

# RHB ISLAMIC EMERGING OPPORTUNITY UNIT TRUST

**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 13 January 2017.**

**Constitution Date of the Fund : 11 February 2015**

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 12.

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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 RHB Islamic Emerging Opportunity Unit Trust (“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.

**TABLE OF CONTENTS**

	<b>PAGE</b>
<b>DEFINITIONS .....</b>	<b>1</b>
<b>CORPORATE DIRECTORY .....</b>	<b>3</b>
<b>1. FUND INFORMATION .....</b>	<b>4</b>
1.1 Name of the Fund .....	4
1.2 Fund Category .....	4
1.3 Investment Objective .....	4
1.4 Investment Strategy .....	4
1.5 Investment Approach .....	6
1.6 Shariah Methodology and Shariah Investment Guidelines .....	6
1.7 Permitted Investments and Restrictions .....	9
1.8 Investment in Shariah-compliant Securities Not Traded in or under the Rules of an Eligible Market (“Unlisted Shariah-compliant Securities”) .....	10
1.9 Islamic Collective Investment Schemes .....	11
1.10 Islamic Financial Derivatives .....	11
1.11 Foreign Shariah-compliant Securities .....	11
1.12 Shariah-compliant Liquid Assets .....	11
1.13 Distribution Policy .....	12
1.14 Financial Year End .....	12
1.15 Deed .....	12
<b>2. RISK FACTORS .....</b>	<b>12</b>
2.1 General Risks of Investing in the Fund .....	12
2.2 Specific Risks when Investing in this Fund .....	14
<b>3. VALUATION OF ASSETS .....</b>	<b>15</b>
<b>4. FEES, CHARGES AND EXPENSES .....</b>	<b>17</b>
4.1 Charges .....	17
4.2 Fees and Expenses .....	19
4.3 Reduction/Waiver of Fees and Charges .....	20
4.4 Policy on Rebates and Soft Commissions .....	20
4.5 Goods and Services Tax .....	21
<b>5. TRANSACTION INFORMATION .....</b>	<b>21</b>
5.1 Pricing .....	21
5.2 Transaction Details .....	22
5.3 Mode of Distribution .....	25
5.4 Additional Information .....	25
<b>6. SALIENT TERMS OF THE DEED .....</b>	<b>25</b>
6.1 Rights and Liabilities of Unit Holders .....	25
6.2 Fees, Charges, and Expenses Permitted By the Deed .....	26
6.3 Removal, Replacement, and Retirement of the Manager and Trustee .....	28
6.4 Termination of the Fund .....	29
6.5 Unit Holders Meeting (“Meeting”) .....	29

## **RHB ISLAMIC EMERGING OPPORTUNITY UNIT TRUST**

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<b>7.</b>	<b>THE MANAGEMENT AND ADMINISTRATION OF THE FUND .....</b>	<b>30</b>
7.1	The Manager .....	30
7.2	Board of Directors .....	30
7.3	Functions of the Manager.....	31
7.4	The Investment Committee .....	31
7.5	The Investment Team.....	31
7.6	Manager's Disclosure of Material Litigation and Arbitration.....	32
7.7	The Shariah Adviser.....	32
7.8	Other Information.....	35
<b>8.</b>	<b>THE TRUSTEE OF THE FUND.....</b>	<b>35</b>
8.1	Experience in Trustee Business.....	35
8.2	Duties and Responsibilities of the Trustee .....	36
8.3	Trustee's Statement of Responsibility.....	36
8.4	Anti-Money Laundering and Anti-Terrorism Financing Provisions.....	36
8.5	Statement of Disclaimer .....	36
8.6	Trustee's Disclosure of Material Litigation .....	36
8.7	Consent to Disclosure .....	36
8.8	Trustee's Delegate .....	37
<b>9.</b>	<b>RELATED-PARTY TRANSACTION/CONFLICT OF INTEREST .....</b>	<b>37</b>
<b>10.</b>	<b>TAX ADVISER'S LETTER ON THE TAXATION OF THE FUND AND UNIT HOLDERS .....</b>	<b>40</b>
<b>11.</b>	<b>EXPERT'S REPORT.....</b>	<b>44</b>
<b>12.</b>	<b>APPROVALS AND CONDITIONS.....</b>	<b>44</b>
<b>13.</b>	<b>DOCUMENTS AVAILABLE FOR INSPECTION .....</b>	<b>45</b>
	<b>DIRECTORY OF OUTLETS FOR PURCHASE AND SALE OF UNITS.....</b>	<b>46</b>
	<b>APPLICATION FORM &amp; UNIT TRUST LOAN FINANCING RISK DISCLOSURE STATEMENT</b>	

**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 on which Bursa Malaysia is open for trading.
Deed	The deed dated 11 February 2015, its first supplemental deed dated 17 April 2015 and any other supplemental deeds that may be registered with the Securities Commission Malaysia from time to time.
Eligible Market	A market which is regulated by a regulatory authority, operates regularly, is open to the public and has adequate liquidity for the purposes of the Fund. A non-exhaustive list of Eligible Markets includes stock exchanges, derivative exchanges, over-the-counter markets for Shariah-compliant debt securities and Islamic money market instruments.
FIMM	Federation of Investment Managers Malaysia.
Fund	RHB Islamic Emerging Opportunity Unit Trust.
GST	Goods and services tax.
Latest Practicable Date	31 October 2016.
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.
Placements of Cash	These are placements of cash in any Islamic deposits or Islamic investment accounts with any financial institution(s), which are not embedded with or linked to financial derivative instruments (structured deposits).
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 relevant Business Day ("forward pricing") after the repurchase request is received by the Manager. A repurchase charge will be computed separately based on the withdrawal amount/repurchase amount. The implementation of

## **RHB ISLAMIC EMERGING OPPORTUNITY UNIT TRUST**

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	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, if any, 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.
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*

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*E-mail: [rhbi@iam.enquiry@rhbgroup.com](mailto:rhbi@iam.enquiry@rhbgroup.com)*

**SHARIAH ADVISER**

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*200, Jalan Bukit Bintang*

*55100 Kuala Lumpur*

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

**TRUSTEE**

*HSBC (Malaysia) Trustee Berhad*

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**1. FUND INFORMATION**

**1.1 Name of the Fund**

RHB Islamic Emerging Opportunity Unit Trust.

**1.2 Fund Category**

Equity Fund (Shariah-compliant).

**1.3 Investment Objective**

This Fund aims to achieve long term\* capital appreciation through Shariah-compliant investments in companies with high growth potential.

\*Note: “long term” in this context refers to a period between 5 – 7 years.

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

**1.4 Investment Strategy**

The Fund seeks to achieve its investment objective through a diversified portfolio of Shariah-compliant securities of emerging companies with market capitalisation of not more than RM3 billion^ at the point of purchase. Such investments may also be made via Islamic collective investment schemes, where appropriate. The Manager may also invest up to 30% of Net Asset Value in Shariah-compliant securities of emerging companies listed in foreign markets.

Emerging companies commonly refers to small companies that are not well known but have successfully persisted in the company’s business, have a distinctive business model with experienced and credible management of quality corporate structure. As these companies are smaller in terms of market capitalisation, such companies may be lacking in track records and are under-researched by major research and stock broking houses.

The Fund will focus its investments in Shariah-compliant securities of emerging companies with high growth potential i.e. companies with growth rate that is above the respective market average growth rate. The Fund will look to companies with improving fundamentals and high growth potential in terms of key indicators such as earnings per share, return on equity, price earnings ratios and net tangible assets multiples.

The Fund’s direct investments are not sector specific and can invest in a broad range of sectors and industries. It seeks to add value by investing in a selective range of opportunities identified by the Manager as having a strong attraction based on company fundamentals.

