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(A member of RHB Banking Group)

Trustees HSBC (Malaysia) Trustee Berhad (1281-T)
(A member of the HSBC Group)

This information memorandum is dated 5 November 2015

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

UNITS OF RHB ASIAN INCOME FUND – SGD CAN ONLY BE SOLD TO SOPHISTICATED INVESTORS.

www.rhbgroup.com







Responsibility Statement

This information memorandum in relation to the RHB Asian Income Fund – SGD 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 will not be liable for any non-disclosure on the part of 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 and/or other professional advisers as to legal, tax and related matters concerning the Fund and investments therein.

TABLE OF CONTENTS

DI	EFINITION	S	1
1.	KEY DAT	A	4
2.	INVESTM	IENT OBJECTIVE	7
3.	INVESTM	IENT STRATEGY	7
	3.1 Inv	vestment Strategy	7
		set Allocation	
	3.3 Ber	nchmark	8
	3.4 Lev	verage	8
4.	INFORMA	ATION ON THE TARGET FUND	8
	4.1 Ab	out the Target Fund	8
	4.2 Inv	restment objective, focus and approach of the Target Fund	9
		sk management of the Target Fund	
		spension of dealings in the Target Fund	
	4.5 Res	striction of realisation of units in the Target Fund	12
5.	PERMITT	TED INVESTMENTS AND RESTRICTIONS	13
6.	RISK FAC	CTORS OF THE FUND	13
	6.1 Ge	neral Risks of Investing in a Wholesale Fund	13
		ecific Risks when Investing in this Fund	
	6.3 Spc	ecific Risks of Investments of the Target Fund	14
7.	PRICING	POLICY	17
8.	VALUATI	ON OF ASSETS	17
9.	POLICY (ON REBATES AND SOFT COMMISSION	18
10.	PARTIES	TO THE FUND	18
	10.1 Ma	ınager	18
		istee	
		ditors of the Manager and the Fund	
11.	RIGHTS A	AND LIABILITIES OF UNIT HOLDERS	22
	11.1 Rig	ghts of the Unit Holders	22
		bilities of Unit Holders	
		wer to Call for a Meeting by Unit Holders	
		rmination of the Fund	

DEFINITIONS

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

Bursa Malaysia The stock exchange managed or operated by Bursa Malaysia

Securities Berhad

Business Day A day (other than a Saturday or a Sunday or a public holiday)

in which Bursa Malaysia is open for trading and on which commercial banks in Singapore are open for business (or such other day as may from time to time be determined by the manager of Schroder Asian Income with the approval of the

trustee of Schroder Asian Income).

Code Code on Collective Investment Schemes issued by the

Monetary Authority of Singapore.

Deed Deed dated 23 October 2015 as may be modified or varied by

supplemental deeds from time to time.

Financial Institution(s) (a) If the institution is in Malaysia -

> (i) institutions authorised to carry on banking business or investment banking business under the Financial Services Act 2013; or

(ii) institutions authorised to carry on Islamic banking business under the Islamic Financial Services Act

2013: or

(b) If the institution is outside Malaysia, any institution that is licensed, registered, approved or authorised to provide

financial services by the relevant banking regulator.

Fund RHB Asian Income Fund – SGD

GST Goods and Services Tax.

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

Net Asset Value (NAV) The net asset value of the Fund 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.

NAV per Unit The net asset value of the Fund divided by the total number of

Units in circulation at that valuation point.

Placements of Cash 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.

Schroder Singapore The manager of the Target Fund is Schroder Investment

Management (Singapore) Ltd.

Sophisticated Investor

- 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;
- An individual who has a gross annual income exceeding RM300,000 or its equivalent in foreign currencies per annum in the preceding twelve months;
- An individual who, jointly with his or her spouse, has a gross annual income exceeding RM400,000 or its equivalent in foreign currencies per annum in the preceding twelve months;
- 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 approved by the Securities Commission Malaysia;
- 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:
- 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 or an executive director or a chief executive officer of a holder of a capital markets services license;
- 14. A licensed institution as defined in the Financial Services Act 2013;
- An Islamic bank as defined in the Islamic Financial Services Act 2013;
- An insurance company registered under the Financial Services Act 2013;

- A takaful operator registered under the Islamic Financial Services Act 2013;
- A bank licensee or insurance licensee as defined under the Labuan Financial Services and Securities Act 2010;
- An Islamic bank licensee or takaful licensee as defined under the Labuan Islamic Financial Services and Securities Act 2010; and
- Any other investor as may be defined by the Securities Commission Malaysia from time to time.

RM Ringgit Malaysia, the lawful currency of Malaysia.

SGD Singapore Dollars, the lawful currency of Singapore.

Target Fund Schroder Asian Income.

Trustee HSBC (Malaysia) Trustee Berhad (1281-T).

Unit A unit of the Fund and includes fractions of a unit of the

Fund.

Unit Holder The person(s) for the time being registered under the

provisions of the Deed as the holder of Units and person(s)

jointly registered.

1. KEY DATA

INFORMATION ON THE FUND										
Name of Fund	RHB Asian Income Fund – SGD.									
Base currency of Fund	SGD.									
Initial Offer Period	21 days (i.e. 5 November 2015 – 25 November 2015).									
Initial Offer Price	SGD 1.0000 per Unit.									
Launch Date	5 November 2015.									
Investment Objective	The Fund aims to provide income^ and capital growth over the medium to long term* by investing in one target fund, i.e. the Schroder Asian Income. Note: ^ The income is in the form of Units. *"medium to long term" in this context refers to a period of									
	between 3 – 10 years.									
Asset Allocation	At least 95% of NAV - Investments in the class X units of the Target Fund. 2% to 5% of NAV - Investments in liquid assets including money market instruments									
	and Placements of Cash.									
Principal Investment Strategy	The Fund will invest principally in one of the sub-funds of the Schroder International Opportunities Portfolio, that is, the class X units of the Schroder Asian Income ("Target Fund") denominated in SGD and managed by Schroder Singapore. The Target Fund is an open-ended collective investment scheme domiciled in Singapore and was launched on 31 August 2011. Schroder Singapore is regulated by the Monetary Authority of Singapore and the Target Fund is authorised under section 286 of the Securities and Futures Act (Chapter 289), Singapore. The investment objective of the Target Fund is to provide income and capital growth over the medium to longer term* by investing primarily in Asian equities (including real estate investment trusts) and Asian fixed income securities. *Note: "medium to longer term" in this context refers to a period of between 3 – 10 years. Although the Fund is not actively managed, the investments of the Fund will be rebalanced from time to time to meet Unit sales and Unit redemptions transactions. This is to enable proper and efficient management of the Fund. This Fund is a feeder fund that invests at least 95% of NAV in the Target Fund. The risk management strategies and techniques employed will be at the Target Fund level. Unit Holders are advised to refer to section 4.2 to read and understand the Target Fund's investment objective, focus and approach.									
Benchmark	50% MSCI AC Asia Pacific ex Japan Net 50% JP Morgan Asia Credit Index (SGD Hedged) An investor may refer to the Manager or to Bloomberg L.P. for this benchmark indicator. The risk profile of the Fund is different from the risk profile of the benchmark.									
	4									

