

RHB iCASH FUND

Manager:
**RHB Islamic International
Asset Management Berhad** (879478-A)
(A member of RHB Banking Group)

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

This prospectus is dated 26 May 2017.

Constitution Date of the Fund : 1 December 2010

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

FOR INFORMATION CONCERNING CERTAIN RISK FACTORS WHICH SHOULD BE CONSIDERED BY PROSPECTIVE INVESTORS, SEE "RISK FACTORS" COMMENCING ON PAGE 6.

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Responsibility Statement

This prospectus has been reviewed and approved by the directors of RHB Islamic International Asset Management Berhad and they collectively and individually accept full responsibility for the accuracy of the information. Having made all reasonable enquiries, they confirm to the best of their knowledge and belief, that there are no false or misleading statements, or omission of other facts which would make any statement in this prospectus false or misleading.

Statements of Disclaimer

The Securities Commission Malaysia has authorised the RHB iCash Fund (“the Fund”) and a copy of this prospectus has been registered with the Securities Commission Malaysia.

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

The Securities Commission Malaysia is not liable for any non-disclosure on the part of RHB Islamic International Asset Management Berhad, the management company responsible for the Fund and takes no responsibility for the contents in this prospectus. The Securities Commission Malaysia makes no representation on the accuracy or completeness of this prospectus, and expressly disclaims any liability whatsoever arising from, or in reliance upon, the whole or any part of its contents.

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

Additional Statements

Investors should note that they may seek recourse under the Capital Markets and Services Act 2007 for breaches of securities laws including any statement in this prospectus that is false, misleading, or from which there is a material omission; or for any misleading or deceptive act in relation to this prospectus or the conduct of any other person in relation to the Fund.

The Fund has been certified as Shariah-compliant by the Shariah adviser appointed for the Fund i.e. RHB Islamic Bank Berhad.

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APPLICATION FORM & UNIT TRUST LOAN FINANCING RISK DISCLOSURE STATEMENT

DEFINITIONS

In this prospectus, the following abbreviations or words shall have the following meanings unless otherwise stated:

Bursa Malaysia	The stock exchange managed or operated by Bursa Malaysia Securities Berhad.
Business Day	A day in which Bursa Malaysia is open for trading.
Deed	The master deed dated 1 December 2010 as modified via its first supplemental master deed dated 3 October 2013, second supplemental master deed dated 2 March 2015, third supplemental master deed dated 29 April 2015 and any other supplemental deeds that may be registered with the Securities Commission Malaysia from time to time.
FIMM	Federation of Investment Managers Malaysia.
Fund	RHB iCash Fund.
GST	Goods and services tax.
Impure Income	Income that is not compatible with Shariah principles.
Islamic Deposits	These are any deposits that are not embedded with or linked to financial derivative instruments (structured deposits) and (where applicable) these are Islamic current accounts, short term Islamic money market deposits and short term Islamic deposits with financial institutions.
Latest Practicable Date	28 February 2017.
Manager/Management Company	RHB Islamic International Asset Management Berhad.
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.
Net Asset Value per Unit	The Net Asset Value divided by the total number of Units in circulation at the valuation point.
Quran	The miraculous words of Allah revealed to the Prophet Muhammad (Peace and Blessing be Upon Him) in Arabic language which begins with Surah (Chapter) al-Fatihah and ends with Surah (Chapter) al-Nas.
Repurchase Price	The price (before deducting any repurchase charge) payable by the Manager to a Unit Holder pursuant to the repurchase of a Unit. The Repurchase Price shall be the Net Asset Value per Unit 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, if any, will be computed separately based on the withdrawal amount/repurchase amount. The implementation of GST is effective from 1 April 2015 at the

	rate of 6% and the repurchase charge payable (if any) is exclusive of GST.
RM or Ringgit Malaysia	The lawful currency of Malaysia.
SACSC	The Shariah Advisory Council of the SC.
Securities Commission (SC)	Securities Commission Malaysia.
Selling Price	The price (before adding any sales charge) payable by an investor or a Unit Holder for the purchase of a Unit. The Selling Price shall be the Net Asset Value per Unit as at the next valuation point of the Fund's relevant Business Day ("forward pricing") after the application for Units is received by the Manager. A sales charge, where applicable, will be computed separately based on the investment amount/purchase amount, net of bank charges (if any). The implementation of GST is effective from 1 April 2015 at the rate of 6% and the sales charge payable (if any) is exclusive of GST.
Shariah	Islamic law comprising the whole body of rulings pertaining to human conduct derived from the sources of the Shariah. The primary sources are the <i>Quran</i> and the <i>Sunnah</i> , while the secondary ones are those established sources such as <i>Ijma'</i> (consensus), <i>Qiyas</i> (analogy), <i>Maslahah</i> (beneficial), <i>Istihsan</i> (juristic preference), <i>Istishab</i> (presumption of continuity), <i>'Uruf</i> (custom) and <i>Sadd Zara'ie</i> (blocking the mean).
Shariah Adviser	RHB Islamic Bank Berhad.
Shariah requirement	Phrase or expression which generally means making sure that any human conduct must not involve any prohibition and that in performing that conduct all the essential elements that make up the conduct must be present and each essential element must meet all the necessary conditions required by the Shariah for that element.
Sunnah	Anything which is attributed to the Prophet Muhammad (Peace and Blessing be Upon Him) comprising his saying, acts, tacit approval and attributes.
Trustee	HSBC (Malaysia) Trustee Berhad.
Unit(s)	Means unit(s) of the Fund and includes fractions of a unit of the Fund.
Unit Holder(s)	The person(s) for the time being registered under the provisions of the Deed as the holder(s) of Units and person(s) jointly so registered.

CORPORATE DIRECTORY

MANAGER

RHB Islamic International Asset Management Berhad

REGISTERED & PRINCIPAL OFFICE

Level 8, Tower 2 & 3

RHB Centre, Jalan Tun Razak

50400 Kuala Lumpur

Tel: 03-9205 8000

Fax: 03-9205 8107

E-mail: rhbiiam.enquiry@rhbggroup.com

Website: www.rhbggroup.com

SHARIAH ADVISER

RHB Islamic Bank Berhad

Registered Office

Level 9, Tower One

RHB Centre, Jalan Tun Razak

50400 Kuala Lumpur

Tel: 03-9287 8888 Fax: 03-9280 6507

Business Office

Level 11, Menara Yayasan Tun Razak

200, Jalan Bukit Bintang

55100 Kuala Lumpur

Tel: 03-2171 5000 Fax: 03-2171 5001

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

1. FUND INFORMATION

1.1 Basic Information

1.1.1 Name of the Fund

RHB iCash Fund.

1.1.2 Fund Category

Money market fund (Islamic fund).

1.1.3 Financial Year End

31 July.

1.2 Investment Objective, Strategy and Policies

1.2.1 Investment Objective

This Fund aims to provide investors with a high level of liquidity* while providing reasonable returns by predominantly investing its assets in Malaysian Ringgit Islamic Deposits with financial institutions in Malaysia.

Any material change to the investment objective of this Fund requires the Unit Holders' approval.

*Note: Redemption monies of this Fund will generally be paid by the next business day (a working day when the Manager is open for business) after receipt by the Manager of the request to repurchase. Please also refer to section 5.5 (a) for further details.

1.2.2 Investment Strategy

This Fund will invest in a portfolio of Malaysian Ringgit Islamic Deposits placed with financial institutions that conduct Islamic banking activities.

This Fund's portfolio will be structured as follows:

100% of Net Asset Value

- Investments in Islamic Deposits with financial institutions which have a maturity period of not more than 365 days.

Although the Fund is actively managed, its fund management strategy will depend on the interest / profit rate environment and the anticipated redemption requests by the Unit Holders.

In managing the risks of the Fund's investments, the Manager will continuously monitor closely the financial health of these financial institutions. The Fund complies with the permitted investments and restrictions imposed by the Securities Commission, which ensures diversification in the Fund's investments and so, helps to mitigate the Fund's risks. Moreover, the Manager in making his investment decisions shall at all times comply with the investment restrictions and requirements as set out in the Deed.

The performance of this Fund is benchmarked against Maybank Islamic Berhad Basic Savings Account-i dividend rate as published by Maybank Islamic Berhad. For ease of reference,

investors may refer to Maybank's website, www.maybank2u.com.my for this indicator. The benchmark selected is reflective of the Fund's underlying investments and the Fund's liquidity (i.e. the relative ease of purchase and disposal of units by investors). It should be noted that the risk profile of investing in this Fund is not the same as the risk profile of investing in a bank's savings account.

Investment in this Fund is not the same as placement in a deposit with a financial institution. There are risks involved and investors should rely on their own evaluation to assess the merits and risks when investing in this Fund.

1.2.3 Investment Philosophy

The Manager will form a strategy based on the interest / profit rate outlook derived from economic aggregates such as inflation, economic growth and general monetary policies. Further, the Manager's investment strategy will follow its views on the anticipated changes in the yield curve.

1.2.4 Investment Approach

The Manager's investment approach when making investments and placements in Islamic Deposits with financial institutions will evolve around the following principles:-

- 1) Interest / Profit Rate Anticipation – Forecast changes in interest / profit rates and yield curve shapes.
- 2) Relative Return Analysis – Best risk-return trade-off within the financial institutions of same credit rating.

To ensure compliance with Shariah requirements, the Fund is prohibited from investing in non-Islamic Deposits with financial institutions.

1.2.5 Shariah-compliant Liquid Assets

This Fund shall not obtain financing in connection with its investment activities or provide financing using any of its cash.

However, the Fund may obtain Islamic cash financing on a temporary basis (i.e. not more than one month) from financial institutions to meet redemption requests. Such financing shall not exceed ten (10) per cent of the Net Asset Value at the time the financing is incurred.

1.2.6 Distribution Policy

Consistent with the Fund's objective to provide reasonable returns, the Fund will distribute a substantial portion of its returns to the Unit Holders. Net distributions, if any, are declared monthly.

1.2.7 Fund Business Day

As the Fund's investments are all done locally, it follows that a Business Day will be a day when Bursa Malaysia is open for trading.

1.3 Permitted Investments and Restrictions

This Fund may only invest in or place Islamic Deposits with financial institutions in Malaysia. The acquisition of such permitted investment is subject to the following restriction:

- (a) The value of the Fund's placement in Islamic Deposits with any single financial institution must not exceed twenty (20) per cent of the Net Asset Value, or any other limit as may be prescribed by the Securities Commission from time to time.

The limit and restriction mentioned herein must be complied with at all times based on the most up-to-date value of the Fund's investments. However, a 5% allowance in excess of the limit and restriction is permitted where the limit and restriction is breached through an appreciation or depreciation of the Net Asset Value (whether as a result of an appreciation or depreciation of the investments or as a result of repurchase of Units or payment made from the Fund). The Manager will not make any further placements to which the limit is breached, and the Manager will within a reasonable period of not more than three (3) months from the date of the breach take all necessary steps and actions to rectify the breach.