The Manager will depend upon its proprietary research as well as selected research from major research and stock broking houses in conducting the security selection. The Manager will employ a multi-step investment process, combining a bottom-up investment process that involves rigorous company research to seek companies meeting its criteria of growth potential, quality and valuation with top down process to review the industry outlook, management quality, franchise value and corporate governance considerations. The key strategy is to invest in securities of Shariah-compliant companies that are trading below their intrinsic values and to sell them when the security price has passed their intrinsic values.

When investing in foreign markets, the Fund will invest in Shariah-compliant securities listed in Asia Pacific ex-Japan markets such as Australia, China, Hong Kong, India, Indonesia, New



Zealand, Philippines, Singapore, Vietnam, South Korea, Sri Lanka, Taiwan and Thailand including Shariah-compliant securities of Asia Pacific ex-Japan companies that are listed in non-Asia Pacific ex-Japan markets such as the New York Stock Exchange and the London Stock Exchange. In undertaking these foreign investments, the Manager may invest in securities from Shariah approved indices such as FTSE Shariah Asia Pacific Index, Dow Jones Islamic Market World Index and MSCI South East Asia Islamic Index – Shariah Indices and/or may invest through other Islamic collective investment schemes, where appropriate.

This Fund's portfolio will be structured as follows:

70% to 98% of Net Asset Value

- Investments in Shariah-compliant securities of emerging companies with market capitalisation of not more than RM3 billion<sup>^</sup> at the point of purchase.

2% - 30% of Net Asset Value

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

<sup>^</sup>When the market capitalisation of a company grows beyond RM3 billion after the point of purchase, the Fund will not increase its holdings of such Shariah-compliant security, but the Fund is allowed to hold the Shariah-compliant security of such company for another one (1) year before investing in other Shariah-compliant security of a company that meets the market capitalisation restriction.

Although the Fund is actively managed, how active or the frequency of its trading strategy will very much depend on market opportunities.

The risk management strategies and techniques employed by the Manager include diversification of the Fund's investments in terms of its exposure to various industries, sectors and countries. Generally, the assets of the Fund will be invested over a medium to long term period<sup>1</sup> with disposal of the investments when necessary to control risk as well as to optimise capital gains. This is especially so when the full growth potential of an investment is deemed to have been reduced over a prolonged rise in equity values and the available alternative investment may present cheaper valuations and potential higher returns. For investments in foreign market, country risk and currency risk will be managed through active management and constant review of the economic and political developments of the countries invested drawing on the resources and infrastructure of its parent company, RHB Asset Management Sdn Bhd. The portfolio's foreign currency exposure may be hedged against the Malaysian Ringgit, if deemed appropriate. The Fund also complies with the permitted investments and restrictions imposed by the Securities Commission. Adherence to the permitted investments and restrictions also helps the Manager to risk-manage the Fund's portfolio in terms of diversification. Moreover, the Manager in making its investment decisions shall at all times comply with the investment restrictions of the Fund and requirements (including Shariah requirements) as set out in the Deed.

<sup>1</sup>medium to long term period here refers to a period of between 3 to 7 years.

The Manager may take temporary defensive positions that may be inconsistent with the Fund's principal strategy in attempting to respond to adverse economic, political or any other market conditions. In such circumstances, the Manager may reallocate the Fund's equity investments into other asset classes such as sukuk, Islamic money market instruments and Placements of Cash, which are defensive in nature. In its reallocation, the level of equity investments would normally not be below 20% of the Net Asset Value.

The performance of this Fund is benchmarked against the FTSE Bursa Malaysia Small Cap Shariah Index. The benchmark chosen best represents the Fund's investments in terms of

geographical location. Investors may refer to Bloomberg L.P. or to the Manager for this benchmark indicator.

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

## 1.5 Investment Approach

The Manager's investment approach when making investments in the various assets will evolve around the following principles:-

### Equities

#### Equity Investment Process

##### TOP-DOWN ANALYSIS



##### Aim / Outcome

- Industry Outlook
- Positive
- Neutral
- Negative

##### Strategy

- Overweight
- Neutral
- Underweight

#### Equity Investment Process

- Applicable to single country and regional mandates
- To derive an equity portfolio consistent with the Fund's objective and risk profile

##### Management Quality

Assessment of management quality, integrity and capability

##### Business Model Review

Comparison of company's business model with sector dynamics

##### Company Fundamentals

Scenario and sensitivity analyses on company's cash flow and profitability robustness

##### Peer Comparison

Comparison of company's fundamentals with industry peers

##### Stock Valuation

Valuation through different methods

##### BOTTOM-UP ANALYSIS



### Liquid assets

- 1) Interest/Profit Rate Anticipation – Forecast changes in interest/profit rates and yield curve shapes.
- 2) Market Timing – Time market entry to enhance yield.
- 3) Relative Return Analysis – Best risk-return trade-off within the financial institutions of same credit ratings.

To ensure compliance with Shariah requirements, the Fund is restricted to Placements of Cash that complies with Shariah principles and prohibited from investing in non-Islamic money market instruments.

## 1.6 Shariah Methodology and Shariah Investment Guidelines

In screening the investment activity of the Fund, the Shariah Adviser will ensure that at all times the investments of the Fund would be restricted to Shariah-compliant instruments. In rolling out the securities screening activity, the Shariah Adviser will adopt a combination of screening methodologies issued by SACSC, Otoritas Jasa Keuangan/Financial Services Authority (OJK), Accounting and Auditing Organisation for Islamic Financial Institutions (AAOIFI) and Dow Jones Islamic Market Index Shariah Supervisory Board (DJIMISSB). SACSC is our authority advising the Securities Commission on Shariah matters pertaining to the Islamic capital market

of Malaysia. OJK is the regulatory authority for the Indonesia capital markets. AAOIFI and DJIMISSB screening methodologies are commonly accepted for equity investments in foreign markets.

Notwithstanding anything stated herein and for avoidance of doubt, for investment in listed securities on Bursa Malaysia, the Fund will only invest in securities listed on the SACSC's list of Shariah-compliant securities. For securities which are not reviewed by SACSC, the Shariah Adviser will determine whether the securities are Shariah-compliant for investment by the Fund in accordance with this Shariah methodology and Shariah investment guidelines.

The following is a non-exhaustive list of the combination of methodologies adopted by the Shariah Adviser and any changes thereafter by these bodies will be adopted by the Shariah Adviser.

1) Industry Screens:

The Fund is prohibited from investing in companies whose core activities are of the following:

- (a) financial services based on *riba* (interest);
- (b) gambling and gaming activities;
- (c) production, processing and sale of alcoholic beverages and non-halal food or related products;
- (d) conventional insurance activities;
- (e) entertainment activities that are non-permissible according to Shariah;
- (f) manufacture or sale of tobacco-based products or related products;
- (g) stockbroking or share trading in Shariah non-compliant securities;
- (h) weapons and defence; and/or
- (i) other activities deemed non-compliant according to Shariah.

2) Financial Ratio Screens:

In addition to the above, the investments of the Fund will also be determined according to the financial ratio screening and financial ratios of the following screening principles must not exceed certain benchmarks\*\*:

- (i) Total interest based debts compared to total assets.
- (ii) Total debts compared against market capitalisation.
- (iii) Cash plus interest bearing securities compared against market capitalisation.
- (iv) Total receivables compared against market capitalisation.
- (v) Cash over total assets.
- (vi) The ratio of non-halal income is not more than 5% of the total revenue.

\*\*These benchmarks may vary in accordance with the development of Islamic finance and the jurisdiction of respective screening authorities or the Islamic indices that are being referred to. Should any of the deductions fail to satisfy the benchmarks, the Shariah Adviser will not accord a Shariah-compliant status for the securities of such company.