RHB ASIAN INCOME FUND – SGD

Financial Year End	30 November.								
Distribution Policy	Subject to the level of income, distribution, if any, after deduction of taxation and expenses (i.e. net distributions) is declared quarterly. Any distribution made, will be out of the Fund's realised gain or realised income.								
Distribution Mode	Distributions, if any, after deduction of taxation and expenses (i.e. net distributions) will be reinvested to purchase additional Units based on NAV per Unit as at the first Business Day when Units are quoted exentitlement. Allotment of such Units shall be within two (2) weeks thereafter.								
Reporting to Investors	The Manager will send to the Unit Holders monthly statement of accounts; and quarterly and annual reports. The monthly statement of accounts details all transactions made by the Unit Holders 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.								
FEES AND CHARGES									
Subscription Fee / Sales Charge ¹	Up to 5.50% of the investment amount. An investor can expect differing sales charge to be levied when buying Units from the various distribution channels and within each distribution channel (i.e. directly from the Manager or from any of its authorised sales agents or participating Institutional Unit Trust Advisers (IUTAs) or Corporate Unit Trust Advisers (CUTAs)), 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 the units of the Target Fund will be at NAV per Unit. The sales charge for investing in the Target Fund will be waived by the Target Fund's manager.								
Repurchase Charge	1.00% of the redemption amount. Repurchase charge 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. Note: The repurchase charge herein is a penalty in nature and is not subject to GST. However, the Manager reserves the right to charge GST without prior notification when directed to do so by the Royal Malaysian Customs or when there is a change in the interpretation of the nature of repurchase charge by the Royal Malaysian Customs.								
Switching Fee	Not applicable.								
Transfer Fee ¹	SGD 5.00 per transfer.								
	r								

Annual Management Fee ¹	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 the Target Fund's manager, i.e. Schroder Singapore. As the Fund invests in units of the Target Fund, any management fee charged to the Target Fund by the Target Fund's manager in relation to the Fund's investments in the Target Fund will be fully refunded to this Fund. Accordingly, there is NO DOUBLE CHARGING OF MANAGEMENT FEE. This means that Unit Holders will incur ONLY ONE MANAGEMENT FEE and ONLY AT THE FUND'S LEVEL, i.e. at one point eight per cent (1.80%) per annum of NAV.								
Annual Trustee Fee ¹	Up to 0.08% per annum of NAV before deducting the Manager's and Trustee's fees for that particular day (excluding foreign custodian fees and charges).								
Expenses directly related to the Fund	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, other transaction costs and taxes will be charged to the Fund.								
Other expenses indirectly paid by an investor when investing in the Fund	None levied by the Manager. However as this Fund will invest in the Target Fund, there are fees indirectly incurred by this Fund i.e. trustee fee which is incurred at the Target Fund level. The trustee fee of the Target Fund is currently not more than 0.05% per annum (maximum of 0.25% per annum and subject to a minimum of SGD10,000.00).								

¹ All fees and charges payable to the Manager and the Trustee are subject to any applicable taxes and/or duties (including but not limited to GST) as may be imposed by the government from time to time. The implementation of GST is effective 1 April 2015 at the rate of 6% and the fees and charges payable are exclusive of GST.

TRANSACTION DETAILS										
Minimum Initial Investment	$SGD\ 5,\!000.00$ or such other amount as the Manager may from time to time accept.									
Minimum Additional Investment	SGD 1,000.00 or such other amount as the Manager may from time to time accept.									
Minimum Holding at all times	1,000 Units or such other quantity as the Manager may from time to time decide.									
Minimum Redemption of Units	1,000 Units or such other lower quantity as the Manager may from time to time accept.									
Frequency of Redemption of Units	No restrictions.									
Switching Facility	Not applicable.									
Transfer Facility	Transfer is only allowed between Sophisticated Investors.									
Subscription Settlement	Payment must be made in the base currency of the Fund (i.e. SGD) on subscription date.									

Redemption Settlement	Redemption monies in the base currency of the Fund (i.e. SGD) are to be paid within ten (10) business days* after receipt by the Manager of the request to repurchase and are payable to the Unit Holders' bank account. However, the time taken to pay the redemption proceeds to investors may be extended or delayed if the Target Fund is suspended** and/or the redemption from the Target Fund is deferred**. Should this occur, the Manager will pay the redemption proceeds to investors within ten (10) business days* after receipt by the Manager of the redemption proceeds from the management company of the Target Fund. ** These are the working days when the Manager is open for business. **# For information concerning suspension or deferment of redemption by the Target Fund, see "Suspension of dealings in the Target Fund" and "Restriction of realisation of units in the Target Fund" commencing on page 11.
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 the orders are received before the next valuation point.

Prospective investors 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.

For information concerning risk factors of the Fund which should be considered by prospective investors, see "Risk Factors of the Fund" commencing on page 13. Prospective investors should also note risk factors relating to the Target Fund which may use financial derivative instruments for the purposes of hedging and/or efficient portfolio management.

2. INVESTMENT OBJECTIVE

The Fund aims to provide income^ and capital growth over the medium to long term* by investing in one target fund.

Note: ^ The income is in the form of Units.

*"medium to long term" in this context refers to a period of between 3-10 years.

3. INVESTMENT STRATEGY

3.1 Investment Strategy

The Fund will invest principally in the class X units of the Target Fund denominated in SGD.

The investment objective of the Target Fund is to provide income and capital growth over the medium to longer term* by investing primarily in Asian equities (including real estate investment trusts) and Asian fixed income securities.

*Note: "medium to longer term" in this context refers to a period of between 3-10 years.

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

The Manager does not adopt any temporary defensive positions for the Fund in response to adverse market, economic, political or any other condition as such defensive strategies are expected to be implemented at the Target Fund's level when deemed necessary by the Target Fund'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 Target Fund. It also follows that if the Target Fund fails to adopt a successful defensive position in response to adverse market and economic positions, there is a risk that the Fund will mirror the Target Fund's negative performance, if any. Also, investors should note that at all times the Fund is always subject to currency risk as the underlying portfolio holdings of the Target Fund may be denominated in other currencies.

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

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

3.2 Asset Allocation

At least 95% of NAV

Investments in the class X units of the Target Fund.

2% to 5% of NAV

 Investments in liquid assets including money market instruments and Placements of Cash.

3.3 Benchmark

- 50% MSCI AC Asia Pacific ex Japan Net
- 50% JP Morgan Asia Credit Index (SGD Hedged)

The benchmark chosen best represents the investments of the Target Fund.

An investor may refer to the Manager or to Bloomberg L.P. for this benchmark indicator.

The risk profile of the Fund is different from the risk profile of the benchmark.

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 the 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.