1.4 Shariah Approval Process

In screening the investment activity of the Fund, the Shariah Adviser will ensure that at all times, the investment of the Fund would be restricted to Islamic Deposits subject to the following:

1. The Fund being placed in Islamic Deposits with financial institutions which are approved by Bank Negara Malaysia to undertake Islamic banking business under the Islamic Financial Services Act 2013 or the Financial Services Act 2013.

The Shariah status of the assets of the Fund has been determined in accordance with the above process by the Shariah Adviser.

2. RISK FACTORS**2.1 General Risks of Investing in the Fund**

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

General Risks

- | | |
|---|---|
| <i>a) Management Risk</i> | This refers to the expertise of the Manager in dealing with the day-to-day management of the Fund. Inadequate expertise will jeopardise the investment of Unit Holders through the risk of reduced returns and in some cases the Unit Holders may also lose the capital invested in the Fund. |
| <i>b) Inflation/Purchasing Power Risk</i> | This is the risk that investors' investment in the unit trust fund may not grow or generate income at a rate that keeps pace with inflation. This would reduce investors' purchasing power even though the value of the |

investment in monetary terms has increased. There is a risk that the value of Unit Holders' money invested in the Fund and the value of any returns thereof may be reduced by inflation.

c) Redemption Risk

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

d) Loan/Financing Risk

Investors should assess the inherent risk of investing with borrowed money or financing facility which would include the following:

- i) the ability to service the loan repayments or financing instalments and the effect of increase in interest or profit rate on the loan repayments/financing instalments; and
- ii) (in a case where Units are used as collateral to the loan or financing) the ability to provide additional collateral should the Units of the Fund fall beyond a certain level, failing which, the investors' Units may be sold off to realise the proceeds towards settling the outstanding loan or financing facility taken.

[Please see Unit Trust Loan Financing Risk Disclosure Statement in the application form. Should Muslim investors wish to finance the acquisitions of Islamic unit trust funds, they are advised to obtain one that is Shariah-compliant in nature.]

e) Risk of Non-Compliance

The risk arises should the Manager not follow the provisions set out in the Deed or the law that governs the Fund or its own internal procedures, whether by oversight or by omission, or if the Manager acts fraudulently or dishonestly. Such non-compliance may result in the Fund being mismanaged and this may affect the Unit Holders' investment.

f) Returns are not Guaranteed

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

Investment Risks

a) Fund Management Risk

This refers to the expertise of the fund manager in carrying out the investment management function of the Fund. The placement of Islamic Deposits which make up the assets of the Fund is a subjective process. Islamic Deposits placed by the Manager may perform better or

worse as compared to the Islamic Deposits placed by our competitors.

b) Interest Rate Risk

The interest rate is a general indicator that will have an impact on the management of a fund regardless of whether it is a Shariah-compliant or otherwise. It does not in any way suggest that the Fund will invest in any non-Shariah compliant instrument. This risk refers to the effect of interest rate changes on the performance of the Fund. Interest rate changes could affect the Fund's portfolio adversely if the strategy taken by the portfolio manager differs from the actual outlook of the interest rates market. This risk will be mitigated via shorter or longer tenured Islamic Deposits depending on the Manager's forward looking view of the interest rate trend.

2.2 Specific Risks when Investing in this Fund

The following are specific risks involved in investing in the Fund:

As this Fund invests its assets in a portfolio of Islamic Deposits with financial institutions, certain risks are therefore peculiar to this Fund. They are:

(a) Counterparty Risk

This refers to the possibility that the licensed financial institutions in which the Fund placed its Islamic Deposits will not be able to make timely payments of profit and/or principal when it becomes due.

(b) Inflation/Purchasing Power Risk

Inflation can be defined as increases in price level of goods and services and is commonly reported using the consumer price index as a measure. Inflation is one of the major risks to investors and results in uncertainty over the future value of the investments. Inflation reduces purchasing power of money. In an inflationary environment, Islamic Deposits are exposed to higher inflation risks due to its fixed returns nature as compared to other types of investments, for example equities whose returns are variable. As the returns of most Islamic Deposits are fixed, inflation will have an impact of reducing the overall income real return, i.e. the returns of the Islamic Deposits less inflation rate and correspondingly the Fund's real returns.

3. VALUATION OF ASSETS

The Fund must be valued at least once every Business Day. The valuation of the Fund for a Business Day will be conducted by 5.00 p.m. on a Business Day. Thus, the daily price of the Fund for a particular Business Day will be published in the major newspapers on the next day.

Investors may however obtain the most current computed prices by contacting the Manager directly [please refer to section 5.5 (g) (Availability of Information on Investment)].

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, Islamic Deposits placed with financial institutions will be valued each day by reference to the principal value of such Shariah-compliant investments and the profits accrued thereon for the relevant period.

4. FEES, CHARGES AND EXPENSES

The cost to the investor of investing in the Fund is as follows:

4.1 Charges

The charges directly incurred by an investor when purchasing or redeeming Units are as follows:

(a) Sales Charge

The Manager will not impose any sales charge.

Illustration

Say, an investor makes an investment of RM10,000.00 at a Selling Price of RM1.0263 and there is no sales charge, the investor will pay a total of RM10,000.00 as follows:-

Investment amount	=	RM 10,000.00
Add: sales charge	=	NIL
Total amount paid by the investor	=	<u>RM 10,000.00</u>

The investor will be allotted with 9,743.74 Units calculated as follows:

$$\text{Units allotted are calculated as follows: } \frac{\text{RM10,000.00}}{\text{RM1.0263}^*} = 9,743.74 \text{ Units}^{**}$$

*Unit price is rounded to the nearest 4 decimal places.

**Units computed are rounded to the nearest 2 decimal places.

(b) Repurchase Charge

The Manager will not impose any repurchase charge on investors redeeming their investments.

Illustration

Say, an investor redeems 9,743.74 Units at the Repurchase Price of RM1.0263 (which is the Net Asset Value per Unit as at the next valuation point), he would receive proceeds of redemption of RM10,000.00 as follows:

Redemption amount (9,743.74 Units @ RM1.0263)	=	RM 10,000.00
Less: repurchase charge	=	NIL
Total amount payable to the Unit Holder	=	<u>RM 10,000.00</u>

(c) Other Charges

(i) Switching of Units

No switching fee is applicable for the Fund.

(ii) Transfer of Units

The Manager charges a transfer fee¹ of RM5.00 for each transfer.

4.2 Fees and Expenses

The fees and expenses indirectly incurred by an investor when investing in the Fund are as follows:

(a) Manager's Fee

The Manager is entitled to a management fee¹ of zero point four per cent (0.40%) per annum of the Net Asset Value calculated on a daily basis before deducting the Manager's fee for that particular day.

Illustration: Calculation of annual management fee

Assuming that the Net Asset Value (before deducting the Manager's fee and Trustee's fee) of the Fund for a particular day is RM105,000,000.00 and the annual management fee is at the rate of zero point four per cent (0.40%) per annum, the calculation of the management fee of the Fund is as follows:

$\frac{\text{RM105,000,000.00} \times 0.40\%^1}{365 \text{ days}^*}$	=	RM1,150.68 per day
Add: GST ¹ (6% x RM1,150.68)	=	RM69.04
Total management fee payable for that particular day	=	RM1,219.72

*Note: In the event of a leap year, the annual management fee will be divided by 366 days.

¹ The implementation of GST is effective from 1 April 2015 at the rate of 6% and the fees or charges payable is exclusive of GST.

(b) Trustee's Fee

The Manager will pay the Trustee's fee out of the annual management fee received. As such, the Fund will not be charged a Trustee fee.

The Trustee is entitled to a trustee fee¹ of zero point zero eight per cent (0.08%) per annum of the Net Asset Value calculated on a daily basis before deducting the Manager's fee for that particular day.

(c) Other Expenses Directly Related to the Fund

In administering the Fund, there are expenses directly related to the business of the Fund. These expenses include the cost of the auditors' fees and other relevant professional fees, custodial charges, cost of distribution of interim and annual reports, tax certificates, reinvestment statements and other notices to Unit Holders. The Manager will pay these expenses out of the annual management fee received and will not be separately charged to the Fund.

However, all fees and charges which are out of the ordinary course of business of the Fund and directly related and necessary in administering the Fund, such as expenses incurred in terminating the Fund and taxation of the Fund, if any, will be charged to the Fund.

All expenses pursuant to the issue of this prospectus will be borne by the Manager.

4.3 Reduction or Waiver of Fees and Charges

The Manager may, for any reason at any time, waive or reduce the amount of its management fee only or other charges directly payable by the Unit Holder and/or investor in respect of the Fund, either generally (for all Unit Holders and/or investors) or specifically (for any particular Unit Holder and/or investor) and for any period or periods of time at its absolute discretion.

4.4 Policy on Rebates and Soft Commissions

It is the Manager's policy to credit all rebates to the account of the Fund.

However, goods and services ("soft commissions") provided by any broker or dealer may be retained by the Manager or the fund manager only if the goods and services are of demonstrable benefit to the Unit Holders and in the form of research and advisory services that assist in the decision making process relating to the Fund's investments, such as research materials and computer software, which are incidental to the investment management activities of the Fund and any dealing with the broker or dealer is executed on terms which are the most favourable for the Fund.

4.5 Goods and Services Tax

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.

<p><i>There are fees and charges involved and investors are advised to consider them before investing in the Fund.</i></p>

5. TRANSACTION INFORMATION**5.1 Pricing Policy**

The Manager adopts the single pricing policy, i.e. the Selling Price and the Repurchase Price is the Net Asset Value per Unit.

5.2 Computation of Purchase of Units

The Selling Price shall be the Net Asset Value per Unit as at the next valuation point of the Fund's relevant Business Day after the request for Units is received by the Manager ("forward pricing"). The Manager will not impose any sales charge on the investment amount/purchase amount, net of bank charges (if any).

Illustration

Daily Net Asset Value	RM85,391,118.13
Units in circulation	83,204,126.73
Net Asset Value per Unit	<u>RM85,391,118.13</u> 83,204,126.73
	= RM1.0263*

Say, an investor makes an investment of RM10,000.00 at the Selling Price of RM1.0263 (which is the Net Asset Value per Unit as at the next valuation point) and as there is no sales charge, the investor will pay a total of RM10,000.00 as follows:

Investment amount	=	RM10,000.00
Add: sales charge	=	NIL
Total amount paid by the investor	=	<u>RM10,000.00</u>

The investor will be allotted with 9,743.74 Units calculated as follows:

$$\text{Units allotted are calculated as follows: } \frac{\text{RM10,000.00}}{\text{RM1.0263}^*} = 9,743.74 \text{ Units}^{**}$$

* Unit price is rounded to the nearest 4 decimal places.