- 3) Any further restriction as determined from time to time by the SACSC and/or the Shariah Adviser for investments in Malaysian market, and as determined from time to time by the Shariah Adviser for investments in foreign markets.

- 4) Purification Process.

The portion of income attributed to impure income must be purified by the Fund so that impure income is not distributed to Unit Holders.

Impure income from business activities is calculated by using the investment purification standard of the Accounting and Auditing Organisation for Islamic Financial Institutions (AAOIFI). The impure income has to be channelled to *baitulmal* or any charitable organisations as advised by the Shariah Adviser.

Should there be a breach, the following rules on divestment of Shariah non-compliant investments apply:

- (i) Shariah-compliant investments which are subsequently considered Shariah non-compliant

This refers to those investments which were earlier classified as Shariah-compliant investments but due to certain reasons, such as changes in the companies' operations, are subsequently considered Shariah non-compliant. In this regard, if on the date the investment turned Shariah non-compliant, the value of the investment held exceeds or is equal to the original investment cost, the Fund must liquidate such Shariah non-compliant investment held by it. Any capital gains arising from the disposal of the Shariah non-compliant investment can be kept by the Fund. However, any excess capital gains derived from the disposal after the said date at a market price that is higher than the closing price on the said date should be channeled to *baitulmal* or charitable bodies as advised by the Shariah Adviser.

On the other hand, the Fund is allowed to hold its investment in the Shariah non-compliant investment if the market price of the said investment is below the original investment costs. It is also permissible for the Fund to keep the dividends received during the holding period until such time when the total amount of dividends received and the market value of the Shariah non-compliant investment held equal the original investment cost. At this stage, the Fund must dispose of its holding.

In addition, during the holding period, the Fund is allowed to subscribe for:

- (a) any issue of new securities by a company whose Shariah non-compliant investment are held by the Fund, for example rights issues, bonus issues, special issues and warrants (excluding securities whose nature is Shariah non-compliant e.g. irredeemable convertible unsecured loan stock (ICULS)); and
- (b) securities of other companies offered by the company whose Shariah non-compliant investments are held by the Fund,

on the condition that they expedite the disposal of the Shariah non-compliant investment. For securities of other companies {as stated in (b) above}, they must be Shariah-compliant securities.

- (ii) Shariah non-compliant investments

If the Manager mistakenly invests the Fund in Shariah non-compliant securities, the Manager needs to dispose off any Shariah non-compliant investment, within one (1) month of knowing the status of the investment. Any gain made in the form of capital gain or dividend received during or after the disposal of the investment has to be channeled to *baitulmal* or charitable

bodies as advised by the Shariah Adviser. The Fund has a right to retain only the original investment cost. However, if the investment sustained a loss, the Manager is to reimburse the Fund the original investment cost.

Note: original investment cost may include brokerage cost or other related transaction cost.

### **1.7 Permitted Investments and Restrictions**

This Fund may invest or participate in Shariah-compliant securities listed on the Bursa Malaysia or any other market considered as an Eligible Market, Shariah-compliant securities not listed in or traded under the rules of an Eligible Market (“unlisted Shariah-compliant securities”), Islamic collective investment schemes, Islamic financial derivatives, Shariah-compliant liquid assets (including Islamic money market instruments and Placements of Cash) and any other Shariah-compliant investments permitted by the SACSC and/or the Shariah Adviser from time to time. Consequently, all investments for this Fund are to be designated as Shariah-compliant and in this regard, the Shariah Adviser will advise on the selection of investments to ensure compliance with Shariah requirements.

The acquisition of such permitted investments is subject to the following restrictions:

- a) The value of the Fund’s investments in unlisted Shariah-compliant securities must not exceed ten (10) per cent of the Net Asset Value, or any other limit as may be prescribed by the Securities Commission from time to time.
- b) The value of the Fund’s investments in Shariah-compliant ordinary shares issued by any single issuer must not exceed ten (10) per cent of the Net Asset Value, or any other limit as may be prescribed by the Securities Commission from time to time.
- c) The value of the Fund’s investments in transferable Shariah-compliant securities (i.e. Shariah-compliant equities, sukuk and Shariah-compliant warrants) and Islamic money market instruments issued by any single issuer must not exceed fifteen (15) per cent of the Net Asset Value, or any other limit as may be prescribed by the Securities Commission from time to time.
- d) 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.
- e) The value of the Fund’s investments in transferable Shariah-compliant securities and Islamic money market instruments issued by any group of companies 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.
- f) The aggregate value of the Fund’s investments or participation in transferable Shariah-compliant securities, Islamic money market instruments, Islamic deposits and over-the-counter (“OTC”) Islamic financial derivatives issued by or placed with (as the case may be) any single issuer/institution must not exceed twenty five (25) per cent of the Net Asset Value, or any other limit as may be prescribed by the Securities Commission from time to time.
- g) The value of the Fund’s investments in units/shares of any Islamic collective investment scheme 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.
- h) The value of the Fund’s OTC Islamic financial derivatives transactions with any single counter-party must not exceed ten (10) per cent of the Net Asset Value, or any other

limit as may be prescribed by the Securities Commission from time to time; and the Fund's exposure to the underlying assets (vide the Islamic financial derivatives) must not exceed the Fund's investment spread limits as stipulated in (b), (c), (d), (e), (f) and (g) above. In addition, the Fund's net market exposure owing to its Islamic financial derivatives position must not exceed the Net Asset Value. Notwithstanding anything stated herein, the Fund's exposure to Islamic financial derivatives will always be limited to the Fund's exposure to the relevant risks.

- i) The Fund's investments in transferable Shariah-compliant securities (other than sukuk) must not exceed ten (10) per cent of the Shariah-compliant securities issued by any single issuer, or any other limit as may be prescribed by the Securities Commission from time to time.
- j) The Fund's investments in sukuk must not exceed twenty (20) per cent of the sukuk issued by any single issuer, or any other limit as may be prescribed by the Securities Commission from time to time.
- k) The Fund's investments in Islamic money market instruments must not exceed ten (10) per cent of the instruments issued by any single issuer, or any other limit as may be prescribed by the Securities Commission from time to time. Such limit does not apply to Islamic money market instruments that do not have a pre-determined issue size.
- l) The Fund's investments in Islamic collective investment schemes must not exceed twenty five (25) per cent of the units/shares in any one Islamic collective investment scheme, or any other limit as may be prescribed by the Securities Commission from time to time.

The limits and restrictions 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 limits or restrictions is permitted where the limit or restriction is breached through an appreciation or depreciation of the Net Asset Value (whether as a result of an appreciation or depreciation of the investment or as a result of repurchase of units of the Fund or payment made from the Fund). The Manager will not make any further acquisitions to which the relevant 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. Such limits and restrictions however, do not apply to Shariah-compliant securities and sukuk that are issued or guaranteed by the government or Bank Negara Malaysia.

#### **1.8 Investment in Shariah-compliant Securities Not Traded in or under the Rules of an Eligible Market ("Unlisted Shariah-compliant Securities")**

The Manager will only make such investments that are consistent with the objective and enhance the performance of this Fund. The Fund's investments in unlisted Shariah-compliant securities (if any) shall always be subject to the restriction stipulated in section 1.7 (a). However, the exposure to investments in unlisted Shariah-compliant securities shall not include:

- (a) Shariah-compliant equities not listed for trading in a stock market of a stock exchange but have been approved for such listing and offered directly to the Fund by the issuer;
- (b) Sukuk traded on an organised over-the-counter market; and
- (c) Islamic structured products.