4. INFORMATION ON THE TARGET FUND

4.1 About the Target Fund

The Target Fund is an SGD denominated open-ended collective investment scheme domiciled in Singapore. The Target Fund is a sub-fund under the umbrella of the Schroder International Opportunities Portfolio and it was launched on 31 August 2011. The Target Fund is regulated by the Monetary Authority of Singapore and is authorised under section 286 of the Securities and Futures Act (Chapter 289), Singapore

The manager of the Target Fund is Schroder Investment Management (Singapore) Ltd ("Schroder Singapore"). With effect from 5 February 2013, Schroder Singapore has appointed Schroder Investment Management (Japan) Limited ("Schroder Japan") to advise Schroder Singapore in their management of the Target Fund.

Schroder Singapore was incorporated in Singapore and has been managing collective investment schemes and discretionary funds since 1992. They are part of the Schroder group ("Schroders"). Schroders has been managing collective investment schemes and discretionary funds in Singapore since the 1970s. Schroder Singapore is licensed and regulated by the Monetary Authority of Singapore under the Securities and Futures Act (Chapter 289), Singapore.

Schroders is a global asset management company, whose history dates back over 200 years. The group's holding company, Schroders Plc is and has been listed on the London Stock Exchange since 1959.

Schroders aims to apply its specialist asset management skills in serving the needs of their clients worldwide through its large network of offices and over 300 portfolio managers and analysts covering the world's investment markets.

The trustee of the Target Fund is HSBC Institutional Trust Services (Singapore) Limited and the custodian of the Target Fund is The Hongkong and Shanghai Banking Corporation Limited.

Investors may refer to the Target Fund's prospectus available for download at http://www.schroders.com/en/sg/private-investor/fund-centre/onshore-funds/literature.

4.2 Investment objective, focus and approach of the Target Fund

The investment objective of the Target Fund is to provide income and capital growth over the medium to longer term* by investing primarily in Asian equities (including real estate investment funds ("REITS") and Asian fixed income securities.

*Note: "medium to longer term" in this context refers to a period of between 3-10 years.

The Target Fund will seek to achieve the investment objective primarily through investment in a portfolio of equity securities of Asian companies which offer attractive yields⁽¹⁾ and sustainable dividend payments⁽²⁾, and bonds and other fixed or floating rate securities, of investment grade or below investment grade (at the time of or subsequent to acquisition), issued by governments, government agencies, supra-national and corporate issuers in Asia which offer attractive yields. The Target Fund may substantially⁽³⁾ invest in bonds and debt securities which are below investment grade or unrated. The Target Fund may, if its manager considers fit and to a limited extent, seek exposure to other asset classes including but not limited to non-Asian securities and commodities (including energy, metals and agricultural commodities) indirectly through exchange traded funds ("ETFs") and/or similar instruments. The REITS invested in by the Target Fund may not necessarily be authorised by the Monetary Authority of Singapore ("Authority") and the distribution policy of the Target Fund may not reflect the dividend policy of the underlying REITS.

Explanatory notes:

(1) "attractive yields" for equity securities are level of yields that are generally above the country/industry norms. Attractive yields for fixed income securities are level of yields that are above the industry norm for that type of fixed income security of the same rating in the country of investment.

- (2) "sustainable dividend payments" means consistent percentage dividend payout by a company over time. For example, the target fund manager would prefer a company that has a stable dividend payout ratio rather than a company that has a high payout ratio in one or two years and zero payout ratio in the next few years.
- (3) "substantially" means up to 70% of the Target Fund's net asset value.

The Target Fund will actively allocate between Asian equities, Asian fixed income securities, cash and other permissible investments in accordance with the Code on Collective Investment Schemes ("Code") issued by the Authority to achieve the Target Fund's objectives. The Target Fund will use a cyclical approach to asset allocation where the asset mix will be adjusted according to the four phases of the economic cycle – recovery, expansion, slowdown and recession – based on a combination of fundamental and quantitative factors such as asset class valuation, macroeconomic data and liquidity. Cash will be treated as a separate asset class and will be deployed if necessary to limit downside risk during adverse market conditions. The Target Fund's expected asset allocation ranges for each asset class is expected to be the following:

Asian equities: 30 - 70%

Asian fixed income: 30 – 70%

Other permissible investments: 0 - 20%

Cash: 0 - 30%

In addition to active asset allocation, the Target Fund will also perform active security selection for its investments in Asian equities, Asian fixed income and other permissible investments. For the Asian equities portfolio, the Target Fund intends to focus on companies that are able to create true shareholder value⁽⁴⁾, have a strong and stable earnings stream⁽⁵⁾ and have a strong sustainable dividend yield⁽⁶⁾. For the Asian fixed income portfolio, the Target Fund intends to select securities that deliver attractive yield and capital growth taking into account both fundamental and technical views such as valuation, demand/supply conditions and liquidity. The Target Fund will also perform duration management based on its manager's interest rate views. Duration is a measure of the sensitivity of the portfolio value to changes in interest rates. Hence duration management means managing the impact that interest rate movements have on the value of the portfolio. For example, an increase in interest rates usually has a negative impact on the value of bonds, hence the manager of the Target Fund would reduce the duration of the portfolio to reduce the effect from rising interest rates.

In extreme market conditions, the Target Fund may hold more than 10% of its assets in cash.

Explanatory notes:

- (4) "create true shareholder value" are companies that in the judgment of Schroder Singapore, delivers value through its management's ability to grow earnings, dividends and share price. In other words, it is the sum of all strategic decisions that affect the company's ability to efficiently increase the amount of free cash flow over time, after considering factors such as the effect of inflation, amongst others.
- (5) "strong and stable earnings stream" are companies that in the judgment of Schroder Singapore, can offer consistently growing/increasing corporate earnings with low volatility from one year to the next.
- (6) "strong sustainable dividend yield" are companies that in the judgment of Schroder Singapore, can offer increasing dividend payout from one year to the next.

4.3 Risk management of the Target Fund

The Target Fund may use derivatives (such as futures, options, warrants, forwards, swaps or swap options) for the purposes of hedging and/or efficient portfolio management. Where such derivatives are on commodities, such transactions will be settled in cash at all times. The Target Fund's global exposure to derivatives or embedded derivatives will not exceed 100% of the net asset value of the Target Fund and such exposure will be calculated using the commitment approach of the Code.

The Schroder group, being the group of companies to which Schroder Singapore belongs, has established a Group Derivatives Committee (the "Committee") which assumes responsibility for identifying and overseeing the management of the key operational risks faced by the Schroder group from the use of derivatives. The Committee also approves, communicates and assesses the adequacy and effectiveness of the derivative risk management framework, and will escalate significant issues relating to derivatives to key stakeholders.

The Committee reviews and approves new derivative instruments to ensure that the key operational risks have been identified and mitigated before execution of the instrument, and is responsible for the policy on new instruments. After approval by the Committee, new derivative instruments are recorded in a derivative-instruments register. This process is designed to ensure that new derivative instruments are assessed prior to investment by the Target Fund to ensure that Schroder Singapore has the appropriate processes and controls in place to mitigate operational, investment and credit risks.

