSK, Jalan Ampang, 50450 Kuala Lumpur
Tel:603-2164 3036 Fax:603-2164 0229/2715 0099
Toll Free No:1-800-88-3175 Website:www.rhbgroup.com

PURCHASE / SWITCH FORM
WHOLESALE FUND

Account No. _____
(for existing unit holders only)

Please tick (√) if this is staff purchase

☐ **Purchase** ☐ **Switch** ☐ **Staff Application**

This Form should not be circulated unless accompanied by the relevant Information Memorandum(s). Investor(s) should read and understand the contents of the relevant Information Memorandum(s) and Supplementary Information Memorandum(s) if any before completing this Form. **Please complete in BLOCK LETTERS only, and tick(√) where applicable. For 1st time investors, please fill up the application form to be submitted with this form.**

INDIVIDUAL APPLICANT

Name of Individual Applicant

NRIC No. (new) _____ - _____ - _____ NRIC No.(old)/ Passport No. _____

Tel No. _____

☐ Update (complete where applicable) ☐ Remain as previous application

Occupation/Designation _____

Education Level ☐ Primary ☐ Secondary ☐ STPM / Diploma /PreU ☐ Degree ☐ Post Graduate ☐ Others _____

Annual Income ☐ Up to RM18,000 ☐ RM18,001 - RM36,000 ☐ RM36,001 - RM50,000 ☐ RM50,001 - RM96,000
☐ RM96,001 - RM180,000 ☐ RM180,001 - RM240,000 ☐ RM240,001 and above

Source of Income ☐ Employed (Permanent/Contract) ☐ Own business ☐ Savings / Inheritance ☐ Others *(please specify)* _____

Employer's/Company's Name _____

Employer's/Company's Tel No. _____ Employer's/Company's Office ☐ In Malaysia ☐ Outside Malaysia*(please specify)* _____

Nature of Business of Applicant/ Applicant's Employer
☐ Financial/Banking/Investment ☐ Legal/Tax ☐ Telecommunications ☐ Hotel/ Restaurant ☐ Consultancy ☐ Government/ Government related
☐ Medical/Health/Science ☐ Education ☐ Real Estate/ Property ☐ Manufacturing ☐ Construction ☐ Others *(please specify)* _____

JOINT INDIVIDUAL APPLICANT

Name as in NRIC/Passport _____

NRIC No. (new) : _____ - _____ - _____ NRIC No.(old)/ Passport No. _____

Tel No. _____

CORPORATE APPLICANT

☐ Update on Corporation's documents _____ ☐ Remain as previous application

Name of Company _____

Company Registration No _____

Name of Contact Person(s) _____

Tel No: _____ ext _____ Fax No. _____

INVESTMENT OBJECTIVE & EXPERIENCE

Investment Objective
☐ Capital Growth ☐ Regular Income ☐ Capital Protection ☐ Retirement
☐ Education ☐ Wealth Accumulation

Investment Experience
☐ Unit Trust _____ year(s) ☐ Trading on Bursa Malaysia _____ year(s)
☐ Futures / Options _____ year(s) ☐ Others _____ year(s)
☐ No experience

Investment Time Frame
☐ Long Term (> 5 years) ☐ Medium (3-5 years) ☐ Short Term (< 3 years)

DETAILS OF INVESTMENT APPLICATION

Note: Select a Distribution Instruction only if this is an initial investment in the relevant Fund(s) of RHB Asset Management Sdn Bhd ('RHBAM') and only if applicable. Depending on the Fund invested and subject to each respective Fund's Information Memorandum(s), income distribution will either be reinvested into further units in the relevant fund or be paid out.

Fund Name	***Plan Type	** Currency	Amount	****No.of years 1 - 5	Investment Type	*Distribution Instruction
					☐ Initial ☐ Additional ☐ Standing Instruction	☐ Reinvest ☐ Pay by cheque ☐ Credit into bank account
					☐ Initial ☐ Additional ☐ Standing Instruction	☐ Reinvest ☐ Pay by cheque ☐ *Credit into bank account
					☐ Initial ☐ Additional ☐ Standing Instruction	☐ Reinvest ☐ Pay by cheque ☐ *Credit into bank account
					☐ Initial ☐ Additional ☐ Standing Instruction	☐ Reinvest ☐ Pay by cheque ☐ *Credit into bank account
					☐ Initial ☐ Additional ☐ Standing Instruction	☐ Reinvest ☐ Pay by cheque ☐ *Credit into bank account
		TOTAL				

* Account Details for income distribution to be credited:
** specify the currency acronym eg. RM etc
*** Note: C - Cash Plan, S - Savings Plan, E - EPF Plan
**** Applicable for Regular Savings Plan

Name of bank : _____
Branch : _____
Account No : _____ Type : ☐ Savings ☐ Current ☐ Multi Currency

Payment Mode for investment :
☐ Cheque/Bank Draft (Bank _____ No. _____) *(Payable to "RHB Asset Management Sdn Bhd")*
☐ Cash Deposit, kindly indicate the bank account which you banked into:

	Fund Name	Bank	Account No.
1	☐ All Funds	RHB	2-14129-00200777
2	☐ All Funds	Maybank	514011-592181
3	☐ RHB-OSK Income Plus Fund	RHB	2-14129-0024515-0
4	☐ RHB-OSK Income Plus Fund 5	RHB	2-14129-0021227-9
5	☐ RHB-OSK Islamic Income Plus Fund 5	RHB Islamic	2-14013-6001141-9
6	☐ All Funds	RHB Multi Currency (for foreign currencies)	6-14129-00007029