**1.9 Islamic Collective Investment Schemes**

The Manager will only make such investments that are consistent with the objective and enhance the performance of this Fund. In addition, the Manager will only make such investments if the target fund is registered/authorized/approved by the relevant regulatory authority in its home jurisdiction as the case may be and which operates within the general investment principles of the Guidelines on Unit Trust Funds issued by the Securities Commission. The Fund's Shariah-compliant investments in Islamic collective investment schemes (if any) shall always be made subject to the restrictions stipulated in section 1.7 (g) and (l).

**1.10 Islamic Financial Derivatives**

The Manager may participate in Islamic financial derivatives instruments such as options, currency forwards, swaps or any other categories of financial derivatives which are structured in Shariah-compliant manner, permitted by the relevant authorities from time to time for hedging purposes, when appropriate. The Fund's participation in Islamic financial derivatives is basically to hedge the portfolio from any unexpected price movement in the underlying market and also the portfolio's exposure to foreign currency. The purpose is to protect the value of the portfolio. When participating in such instruments, the Manager will monitor the credit ratings of the issuers, where applicable and take appropriate actions to mitigate any risk associated with such instruments. This may extend to the disposal of the instruments upon downgrade of the credit ratings of the issuers. The Fund's holding in Islamic financial derivatives (if any) shall always be subject to the restrictions stipulated in section 1.7 (f) and (h).

**1.11 Foreign Shariah-compliant Securities**

The Manager may invest up to 30% of Net Asset Value in Shariah-compliant securities of companies listed in foreign markets. The Fund will invest in Shariah-compliant securities listed in Asia Pacific ex-Japan markets such as Australia, China, Hong Kong, India, Indonesia, New Zealand, Philippines, Singapore, Vietnam, South Korea, Sri Lanka, Taiwan and Thailand including Shariah-compliant securities of Asia Pacific ex Japan companies that are listed in non-Asia Pacific ex Japan markets (such as the New York Stock Exchange and the London Stock Exchange). In undertaking the investments in foreign markets, the Manager may invest in securities from Shariah approved indices (such as FTSE Shariah Asia Pacific Index, Dow Jones Islamic Market World Index and MSCI South East Asia Islamic Index – Shariah Indices) and/or may invest through other Islamic collective investment schemes, where appropriate, subject to the restriction stipulated in section 1.9.

**1.12 Shariah-compliant Liquid Assets**

The Manager in structuring the Fund's portfolio will maintain a minimum liquid assets level of 2% of Net Asset Value for the purpose of meeting redemptions and to enable the proper and efficient management of the Fund. However, this does not preclude the Manager from lowering or raising the liquid assets level from the stipulated level to allow the Manager to react to the prevailing market conditions and to manage investment risk when circumstances warrant it.

This Fund shall not source for financing in connection with its activities or provide financing on any of its cash or investments unless permitted by the Guidelines on Unit Trust Funds and any practice notes issued by the Securities Commission from time to time or other relevant laws or regulations pertaining to unit trust funds. However, the Fund may obtain Islamic financing facility 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 Net Asset Value at the time the financing facility is incurred.

**1.13 Distribution Policy**

The Fund will declare distributions, if any, to Unit Holders depending on the level of income generated at each relevant period. Distributions, if any, after deduction of taxation and expenses (i.e. net distributions) are declared annually.

**1.14 Financial Year End**

28 February.

**1.15 Deed**

The deed dated 11 February 2015, its supplementary deed dated 17 April 2015 and any other supplemental deeds that may be registered with the Securities Commission from time to time.

**2. RISK FACTORS****2.1 General Risks of Investing in the Fund***General Risks**a) Management Risk*

This refers to the expertise of the Manager in the day-to-day management of the Fund. The selection of the Fund's investments is a subjective process and depends on the expertise of a fund manager in carrying out the fund management function. Lack of expertise of the fund manager may adversely affect the returns from the Fund's investments and consequently, the Unit Holder's investment.

*b) 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 investments at an unfavourable price.

*c) Loan Financing Risk*

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

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



[Please see the 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.]

*d) 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 due to the Manager's oversight, or if the Manager acts fraudulently or dishonestly. Such non-compliance may result in the Fund being mismanaged and may affect the Unit Holders' investments should the rectification of the non compliance negatively affect the Unit Holder's investment in the Fund.

*e) Returns are not Guaranteed*

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

*Investment Risks*

*a) Market Risk*

Market risk is a risk that arises when the prices of investments in the marketplace are affected by circumstances such as political or economic events. These circumstances may be a local or global event that can affect global markets as well as the markets where the Fund is invested in and subsequently, the value of the Fund's investments.

*b) Counterparty and Issuer Risk*

The possibility that the issuer of an Islamic money market instrument or the licensed financial institution where Placements of Cash are made will not be able to make timely payments of profit and/or principal repayment when it becomes due. This may lead to a default in the payment of principal and/or profit and ultimately a reduction in the value of the Fund

*c) Liquidity Risk*

This refers to the ease with which a Fund's investment can be sold at a favourable price. Should a Fund's investment become illiquid, it may be sold at an unfavourable price which may then lower the value of the Fund's investments and subsequently the value of Unit Holders' investments.

*d) Derivative Risk*

As the Fund participates in Islamic financial derivative instruments for hedging purposes, it will be subject to risks associated with such investments. The structure of the Islamic financial derivative as well as the underlying financial instruments must comply with the Shariah requirements. Participating in Islamic financial derivative instruments may require the deposit of initial margin in a Shariah-compliant manner and additional deposit of margin on short notice if the

market moves against the hedging positions. If no provision is made for the required margin within the prescribed time, the Fund's participation may be liquidated at a loss. Therefore, it is essential that such participation in Islamic financial derivative instruments is monitored closely. If and when the Manager participates in Islamic financial derivatives, the Manager will monitor the Islamic financial derivative positions for the Fund. In addition, participation in Islamic financial derivatives is also subject to the possibility that the counterparty to the Islamic financial derivative may fail or default in its obligations under the Islamic financial derivative contract. Such failure or default by the counterparty whether in the payment of principal and/or profit from the Islamic financial derivative transaction may ultimately lead to a reduction in the value of the Fund.

## **2.2 Specific Risks when Investing in this Fund**

### *(a) Risk associated with investments in emerging companies*

Emerging companies are commonly referred to as small to medium sized companies in terms of its market capitalisation. The acquisition or disposal of securities of small to medium size companies may require a longer time period as there are generally less ready buyers or sellers as compared to the securities of larger, more established companies. Hence there is a risk that securities may not be sold at or near fair value depending on the volume traded on the market.

### *(b) Equity risk*

The performance of the equities held by the Fund is also dependent on company specific factors like the company's business situation. If the company-specific factors deteriorate, the price of the specific equity may drop significantly and permanently. Such event could possibly occur even in a positive equity market trend. The risk will be managed via portfolio diversification of the Fund's investments in terms of its exposure to equity from various industries, sectors and countries. In addition, where necessary, exposure to a particular equity will also be reduced in the event of an anticipated weakness in that particular equity.

### *(c) Equity related securities risk*

The Fund may also invest in equity related securities such as warrants provided that the underlying securities comply with Shariah requirements. As warrants are linked to the particular equity securities from which they are derived, the warrants inherit the risks linked to that underlying equity security such as market risk, currency risk, country risk, industry risk and liquidity risk. Thus, the value of investments in warrants is also subject to the day to day movement in the prices of its underlying equity securities. Warrants also have a limited life and if they are not exercised at the maturity, they will expire and become worthless causing the value of the Fund's investments to fall. Like any other investments, the fall in the value of the Fund's investments will ultimately lower the NAV.