The fund managers of Schroder Singapore have primary responsibility for ensuring that derivative transactions are consistent with the investment objective of the Target Fund. Derivative positions are monitored to ensure that derivative usage is consistent with the Target Fund's investment objective and in line with the way the Target Fund is offered.

The fund managers of Schroder Singapore are required to liaise with the risk or compliance team to agree how the derivative investments should be monitored and clarify any uncertainty in relation to interpretation of rules or monitoring requirements prior to investing or as soon as the uncertainty arises. The risk or compliance team is responsible for performing independent compliance monitoring of investment restrictions. The risk or compliance team ensures that the fund managers are made aware of changes to regulations, including those in relation to derivatives usage. Schroder Singapore has a system in place to monitor investment restrictions. Where the system does not have the capability to monitor a particular instrument or restriction, the monitoring process is supplemented either by in-house or external systems and/or manual processes.

Schroder Singapore will ensure that the risk management and compliance procedures and controls adopted are adequate and have been or will be implemented and that they have the necessary expertise to manage the risk relating to the use of financial derivatives.

4.4 Suspension of dealings in the Target Fund

Subject to the provisions of the Code, the manager or the trustee of the Target Fund may, with the prior written approval of the other, suspend the issue, realisation and/or cancellation of units in relation to the Target Fund and/or the determination of the net asset value of the Target Fund during:

 any period when any recognised stock exchange on which any authorised investment forming part of the deposited property of the Target Fund for the time being is listed or dealt in is closed (otherwise than for ordinary holidays) or during which dealings are restricted or suspended;

- (ii) the existence of any state of affairs which, in the opinion of Schroder Singapore might seriously prejudice the interest of the unit holders of the Target Fund as a whole or of the deposited property of the Target Fund;
- (iii) any breakdown in the means of communication normally employed in determining the price of any of such authorised investments or the current price on any recognised stock exchange or when for any reason the prices of any of such authorised investments cannot be promptly and accurately ascertained;
- (iv) any period when remittance of monies which will or may be involved in the realisation of such authorised investments or in the payment for such authorised investments cannot, in the opinion of Schroder Singapore, be carried out at normal rates of exchange; or
- (v) such circumstances as may be required under the provisions of the Code.

Subject to the provisions of this paragraph, such suspension shall take effect forthwith upon the date of declaration in writing thereof to the trustee of the Target Fund by Schroder Singapore (or as the case may be), to Schroder Singapore by the trustee of the Target Fund, and subject to the provisions of the Code, shall terminate on the day following the first business day of the Target Fund on which the condition giving rise to the suspension shall have ceased to exist and no other condition under which suspension is authorised under this paragraph shall exist upon the declaration in writing thereof by Schroder Singapore or as the case may be, the trustee of the Target Fund.

In addition, subject to the provisions of the Code, Schroder Singapore may, with the approval of the trustee of the Target Fund, suspend the issue, realisation and/or cancellation of units and/or the determination of the net asset value of the Target Fund for forty-eight (48) hours (or such longer period as Schroder Singapore and the Target Fund's trustee may agree) prior to the date of any meeting of unit holder of the Target Fund (or any adjourned meeting thereof) convened in accordance with the provisions of the schedule to the deed of the Target Fund for the purposes of, inter alia, determining the total number and value of all the units in issue of the Target Fund and reconciling the number of units of the Target Fund stated in proxy forms received from unit holders of the Target Fund against the number of units of the Target Fund stated in the register.

Dealings in units of the Target Fund may also be suspended by Schroder Singapore during any period as the Authority may direct and such suspension shall comply with the terms set out in the order, notice or directive issued by the Authority.

Should there be a temporary suspension of determination of the net asset value of the units of the Target Fund, the Fund will be notified in writing of any such suspension of the right to subscribe or the right to require redemption of units of the Target Fund. The Fund will be promptly notified upon termination of such suspension.

Should the Target Fund suspend its determination of the net asset value of the units of the Target Fund, the pricing of Units will immediately be suspended and the Fund will also temporarily suspend all sales and redemptions of Units. Unit Holders will also be notified and kept informed in such an instance.

4.5 Restriction of realisation of units in the Target Fund

Schroder Singapore may, with the approval of the Target Fund's trustee, limit the total number of units of the Target Fund which the unit holders may realise or be deemed to have requested realisation and which Schroder Singapore is entitled to have cancelled on any dealing day to ten per cent (10%) of the total number of units of the Target Fund then in issue (disregarding any units of the Target Fund which have been agreed to be issued), such

limitation to be applied pro rata to all unit holders of the Target Fund who have validly requested realisations or are deemed to have requested realisations on such dealing day and Schroder Singapore, so that the proportion so requested or deemed requested to be realised or cancelled is the same for all unit holders of the Target Fund and Schroder Singapore. Any units of the Target Fund which, by virtue of the powers conferred on Schroder Singapore, are not realised or cancelled (as the case may be) shall be realised or cancelled on the next succeeding dealing day provided that if on such next succeeding dealing day, the total number of units of the Target Fund to be cancelled or realised (as the case may be), including those carried forward from any earlier dealing day, exceeds such limit, Schroder Singapore may further carry forward the requests for realisation or cancellation (as the case may be) until such time as the total number of units of the Target Fund to be realised or cancelled (as the case may be) on a dealing day falls within such limit and provided further that any units of the Target Fund which have been carried over as aforesaid shall on any such succeeding dealing day be realised or cancelled in priority to any new units of the Target Fund due to be realised or cancelled on that dealing day. If realisation requests are carried forward as aforesaid, Schroder Singapore shall, within seven (7) business days, give notice to the unit holders of the Target Fund affected thereby that such units in the Target Fund have not been realised or cancelled and that (subject as aforesaid) they shall be realised or cancelled on the next succeeding dealing day.

In the event of the aforedescribed deferred redemption by the Target Fund, the Fund may not receive redemption proceeds within the anticipated time or amount sought for in which case the Manager may suspend and/or delay payment for any redemption requests and Unit Holders will be notified accordingly.

5. PERMITTED INVESTMENTS AND RESTRICTIONS

The Fund will invest in one collective investment scheme i.e. Schroder Asian Income, trade in financial derivatives, invest in money market instruments and make Placements of 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.

6. RISK FACTORS OF THE FUND

6.1 General Risks of Investing in a Wholesale Fund

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

(a) Redemption risk

The ability of the Fund to honour request for redemption in a timely manner is subject to the Fund's holding of adequate liquid assets and/or its ability to borrow on a temporary basis as permitted by the relevant laws. In the event there is insufficient liquid assets, the Manager may have to liquidate the Fund's investment at an unfavourable price.

(b) Returns are not guaranteed

There is no guarantee on the investment returns to Unit Holders.