** Units computed are rounded to the nearest 2 decimal places.

5.3 Computation of Redemption of Units

The Repurchase Price shall be the Net Asset Value per Unit as at the next valuation point of the Fund's relevant Business Day after the request for repurchase is received by the Manager ("forward pricing"). The Manager will not impose any repurchase charge on the redemption amount.

Illustration

Daily Net Asset Value	RM85,391,118.13
Units in circulation	83,204,126.73
Net Asset Value per Unit	<u>RM85,391,118.13</u> <u>83,204,126.73</u>
	= RM1.0263*

*Unit price is rounded to the nearest 4 decimal places.

Say, an investor redeems 9,743.74 units at the Repurchase Price of RM1.0263 (which is the Net Asset Value per Unit as at the next valuation point), he would receive proceeds of redemption of RM10,000.00 as follows:

Redemption amount (9,743.74 Units x RM1.0263)	=	RM10,000.00
Less: repurchase charge	=	NIL
Net amount payable to the investor	=	<u><u>RM10,000.00</u></u>

5.4 Pricing Error Policy

The Manager shall ensure that the Fund and the Units are correctly valued and priced according to the Deed and all relevant laws. Where there is an error in the valuation of the Fund, any incorrect pricing of Units which is deemed to be significant will involve the reimbursement of money in the following manner:

- (a) by the Manager to the Fund, and/or to the Unit Holders and/or to the former Unit Holders; or
- (b) by the Fund to the Manager.

However, reimbursement of money shall only apply if the error is at or above the significant threshold of 0.5% of the Net Asset Value per Unit and the amount to be reimbursed is equivalent to RM10.00 or more.

5.5 Transaction Details**(a) How to Purchase and Redeem Units**

When purchasing Units, investors must forward the following:

- 1) completed account application form and purchase/switch form;
 - 2) necessary remittance advice/deposit slip* (**all payments shall be drawn to “HSBC (Malaysia) Trustee Berhad A/C for RHB iCash Fund” and deposited into HSBC Amanah Bank Berhad, A/C No.: 001-359538-025**); and
- *Generally, cleared funds will be deemed to have been received as follows:

Payment by	Deemed receipt
Telegraphic Transfer	Same Business Day
Local Cheque	Third (3 rd) Business Day after receipt of cheque on a Business Day (T + 3).
Outstation Cheque	Business Day when cheque is cleared.

- 3) relevant supporting documents such as a photocopy of their identity card (for an individual applicant) or certified true copies of the certificate of incorporation or registration, memorandum and articles of association or constitution or by-laws, and relevant resolutions (for a corporate applicant),

to the Manager's registered/principal office or any of its branch offices, or to any of its participating institutional unit trust advisers (IUTAs) or to any other authorized distributors before their respective cut-off times.

The minimum initial investment of this Fund is RM10,000.00 and the minimum additional investment is RM5,000.00 or such other amount as the Manager may from time to time accept.

Please refer to our Directory of Outlets for Purchase and Sale of Units at the end of this prospectus.

Similarly, Units can be redeemed by forwarding the completed form of request to repurchase to the Manager's registered/principal office or any of its branch offices, or to any of its participating institutional unit trust advisers (IUTAs) or to any other authorized distributors before their respective cut-off times.

Redemption monies will be paid by the next business day[#] after receipt by the Manager of the request to repurchase Units. In the event of any technical difficulties beyond the Manager's control or should the redemption request result in the sale of assets which cannot be liquidated on adequate terms and is as such not in the interest of existing Unit Holders, redemption monies may be paid at any time not later than ten (10) days after receipt by the Manager of the request to repurchase Units or such other period as may be permitted by the relevant authorities from time to time.

[#]These are the working days when the Manager is open for business.

Illustration

Say, a Unit Holder decides to redeem 5,000 Units on 29 May 2017; he will receive the proceeds of redemption on 30 May 2017.

For partial redemption, the minimum redemption of Units is 5,000 Units or such other lower quantity as the Manager may from time to time decide and the balance of Units after the redemption must be at least 5,000 Units (the "minimum investment balance"). There are no restrictions on the frequency of redemptions in a year. However, if the balance of Units held after the redemption is less than the minimum investment balance the Manager shall not be bound to comply with any request for redemption of Units and may proceed to redeem the entire investment and forward the proceeds to the investor. In any such situation, investors will be notified accordingly.

(b) Cooling-off Period

The cooling-off right refers to the right of an individual investor to withdraw the subscription and obtain a refund of the investor's investment if the investor so requests within the cooling-off period. The cooling-off right is only given to an individual investor, other than those listed below, who is investing in any unit trust fund managed by the Manager for the first time:

- (i) a staff of the Manager; or
- (ii) persons registered with a body approved by the SC to deal in unit trust funds.

The refund to the investor pursuant to the exercise of the investor's cooling-off right shall not be less than the sum of:

- a) the Net Asset Value per Unit on the day the Units were purchased; and
- b) the sales charge (if any) originally imposed on the day the Units were purchased.

The cooling-off period shall be within six (6) business days[#] commencing from the date of receipt of the application by the Manager.

[#] These are the working days when the Manager is open for business.

The cooling-off right allows investors the opportunity to reverse an investment decision which could have been unduly influenced by certain external elements or factors.

Withdrawal proceeds will only be paid to the investors once the Manager has received cleared funds for the original investment. For investors who paid by cheque, the refund will be made upon clearance of the cheque.

(c) Where Units can be Purchased or Redeemed

Units can be purchased or redeemed at the Manager's registered/principal office or any of its branch offices, or to any of its participating institutional unit trust advisers (IUTAs) or to any other authorized distributors. For further information, please call us at 03 - 9205 8000 at any time during our office hours: Mondays through Fridays from 9.00 a.m. – 5.00 p.m. Alternatively, investors may e-mail their enquiries to **rhbiiam.enquiry@rhbgroup.com**.

Please refer to our Directory of Outlets for Purchase and Sale of Units at the end of this prospectus.

Application forms, redemption forms and prospectus are also available from these distributors.

(d) How to Switch between Funds

Switching facility is not available for the Fund.

(e) How to Transfer Ownership of Units

Investors may transfer their holdings of Units to another investor by forwarding the completed form of transfer to the Manager's registered/principal office or any of its branch offices, or to any of its participating institutional unit trust advisers (IUTAs) or to any other authorized distributors before their respective cut-off times.

If the transferee is a new investor, the transferee must also forward the following:

- 1) completed application form; and
- 2) relevant supporting documents such as a photocopy of the transferee's identity card (for an individual applicant) or certified true copies of the certificate of incorporation or registration, memorandum and articles of association or constitution or by-laws, and relevant resolutions (for a corporate applicant).

Any transfer must be for a minimum of 5,000 Units and the Manager may decline to register any partial transfer of Units if the registration would result in the transferor or the transferee holding less than five thousand (5,000) Units (the minimum investment balance).

The Manager may also refuse an entry of transfer during the fourteen (14) days preceding a distribution date.

(f) Unclaimed Monies

All money payable to a Unit Holder may be paid by cheques. In the event any of the cheques is not presented for payment by the date which falls six (6) months from the date of the cheque, the Unit Holder may request the Manager to arrange for the monies to be paid by a replacement cheque to the Unit Holder. However, after the lapse of one (1) year from the date of the cheque, the Manager shall file and pay the unpresented payments to the Registrar of Unclaimed Moneys and the Unit Holders will have to liaise directly with the Registrar of Unclaimed Moneys to claim their monies.

(g) Availability of Information on Investment

After purchasing Units, the value of the investment can be monitored easily as the Unit price is published daily in major newspapers. The Manager will ensure the accuracy of the price to the major newspapers for publication. The Manager, however, will not be held liable for any error or omission in the price published as this is beyond the Manager's control. In the event of any conflict between the price published and the price computed by the Manager, the Manager's computed price shall prevail.

Unit Holders will receive an unaudited half year report and an audited annual report of the Fund from the Manager within two (2) months after the end of the financial period/financial year end that the report covers. The Manager may also issue updates either quarterly or semi-annually, on the performance of the Fund as and when appropriate.

In addition, the Manager has a help-desk service specially set-up to assist customers and investors in their enquiries pertaining to their investments. Customers or investors may call us at 03 – 9205 8000 at any time during our office hours: Mondays through Fridays from 9.00 a.m. – 5.00 p.m. Alternatively, investors may e-mail their enquiries to **rhbiiam.enquiry@rhbgroup.com**.

Investors may also refer to FIMM for any queries / concerns regarding their investments in unit trust funds.

Investors must not make payment in cash to any individual agent when purchasing Units.

The Fund's annual report is available upon request.

(h) 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 complete applications for the Fund are received before the next valuation point.

5.6 Mode of Distribution

Distributions, if any, after deduction of taxation and expenses (i.e. net distributions), will be reinvested to purchase additional Units based on the Net Asset Value per Unit as at the second Business Day when Units are quoted ex-entitlement. Allotment of such Units shall be within two (2) weeks thereafter.

No sales charge will be imposed for any reinvestment of distribution of the Fund.

<i>Unit price and distributions payable, if any, may go down as well as up.</i>

5.7 Additional Information**Zakat for the Fund**

The Fund does not pay zakat on behalf of Unit Holders who are Muslim individuals and Islamic legal entities since doing so would not satisfy completely their zakat obligations. Such investors are thus advised to pay on their own behalf.

6. SALIENT TERMS OF THE DEED

Master deed dated 1 December 2010 as modified via its first supplemental master deed dated 3 October 2013, second supplemental master deed dated 2 March 2015, third supplemental master deed dated 29 April 2015 and any other supplemental deeds that may be registered with the Securities Commission from time to time.

6.1 Rights and Liabilities of Unit Holders**6.1.1 Recognition of Unit Holders**

An investor is only recognised as a Unit Holder when his/her name appears in the register as a Unit Holder of Units in which he/she has invested.

Accordingly, only investors whose applications for Units are successfully processed are recognised as Unit Holders.

6.1.2 Rights of Unit Holders

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

- (a) to receive distributions of the Fund, 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 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;
- (c) to exercise the cooling-off right, if applicable; and
- (d) to receive annual reports, interim reports or any other reports of the Fund.

No Unit Holder shall be entitled to require the transfer to him of any assets comprised in 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 owner of such assets.

6.1.3 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 the trustee and the manager of the Fund which exceed the value of the assets of the Fund. Any claims against the Fund shall be entirely restricted to the Fund.