*(d) Currency risk*

This risk is associated with investments that are quoted in foreign currency denomination. When a security is denominated in a foreign currency which fluctuates unfavourably against the Ringgit Malaysia, the investment in the Fund may face currency loss in addition to the capital gains or losses. This may lead to a lower NAV.

*(e) Country risk*

The Fund will be investing in foreign markets. The foreign investments portion of the Fund may be affected by risks specific to the country that the Fund invests in. Such risks include changes in the country's economic fundamentals, social and political stability, currency movements and foreign investments policies. These factors may impact the prices of the securities that the Fund invests in and ultimately lower the NAV. Further, there are countries which may require prior approvals before investments can be made in such countries. For example, if and when the Fund invests in countries such as China, Taiwan, South Korea and India, such countries require the application of an investment licence or registration of an investor code before investments can be made in these countries. As such, if investments in such countries are undertaken, there may be a risk that such registration or licence may be revoked or not renewed by the relevant authority and the Fund's investments in these countries may be affected. The effect on the Fund's investments will depend on the regulatory requirements of the respective countries. For example, if a country requires the Fund to obtain an investment licence which is subject to renewal and if such investment licence is not renewed in a timely manner, this may result in the Fund's investment account in that country being frozen by the regulator resulting in investment activities for the Fund in that country being suspended. To mitigate this, the Manager will monitor closely the adherence of investment regulatory requirements in such countries.

*(f) Reclassification of Shariah status risk*

This risk refers to the risk that the currently held Shariah-compliant equities in the Fund may be reclassified as Shariah non-compliant in the periodic review of the equities by the SACSC, the Shariah Adviser or the Shariah boards of the relevant Islamic indices. If this occurs, the Manager will take the necessary steps to dispose of such equities in accordance with the Fund's Shariah investment guidelines.

### **3. VALUATION OF ASSETS**

The assets of the Fund must be valued at least once every Business Day. As certain foreign markets in which the Fund may invest in have different time zones from that of Malaysia, the valuation of the Fund for a Business Day will be conducted by 5:00 p.m. (or such other time as may be determined by the Manager from time to time) on the following day in which the Manager is open for business.

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

Illustration

When markets close for trading on 3 January 2017 (Tuesday), the valuation date will be the next day in which the Manager is open for business, i.e. 4 January 2017 (Wednesday). Thus, the media publication date for the price as at 3 January 2017 (Tuesday) will be on 5 January 2017 (Thursday).

Investors may obtain the most current computed price by contacting the Manager directly at 03-9205 8000 [please refer to section 5.2 (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, where applicable:

- (i) Listed local and foreign Shariah-compliant securities will be valued daily based on the last done market price or such other basis as may be prescribed by the relevant laws from time to time including approved accounting standards.

However, if:-

- (a) a valuation based on the market price does not represent the fair value of the Shariah-compliant securities, for example during abnormal market conditions; or
- (b) no market price is available, including in the event of a suspension in the quotation of Shariah-compliant securities for a period exceeding 14 days, or such shorter period as agreed by the Trustee,

then the Shariah-compliant securities would be valued at fair value, as determined in good faith by the Manager based on the methods or bases approved by the Trustee after appropriate technical consultation.

- (ii) Investments in unlisted Shariah-compliant securities will be valued at the cost price of each investment until the securities of the investee companies are successfully listed on a recognised stock exchange, upon which quoted prices will be available and valuation will be based on the last done market price or such other basis as may be prescribed by the relevant laws from time to time including approved accounting standards.
- (iii) Islamic collective investment schemes which are quoted on an approved exchange shall be valued in the same manner as listed securities as described above. When investing in unlisted Islamic collective investment schemes, the value shall be determined by reference to that manager's last published repurchase price per unit for that unlisted Islamic collective investment scheme.
- (v) Exchange traded Islamic financial derivatives positions will be 'marked-to-market' at the close of each trading day.
- (vi) Islamic deposits will be valued each day by reference to the principal value of such investments and the profits accrued thereon for the relevant period.
- (vii) Islamic money market instruments will be valued each day based on the accretion of discount or amortisation of premium on a yield to maturity basis.
- (viii) Foreign exchange translation of foreign investments for a particular Business Day is determined based on bid rate quoted by Bloomberg or Reuters at 4:00 p.m. (United Kingdom time) or such other time as may be prescribed from time to time by the relevant laws.

**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 impose a sales charge which can be levied on an investor's investment amount / purchase amount, net of bank charges (if any) by the Manager's various distributors as follows:

<b>Distributor</b>	<b>% of investment amount</b>
Institutional unit trust adviser (IUTA)	Up to 5.26%.
Direct sales (Direct investment with the Manager)	Up to 5.26%.

An investor can expect differing sales charge to be levied when buying Units from the various distribution channels and within each distribution channel, subject to the maximum sales charge stipulated above. This is due to the different levels of services provided by each distribution channel and/or the size of the investment undertaken.

**Illustration**

If an investor purchased 20,000 Units at the Selling Price of RM0.5000 from a distributor which levies a sales charge of 5.26%, he would have paid a sum of RM10,557.56 which is made up of:-

Investment amount (20,000 Units x RM0.5000)	=	RM10,000.00
Add:		
sales charge levied by the distributor @ 5.26%	=	RM 526.00
GST <sup>1</sup> (6% of RM526.00)	=	RM 31.56
Total amount paid by the investor	=	<u>RM10,557.56</u>

The investor will be allotted with 20,000 Units calculated as follows:

$$\text{Units allotted is calculated as } \frac{\text{RM10,000.00}}{\text{RM 0.5000}^*} = 20,000.00 \text{ Units}^{**}$$

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

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

<sup>1</sup>Note: The implementation of GST is effective from 1 April 2015 at the rate of 6% and the fees and charges payable are exclusive of GST.

**(b) Repurchase Charge**

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

Illustration

If an investor redeems 17,304.03 Units at the Repurchase Price of RM0.5779 (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 (17,304.03 Units @ RM0.5779)	=	RM10,000.00
Less: repurchase charge	=	NIL
Net amount payable to the Unit Holder	=	<u>RM 10,000.00</u>

(c) **Other Charges**

(i) **Switching of Units**

This is considered as a withdrawal of investment from the Fund and an investment into any of the unit trust funds under the management of the Manager that allow switching of units. Unit Holders switching in from other funds under management (that allow switching) with a lower sales charge or Unit Holders switching out to other funds under management (that allow switching) with a higher sales charge will pay the difference in sales charge which is deductible from the redemption proceeds of the units to be switched. In the event of a switch between funds that impose a similar sales charge, a switching fee of RM25.00 will be imposed and deducted from the redemption proceeds of the units to be switched.

The Manager however, reserves the right to vary this fee or to vary the terms of the switching facility. Units of the fund to be switched into shall be purchased at the net asset value per unit of that fund as at the next valuation point of the fund's relevant business day after the form of request to switch is received by the Manager ("forward pricing").

Illustration

If a Unit Holder switches 5,000 Units at the Repurchase Price of RM0.5779 and wishes to invest in another unit trust fund under the management of the Manager

(which has a higher sales charge of 5.50% at the selling price of RM0.4801).

Proceeds from switch ( <b>RHB Islamic Emerging Opportunity Unit Trust</b> ) (5,000 Units x RM0.5779)	RM2,889.50
Less: switching fee of 0.24% (5.50% - 5.26%)	RM (6.93)
GST <sup>1</sup> (6% of RM6.93)	RM (0.42)
Net proceeds from switch	<u>RM2,882.15</u>
Proceeds from <b>RHB Islamic Emerging Opportunity Unit Trust</b> invested in another unit trust fund under the management of the Manager:	<u>RM2,882.15</u> RM0.4801

= 6,003.23 units\*

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

<sup>1</sup>Note: The implementation of GST is effective from 1 April 2015 at the rate of 6% and the fees and charges payable are exclusive of GST.