6.2 Specific Risks when Investing in this Fund

(a) Management risk

As the Fund invests at least 95% of its NAV in the Target Fund, it is subject to the management risk of the management company and investment managers of the Target Fund. Poor management of the Target Fund by the Target Fund's management company will jeopardise the investments of the Fund in the Target Fund and in turn, the Unit Holders' investments through the risk of reduced returns and in some cases loss of capital invested in the Fund.

(b) Liquidity risk

The Fund is also exposed to liquidity risk as there is no secondary market for the Target Fund. Investments in the Target Fund can only be liquidated with the manager of the Target Fund or its appointed agents.

(c) Country risk

As the Target Fund is domiciled in Singapore, the Target Fund is subject to country risk. The Fund's investments in the Target Fund may be adversely affected by political instability as well as exchange controls, changes in taxation, foreign investment policies, restrictions on repatriation of investments and other restrictions and controls which may be imposed by the relevant authorities in Singapore.

6.3 Specific Risks of Investments of the Target Fund

Investments of the Target Fund are subject to the risks detailed below. The net asset value of the Target Fund is affected by the fluctuations of the value of the investment securities held by the Target Fund. All profits and losses arising from investment management of these securities belong to the investors (including the Fund). Accordingly, the principal amount of the Target Fund and profits arising from investments in the high-yielding sub investment grade debt securities of issuers, or in high-yielding debt securities of sub investment grade issuers are not guaranteed. Investors (including the Fund) may incur a loss and the value of their investment principal may fall below par as the result of a decline in the net asset value of the Target Fund.

(a) Market risk in Asia

The Target Fund is exposed to the market risk in the region in which it invests, i.e. Asia. The value of investments by the Target Fund may go up and down due to changing economic, political or market conditions, or due to an issuer's individual situation.

(b) Equity risk

The Target Fund may invest in stocks and other equity securities and their derivatives which are subject to market risks that historically have resulted in greater price volatility than that experienced by bonds and other fixed income securities.

(c) Currency risk

The assets and liabilities of the Target Fund may be denominated in currencies other than the Target Fund's base currency of SGD. There is the prospect of additional loss (or the prospect of additional gain) to the investor greater than the usual risks of investment. Investors may therefore be exposed to exchange rate risks. Hence, the Target Fund may be affected favourably or unfavourably by exchange control

regulations or changes in the exchange rates between the base currency of the Target Fund and such other currencies. If the currency in which a security is denominated appreciates against the base currency of the Target Fund, the value of the security would increase. Conversely, a decline in the exchange rate of the currency would adversely affect the value of the security. Schroder Singapore manages currency risks dynamically by hedging, if necessary, through forward currency markets.

(d) Credit risk

The Target Fund is subject to the risk that some issuers of debt securities and other investments made by the Target Fund may not make payments on such obligations. Further, an issuer may suffer adverse changes in its financial condition that could lower the credit quality of security, leading to greater volatility in the price of the security and in the value of the Target Fund. A change in the quality rating of a security can also affect the security's liquidity and make it more difficult to sell.

(e) Investment grade, below investment grade and unrated debt securities risk

There is a risk that investment grade securities that the Target Fund invests in may be downgraded due to adverse market conditions. In the event of a down-grading of the credit rating of a security or an issuer relating to a security that the Target Fund invests in, the value of the Target fund may be adversely affected.

The Target Fund may invest in debt securities below investment grade which are generally accompanied by a higher degree of counterparty risk, credit risk and liquidity risk than higher rated, lower yielding securities. Investors should note that the Target Fund may substantially invest in bonds and debt securities which are below investment grade or unrated.

Investment in unrated debt securities may be subject to risks similar to those associated with below investment grade debt securities.

(f) Risks relating to distributions

The manager of the Target Fund, i.e. Schroder Singapore intends to make distributions, at a variable percentage per annum with distributions to be made on a monthly basis at the Target Fund level. Schroder Singapore has the absolute discretion to determine whether a distribution is to be made. Schroder Singapore also reserves the right to review and make changes to the distribution policy from time to time. Where the income generated by the Target Fund is insufficient to pay Schroder Singapore may at its discretion make such distributions out of the capital of the Target Fund. Investors should note that in the circumstances where distributions are paid out of the capital of the Target Fund, its net asset value will be reduced.

(g) Emerging markets and frontier risk

As the Target Fund invests in securities such as Asian bonds and equities in the emerging and less developed markets of Asia (amongst other markets), it may be subject to significant risks not typically associated with investing in securities listed on the major securities markets in developed countries, including but not limited to:

- (a) potential price volatility and reduced liquidity of securities traded in emerging markets:
- (b) political, economic, market, settlement, legal, regulatory, social instability, execution and counterparty risks, including the risk of nationalisation or

expropriation of assets and more substantial government involvement in the economy; and

(c) risks arising from less defined tax laws and procedures.

As a result, prices of securities traded in the securities markets of the emerging and less developed markets of Asia tend to be volatile, which consequently may impact the value of the Target Fund and in turn the value of the Fund.

Investing in this global market segment may also subject the Target Fund to other risks such as:

- restrictions on foreign investment and on repatriation of capital invested in emerging markets;
- (b) currency fluctuations;
- (c) the cost of converting foreign currency into SGD; and
- (d) risks arising from inadequate settlement and custody systems in certain countries.

As a result, the value of the Target Fund may be affected and in turn, the value of the Fund.

(h) Derivatives risk

The use of futures, options, warrants, forwards, swaps or swap options involves increased risks. The Target Fund's ability to use such instruments successfully depends on its manager's ability to accurately predict movements in stock prices, interest rates, currency exchange rates or other economic factors and the availability of liquid markets. If Schroder Singapore's predictions are wrong (i.e. Schroder Singapore's judgment of the risk-return from the positions under the derivatives or their view of a derivative's underlying reference or asset is wrong), the Target Fund could suffer greater losses than if the Target Fund had not used the derivatives. If the Target Fund invests in over-the-counter derivatives, there is an increased risk that a counterparty may fail to honour its contract. Derivatives transactions will not be used for speculation or leverage. In the event that such instruments are used, Schroder Singapore will ensure that the risk management and compliance procedures and controls adopted are adequate and have been or will be implemented and that it has the requisite expertise, experience and quantitative tools to manage and contain such investment risks. Investments in derivatives would normally be monitored and controlled by Schroder Singapore with regular mark-to-market valuations, careful research prior to investment and compliance monitoring to ensure careful compliance with the investment restrictions set out in the deed of the Target Fund with regard to derivatives.

Investors are advised to read the information memorandum and obtain professional advice before subscribing to Units.

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 ("Selling Price"). The Selling Price is fixed at SGD 1.0000 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 as at the next valuation point of the relevant Business Day ("forward pricing") after the application for Units 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 ("Repurchase Price"). The Repurchase Price is fixed at SGD 1.0000 per Unit during the Fund's initial offer period.