6.2 Fees, Charges, and Expenses Permitted By the Deed

6.2.1 Sales Charge and Repurchase Charge

The Manager may impose a sales charge and a repurchase charge for the sale and repurchase of Units according to such rates and conditions disclosed in this prospectus. The Manager is entitled to retain these charges. The maximum charges allowable by the Deed and the actual charges paid by Unit Holders are as follows:

	Maximum Allowable Rate (% of investment/purchase amount, net of bank charges (if any))	Actual Rate Charged (% of investment/purchase amount, net of bank charges (if any))
Sales Charge	2.00	None
Repurchase Charge	1.00	NIL

6.2.2 Annual Management Fee

The Manager is permitted to charge to the Fund an annual management fee at the rate below:

Maximum Allowable Rate (% of the Net Asset Value)	Actual Rate Charged (% of the Net Asset Value)
1.00	0.40

The annual management fee charged to the Fund shall be such rate agreed between the Manager and the Trustee, and as disclosed in this prospectus.

The Trustee shall ensure that the annual management fee charged is reasonable having regard to:

- (a) the roles, duties and responsibilities of the Manager;
- (b) the interests of the Unit Holders;
- (c) the nature, quality and extent of the services provided by the Manager;
- (d) the size and composition of the assets and investments of the Fund;
- (e) the success of the Manager in meeting the objective of the Fund;
- (f) the need to maximise returns to Unit Holders; and
- (g) the maximum allowable rate.

6.2.3 Annual Trustee Fee

The Trustee is permitted to charge to the Fund an annual trustee fee at the rate below:

Maximum Allowable Rate	Actual Rate Charged
0.15% per annum of the Net Asset Value subject to a minimum of RM18,000 per annum.	0.08% per annum of the Net Asset Value subject to a minimum of RM18,000 per annum.

Remuneration to the Trustee as aforementioned, will be paid by the Manager to the Trustee. The Manager will also pay any expenses properly incurred by the Trustee in the performance of its duties and responsibilities and for taking into custody any assets or investments of the Fund.

6.2.4 Increase in Fees and Charges

Any increase in the fees and charges (i.e. sales charge, repurchase charge, annual management and annual trustee fees) above the level disclosed in this prospectus (but below the maximum rate prescribed in the Deed) can be made by way of a supplementary prospectus. However, any increase in the said fees and charges above the maximum rate prescribed in the Deed will require Unit Holders' prior consent and the issuance of a supplemental deed and a supplementary prospectus.

6.2.5 Other Permitted Expenses of the Fund

All expenses which are directly related in the ordinary course of business of the Fund will be borne by the Manager (section 4.2 (c), Other Expenses Directly Related to the Fund).

However, all expenses which are out of the ordinary course of business of the Fund and directly related and necessary in administering the Fund, such as expenses incurred in terminating the Fund and taxation of the Fund, if any, will be charged to the Fund.

6.3 Removal, Replacement, and Retirement of the Manager and Trustee**6.3.1 Removal or Replacement of the Manager**

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

- (i) has gone into liquidation, except for the purpose of amalgamation or reconstruction or some similar purpose; or
- (ii) has had a receiver appointed; or
- (iii) has ceased to carry on business; or
- (iv) is in breach of any of its obligations or duties under the Deed or the relevant laws; or
- (v) has ceased to be eligible to be a management company under the relevant laws; or
- (vi) has failed or neglected to carry out its duties to the satisfaction of the Trustee and the Trustee considers that it would be in the interests of Unit Holders for the Trustee to remove or replace the Manager after the Trustee has given notice to the Manager of that opinion and the reasons for that opinion, and has considered any representations made by the Manager in respect of that opinion, and after consultation with the relevant authorities and with the approval of the Unit Holders by way of a special resolution.

The Manager may also be removed or be required to retire by the Unit Holders if a special resolution is passed at a meeting of the Unit Holders.

6.3.2 Retirement of the Manager

The Manager may retire in favour of some other corporation upon giving the Trustee twelve (12) months written notice of the Manager's intent to do so, or such shorter time as the Manager and the Trustee may agree upon, provided such retirement is approved by the Securities Commission and retirement is in accordance with the terms and conditions under the Deed.

6.3.3 Removal or Replacement of the Trustee

The Trustee may be removed or replaced by the Manager if:

- (i) the Trustee has ceased to exist; or
- (ii) the Trustee has not been validly appointed; or
- (iii) the Trustee was not eligible to be appointed or to act as trustee under any relevant law; or
- (iv) the Trustee has failed or refused to act as trustee in accordance with the provisions or covenants of the Deed or any relevant law; or
- (v) a receiver has been appointed over the whole or a substantial part of the assets or undertaking of the Trustee and has not ceased to act under that appointment; or
- (vi) a petition has been presented for the winding up of the Trustee (other than for the purpose of and followed by a reconstruction, unless during or following such reconstruction the Trustee becomes or is declared insolvent); or
- (vii) the Trustee is under investigation for conduct that contravenes the Trust Companies Act 1949, the Trustee Act 1949, the Companies Act 2016 or any relevant law; or
- (viii) a special resolution is duly passed in accordance with the provisions of the Deed that the Trustee be removed in a meeting of Unit Holders.

6.3.4 Retirement of the Trustee

The Trustee may retire by giving at least a twelve (12) months written notice to the Manager of the Trustee's intent to do so, or such shorter time as the Manager and the Trustee may agree upon, and appoint in its stead another trustee for the Fund who is approved by the Securities Commission.

6.4 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 authorisation for the Fund's establishment is revoked by the Securities Commission 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 thereafter 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.

6.5 Unit Holders Meeting (“Meeting”)

A Meeting may be summoned by the Unit Holders, the Trustee or the Manager in accordance with the provisions of the Deed and any relevant laws. Any such Meeting will be conducted in accordance with the provisions of the Deed and any relevant laws.

6.5.1 Quorum

The quorum required for a Meeting is five (5) Unit Holders whether present in person or by proxy. However if the purpose of the Meeting is to pass a special resolution such as to remove the Manager and/or the Trustee, then the quorum must be five (5) Unit Holders whether present in person or by proxy who must hold in aggregate at least 25% of the Units in circulation at the time of the Meeting.

Where the Fund has only five (5) or less Unit Holders, the quorum required for a meeting is two (2) Unit Holders whether present in person or by proxy. But if the Meeting is convened to pass a special resolution such as to remove the Manager and/or the Trustee then the two (2) Unit Holders whether present in person or by proxy must hold in aggregate at least 25% of the Units in circulation at the time of the Meeting.

6.5.2 Manner of Voting and Resolution

Every Unit Holder entitled to attend the Meeting and to vote, may do so personally or by proxy. At a Meeting, every resolution of the Meeting shall be decided by a show of hands unless a poll is demanded or if the Meeting is to determine on a matter of special resolution, in which case a poll should be taken. On a show of hands every Unit Holder who is present in person or by proxy shall have one vote.

A poll may be demanded on any resolution. If a poll is taken or demanded, every Unit Holder who is present in person or by proxy has one vote for every Unit held by the Unit Holder. The Manager may attend any Meeting but must not exercise the voting rights for the Units it or its nominees hold in any Unit Holders’ Meeting, regardless of the party who requested for the Meeting and the matters that are laid before the Meeting.

A poll may be demanded by the chairman of the Meeting, the Trustee, the Manager or by Unit Holders holding (or representing by proxy) between them not less than one-tenth (1/10) of the total number of Units then in issue.

Unless a poll is so demanded, a declaration by the chairman of the Meeting of the result of the resolution shall be conclusive evidence of the fact whether in favour of or against such resolution.

All resolutions presented at the Meeting shall be passed by a simple majority except for special resolutions which require majority in number representing at least three-fourths (3/4) of the value of Units held by the Unit Holders present at the Meeting whether present in person or by proxy. Resolutions passed at the Meeting shall bind all Unit Holders whether or not they were present at the Meeting.

7. THE MANAGEMENT AND ADMINISTRATION OF THE FUND**7.1 The Manager**

The Manager, RHB Islamic International Asset Management Berhad, a wholly-owned subsidiary of RHB Asset Management Sdn Bhd (“RHBAM”), is a holder of a Capital Markets Services Licence to carry out Islamic fund management activities and a Restricted Dealing

Licence to deal in unit trusts issued under the Capital Markets and Services Act 2007. RHBAM, which in turn is a wholly-owned subsidiary of RHB Investment Bank Berhad, is a holder of a Capital Markets Services Licence to carry out fund management activities and a Restricted Dealing Licence to deal in unit trusts issued under the Capital Markets and Services Act 2007. The Manager was incorporated on 17 November 2009.

7.2 Board of Directors

The board of directors of the Manager are as follows:

1. Mr Patrick Chin Yoke Chung (Non-independent non-executive chairman)
2. Mr Chin Yoong Kheong (Independent non-executive director)
3. Datuk Nozilah binti Bahari (Independent non-executive director)
4. Puan Sharizad binti Juma'at (Non-independent executive director)

Members of the board meet every three (3) months or as and when the need arises in performing the following functions:

- Sets policies and guidelines of the Manager
- Oversees activities of the Manager
- Reviews performance, financial and audit reports of the Manager

7.3 Functions of the Manager

The Manager is responsible for the day-to-day management of the Fund in accordance with amongst others, the provisions of the Deed and the Manager's internal policies, and for the development and implementation of appropriate investment strategies. The main tasks performed by the Manager include:

- Selecting and managing investments of the Fund;
- Executing, supervising and valuing investments of the Fund;
- Conducting the sale and repurchase of Units;
- Issuing reports and distributing income to Unit Holders;
- Issuing reports on market and economic review, strategies and performances; and
- Keeping of proper records of the Fund.

7.4 The Investment Committee

Functions of the Investment Committee

Members of the investment committee meet every three (3) months or as and when the need arises in performing the following functions:-

- Reviews the investment policies and guidelines of the Fund;
- Reviews the performance and portfolio of the Fund;
- Reviews the performance of the stock market and its outlook; and
- Reviews and approves the strategies recommended by the fund managers.

7.5 The Investment Team

The investment team is jointly responsible for the overall investment decisions made on behalf of the Fund.

Designated fund manager of the Fund is Puan Sharifah Md Sidek.

Puan Sharifah Md Sidek (“Pn Sharifah”) has more than 20 years of experience in treasury and fixed income investments. She has worked in the treasury department of Malaysia Credit Finance Berhad, and subsequently headed the money market and fixed income desk at Oriental Bank Bhd, before finally joining EON Bank in the equity desk. Prior to joining RHB Islamic International Asset Management Berhad (“RHBIIAM”), Pn Sharifah headed the fixed income team in Amanahraya Investment Management Sdn Bhd until December 2013 where she managed portfolios of more than RM6.0 billion in Ringgit and foreign currency denominated bonds, money markets and structured investments.

Pn Sharifah joined RHBIIAM in February 2014 as head of sukuk investments where she is responsible in managing both domestic and foreign sukuk portfolios. She holds a Capital Markets and Services Representative license specializing in fund management.