**(ii) Transfer of Units**

The Manager charges a transfer fee<sup>1</sup> of RM5.00 for each transfer.

<sup>1</sup>Note: The implementation of GST is effective from 1 April 2015 at the rate of 6% and the fees and charges payable are exclusive of GST.

**4.2 Fees and Expenses**

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

**(a) Management Fee**

The Manager is entitled to a management fee of one point five per cent<sup>1</sup> (1.50%) per annum of the Net Asset Value calculated on a daily basis before deducting the Manager's and Trustee's fees for that particular day.

<sup>1</sup>Note: The implementation of GST is effective from 1 April 2015 at the rate of 6% and the fees and charges payable are exclusive of GST.

**Illustration: Calculation of annual management fee**

Assuming that the Net Asset Value (before deducting the Manager's fee and Trustee's fee) for a particular day is RM100,000,000.00 and the annual management fee is at the rate of one point five per cent<sup>1</sup> (1.50%) per annum, the calculation of the annual management fee of the Fund is as follows:

$$\frac{\text{RM100,000,000.00} \times 1.50\%^1}{365 \text{ days}^*} = \text{RM4,109.59 per day}$$

$$\begin{array}{lcl} \text{Management fee payable for that} & = & \text{RM4,109.59} \\ \text{particular day} & & \end{array}$$

$$\begin{array}{lcl} \text{Total GST (6% of RM4,109.59) on the} & = & \text{RM246.58} \\ \text{management fee for that particular day} & & \end{array}$$

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

<sup>1</sup>Note: The implementation of GST is effective from 1 April 2015 at the rate of 6% and the fees and charges payable are exclusive of GST.

**(b) Trustee's Fee**

The Trustee is entitled to a trustee fee of zero point zero six per cent<sup>1</sup> (0.06%) per annum of the Net Asset Value calculated on a daily basis before deducting the Manager's and Trustee's fees for that particular day (excluding foreign custodian fees and charges).

<sup>1</sup>Note: The implementation of GST is effective from 1 April 2015 at the rate of 6% and the fees and charges payable are exclusive of GST.

**Illustration: Calculation of annual trustee fee**

Assuming that the Net Asset Value (before deducting the Manager's fee and Trustee's fee) for a particular day is RM100,000,000.00 and the trustee fee is at the rate of zero point zero six per cent<sup>1</sup> (0.06%) per annum, the calculation of the annual trustee fee of the Fund is as follows:

$$\begin{array}{rcl} \frac{\text{RM100,000,000.00} \times 0.06\% ^1}{365 \text{ days}^*} & = & \text{RM164.38 per day} \\ \text{Trustee fee payable for that} & = & \text{RM164.38} \\ \text{particular day} & & \\ \text{Total GST (6\% of RM164.38) on the} & = & \text{RM9.86} \\ \text{trustee fee for that particular day} & & \end{array}$$

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

<sup>1</sup>Note: The implementation of GST is effective from 1 April 2015 at the rate of 6% and the fees and charges payable are exclusive of GST.

**(c) Other Expenses Directly Related to the Fund**

In administering the Fund, there are expenses directly related to the Fund. These expenses include the cost of the auditors' fees and other relevant professional fees, foreign custodial charges, cost of distribution of interim and annual reports, tax certificates, reinvestment statements and other notices to Unit Holders. In addition, there are expenses that are directly related and necessary to the business of the Fund as set out in its Deed, such as commissions or fees paid to brokers, other transaction costs and taxes, if any, that are also paid out of the Fund.

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

**4.3 Reduction/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 or 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.

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

**5. TRANSACTION INFORMATION****5.1 Pricing**

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

**5.1.1 Computation of Selling Price**

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

Illustration

Daily Net Asset Value	RM158,472,829.58
Units in Circulation	274,200,000
Net Asset Value of a Unit	<u>RM158,472,829.58</u> 274,200,000
	= RM0.5779*

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

If an investor makes an investment of RM10,000.00 at the Selling Price of RM0.5779 (which is the Net Asset Value per Unit as at the next valuation point) and the distributor levies a sales charge of 5.26%, the investor will pay a total of RM10,557.56 as follows:

Investment amount (20,000 Units x RM0.50000)	=	RM10,000.00
Add:		
sales charge levied by the distributor @ 5.26%	=	RM 526.00
GST <sup>1</sup> (6% of RM526.00)	=	RM 31.56
Total amount paid by the investor	=	<u><u>RM10,557.56</u></u>

The investor will be allotted with 17,304.03 Units calculated as follows:

$$\text{Units allotted is calculated as } \frac{\text{RM10,000.00}}{\text{RM0.5779}} = 17,304.03 \text{ Units}^{**}$$

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

<sup>1</sup>Note: The implementation of GST is effective from 1 April 2015, at the rate of 6% and the fees and charges payable are exclusive of GST.

### **5.1.2 Computation of Repurchase Price**

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 redemption charge on the redemption amount.

#### Illustration

If an investor redeems 17,304.03 Units at the Repurchase Price of RM0.5779 (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 (17,304.03 Units x RM0.5779)	= RM10,000.00
Less: repurchase charge	<u>NIL</u>
Net amount payable to the investor	<u>= RM10,000.00</u>

### **5.1.3 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.

## **5.2 Transaction Details**

### **(a) How to Purchase and Redeem Units**

When purchasing Units, investors must forward the following:

- 1) completed application form;
- 2) necessary remittance; and
- 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 participating institutional unit trust advisers (IUTAs) before their respective cut-off times.

The minimum initial investment of this Fund is RM200.00 or such other amount as the Manager may from time to time accept. The Manager will accept any additional investment amount.

Similarly, Units can be redeemed by forwarding the completed form of request to repurchase to the Manager's registered/principal office or participating IUTAs on any day other than Saturdays, Sundays and public holidays before their respective cut-off times.

For partial redemption, the balance of Units after the redemption must be at least one hundred (100) Units or such other lower quantity as the Manager may from time to time accept (the "minimum investment balance"). There are no restrictions on the number of Units a Unit Holder can redeem out of his investments or the frequency of redemptions in a year. However, the Manager shall not be bound to comply with any request for redemption of Units if the balance of Units held after the redemption is less than the minimum investment balance.

**(b) Cooling-off Period**

The cooling-off right refers to the right of an individual investor to obtain a refund of his investment if he 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 to deal in unit trust funds.

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

- a) the Selling Price on the day the Units were purchased; and
- b) the sales charge originally imposed on the day the Units were purchased.

The cooling-off period shall be within six (6) business days<sup>#</sup> which shall be effective from the date of receipt of the application by the Manager.

<sup>#</sup>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 from the Manager's registered/principal office or participating IUTAs. Any redemption of Units can be forwarded to the Manager's participating IUTAs. 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](mailto:rhbiiam.enquiry@rhbgroup.com).

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

**(d) How to Switch between Funds**

Investors may switch between unit trust funds under the management of the Manager that allow switching of units by forwarding the completed form of request to switch to the Manager's registered/principal office or to any of its participating IUTAs before their respective cut-off times. The minimum amount for a switch into another fund is RM1,000.00. There are no restrictions as to the number of switches a Unit Holder may perform or the frequency of switching. The Manager however, reserves the right to vary these terms.

**(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 participating IUTAs before their respective cut-off times.

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

- 1) completed application form; and
- 2) relevant supporting documents such as a photocopy of his 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).

However, 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 one hundred (100) Units or such other lower quantity as the Manager may from time to time decide (the minimum investment balance). The Manager may also refuse an entry of transfer during the fourteen (14) days preceding an income 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 unrepresented 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 the media. The Manager will ensure the accuracy of the price to the media 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.