After the Fund's initial offer period, the Repurchase Price shall be the NAV per Unit as at the next valuation point of the 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 is determined when the NAV is divided by the total number of the Units in circulation at that valuation point.

The NAV per Unit 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. However, the Target Fund in which the Fund invests in performs its valuation for its relevant business day on the day following its relevant business day.

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 Target Fund would have been obtained from Schroder Singapore.

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:

 The units of the Target Fund, will be valued by reference to the manager's last published repurchase price of a unit of the Target Fund for the relevant Business Day.

RHB ASIAN INCOME FUND - SGD

- (ii) Placements of Cash will be valued each day by reference to the principal value of such investments and the interest accrued thereon for the relevant period.
- (iii) Money market instruments will be valued each day based on the accretion of discount or amortisation of premium or on a yield to maturity basis.
- (iv) Foreign exchange translation of investments not denominated in the base currency of the Fund into SGD (i.e. the base currency of the Fund) for a particular Business Day is determined based on 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 governing body or authority.

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)

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. Mr Chin Yoong Kheong (Independent Non-Executive Director)
- 6. 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. 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;
- 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 outperformance 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

HSBC (Malaysia) Trustee Berhad 13th Floor, Bangunan HSBC, South Tower No. 2, Leboh Ampang 50100 Kuala Lumpur Tel: 03-2075 7800 Fax: 03-2179 6511

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 interests of Unit Holders. In performing these functions, the Trustee has to exercise all due care, diligence and vigilance and is required to act in accordance with the provisions of the Deed, the Capital Markets and Services Act 2007 ("CMSA") and the Securities Commission Malaysia's Guidelines on Unlisted Capital Market Products under the Lodge and Launch Framework ("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, the CMSA and the Guidelines. In respect of monies paid by an investor for the application of Units, the Trustee's

responsibility arises when the monies are received in the relevant account of the Trustee for the Fund and in respect of redemption, the Trustee's responsibility is discharged once it has paid the redemption amount to the Manager.

10.2.2 Trustee's Statement of Disclaimer

The Trustee is not liable for doing or failing to do any act for the purpose of complying with law, regulation or court orders.

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, all relevant laws and rules of law. The Trustee shall be entitled to be indemnified out of the Fund against all losses, damages or expenses incurred by the Trustee in performing any of its duties or exercising any of its powers under the Deed. The right to indemnify shall not extend to loss occasioned by breach of trust, wilful default, negligence, fraud or failure to show the degree of care and diligence required of the Trustee having regard to the provisions of the Deed.

10.2.4 Anti-money Laundering Provisions

The Trustee has in place policies and procedures across the HSBC Group, which may exceed local regulations. Subject to any local regulations, the Trustee shall not be liable for any loss resulting from compliance of such policies, except in the case of negligence, wilful default or fraud of the Trustee.

10.2.5 Related-Party Transactions and Conflict of Interest

As the Trustee, there may be related party transaction involving or in connection with the Fund in the following events:-

- Where the Fund invests in instruments offered by the related party of the Trustee (e.g placement of monies, structured products, etc);
- Where the Fund is being distributed by the related party of the Trustee as Institutional Unit Trust Adviser (IUTA);
- 3) Where the assets of the Fund are being custodised by the related party of the Trustee both as sub-custodian and/or global custodian of the Fund (Trustee's delegate); and
- 4) Where the Fund obtains financing from the related party of the Trustee.

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

Subject to the above and any local regulations, the Trustee and/or its related group of companies may deal with each other, the Fund or any of its Unit Holder or enter into any contract or transaction with each other, the Fund or any of its Unit Holder or retain for its own benefit any profits or benefits derived from any such contract or transaction or act in the same or similar capacity in relation to any other scheme.

10.2.6 Consent to Disclosure

The Trustee shall be entitled to process, transfer, release and disclose from time to time any information relating to the Fund, Manager and Unit Holders for purposes of performing its duties and obligations in accordance to the Deed, the CMSA, Guidelines and any other legal and/or regulatory obligations such as conducting financial crime risk management, to the Trustee's parent company, subsidiaries, associate companies, affiliates, delegates, service providers, agents and any governing or regulatory authority, whether within or outside Malaysia (who may also subsequently process, transfer, release and disclose such information for any of the above mentioned purposes) on the basis that the recipients shall continue to maintain the confidentiality of information disclosed, as required by law, regulation or directive, or in relation to any legal action, or to any court, regulatory agency, government body or authority.

10.2.7 Trustee's Delegates

The Trustee has appointed The Hongkong And Shanghai Banking Corporation Ltd as custodian of the quoted and unquoted local investments of the Fund. The assets of the Fund are held through their nominee company, HSBC Nominees (Tempatan) Sdn Bhd. If and when the Fund should invest overseas, HSBC Institutional Trust Services (Asia) Limited will be appointed as the custodian of the foreign assets of the Fund. Both The Hongkong And Shanghai Banking Corporation Ltd and HSBC Institutional Trust Services (Asia) Limited are wholly owned subsidiaries of HSBC Holdings Plc, the holding company of the HSBC group. The custodian's comprehensive custody and clearing services cover traditional settlement processing and safekeeping as well as corporate related services including cash and security reporting, income collection and corporate events processing. All investments are registered in the name of the Trustee for the Fund or to the order of the Trustee. The custodian acts only in accordance with instructions from the Trustee.

The Trustee shall be responsible for the acts and omissions of its delegate as though they were its own acts and omissions.

However, the Trustee is not liable for the acts, omissions or failure of third party depositary such as central securities depositories, or clearing and/or settlement systems and/or authorised depositary institutions, where the law or regulation of the relevant jurisdiction requires the Trustee to deal or hold any asset of the Fund through such third parties.

Trustee's delegates

The Hongkong And Shanghai Banking Corporation Limited (As Custodian) and assets held through HSBC Nominees (Tempatan) Sdn Bhd (Co. No. 258854-D)

No 2 Leboh Ampang 50100 Kuala Lumpur

Telephone No: (603)2075 3000 Fax No: (603)2179 6488

HSBC Institutional Trust Services (Asia) Limited 6th Floor, Tower One HSBC Centre No 1 Sham Mong Road Kowloon, Hong Kong

Telephone No: (852)2822 1111 Fax No: (852)2810 5259

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

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, among others, to the following:

- (a) to receive distributions of the Fund (if any), to participate in any increase in the value of the Units and to other rights and privileges as set out in the Deed;
- (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; 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, whichever is the lesser number 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.

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 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.



Account No.

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.rhbgroun.com

ACCOUNT APPLICATION FORM WHOLESALE FUND

Individual / Corporate

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Trans. Sequence No.