☐ Others _____

Notes to be read before completing this section:

- Cheque/bank draft should be crossed and made payable to **"RHB ASSET MANAGEMENT SDN BHD"** for all funds. You should write your full name and NRIC No. on the back of each cheque. The cheque(s)/ bank draft(s) must be attached with this Form.
- You may bank-in cash or arrange for a bank transfer into one of the accounts as stated herein. Please attach the bank-in slip or a copy of the Direct Transfer form with this Form. It must clearly state your name, NRIC No, amount remitted and the name of the Fund(s) you are investing into.
- If you are investing via Standing Instruction, kindly fill up the Standing Instruction Form of the relevant bank and attach it with this Form.

FOR UTC / DISTRIBUTOR USE ONLY

RHBAM/ Distributor Branch Code/ Stamp _____
Name of Staff/ UTC/ Distributor _____
Signature of Staff/ UTC/ Distributor _____
Staff/UTC Code _____
FIMM Code _____

FOR OFFICE USE ONLY

Account No. _____ Trans. Sequence No _____ Price of Transaction (RM/relevant currency) _____ Trans Price Date _____

DETAILS OF SWITCHING APPLICATION

Please ensure you maintain the minimum amount required in the original Fund as stated in the relevant Information Memorandum(s) and its Supplementary(ies).

SWITCH FROM

Fund Name	No. of Units
1.	
2.	
3.	
4.	
5.	

SWITCH TO

Fund Name	*Distribution Instruction		
1.	☐ Reinvest	☐ Pay by cheque	☐ *Credit into bank account
2.	☐ Reinvest	☐ Pay by cheque	☐ *Credit into bank account
3.	☐ Reinvest	☐ Pay by cheque	☐ *Credit into bank account
4.	☐ Reinvest	☐ Pay by cheque	☐ *Credit into bank account
5.	☐ Reinvest	☐ Pay by cheque	☐ *Credit into bank account

*Account Details for income distribution to be credited:

Name of bank : _____

Branch : _____

Account No : _____ Type : ☐ Savings ☐ Current ☐ Multi Currency

LOAN FINANCING RISK DISCLOSURE STATEMENT

Investing in an investment scheme with borrowed money is more risky than investing with your own savings. You should assess if loan financing is suitable for you in light of your objectives, attitude to risk and financing circumstances. You should be aware of the risk, which would include the following:-

(i) The higher the margin of financing (that is, the amount of money you borrow for every Ringgit of your own money that you put in as deposit or down payment) the greater the loss or gain on your investment.

(ii) You should assess whether you have the ability to service the repayments on the proposed loan. If your loan is a variable rate loan, and if interest rates rise, your total repayment amount will be increased.

(iii) If unit prices fall beyond a certain level, you may be asked to provide additional acceptable collateral (where units are used as collateral) or pay additional amounts on top of your normal instalments. If you fail to comply within the prescribed time, your units may be sold towards the settlement of your loan.

(iv) Returns on investment are not guaranteed and may not be earned evenly over time. This means that there may be some years where returns are high and other years where losses are incurred instead. Whether you eventually realise a gain or incur loss may be affected by the timing of the sale of your units. The value of units may fall just when you want your money back even though the investment may have done well in the past.

This brief statement cannot disclose all the risks and other aspects of loan financing. You should therefore carefully study the terms and conditions before you decide to take the loan. If you have doubts in respect of any aspect of this Risk Disclosure Statement or the terms of the loan financing, you should consult the institution offering the loan.

I / We acknowledge that I / We have read and understood the contents of the investment Loan Financing Risk Disclosure Statement. I /We do declare and represent that as at the date hereof, I / We am / are not an undischarged bankrupt nor has any petition for bankruptcy been filed against me/us. With the completion of this form, it constitutes that I have read, understood and agreed to be bound by the notes, terms and conditions stated in this form. I also accept and acknowledge that RHB Asset Management Sdn Bhd has absolute discretion to reply on facsimile confirmation from me and undertake to indemnify and hold harmless RHB Asset Management Sdn Bhd, its employees and agents at all costs, expenses, loss of liabilities, claims and demands arising out of this confirmation.

DECLARATIONS AND SIGNATURES

- I / We acknowledge that I / We have received, read and understood the relevant Information Memorandum(s) for the Fund(s) to be invested in, the Terms and Conditions of this Form and I/We undertake to be bound by them for my / our initial and subsequent transactions with RHB Asset Management Sdn Bhd ("RHBAM").
- I/We undertake to be bound by the provisions of the documents constituting the Fund(s) subscribed to as if I was/We were a party thereto.
- I/We acknowledge that I/We are aware of the fees and charges that I/We will incur directly or indirectly when investing in the Fund(s).
- I/We hereby declare and acknowledge that I/We have sole legal and proprietary right over all monies accompanying this application.
- I/We hereby agree to indemnify RHBAM against all actions, suits, proceedings, claims, damages and losses which may be suffered by RHBAM as a result of any inaccuracy of the declarations herein.

ALL APPLICANTS MUST SIGN THIS FORM

Applicant / Authorised Signatory (ies) Date	Joint Applicant / Authorised Signatory (ies) Date	Company Stamp / Common Seal