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@rhbggroup.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.***

### **5.3 Mode of Distribution**

Distribution, 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 into the Fund.

***Unit price and distributions payable, if any, may go down as well as up.***

### **5.4 Additional Information**

#### **(a) 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**

### **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 (if any), participate in any increase in the value of the Units and to enjoy such 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 of the Fund or be entitled to interfere with or question the exercise by the Trustee or the Manager on his behalf of the rights of the Trustee as the registered owner of such assets.

### **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 trustee and manager 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 maximum charges allowable by the Deed and the actual charges paid by Unit Holders are as follows:

	Maximum Allowable Rate	Actual Rate Charged
Sales Charge	10.00% of the investment amount /purchase amount, net of bank charges (if any).	Up to 5.26% of the investment amount/purchase amount, net of bank charges (if any).

	Maximum Allowable Rate	Actual Rate Charged
Repurchase Charge	5.00% of the withdrawal amount / repurchase amount.	Nil.

### **6.2.2 Annual Management Fee**

According to the Deed, the maximum annual management fee the Manager is permitted to charge to the Fund is at the maximum rate below:

Maximum Allowable Rate
2.50% of the Net Asset Value.

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 amount of the management fee in relation to the size and composition of the investments of the Fund;
- (e) the success of the Manager in meeting the objective of the Fund;
- (f) the investment performance of the Fund in question; and
- (g) the maximum rate (stipulated above).

### **6.2.3 Annual Trustee Fee**

According to the Deed, the maximum annual trustee fee the Trustee is permitted to charge to the Fund is at the maximum rate below:

Maximum Allowable Rate
0.15% per annum of the Net Asset Value (excluding foreign custodian fees and charges).

In addition to the annual trustee fee, the Trustee may be paid by the Fund any expense properly incurred by the Trustee in the performance of its duties and responsibilities and for taking into custody any foreign assets of the Fund. Such custodian fee is determined in consultation with the Manager and shall not exceed the relevant prevailing market rate.

### **6.2.4 Increase in Fees and Charges**

Any increase in the actual sales charge, actual repurchase charge, annual management fees 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 sales charge, repurchase charge, annual management fees and annual trustee fees 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**

Only the expenses which are directly related and necessary to the business of the Fund may be charged to the Fund.

The expenses directly incurred by and charged to the Fund include but are not limited to commissions or fees paid to brokers; charges and fees paid to foreign sub-custodian; tax and other duties charged on the Fund by the government and other authorities; costs, fees and expenses properly incurred by the auditor appointed for the Fund; and other expenses allowed under the Deed.

Expenses associated with the management and administration of the Fund, such as general overheads and cost for services expected to be provided by the Manager shall not be charged to the Fund.

Expenses relating to the issue of this prospectus may not be charged to the Fund, where the Manager imposes a sales charge. Accordingly, the Manager has borne all costs relating to the issuance of this prospectus.

### **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 the Trustee 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 carried out in accordance with the relevant laws and 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 1965 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 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 vote held by every Unit Holder who is present in person or by proxy shall be proportionate to the number or to the value of units 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 voting. 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 and commenced operations on 23 December 2009.

**7.2 Board of Directors**

The board of directors of the Manager takes an active part in the affairs of the Manager and the unit trust funds under its management. The board of directors of the Manager meets at least once every three (3) months to receive recommendations and reports on investment activities from the investment committee, set policies and guidelines of the Manager and to review performance, financial and audit reports of the Manager. Additional meetings shall also be convened, should the need arises.

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. Encik Abdul Aziz Peru Mohamed (Senior independent non-executive director)

4. Puan Sharizad binti Juma'at (Non-independent executive director)

### **7.3 Functions of the Manager**

The Manager is responsible for the day-to-day administration of the Fund in accordance with the provisions of the Deed. The main roles, duties and responsibilities of the Manager include:

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

### **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
- 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.

#### **The designated fund manager of the Fund is Encik Nik Hazim Nik Mohamed.**

Encik Nik Hazim Nik Mohamed joined RHB Islamic International Asset Management Berhad as the head of equity on 12 October 2015 carrying 21 years of investment experience. He was previously the head of investment at Kenanga Islamic Investors Berhad and has been with the Kenanga Group for almost 7 years. He was trusted to manage and oversee investments in unit trust funds and private mandate portfolios. Prior to this, he was with Permodalan Nasional Berhad ("PNB") for 14 years and was involved in various aspects of PNB's fund management operations. During his stint in PNB, he was also the head of fund management at PNB's Singapore Unit Trust Limited and he managed geographically diverse funds for proprietary accounts and later on, unit trust funds quoted in Singapore. He also managed Malaysian centric unit trust funds for PNB and had two years of experience as head of product development for Amanah Mutual Berhad ("AMB"). AMB is a fully-owned subsidiary of PNB.

He graduated with an Honours Degree from Universiti Utara Malaysia in Bachelor in Business Administration majoring in Finance.

The designated fund manager of the Fund is supported by our investment team comprising of 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, there is no material litigation and arbitration, including those pending or threatened, and any facts likely to give rise to any proceedings which might materially and adversely affect the business/financial position of the Manager or any of its delegates.

**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 SC to advice on sukuk issuance, Islamic investment funds and all other approved Islamic capital market instruments.

**Roles and Responsibilities of the Shariah Adviser**

RHB Islamic Bank conducts monthly review of the Fund's property to ensure compliance with Shariah principle. The Shariah Committee of RHB Islamic Bank 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) Professor Dr. Joni Tamkin Borhan**

Prof. Dr. Joni Tamkin Borhan ("Prof. Dr. Joni Tamkin") is currently serving as senate member and head of department of Shariah and Economics, Academy of Islamic Studies, University of Malaya. He is also a Registered Shariah Individual under Securities Commission for Islamic Unit Trust Schemes.

Prof. Dr. Joni Tamkin was a member of the National Shariah Advisory Council on Islamic Banking and Takaful (NSAC) (1999 – 2004), Fellow at the Religious Department at Victoria University of Wellington (2002), Fellow at the University of Leiden, Holland (June – September 2004), Visiting Professor of Edinburgh University (January – October 2010) and also a member of Shariah Committee of MAA Takaful (2006 – current).

He was appointed as professor in 2007 and served as deputy director of undergraduate degree, Academy of Islamic Studies, and University of Malaya from September 2006 until August 2007.

He has published and written numerous books, articles and journals. He also participates as speaker for various workshops and conferences in various fields mostly in Islamic banking.

**(c) 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. 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).

He 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 *Siyasah Shar'iyah* (Shariah-oriented policy) for forums and seminars.

**(d) 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. 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;
- 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.

**(e) 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 the Securities Commission.

Currently, Encik Mohd Fadhly also serves as a member of Shariah committee of Sun Life Malaysia Takaful Bhd 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.

**(f) 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](http://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 13<sup>th</sup> 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 schemes.

**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 of the Fund. 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 ("CMSA") 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, CMSA and the Guidelines. In respect of monies paid by an investor for the application of Units, the Trustee's responsibility arises when the monies are received in the relevant account of the Trustee for the Fund and in respect of redemption, the Trustee's responsibility is discharged once it has paid the redemption amount to the Manager.

**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 the 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 Anti-Money Laundering and Anti-Terrorism Financing Provisions**

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

**8.5 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.

**8.6 Trustee's Disclosure of Material Litigation**

As at the Latest Practicable Date, 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.