Price of Transaction (RM/relevant currency)

INVESTMENT OBJECTIVE & EXI	PERIENCE					
Investment Objective Capital Growth Education Investment Time Frame Long Term (> 5 years) Investment Objective Regular Income Wealth Accumulation Medium (3-5 years)	Capital Protection Retirement	Investment Experience Unit Trust year Futures / Options No experience	. –	ursa Malaysia year(s) year(s)		
EXCHANGE CONTROL DECLAR	ATION BY NON-MALAYSIAN	I RESIDENT(S)/REGI	STERED ORGANIS	ATION(S)		
I/We declare that I am/ we are non-Malaysian repermanent resident(s) of (Country		We declare that we ar	e a non-Malaysian organisation	and our organisation		
DECLARATIONS AND SIGNATULE			,000	,		
INDIVIDUAL APPLICANT I We acknowledge that IWe 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 IWe understate to be bound by them for myour initial and subsequent transactions with RHB Asset Management Sdn. Bhd. ("RHBAM"). I We acknowledge that IWe are aware of the fees and charges that IWe will incur directly or indirectly when investing in the Fund(s). I We understate 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 IWe are 18 years old and above as the date of this application. Copyl/Coples of myour NRIC/ Passport islare enclosed. I'We do declare that I am and incomparity or information as it may read in connection with a Application Form, including as stated in this Accountable of the Comparity of the Comp	will comply with all islations. Wide RHBAM with all juite for the purpose of und's information Memorandun(s), unpeting the Account ding but not limited to, in financial position; where the position of myour particulars unt Application. For financial position of myour particulars unt Application Form financial position(s), else that will direct or financial position(s), else of und ellipse and the properties of the distribution will be provided as required under the and counter financial position(s). The provided with the provided with the provided with the provided provided with the provided with t	CORPORATE APPLICANT We acknowledge that IWe have received, read and understood the relevant information Memorandum for the Fundle; to be thrested in, the Terms and Conditions of this Form and We understake to be bound by their methods of the Saset Management 56n. Bhd. ("RHBAM"). We acknowledge that IWe are aware of the fees and charges that IWe will incur directly or indirectly when investing in the Fundle). We understake to be bound by the provisions of the documents constituting the Fundle) subscribed to as if I was/ We were a party thereto. I We understake to be bound by the provisions of the documents constituting the Fundle). We do declare and represent that as at the data hereof, IWe amiare not an undischarged bankrupt nor has any petition for bankruptey been filed against melus. I am We are duly authorised officer(s) of the Corporation has the power and capacity to enter into this agreement and understake transactions involving the Fundle). Attached is a certified true copy of the Corporation's list of authorised signatories.	 IWe, as directors(s) of the Corporation in hereby declare that the Corporation is a legal incorporated Corporation. Copy of mylo Certificate of Incorporation is enclosed. IWe, hereby declare and represent that as this date, the Corporation is not wound up n has there been any winding-up petitis presented to the Corporation. IWe declare that I am/ We are neither engag in any unlarsful activity nor are mylour moni obtained from any illegal source or related any illegal activity. IWe undertake to provide RHBAM with information as it may require for the purpo of and in connection with completing it Account Application Form, including but n limited to, the Corporation and its group companies' information on financial position condition, operation, business or prospect. IWe acknowledge that IWe shall keep RHBA informed of any change of the informatistate in this Account Application Form and of any material facts that will, direct indirectly, affect the Corporation and its group of companies' financial position, conditio operation, business or prospect. 	information and documents that RHRAD may reasonably require for the purpos of due diligence' enhanced due diligence as required under the AML CFTA. (Distribution instruction as per Purchas Switch Form) Depending on the Fund's in wester and subject to each respective Fund's Information Memorandunite income distribution will either be relevant fund or be paid out. When the wes oble legal and proprieta sight over all monies accompanying the application. I Whe hereby agree to indemnify RHBAI against all actions, suits, proceedings claims, damages and losses which may be suffered by RHBAM as a result of an inaccuracy of the declarations herein. We, the abovenamed authorise signatories and representatives for it company, do declare and represent the sea the detable beared in position for company, do declare and representatives so the declaratives for the sea the detable beared in position for processing the company of the declaratives for the company, do declare and represent the sea the detable beared in position for processing the company of the declaratives for the processing the company of the declaratives for the processing the company of the declaratives for the processing the company of the declaratives for the processing the company of the declaratives for the processing the company of the declarative for the processing the company of the declarative for the processing the company of the declaration processing the company of the declaration processing the company of the declaration processing the company of the declaration processing the company of the declaration processing the company of the declaration processing the company of the declaration processing the company of the declaration processing the company of the declaration processing the company of the declaration processing the company of the declaration processing the company of the declaration processing the company of the declaration processing the company of the declaration processing the company of the declaration processing the company of the		
We shall procure any third party that processes Disclosed Data for or on behalf at IWs shall immediately notify RIRBA in the event of any claim or complaint from IWs shall indemnify RIRB Banking Group against all proceedings, costs, expenin addition to any warranties, indemnities, remedy or other rights provided by la Based on the above declaration, I/we undertake that this declaration shall not ball subjects of the right processed all prior representations, engaglents, understar No delay or omission by RIRBAM in exercising any right under this declaration will oricumstances as at the data hereof, it is acknowledged that restrictions of such an effective if part of the wording thereof were deleted or the periods thereof reduced, su INSTRUCTION FOR REDEMPTIC We would like to request the redemption payment to the Applicant only	any data subject of Disclosed Data and/or where there has been an event- see, liabilities or damages arising from my/our failure to comply with the Ac w or any prior agreement. ea sesigned without REBAI's prior written consent; will be binding upon in didings or agreements and all other communications between RIBAIM and nid didings or agreements and all other communications between RIBAIM and in structure may be invalid because of a change in circumstances or other unfor the modifications shall be applied as may be necessary to make them valid is ON PAYMENT (for joint applic)	of non-compliance with the Act by melus, whether dis- visit with respect to Disclosed Data and the terms of this enviyour servants, agents, personal representatives, ass nebus in connection with the processing and disclosu- de declaration are separate and severable and enforce seeen reasons and accordingly, if any restrictions sh and effective. Cants account only	declaration. The remedies available to RHBAM co igns and successor-at-law; will inure to the benef e of Disclosed Data to RHBAM. able accordingly and whilst the restrictions are co	ntained in this clause are without prejudice to an it of RHBAM and its successors and assigns; an insidered by the parties to be reasonable in all th		
ALL APPLICANTS MUST SIGN T	HIS FORM					
Applicant / Authorised Signatory (ies) Date	Joint Applicant / Authorised Signatory (ies)		Stamp / Common Seal	For Joint Application, please tick (v) 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). 3. JOINT INDIVIDIAL APP Please enclose a photient to provide the provided provided to provide the fund or passport fund(s). If aged 18 years old an	Please enclose a copy of the Memorandum and Articles of Association, Company's latest audited accounts. Iist of Authorised	RIGHTS OF THE MANAGER The Manager reserves the right to accept or reject any application in whole or in part thereof and reject any to the control of the control	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	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 late.		
1. MINIMUM INVESTMENT 1. 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 identify card or passport.	the application fa joint-holder, and the beautiful for a corporation, the Common Seal or the Manager in the Manager and the did not the Manager and the Common Seal or the Common stang with the did not the Manager and the Manager stanger with law to be affixed. If the Common stanger is used an Authorised Officer must sign and state higher representative capacity. Certified True Copy (by company secretary, if applicable) of the Board Resolution, Form 11, Form 9, Form 13	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.	Martager, the Manager shall not persponsible for any inaccuracy, interruption, error, delayer of allure transmission or delayer of any notices via whatever means, or for any equipment fallure or malfunction. The Manager shall not be liable for any direct or indirect consequential losses arising from the foregoing.	гечритем сучите.		

RHB ◆AssetManagement RHB ASSET MANAGEMENT SDN BHD 174588-X 19th Floor, Plaza OSK, Jalan Ampang, 50450 Kuala Lumpur

Account No.

PURCHASE / SWITCH FORM WHOLESALE FUND

Account No.

Tel:603-2164 3036 Fax:603-2164 Toll Free No:1-800-88-3175 Web		15 0099 .rhbgroup.co	m											(1	for exist	ting unit	holde	ers onl	y)				
10#11cc 140.1-000-00-0113 Web	Sito.www	.mbgroup.co								Purc	hase		Swi	tch	PI	ease tio		if this		ff purc	hase		
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INDIVIDUAL APPLICANT																							
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Annual Income Up to RM1 RM96,001			18,001 - RM36, 180,001 - RM24			RM36,00 RM240,0				ш	RM50,	001 - R	M96,0	00									
Source of Income Employed	(Permaner	nt/Contract)	Ow	n busin	ess		S	avings /	Inhe	ritance			Othe	rs (plea	se spec	ify)							
Employer's/Company's Name				Ш	4	+	Ш				4	_		Щ	4		\perp						
Employer's/Company's Tel No.				\vdash	_			yer's/Co	7		_		lalaysi			utside N	-						
Nature of Business of Applicant/ Applicant's Medical/He Employer			Legal/Tax Education			ommunic Estate/ P			-	el/ Rest nufactur	taurant ring		-	sultanc	'	_	Government/ Government related Others (please specify)						
JOINT INDIVIDUAL APPLIC	ANT																						
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CORPORATE APPLICANT																							
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Company Registration No					十		\Box	\pm	t	\Box	十	\top			$^{+}$	\top	t	T			一	一	_
Name of Contact Person(s)								i				i			Ť	İ						T	二
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INVESTMENT OBJECTIVE	& EXP	ERIENCE																					
Investment Objective Capital Growth Regu	lar Income		Capital Protec	tion	Г	Reti	rement	inve	-	nt Exp∈ :Trust_	erience	year(s)	Γ	Tr	ading o	n Bur	rsa Ma	alaysi:	a	\	ear(s	s)
Education Weal	th Accumu								-		Options		year(s)	_	thers_		year					
Investment Time Frame Long Term (> 5 years)	Medi	um (3-5 years)		Short	Term	(< 3 yea	re)		No	experie	ence												
DETAILS OF INVESTMENT			_			(* 0) 00		-				-				-							
Note: Select a Distribution Instruction only if this is an initia			s) of RHB Asset Ma	nagement	Sdn Bh	d ('RHBAM') and only i	f applicable	e Dene	endina on	the Fund	invested	and subi	ect to ea	ch respec	tive Fund	l's Infor	mation I	Memora	indum(s	incom	e distril	bution
will either be reinvested into further units in the relevant fur Fund Name			1			o.of years				stment								ution In					
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A A a second Data No. Con language distribution to be a second		TOTAL			1 -1 -		<u> </u>	* Note:	0.0	and Dire	_												
 * Account Details for income distribution to be credite **** Applicable for Regular Savings Plan 	ea:	** specify tr	ne currency acrony	m eg. Ki	и етс			" Note:	S-S	ash Plai avings F	Plan		Note	to be r	ead bef	ore com	pleting	g this s	ection	:			
Name of bank :									E - E	PF Plan	ı					should NT SDN							
Branch :				_					_				full n	ame an	d NRIC	No. on attache	the ba	ack of	each				
Account No :			Type :	Sa	vings		Current	L	N	lulti Cur	rrency					ash or a				transfe	er into	one o	f the
Payment Mode for investment :																erein. Ple							
Cheque/Bank Draft (Bank		No.) (Pay	able to "Ri	HB Asset	Managem	ent Sc	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.							nto.						
Cash Deposit, kindly indicate the bank ac <u>Fund Name</u>	count which	n you banked into <u>Bank</u>					<u>A</u>	ccount No	<u>).</u>							via Star e relevar							iaing
1 All Funds 2 All Funds		RHB Mayb						14129-00 14011-592		7			EO	R UTC	: / DIS	TRIBL	ПО	RUS	E O	NLY_			
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4 RHB-OSK Income Plus Fund 5 5 RHB-OSK Islamic Income Plus Fund 5		RHB RHB	Islamic					14129-00						Stamp of Staff	/ UTC/			_	—				_
6 All Funds			Multi Currency (for	foreign	currenci	ies)		14129-00					Distril	outor		C)		_					_
Others													Distril	outor	Staff/ UT	u							
		_												UTC Co	de								_
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FOR OFFICE USE ONLY

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 Informat	tion Memorandum(s) and its S	supplementary(ies).						
	SWITCH	FROM							
Fund Name			No. of Units						
1.									
2.									
3.									
4.									
5.									
	CWITCH	110							
Fund Name	SWITCH	110	*Distribution Instructio	on					
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:		Remvest	1 ay by crieque	Credit into bank account					
Name of bank :									
Branch :									
Account No :	Type :	Savings	Current	Multi Currency					
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 own savings. You should assess if loan financing is suitable for you in light of your own savings. You should assess if loan financing is suitable for you in light of your own savings. You should assess if loan financing is suitable for you in light of your own sovers, 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 Ringgio for 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 you 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 fall to comply within the prescribed time, your units may be sold towards the settlement of your loan. If 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 nundischarged 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 conditions stated in this form. I also accept and acknowledge that RHBA sset Management Sdn Bhd has absolute discretion to reply on facsimile confirmation from me and undertake to indemnify and hold harmless.									
DECLARATIONS AND SIGNATURES									
I / We acknowledge that I / We have received, read and understoo bound by them for my / our initial and subsequent transactions with I We undertake to be bound by the provisions of the documents co I We acknowledge that I I We are aware of the fees and charges that I We hereby declare and acknowledge that I We have sole legal ar I We hereby agree to indemnify RHBAM against all actions, suits, p.	RHB Asset Management Sdn Bhd ("RI nstituting the Fund(s) subscribed to as in the I/We will incur directly or indirectly when the proprietary right over all monies accounts."	HBAM"). if I was/We were a party there en investing in the Fund(s). empanying this application.	to.						
ALL APPLICANTS MUST SIGN THIS FORM									
Applicant / Authorised Signatory (ies) Date	Joint Applicant / Authorised Signatory (ies)							