The designated fund manager of the Fund is supported by our investment team comprising a team of experienced fund managers who are responsible to actively manage the Fund in accordance with the investment objective of the Fund and the provision of the Deed. The investment team shall have discretionary authority over the investments of the Fund subject to the rules and guidelines issued by the relevant authorities.

7.6 Manager’s Disclosure of Material Litigation and Arbitration

As at Latest Practicable Date, the Manager is not engaged in any material litigation and arbitration, including those pending or threatened, and is not aware of any facts likely to give rise to any proceedings which might materially affect the business and/or financial position of the Manager.

7.7 The Shariah Adviser**Background Information**

RHB Islamic Bank Berhad (“RHB Islamic Bank”) is the Shariah adviser to the Fund. RHB Islamic Bank, a wholly-owned subsidiary of RHB Bank Berhad, was incorporated on 2 February 2005 and officially commenced its operations on March 2005. RHB Banking Group was the first commercial banking group to have a full-fledged Islamic bank in Malaysia that was transformed from an Islamic banking window when it first commenced its operations.

RHB Islamic Bank focuses on customising innovative Shariah compliant products and services to meet each client’s requirements. Products and services are offered to both Muslims and non-Muslims for personal banking and businesses. These include savings and current accounts, investment accounts, treasury - trade/guarantee products and services, capital market products and electronic payment/gateway solutions. RHB Islamic Bank also offers customised financing solutions and capital markets advisory services.

Being a bank licensed under the Islamic Financial Services Act 2013, RHB Islamic Bank is also an approved Shariah adviser by the Securities Commission to advice on sukuk issuance, Islamic investment funds and all other approved Islamic capital market instruments.

Roles and Responsibilities of the Shariah Adviser

The Shariah adviser conducts monthly review of the Fund’s property to ensure compliance with Shariah principles and will hold a meeting at least once in every two (2) months or more to discuss any Shariah issue that may arise from the operation of the Fund.

In line with the Securities Commission's guidelines, the roles and responsibilities of the Shariah Adviser are:

- (a) To ensure that the Fund is managed and administered in accordance with Shariah principles;
- (b) To provide expertise and guidance in all matters relating to Shariah principles including on the Deed and prospectus, its structure and investment process, and other operational and administrative matters;
- (c) To consult with Securities Commission where there is any ambiguity or uncertainty as to an investment, instrument, system, procedure and/or process;
- (d) To act with due care, skill and diligence in carrying out its duties and responsibilities;
- (e) To review the Fund's compliance reports as provided by compliance officer, and investment transaction reports provided by, or duly approved by, the Trustee to ensure that the Fund's investments are in line with Shariah principles;
- (f) To prepare a report to be included in the Fund's interim and annual reports certifying whether the Fund have been managed and administered in accordance with Shariah principles for the respective periods concerned.

Members of RHB Islamic Bank's Shariah Committee

The members of RHB Islamic Bank's Shariah committee are the designated persons responsible for the Shariah matters of the Fund.

(a) Dr. Ghazali Jaapar (Chairman)

Dr. Ghazali Jaapar ("Dr Ghazali") is currently serving as assistant professor of Ahmad Ibrahim Kulliyah of Laws, International Islamic University Malaysia (IIUM). He was previously a Director at the Harun M. Hashim Law Centre, IIUM.

Dr. Ghazali started his career as a lecturer in 2007 at Ahmad Ibrahim Kulliyah of Laws, IIUM and is still attached with the university, teaching several subjects such as Islamic Legal System and Usul al-Fiqh for LLB course (Undergraduate), Siyasah Syar'iyah for LLM (Administration of Islamic Law) students and Islamic Legal Maxims for Certificate in Islamic law (Bank Negara and Standard & Chartered).

He has written various journals and articles on Islamic legal system, principles of Islamic jurisprudence (Usul al-Fiqh), Islamic legal maxims, Siyasah Shar'iyah (Shariah-oriented policy) for forums and seminars.

(b) Assoc. Prof. Dr. Amir Shaharuddin

Assoc. Prof. Dr. Amir Shaharuddin ("Assoc. Prof. Dr. Amir") is currently dean of Faculty of Economic & Muamalat, Islamic Science University of Malaysia (USIM) since December 2013. He was the first recipient of Scholar of Residence in Islamic Finance award, jointly initiated by Securities Commission and Oxford Centre for Islamic Studies (OCIS).

Assoc. Prof. Dr. Amir started his career as a tutor in 2003 at Faculty of Economic & Muamalat, USIM, Negeri Sembilan and is still attached with the university as a senior lecturer, teaching several subjects such as Islamic Financial Institutions and Markets, Principles and Practice of Islamic Banking, Halaqah Studies, Credit Management, Qawaid Fiqhiyyah and Islamic Capital Market.

He has published a number of articles in refereed journals including the Journal of Muamalat and Islamic Finance Research (JMIFR), Jurnal Syariah and International Shariah Research Academy (ISRA) International Journal of Islamic Finance. He has also presented academic papers in various international seminars such as in Indonesia, Bahrain, United Kingdom and Italy.

He has written various journals and articles in Islamic banking & finance, zakat, Islamic law principles of Islamic jurisprudence (Usul al-Fiqh), Islamic legal maxims and Siyasa Shar'iyah (Shariah-oriented policy) for forums and seminars.

(c) Encik Wan Abdul Rahim Kamil Wan Mohamed Ali

Encik Wan Abdul Rahim Kamil Wan Mohamed Ali ("Encik Wan Abdul Rahim") has more than 25 years of Islamic banking experience and has been actively involved in various areas of operations including corporate financing and syndication, debt capital market and corporate advisory. He has been awarded as "Outstanding Leadership in Islamic Finance" by London Sukuk 2011 organized by ICG Events and UK Trade and Industry Ministry in London, United Kingdom.

He is also a regular trainer and speaker for various seminars and in-house training workshops organized by Bank Negara Malaysia (BNM), Securities Industries Development Corporation (SIDC), Islamic Banking and Finance Institute Malaysia (IBFIM) and other event organizers, both locally and internationally.

He is currently an Islamic capital market consultant to Securities Commission Malaysia. Prior to this, he was the chief executive officer of ABRAR Discounts Berhad from 1994 to 2006. He started his career in Corporate Finance Department with Aseambankers (Malaysia) Berhad in 1977 before moving to Bank Islam Malaysia Berhad in 1983 under various capacities.

He has been a member of the following:

- 1) Task Force on Islamic Banking and Takaful for Labuan Offshore Financial Services Authority (LOFSA) Malaysia;
- 2) Islamic Capital Markets Working Group (ICMWG) – Securities Commission Malaysia;
- 3) Market and Product Development Committee under the International Islamic Financial Market (IIFM), Bahrain representing LOFSA;
- 4) Private Debt Securities Task Force of the Islamic Banking & Finance Institute Malaysia (IBFIM), a body under BNM;
- 5) Islamic Banking Committee, Majlis Tindakan Ekonomi Negara (MTEN) under the Prime Minister's Department.

Encik Wan Abdul Rahim has written various articles and presentations on the subjects of sukuk, corporate governance in Shariah, rating of Islamic financial institutions, Islamic factoring, Islamic asset backed securities, Islamic gold dinar and securitization.

(d) Encik Mohd Fadhly Md Yusoff

Encik Mohd Fadhly Md Yusoff ("Encik Mohd Fadhly") has more than 13 years of experience in Islamic capital market during his tenure as manager with Islamic capital market department of Securities Commission from 1995 to 2008. During this period, he was involved in Shariah compliance supervision in relation to submissions for the issuances of sukuk, structured products, collective investment schemes and Islamic Real Estate Investment Trusts (REITs). In addition, he has also undertaken in-depth research for the

development of new Islamic capital market instruments as well as providing technical inputs for the preparation of various guidelines issued by Securities Commission.

Currently, Encik Mohd Fadhly also serves as a member of Shariah Committee of Sun Life Malaysia Takaful Bhd, Opus Asset Management Sdn Bhd, Apex Investment Services Berhad, National Farmers Organization (NAFAS) as well as an external Shariah adviser for University Tenaga Nasional. He has actively participated in various industry development initiatives namely the International Organization of Securities Commission (IOSCO) Task Force on Islamic Capital Market, Islamic Financial Services Board's (IFSB) Governance of Islamic Investment Funds Working Group, technical member for the publication of *Resolutions of the Securities Commission Shariah Advisory Council* and Islamic Capital Market educational / promotional programs.

(e) Puan Shabnam Mohamad Mokhtar

Puan Shabnam Mohamad Mokhtar ("Puan Shabnam") is currently the vice president of SHAPE® Knowledge Services; an Islamic finance consulting firm based in Kuwait. She spearheads research and development activities including financial analysis, strategic & business plan formulation, design and implementation of customized survey, research and training for different clients at SHAPE®. Formerly, she was heading the capital markets research for the International Shariah Research Academy (ISRA), an institution established by the Central Bank of Malaysia. Her focus area was case study based research projects in the sukuk market.

Her prior positions include a faculty member teaching accounting, finance and bank management courses at University Putra Malaysia. She has conducted various training programs on Islamic banking, sukuk & Islamic capital market products, risk management and financial reporting for clients in the ASEAN region, GCC and the European market. She has contributed chapters in *Housing the Nation* (Cagamas 2013), *Managing Fund Flows, Risks and Derivatives: Applications in Islamic Institutions* (Sweet & Maxwell 2012), *Islamic Financial System: Principles & Operations Market* (ISRA, 2011), *Sukuk* (Sweet & Maxwell 2009), and *Partnership Accounting, Principles and Practice* (McGraw Hill). She also served as a member of the Shariah Board of Malaysian Ratings Corporation (MARC). She divides her time between Kuala Lumpur and Kuwait.

7.8 Other Information

Further information on the Manager, investment committee of the Fund and Shariah Adviser is provided on our website, **www.rhbgroup.com**.

8. THE TRUSTEE OF THE FUND

The Trustee is HSBC (Malaysia) Trustee Berhad (Company No. 1281-T), a company incorporated in Malaysia since 1937 and registered as a trust company under the Trust Companies Act 1949, with its registered address at 13th Floor, Bangunan HSBC, South Tower, No. 2, Leboh Ampang, 50100 Kuala Lumpur.

8.1 Experience in Trustee Business

Since 1993, the Trustee has acquired experience in the administration of trusts and has been appointed as trustee for unit trust funds, exchange traded funds, wholesale funds and funds under private retirement scheme.

8.2 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, Capital Markets and Services Act 2007 and the Securities Commission's Guidelines on Unit Trust 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, Capital Markets and Services Act 2007 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.

8.3 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 this Deed in relation to the Fund. The right to indemnity shall not extend to loss occasioned by breach of trust, wilful default, negligence, fraud or failure to show the degree of care and diligence required of the Trustee having regard to the provisions of the Deed.

8.4 Trustee's Disclosure of Material Litigation

As at 28 February 2017, the Trustee is not engaged in any material litigation and arbitration, including those pending or threatened, and is not aware of any facts likely to give rise to any proceedings which might materially affect the business/financial position of the Trustee and any of its delegates.

8.5 Trustee's Delegate

The Hongkong and Shanghai Banking Corporation Ltd is appointed by the Trustee as custodian of the quoted and unquoted local investments of funds under its trusteeship. The assets of these funds are held through their nominee company, HSBC Nominees (Tempatan) Sdn Bhd. With respect to funds that invest overseas, HSBC Institutional Trust Services (Asia) Limited will be appointed as the custodian of the foreign assets of these funds. 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 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 depository such as central securities depositories, or clearing and/or settlement systems and/or authorised depository institutions, where the law or regulation of the relevant jurisdiction requires the Trustee to deal or hold any asset of the funds under its trusteeship through such third parties.

Trustee's Delegates

- 1) 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
- 2) HSBC Institutional Trust Services (Asia) Limited
1, Queen's Road Central
Hong Kong
Telephone No: (852) 2822 1111 Fax No: (852) 2810 5259

As the Fund is fully invested in Islamic Deposits with financial institutions, all assets are registered in the name of the Trustee.

8.6 Anti-Money Laundering and Anti-Terrorism Financing Provisions

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.

8.7 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.

8.8 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 Capital Markets and Services Act 2007, 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.

9. RELATED-PARTY TRANSACTION AND CONFLICT OF INTEREST

The directors and officers of the Manager, and members of the investment committee should avoid any conflict of interest arising, and if any conflict arises, should ensure that the Fund is not disadvantaged by the transaction concerned. Any transaction carried out by or on behalf of the Fund should be executed on terms which are the best available for the Fund and which are no less favourable to the Fund than an arm's length transaction between independent parties. In the event the interest of any directors and employees of the Manager, and members of the investment committee is directly or indirectly involved, he or she would abstain from being involved with any decision making process of the said transaction.

No fees other than the ones set out in this prospectus have been paid to any promoter of the Fund, or the Trustee (either to become a trustee or for other services in connection with the Fund), or the Manager for any purpose or as allowed by regulations or approved by the authorities.

Interests in the Fund and employees' securities dealings

Subject to the paragraph below and any legal and regulatory requirement, any officers or directors of the Manager, Trustee or any of their respective related corporations, may invest in the Fund. Such officers or directors will receive no payments from the Fund other than usual income distributions that they may receive as a result of investment in the Fund.

The Manager has in place a policy contained in its rules of business conduct, which regulates its employees' securities dealings. A monthly declaration of securities trading is required of all employees to ensure that there is no potential conflict of interest between the employees' securities trading and the execution of the employees' duties to the Manager and customers of the Manager.

The Fund may also invest in related companies and/or instruments issued by related companies of the Manager and/or deposit money in financial institutions related to the Manager. All related party transaction will be transacted at arm's length and are established on terms and conditions that are stipulated in the applicable regulations of the respective stock exchanges and/or other applicable laws and market convention.

Cross trades

The Fund may conduct cross trades with another fund under the management of the Manager provided that:

- 1) the sale and purchase decisions are in the best interest of both funds;
- 2) transactions are executed on arm's length and fair value basis;
- 3) reason for such transactions is documented prior to execution; and
- 4) transaction is executed through a dealer/financial institution.

Cross trades between staff personal account and the Fund's account(s), and cross trades between proprietary accounts and the Fund's account(s) are prohibited.

HSBC (Malaysia) Trustee Berhad

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

- 1) Where the Fund invests in instruments offered by the related party of the Trustee (e.g placement of monies, etc);
- 2) 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 as permitted under the Securities Commission's Guidelines on Unit Trust Funds, 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. 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 arm's 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 Unit Holder or enter into any contract or transaction with each other, the Fund or any 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.

Other confirmations

Messrs. Wei Chien & Partners has given its confirmation that there are no existing or potential conflicts of interest in its capacity as the solicitors for the Manager.

KPMG Tax Services Sdn Bhd has given its confirmation that there are no existing or potential conflicts of interest in its capacity as the tax adviser for the Fund.

10. TAX ADVISER'S LETTER ON THE TAXATION OF THE FUND AND UNIT HOLDERS

(Prepared for inclusion in this prospectus)

Private and confidential

KPMG Tax Services Sdn. Bhd.
Level 10, KPMG Tower
8, First Avenue, Bandar Utama
47800 Petaling Jaya
Selangor Darul Ehsan, Malaysia

The Board of Directors
RHB Islamic International Asset Management Berhad
Level 8, Tower 2 & 3
RHB Centre, Jalan Tun Razak
50400 Kuala Lumpur

28 February 2017

Dear Sirs

Re: Taxation of the Fund and Unit Holders

This letter has been prepared for inclusion in the prospectus dated 26 May 2017 in connection with the offer of units in the RHB iCash Fund ("the Fund"):-

Taxation of the Fund

Income Tax

The Fund is treated as a unit trust for Malaysian tax purposes. The taxation of the Fund is therefore governed principally by Sections 61 and 63B of the Malaysian Income Tax Act, 1967 ("the Act").

Any reference to interest in the Act shall apply, mutatis mutandis, to gains or profits received and expenses incurred, in lieu of interest, in transactions conducted in accordance with the principles of Shariah. The effect of this is that any gains or profits received and expenses incurred, in lieu of interest, in transactions conducted in accordance with the principles of Shariah, will be accorded the same tax treatment as if they were interest.

Subject to certain exemptions, the income of the Fund in respect of investment income derived from or accruing in Malaysia after deducting tax allowable expenses, is liable to Malaysian income tax at the rate of 24% with effect from Year of Assessment ("YA") 2016. It is proposed in the 2017 Budget that the reduction in income tax rate ranging from 1% to 4% be given for YA 2017 and YA 2018 based on the percentage of increase in the chargeable income as compared to the immediate preceding YA.

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

Gains from the realisation of investments (whether local or foreign) by the Fund will not be subject to tax in Malaysia.

RHB iCASH FUND

Any income received by the Fund from a Sukuk Issue which has been issued by the Malaysia Global Sukuk Inc will be exempt from tax.

Any income received by the Fund from a Sukuk Ijarah, other than convertible loan stock, issued in any currency by 1Malaysia Sukuk Global Berhad will be exempt from tax.

Discounts earned by the Fund from the following are also exempt from tax:-

- securities or bonds issued or guaranteed by the Government of Malaysia; or
- debentures or sukuks, other than convertible loan stock, approved or authorized by, or lodged with, the Securities Commission; or
- Bon Simpanan Malaysia issued by the Central Bank of Malaysia.

Deductions in respect of the Fund's expenses such as manager's remuneration, maintenance of a register of unit holders, share registration expenses, secretarial, audit and accounting fees, telephone charges, printing and stationery costs and postage are generally allowed based on a prescribed formula subject to a minimum of 10 percent and a maximum of 25 percent of the total of these expenses.

Single-tier Malaysian dividends received by the Fund are exempted from tax and expenses incurred by the Fund in relation to dividend income (which is paid or credited under the single-tier system) are disregarded.

Gains or profits earned by the Fund from the following are exempt from tax:-

- any savings certificates issued by the Government of Malaysia; or
- securities or bonds issued or guaranteed by the Government of Malaysia; or
- debentures or sukuks, other than convertible loan stock, approved or authorised by, or lodged with, the Securities Commission; or
- Bon Simpanan Malaysia issued by the Central Bank of Malaysia; or
- a bank or financial institution licensed under the Financial Services Act 2013 or Islamic Financial Services Act 2013¹; or
- any development financial institution regulated under the Development Financial Institutions Act 2002¹; or
- Sukuks originating from Malaysia, other than convertible loan stock, issued in any currency other than Ringgit and approved or authorised by, or lodged with, the Securities Commission ("SC") or approved by the Labuan Financial Services Authority²; or
- A Sukuk Wakala, other than a convertible loan stock, issued in any currency by Wakala Global Sukuk Berhad; or
- A Sukuk Wakala issued in accordance with the principle of Wakala Bil Istithmar with the nominal value of up to one billion and five hundred million United States Dollars, other than a convertible loan stock, issued by the Malaysia Sovereign Sukuk Berhad.

Note 1: Effective from YA 2017, in the case of a wholesale fund which is a money market fund, the exemption shall only apply to a wholesale fund which complies with criteria as set out in the relevant guidelines of the Securities Commission.

Note 2: With effect from YA 2017, the income tax exemption shall not apply to interest paid or credited to a company in the same group, licensed banks and prescribed development financial institutions.

- A Sukuk Wakala issued in accordance with the principle of Wakala with the nominal value up to one billion and five hundred million United States Dollars, other than convertible loan stock, issued by the Malaysia Sukuk Global Berhad (formerly known as 1Malaysia Sukuk Global Berhad).

Real Property Gains Tax (“RPGT”)

Gains on disposal of investments by the Fund will generally not be subject to income tax in Malaysia. However, such gains may be subjected to RPGT in Malaysia, if the gains are derived from the sale of Malaysian real properties or shares in Malaysian real property companies (as defined). The gains on the disposal of the chargeable assets would be subject to RPGT at the applicable rate depending on the holding period of the chargeable assets.

Goods and Services Tax (“GST”)

GST has been implemented in Malaysia with effect from 1 April 2015, at a standard rate of 6%. It replaced the Sales Tax and Service Tax.

The issue, holding or redemption of any unit under a trust fund is regarded as an exempt supply. The investment activities of the Fund such as buying and selling of securities are exempt supplies and thus not subject to GST. Thus, if the Fund is only making exempt supplies, it is not required to be registered for GST.

However, certain expenses incurred by the Fund such as fund manager’s fees, trustee fees and professional fees will be subject to GST if the service providers are GST registered. If the Fund is only making exempt supplies (and thus not GST registered), any input tax incurred by the Fund for the aforementioned expenses are not claimable.

Taxation of Unit Holders

Unit holders are taxed on an amount equivalent to their share of the total taxable income of the Fund, to the extent that this is distributed to them. The income distribution from the Fund may carry with it applicable tax credits proportionate to each unit holder’s share of the total taxable income in respect of the tax paid by the Fund. Unit holders will be entitled to utilise the tax credit as a set-off against the tax payable by them. Any excess over their tax liability will be refunded to the unit holders. No other withholding taxes will be imposed on the income distribution of the Fund.

With effect from YA 2016, corporate unit holders (resident or non resident in Malaysia), will be taxed at the corporate tax rate of 24%, on distributions of income from the Fund to the extent of an amount equivalent to their share of the total taxable income of the Fund. Resident corporate unit holders whose paid-up capital in the form of ordinary shares does not exceed RM2.5 million will be subject to a tax rate of 19% (effective from YA 2016) on chargeable income of up to RM500,000. The tax rate of 19% will be reduced to 18% with effect from YA 2017.

For chargeable income in excess of RM500,000, the tax rate of 24% (effective from YA 2016) is still applicable. However, the said tax rate of 19% on chargeable income of up to RM500,000 will not apply if more than 50% of the paid up capital in respect of ordinary shares of that company is directly or indirectly owned by a related company which has a paid up capital exceeding RM2.5 million in respect of ordinary shares, or vice versa, or more than 50% of the paid up capital in respect of ordinary shares of both companies are directly or indirectly owned by another company. In the Budget 2017, it is proposed that the tax rate of 24% will be reduced from 1% to 4% for YA 2017 and YA 2018 based on the percentage of increase in the chargeable income as compared to the immediate preceding YA.

Individuals and other non-corporate unit holders who are resident in Malaysia are generally subject to income tax at scaled rates. The scaled tax rates range from 0% to 28% with effect from YA 2016.

Individuals and other non-corporate unit holders who are not resident in Malaysia, for tax purposes, will be subject to Malaysian income tax at the rate of 28% with effect from YA 2016. Non resident unit holders may also be subject to tax in their respective jurisdictions and depending on the provisions of the relevant tax legislation and any double tax treaties with Malaysia, the Malaysian tax suffered may be creditable in the foreign tax jurisdictions.

The distribution of single-tier dividends and other tax exempt income by the Fund will be exempted from tax in the hands of the unit holders in Malaysia. Distribution of foreign income will also be exempted from tax in the hands of the unit holders.

Units split by the Fund will be exempted from tax in Malaysia in the hands of the unit holders.

Any gains realised by the unit holders (other than financial institutions, insurance companies and those dealing in securities) from the transfers or redemptions of the units are generally treated as capital gains which are not subject to income tax in Malaysia. However, certain unit holders may be subject to income tax in Malaysia on such gains, due to specific circumstances of the unit holders.

The following gains or income received by the unit holders are not subject to GST:-

- the distribution of income from the Fund to the unit holders which may comprise of dividends, interest income and gain from realisation of investments;
- distribution of foreign income from the Fund;
- unit split by the Fund and reinvestment of distribution; and
- gain made from selling or redemption of units.

However, the following expenses incurred by the unit holders should be subject to GST if the supplier is GST registered:-

- any fee based charges in relation to buying of the units such as sales charge; and
- switching and transfer charges for switching or transferring the units.

The tax position is based on our understanding and interpretation of the Malaysian tax laws and provisions as they stand at present. All prospective investors should not treat the contents of this letter as advice relating to taxation matters and are advised to consult their own professional advisers concerning their respective investments.

Yours faithfully



Ong Guan Heng
Executive Director

11. EXPERTS' REPORT

There are no experts' reports in respect of this Fund as no experts (i.e. any party providing advice to the Manager) apart from the tax adviser were appointed for the Fund.

12. APPROVALS AND CONDITIONSExemption from Clause 3.04 (a) and (b):

Clause 3.04 (a) of the Securities Commission's Guidelines on Unit Trust Funds ("Guidelines") prohibits a director of a management company from holding office as director of more than one management company at any one time and clause 3.04 (b) of the Guidelines prohibits a director of a management company from holding office as member of the investment committee of funds operated by another management company.

Two of the Manager's directors, i.e. Mr Patrick Chin Yoke Chung and Mr Chin Yoong Kheong, are also directors of another unit trust management company which is also the Manager's parent company, i.e. RHB Asset Management Sdn Bhd ("RHBAM"). Mr Patrick Chin Yoke Chung is also member of the investment committee of funds operated by RHBAM.

On 4 May 2016, the Manager obtained approval for Mr Patrick Chin Yoke Chung and Mr Chin Yoong Kheong to be exempted from clause 3.04 (a) and for Mr Patrick Chin Yoke Chung to also be exempted from clause 3.04 (b).

The conditions of the approval are:

- the shareholding structure of RHBAM and the Manager remains the same, i.e. both RHBAM and the Manager continue to be controlled by the same ultimate shareholder;
- the exemption is not applicable in the event any of the aforesaid directors wishes to be appointed as director in another management company or as member of the investment committee of funds operated by another management company that conducts similar business activities;
- the exemptions from clause 3.04 (a) and (b) of the Guidelines are granted specifically for Mr Patrick Chin Yoke Chung;
- the exemption from clause 3.04 (a) of the Guidelines is granted specifically for Mr Chin Yoong Kheong; and
- there are clear disclosure in this prospectus relating to the aforesaid two directors' appointment as members of the board of directors of RHBAM as well as the appointment of one of the aforesaid directors as investment committee member of funds operated by RHBAM.

Exemption from Clause 6.04 (a) and (b)

Clause 6.04 (a) of the Guidelines prohibits a member of the investment committee of the Fund from holding office as member of the investment committee of funds managed and administered by another management company and clause 6.04 (b) of the Guidelines prohibits a member of the investment committee of the Fund from holding office as director in another management company.

All four of the Fund's investment committee members, i.e. Dato' Khairussaleh Ramli, Mr Patrick Chin Yoke Chung, Datuk Haji Faisal Siraj and Mr Ong Seng Pheow, are also members of the investment committee of funds managed by another management company, i.e. RHBAM, the Manager's parent company. Mr Patrick Chin Yoke Chung also holds office as director of RHBAM.

On 4 May 2016 and 10 October 2016, the Manager obtained approval from the Securities Commission for exemption from Clause 6.04 (a) and (b) of the Guidelines. The exemption from clause 6.04 (a) of the Guidelines granted on 4 May 2016 is for Dato' Khairussaleh Ramli, Mr Patrick Chin Yoke Chung and Mr Ong Seng Pheow. The exemption from clause 6.04 (b) of the Guidelines granted on 4 May

2016 is specifically granted for Mr Patrick Chin Yoke Chung. The exemption from Clause 6.04 (a) of the Guidelines granted on 10 October 2016 is specifically granted for Datuk Haji Faisal Siraj.

The conditions of the approval are:

- the shareholding structure of RHBAM and the Manager remains the same, i.e. both RHBAM and the Manager continue to be controlled by the same ultimate shareholder;
- the exemption granted from clause 6.04 (a) of the Guidelines is specifically for all four of the Fund's investment committee members, namely, Dato' Khairussaleh Ramli, Mr Patrick Chin Yoke Chung, Datuk Haji Faisal Siraj and Mr Ong Seng Pheow;
- the exemption granted from clause 6.04 (b) of the Guidelines is specifically for one of the Fund's investment committee members, namely, Mr Patrick Chin Yoke Chung; and
- there are clear disclosures in this prospectus relating to the aforesaid four investment committee members' appointment as investment committee members of funds operated by RHBAM as well as the directorship of one of the aforesaid investment committee members in RHBAM.

13. DOCUMENTS AVAILABLE FOR INSPECTION

The following documents or copies thereof, where applicable, may be inspected by Unit Holders without charge at the registered/principal office of the Manager or such other place as the Securities Commission may determine:

- (a) the Deed;
- (b) this prospectus and supplementary or replacement prospectus, if any;
- (c) the latest annual and interim reports of the Fund;
- (d) each material contract referred to in this prospectus and, in the case of a contract not reduced in writing, a memorandum which gives full particulars of the contract;
- (e) the audited financial statements of the Manager and Fund for the current financial year (where applicable) and for the last three (3) financial years or if the Fund has been established for a period of less than three (3) years, from the date of incorporation or commencement;
- (f) all reports, letters or other documents, valuations and statements by any expert, any part of which is extracted or referred to in this prospectus (if any);
- (g) writ and relevant cause papers for all material litigation and arbitration disclosed in this prospectus; and
- (h) all consents given by experts or persons whose statement appear in this prospectus.

DIRECTORY OF OUTLETS FOR PURCHASE AND SALE OF UNITS

For information on the participating distributors, please contact:

RHB Islamic International Asset Management Berhad's Registered/Principal Office.
(Kindly refer to the Corporate Directory for details.)

Or call us at 03-9205 8000 at any time during our office hours: Mondays through Fridays from 9.00 a.m. – 5.00 p.m. or e-mail your enquiries to **rhbiiam.enquiry@rhbgroup.com**.

APPLICATION FORM

BORANG PERMOHONAN

(INDIVIDUAL / CORPORATE)

IN COMPLIANCE WITH THE CAPITAL MARKETS AND SERVICES ACT 2007, THIS APPLICATION FORM MUST ONLY BE CIRCULATED WITH THE RELEVANT PROSPECTUS AND SUPPLEMENTARY PROSPECTUS (IF ANY) THAT HAS BEEN REGISTERED WITH THE SECURITIES COMMISSION ("PROSPECTUS"). APPLICANTS SHOULD READ AND UNDERSTAND THE PROSPECTUS AND THE NOTES BELOW BEFORE COMPLETING THIS APPLICATION FORM.

1. Minimum Initial/Subsequent Investment

Application for the initial/subsequent investment must be at the minimum stated amount in the Prospectus and shall be based on the Net Asset Value per unit on the following day in major newspapers by RHB ISLAMIC INTERNATIONAL ASSET MANAGEMENT BERHAD ("The Manager").

2. First Applicant

- Applicant must be 18 years old and above.
- A photocopy of the Identity Card must be forwarded to the Manager.

3. Second Applicant

- Applicant may be a minor.
- If 18 years and above, he/she is required to sign the Application Form.
- A photocopy of the Identity Card or Birth Certificate must be forwarded to the Manager.

4. For Muslim Investors Only

Applicants may wish to make the declaration of beneficiary for the administration of their investments upon death provided each applicant makes a common declaration i.e. a declaration of Hibah or a declaration of Wasi.

5. Corporate/Non-corporate Organisation Applicant

- For a corporation, the common seal or the company's stamp will have to be affixed. Corporation filling the application form under the hand of the official must state the capacity of that official.
- Certified copies of the Certificate of Incorporation or Registration together with a certified copy of the Memorandum and Articles of Association or Constitution or By-Laws and certified copies of the relevant resolutions should be forwarded together with the Application Form.

6. Payment

Cheques, bank drafts or cashiers/money orders must be made payable to "RHB ISLAMIC INTERNATIONAL ASSET MANAGEMENT BERHAD" and crossed "ACCOUNT PAYEE ONLY". Please write your name/company's name, NRIC/Passport number/Certificate of Incorporation number on the back of all cheques, bank drafts or cashiers/money orders. Payment by outstation cheques should include a bank commission.

7. Payment Instruction for Repurchase Transaction

For joint investment, Applicants must state to whom payment will be made. If not, all payments will be made in the name of the **Principal Holder and Jointholder**. Please note that any changes in payee instruction will require the written instruction of **all** Holders aged 18 years old and above.

8. Unit Certificate

- Investments in the units of the Fund managed by the Manager are scripless, that is, no unit certificates will be issued. Only Receipt(s) will be issued (within 14 days) to investors as confirmation of their investment.

9. Rights Of The Manager

- The Manager reserves the right to accept or reject any application in whole or in part thereof without assigning reasons in respect thereof.

Should you require further information, please contact our office, or contact us at:

RHB ISLAMIC INTERNATIONAL ASSET MANAGEMENT BERHAD
Level 8, Tower 2 & 3, RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur.
Tel: 603-9205 8000 Fax: 603-9205 8107

**UNIT TRUST LOAN FINANCING
RISK DISCLOSURE STATEMENT**

Investing in a Unit Trust Fund with Borrowed Money / Financing 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 financial circumstances. You should be aware of the risks, 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 which you put in as deposit or down payment), the greater the potential for loss or gain on your investment.
- (ii) You should assess whether you have the ability to service the repayments on the proposed loan/financing. If your loan/financing is a variable rate loan/financing, and if interest rates/profit 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 time prescribed, your units may be sold towards the settlement of your loan/financing.
- (iv) Returns on unit trusts 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 experienced. Whether you eventually realise a gain or 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/financing. If you are in doubt about any aspect of this risk disclosure statement or the terms of the loan financing, you should consult the institution offering the loan/financing.

ACKNOWLEDGEMENT OF RECEIPT OF RISK DISCLOSURE STATEMENT

I acknowledge that I have received a copy of this Unit Trust Loan / Financing Risk Disclosure Statement and understand its contents.

Signature : _____

Full Name : _____

Date : _____

6. DECLARATION FOR PERSONAL DATA PROTECTION ACT 2010

- 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 the Manager or its representatives ("Disclosed Data") in respect of such disclosure to and processing by the Manager and its representatives and that I/We will always furnish the Manager 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 the Manager 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 authorities.
- 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 the Manager 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 the Manager'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 the Manager and its successors and assigns; and shall supersede all prior representations, negotiations, arrangements, understandings or agreements and all other communication between the Manager and me/us in connection with the processing and disclosure of Disclosed Data to the Manager.

No delay or omission by the Manager 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 changing of the 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.

FOR INDIVIDUAL APPLICANT

.....
Signature of 1st Applicant

Date:

.....
Signature of 2nd Applicant

Date:

3. DECLARATION FOR PERSONAL DATA PROTECTION ACT 2010

- 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 the Manager or its representatives ("Disclosed Data") in respect of such disclosure to and processing by the Manager and its representatives and that I/We will always furnish the Manager 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 the Manager 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 authorities.
- 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 the Manager 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 the Manager'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 the Manager and its successors and assigns; and shall supersede all prior representations, negotiations, arrangements, understandings or agreements and all other communication between the Manager and me/us in connection with the processing and disclosure of Disclosed Data to the Manager.

No delay or omission by the Manager 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 changing of the 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.

FOR CORPORATE APPLICANT

.....
Signature and Designation

.....
Signature and Designation

.....
Signature and Designation

Date: _____

Common Seal /
Rubber Stamp

TO: RHB ISLAMIC INTERNATIONAL ASSET MANAGEMENT BHD (879478-A) ("THE MANAGER")

TRANSACTIONS FORM
(INDIVIDUAL / CORPORATE)

GENERAL DECLARATION

IN COMPLIANCE WITH THE CAPITAL MARKETS AND SERVICES ACT 2007, THIS FORM SHOULD NOT BE CIRCULATED UNLESS ACCOMPANIED BY THE RELEVANT MASTER PROSPECTUSES/ PROSPECTUSES AND ITS SUPPLEMENTARY(IES) IF ANY. I/WE MAY HAVE PROVIDED AND MAY, FROM TIME TO TIME, PROVIDE PERSONAL INFORMATION ("DATA") TO THE MANAGER AND / OR ANY OF ITS AGENTS. I/WE SHALL ALSO NOTIFY THE MANAGER IN WRITING OF ANY CHANGE TO THE DATA. I/WE ACKNOWLEDGE AND ACCEPT THAT THE DATA AND MY/OUR INVESTMENT DATA MAY BE USED OR PROCESSED BY THE MANAGER AND / OR ITS AGENTS WITHIN OR OUTSIDE MALAYSIA FOR THE PURPOSES OF THE PROVISION OF ANY SERVICES RELATED TO THE FUND AND / OR MY/ OUR INVESTMENTS. I/WE HAVE READ AND FULLY UNDERSTOOD ALL THE NOTES AND THE TERMS AND CONDITIONS IN THIS FORM AND THE PROSPECTUS AND ITS SUPPLEMENTARY (IES), (IF ANY) OF THE FUND / FUNDS AND I/WE WISH TO INVEST IN THE FUND / FUNDS STATED HEREIN AND AGREE TO BE BOUND BY THE AFOREMENTIONED NOTES, TERMS AND CONDITIONS. I/WE AM/ARE ALSO AWARE OF THE FEES AND CHARGES DIRECTLY AND INDIRECTLY INCURRED WHEN INVESTING IN EACH/ANY FUND. I/WE HEREBY DECLARE THAT I/WE AM/ARE THE BENEFICIAL OWNER(S) OF THIS INVESTMENT AND THIS APPLICATION IS NOT FUNDED BY GAINS FROM ANY UNLAWFUL ACTIVITIES.

* COMPULSORY FIELDS

Please tick (✓) if this is staff application.

☐

1. UNITHOLDER(S) DETAILS

I/We (1st Holder)*	<input type="text"/>	NRIC No: / Passport No: / Co. Reg No: *	1	<input type="text"/>
(2nd Holder)*	<input type="text"/>	NRIC No: / Passport No: / Co. Reg No: *	2	<input type="text"/>
of account no.*	<input type="text"/>	hereby authorise OUIFMB to update the following request:		

2. SUBSCRIPTION INVESTMENT DETAILS

Please tick (✓) one. Investment Type *: ☐ Initial Investment ☐ Additional Investment Plan Type*: ☐ Cash Plan

FUND NAME	INVESTMENT AMOUNT	SALES CHARGE
<input type="text"/>	<input type="text"/> - <input type="text"/>	<input type="text"/> - <input type="text"/> %
<input type="text"/>	<input type="text"/> - <input type="text"/>	<input type="text"/> - <input type="text"/> %

3. PAYMENT MODE

<input type="checkbox"/> Personal / Corporate Cheque. <input type="checkbox"/> By Banker Draft / Money Order / Telegraphic Transfer.	Cheque/Banker Draft/Money Order / TT Bank Name and Number	Amount (RM)
	<input type="text"/>	<input type="text"/> - <input type="text"/>
	<input type="text"/>	<input type="text"/> - <input type="text"/>

4. COOLING OFF PERIOD / REDEMPTION / SWITCHING / REDEEM & REINVEST DETAILS

Please tick (✓) one.

☐ COOLING-OFF PERIOD ☐ SWITCHING
☐ REDEMPTION ☐ REDEEM & REINVEST

Fees / Charges

Redemption Fee % ☐ Switching Fee :
Sales Charge % Difference in Sales Charge %

Please Specify Full or Partial of Redemption / Switching / Redeem & Reinvest

<input type="checkbox"/> Full <input type="checkbox"/> Partial	FUND NAME	UNITS TO REDEEM / SWITCH / REDEEM & REINVEST	PROCEEDS OF SWITCH / REDEEM & REINVESTED INTO FUND NAME
	<input type="text"/>	<input type="text"/> - <input type="text"/>	<input type="text"/>
			Reinvestment date: <input type="text"/>

5. PAYMENT INSTRUCTION FOR REDEMPTION TRANSACTION

We would like to request the redemption cheque to be issued in the name of: (For Joint Holders Account Only)

☐ Principal Holder Only ☐ Both Holders

Please tick (✓) one.

6. BANKING INSTRUCTION

Please deposit / TT my /our redemption proceeds to my / our account at (I/We will bear the TT charge) :

Please tick (✓) one.

<input type="checkbox"/> CHEQUE <input type="checkbox"/> MEPS GIRO <input type="checkbox"/> Interbank Transfer (RENTAS) <input type="checkbox"/> Foreign Currency TT	Bank/TT charge: RM <input type="text"/>
Account Name : <input type="text"/>	
Account Number : <input type="text"/>	
Beneficiary Bank (please indicate whether it is Islamic or conventional) : <input type="text"/>	
Beneficiary SWIFT: <input type="text"/> Agent/Correspondence Bank : <input type="text"/> Agent/Correspondence SWIFT: <input type="text"/>	
IBAN No: <input type="text"/> Routing No: <input type="text"/> ABA No: <input type="text"/>	
<input type="checkbox"/> Please forward my/our cheque to my/our correspondence address by: <input type="checkbox"/> ordinary mail OR <input type="checkbox"/> courier (I / We will bear the courier charge) Courier charges: <input type="text"/>	

NOTES

- If full, all units in the account shall be redeemed / switched / redeemed & reinvested.
- For partial redemption / switch / redeem & reinvest, you are required to adhere to the minimum investment balance of the respective funds.
- If the switching is allowed, the minimum amount to switch out is RM1,000.00 . A switching fee of RM25.00 or difference in Sales Charge between switching funds, where applicable, on the amount to be switched shall be imposed and netted off from the value to be switched.
- In effecting a **Redeem & Reinvest** transaction, investors have to pay the applicable Sales Charge on the Fund to be invested.
- The Manager reserves the right to reject forms which are incomplete, unclear and/or altered without the signature of the authorised signatory. Amendments using correction fluid are strictly prohibited.

INDEMNITY

I/WE HEREBY INDEMNIFY THE MANAGER AND ANY OF ITS AGENTS AGAINST ANY LOSSES, COSTS AND EXPENSES WHICH MAY BE INCURRED BY ANY OR ALL OF THEM ARISING EITHER DIRECTLY OR INDIRECTLY IN CONNECTION WITH MY/OUR MAINTAINING AN ACCOUNT WITH THE MANAGER OR, IN CONNECTION WITH ANY INSTRUCTIONS/ CONFIRMATION GIVEN IN ANY FORMAT MADE BY OR ON BEHALF OF ME/US, UNLESS DUE TO THE WILFUL DEFAULT OR NEGLIGENCE OF THE MANAGER OR ITS AGENTS.

FOR INDIVIDUAL APPLICANT

SIGNATURE OF 1st APPLICANT
Date :

SIGNATURE OF 2nd APPLICANT
Date :

FOR CORPORATE APPLICANT (TO AFFIX COMMON SEAL / COMPANY RUBBER STAMP)

SIGNATURE & DESIGNATION
Date:

SIGNATURE & DESIGNATION
Date:

SIGNATURE & DESIGNATION
Date:

For Office Use Only

Price Date : UTC Signature :
UTC Name :

UTC Code:
Branch Code:



RHB Islamic International Asset Management Berhad (879478-A)

Head Office

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