**8.7 Consent to Disclosure**

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



**8.8 Trustee's Delegate**

The Trustee has appointed The Hongkong and Shanghai Banking Corporation Ltd as custodian of the quoted and unquoted local investments of the Fund. The assets of the Fund are held through their nominee company, HSBC Nominees (Tempatan) Sdn Bhd. If and when the Fund should invest overseas, HSBC Institutional Trust Services (Asia) Limited will be appointed as the custodian of the foreign assets of the Fund. Both The Hongkong And Shanghai Banking Corporation Ltd and HSBC Institutional Trust Services (Asia) Limited are wholly owned subsidiaries of HSBC Holdings Plc, the holding company of the HSBC Group. The custodian's comprehensive custody and clearing services cover traditional settlement processing and safekeeping as well as corporate related services including cash and security reporting, income collection and corporate events processing. All investments are registered in the name of the Trustee for the Fund or to the order of the Trustee for the Fund. 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 Fund 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  
6<sup>th</sup> Floor, Tower One  
HSBC Centre  
No 1 Sham Mong Road  
Kowloon, Hong Kong  
Telephone No: (852) 2822 1111              Fax No: (852) 2810 5259

**9. RELATED-PARTY TRANSACTION/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, structured products, 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, Malaysia

31 October 2016

Dear Sirs

**Re: Taxation of the Fund and Unit Holders**

This letter has been prepared for inclusion in the prospectus dated 13 January 2017 in connection with the offer of Units in the RHB Islamic Emerging Opportunity Unit Trust ("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<sup>1</sup>.

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.

Note 1: 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.

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

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 authorised 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 2013; or
- any development financial institution regulated under the Development Financial Institutions Act 2002; 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 or approved by the Labuan Financial Services Authority<sup>2</sup>; or
- A Sukuk Wakala, other than a convertible loan stock, issued in any currency by Wakala Global Sukuk Berhad; or

Note 2: Based on Finance Bill 2016, it is proposed that 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. The proposal is effective from YA 2017.

- 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; or
- 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.

***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. Based on the Finance Bill 2016, 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.

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.

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.

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. EXPERT'S 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 CONDITIONS**

### Exemption from Clause 3.04 (a) and (b):

Clause 3.04 (a) of the 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.

Three of the Manager's directors, i.e. Mr Patrick Chin Yoke Chung, Mr Chin Yoong Kheong and Encik Abdul Aziz Peru Mohamed, 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 11 February 2014, the Manager obtained approval for Encik Abdul Aziz Peru Mohamed to be exempted from clause 3.04 (a) of the Guidelines on Unit Trust Funds ("Guidelines"). Then, 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 two of the Manager's directors, namely, Mr Chin Yoong Kheong and Encik Abdul Aziz Peru Mohamed;
- there are clear disclosure in this prospectus relating to the aforesaid three 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, the Manager also obtained the approval for the Fund to be exempted 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. On 10 October 2016, the Manager obtained approval from the Securities Commission to be exempted from Clause 6.04 (a) of the Guidelines and 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;
- 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](mailto: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.

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**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 : \_\_\_\_\_

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

**ACCOUNT OPENING**

In compliance with the Capital Markets and Services Act 2007, this form should not be circulated unless accompanied by the relevant master prospectus(es)/ prospectus(es) and its supplementary(ies) if any. This form is to be completed by investors who wish to invest in the fund for which RHB Islamic International Asset Management Berhad act as the manager. You are advised to read it carefully as you shall be bound to the General Terms and Conditions enclosed with this form upon our acceptance of your application. Kindly complete this form in **BLOCK LETTER** and **BLACK INK** only. Incomplete application form and/or required documents submitted may cause the delay or rejection to your application.

\* Question **MUST** be answered. Please tick (✓) if this is a related party application. ☐ Please tick (✓) if this is a staff application. ☐

**ACCOUNT DETAILS**
**1. PARTICULARS OF APPLICANT** (must be 18 years of age and above from the date of this application)

* 1.1 Name (as per NRIC/Passport)		<input type="text"/>	
* 1.2 Name Title : (If any)	* 1.3 New NRIC Number	Old NRIC / Passport :	
* 1.4 Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female	* 1.5 Date of Birth	* 1.6 Marital Status : <input type="checkbox"/> Single <input type="checkbox"/> Widowed <input type="checkbox"/> Married <input type="checkbox"/> Divorced	
* 1.7 Nationality :	* 1.8 Race <input type="checkbox"/> Bumiputera <input type="checkbox"/> Chinese <input type="checkbox"/> Indian <input type="checkbox"/> Others		
* 1.9 Occupation:			
* 1.10 Household Annual Income: <input type="checkbox"/> RM50,000 & Below <input type="checkbox"/> RM50,001- RM150,000 <input type="checkbox"/> RM150,001- RM250,000 <input type="checkbox"/> Above RM250,000			
* 1.11 Number of years of experience in investment in unit trust	* 1.12 Investment Objectives <input type="checkbox"/> For Education <input type="checkbox"/> For Wealth Accumulation <input type="checkbox"/> For Retirement <input type="checkbox"/> Others Please specify		
* 1.13 Sources of Funds <input type="checkbox"/> Savings <input type="checkbox"/> Sale of Property <input type="checkbox"/> Sale of Investment <input type="checkbox"/> Others Please specify			
For Muslim Joint Applicant Only : Please tick (✓) one. Declaration of Hibah <input type="checkbox"/> Declaration of Wasi <input type="checkbox"/>			

**2. PARTICULARS OF JOINT APPLICANT** (if applicable)

* 2.1 Name (as per NRIC/Passport/ Birth Certificate)		<input type="text"/>	
* 2.2 Name Title : (If any)	* 2.3 New NRIC / Birth Cert No:	Old NRIC / Passport :	
* 2.4 Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female	* 2.5 Date of Birth	* 2.6 Relationship with principle applicant	
For Muslim Joint Applicant Only : Please tick (✓) one. Declaration of Hibah <input type="checkbox"/> Declaration of Wasi <input type="checkbox"/>			

**3. CONTACT DETAILS**

* 3.1 Permanent Address (as per NRIC Address)		* 3.2 Correspondence / Mailing Address (if Different) *	
<input type="text"/>		<input type="text"/>	
Postcode		Postcode	
Town / City		Town / City	
State		State	
* Country		* Country	
* 3.3 Office Tel. No:		* 3.4 Home Tel. No:	
* 3.5 Office Fax No:		* 3.6 Mobile No:	
* 3.7 E-Mail Address :			

**4. REDEMPTION/SWITCHING INSTRUCTION**

We confirm the redemption/switching instruction is to be signed by : (For Joint Applicants Account Only)

Please tick (✓) one.

☐ One to sign - Payment will be issued in the name of both Holders ☐ Both to sign - Payment will be issued in the name of Principal Holder only

**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: .....

## OPENING ACCOUNT FORM (CORPORATE)

In compliance with the Capital Markets and Services Act 2007, this form should not be circulated unless accompanied by the relevant master prospectus(es)/prospectus(es) and its supplementary(ies) if any. This form is to be completed by investors who wish to invest in the fund for which RHB Islamic International Asset Management Berhad act as the manager. You are advised to read it carefully as you shall be bound to the General Terms and Conditions enclosed with this form upon our acceptance of your application. Kindly complete this form in **BLOCK LETTER** and **BLACK INK** only. Incomplete application form and/or required documents submitted may cause the delay or rejection to your application.

11

## 1. PARTICULARS OF CORPORATE APPLICANT

[illegible]

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	Bumiputera	Non-Bumiputera	Others
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9

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\_\_\_\_\_

☐ For Investment☐ For Wealth Accumulation☐ Others

Please specify

☐ Internal Sources

☐ Sale of Property

☐ Sale of Investment

☐ Others

Please specify

## 2. CONTACT DETAILS

[illegible]

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[illegible][illegible][illegible]

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[illegible]

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: \_\_\_\_\_





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 &amp; 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 &amp; 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: