RHB MONEY MARKET FUND

Manager RHB Asset Management Sdn Bhd (174588-X) (A member of RHB Banking Group) Trustee
HSBC (Malaysia) Trustee Berhad (1281-T)
(A member of the HSBC Group)

This prospectus is dated 3 August 2017.

Constitution Date of the Fund: 8 December 2005

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 9.



Responsibility Statement

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

Statements of Disclaimer

The Securities Commission Malaysia has authorised the 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 said 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 Asset Management Sdn Bhd, the management company responsible for the said 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.

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DEFINITIONS

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

The stock exchange managed and operated by Bursa Malaysia Bursa Malaysia

Securities Berhad.

Business Day A day in which Bursa Malaysia is open for trading.

Deed Master deed dated 27 April 2004 (as modified via its first supplemental

master deed dated 8 June 2004, second supplemental master deed dated 19 October 2005, third supplemental master deed dated 8 December 2005, fourth supplemental master deed dated 28 February 2006, fifth supplemental master deed dated 9 March 2006, sixth supplemental master deed dated 22 September 2006, seventh supplemental master deed dated 15 December 2006, eighth supplemental master deed dated 30 January 2007, ninth supplemental master deed dated 9 April 2007, tenth supplemental master deed dated 14 May 2007, eleventh supplemental master deed dated 15 May 2007, twelfth supplemental master deed dated 27 June 2007, thirteenth supplemental master deed dated 24 December 2007, fourteenth supplemental master deed dated 28 February 2013, fifteenth supplemental master deed dated 4 September 2013, sixteenth supplemental master deed dated 2 March 2015, seventeenth supplemental master deed dated 8 May 2015 and eighteenth supplemental master deed dated 25 May 2015) and any other supplemental deeds as may be registered with the Securities

Commission 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 debt

securities markets and money markets.

FIMM Federation of Investment Managers Malaysia.

Fund RHB Money Market Fund ("MM Fund").

GST Goods and services tax.

Latest Practicable Date 31 May 2017.

Manager/Management Company RHB Asset Management Sdn Bhd.

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 of the Fund divided by the total number of Units

in circulation at that valuation point.

Repurchase Price The price (before deducting any repurchase charge) payable by the

> Manager to a Unit Holder of the Fund pursuant to the repurchase of a Unit. The Repurchase Price shall be the Net Asset Value per Unit as at the next valuation point of the Fund's relevant Business Day ("forward

pricing") after the repurchase request is received by the Manager. A repurchase charge, if any, will be computed separately based on the withdrawal amount/repurchase amount. The implementation of GST is effective from 1 April 2015 at the rate of 6% and the repurchase charge

payable (if any) is exclusive of GST.

Securities Commission ("SC") Securities Commission Malaysia.

Selling Price The price (before adding any sales charge) payable by an investor or a

Unit Holder of the Fund for the purchase of a Unit. The Selling Price shall be the Net Asset Value per Unit as at the next valuation point of the Fund's relevant Business Day ("forward pricing") after the application for Units is received by the Manager. A sales charge, where applicable, will be computed separately based on the investment amount/purchase amount, net of bank charges (if any). The implementation of GST is effective from 1 April 2015 at the rate of 6%

and the sales charge payable (if any) is exclusive of GST.

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 of the Fund and person(s) jointly so

registered and where applicable, includes the Manager.

CORPORATE DIRECTORY

MANAGER

RHB Asset Management Sdn Bhd

REGISTERED & PRINCIPAL OFFICE

Level 8, Tower 2 & 3 RHB Centre, Jalan Tun Razak 50400 Kuala Lumpur Tel: 03-9205 8000

Fax: 03-9205 8000

E-mail: rhbam@rhbgroup.com Website: www.rhbgroup.com

TRUSTEE

HSBC (Malaysia) Trustee Berhad 13th Floor, Bangunan HSBC, South Tower No. 2, Leboh Ampang 50100 Kuala Lumpur

Tel: 03-2075 7800 Fax: 03-2179 6511

1. FUND INFORMATION

1.1 Basic Information

1.1.1 Name of the Fund

RHB Money Market Fund.

1.1.2 Fund Category

Money market fund.

1.1.3 Financial Year End

31 December.

1.1.4 Name of Trustee

HSBC (Malaysia) Trustee Berhad.

1.2 Investment Objective, Strategy and Policies

1.2.1 Investment Objective

This Fund aims to provide investors with a high level of liquidity whilst providing reasonable returns by investing in low risk investments.

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

^Note: Redemption monies of this Fund will generally be paid the day following the next business day (a working day when the Manager is open for business) after receipt by the Manager of request to repurchase.

1.2.2 Investment Strategy

This Fund seeks to achieve its objective through investments in a portfolio of money market instruments and other short term debentures and placements of deposits with financial institutions. Investment in debentures issued by financial institutions or private entities must at the point of purchase, carry a credit rating of at least A/P3 by RAM Rating Services Berhad or its equivalent rating by any other rating establishment. Should the ratings thereafter be downgraded below the said minimum credit rating, such papers shall be disposed off within a reasonable time frame taking into consideration prevailing market conditions and factors.

Thus, this Fund's portfolio will be structured as follows:

90% - 100% of Net Asset Value

 Investments in debentures, money market instruments and placements of deposits ("Permitted Investments") with financial institutions which have a remaining maturity period of not more than 365 days.

0% - 10% of Net Asset Value

 Investments in debentures, money market instruments and placements of deposits with financial institutions which have a remaining maturity period of more than 365 days but less than 732 days. Although the Fund is actively managed, its fund management strategy will depend on the interest rate environment and the anticipated redemption requests by Unit Holders. Specific risks associated with such securities and investments are as elaborated in section 2.2.

For investments in foreign markets, the Manager in managing the principal risks such as country risk and currency risk will always take into consideration its evaluation of the historical developments and its prior experience in such markets. Such practice will be managed through active management and constant review of the economic and political developments of the countries invested. Investments will ultimately be made based on risk-reward.

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, countries and asset classes and/or type of investments (i.e. bonds and money market instruments). Financial derivatives may also be used for hedging purposes where 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 as set out in the Deed.

The performance of this Fund is benchmarked against the Interbank Overnight Deposit Rates as published by Bank Negara Malaysia. The benchmark selected is a reflection of the Fund's objective to provide a high level of liquidity to the investors. For ease of reference, investors may refer to local newspapers or Bank Negara Malaysia's website, **www.bnm.gov.my** for this indicator. Investor should note that the risk profile of the Fund is different from the risk profile of the benchmark.

1.2.3 Collective Investment Schemes

The Manager will only make such investments where the Manager expects those investments to complement the objective and enhance the performance of this Fund. In addition, the Manager will only make such investments if the target fund is registered/ authorised/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 investments in collective investment schemes (if any) shall always be subject to the restrictions stipulated in section 1.3 (h) and (k).

1.2.4 Financial Derivatives

The Manager may participate in futures contracts and other financial derivatives, when appropriate. The category of financial derivatives to be participated in shall be interest rates futures contracts and bonds futures contracts, or any other categories and/or types of futures contracts or financial derivatives that may be allowable by the relevant authorities from time to time. The Fund's participation in financial derivatives is basically to hedge the portfolio from any unexpected interest rate movement in the underlying fixed income market and also the portfolio's exposure to foreign currency volatility. The benefit of any upside of interest rate movement in the underlying fixed income market or currency movement is limited. The purpose is to protect the value of the portfolio. When participating in such instruments, the Manager will monitor the derivative valuation and credit ratings of the financial institutions as counterparty to the instruments, where applicable and take appropriate actions to mitigate any risk associated with such instruments. This may extend to unwinding of derivative instruments in the event where there is a need to terminate current position due to reversal in market movement, redemption in units or upon downgrade of the credit ratings of the financial institutions. The Fund's net market exposure owing to its financial derivatives positions must not exceed the Net Asset Value.

1.2.5 Foreign Securities

The Manager may invest up to 30% of the Net Asset Value in fixed income securities of foreign markets where its regulatory authority is a member of the International Organization of Securities Commissions (IOSCO).

The Fund will invest in fixed income securities listed on or traded in Asia Pacific ex Japan markets (such as Australia, China, Hong Kong SAR, India, Indonesia, New Zealand, Philippines, Singapore, Vietnam, South Korea, Sri Lanka, Taiwan and Thailand) including fixed income securities of Asia Pacific ex Japan companies that are listed on or traded in non-Asia Pacific ex Japan markets (such as the New York Stock Exchange and the London Stock Exchange) and/or fixed income securities issued and/or guaranteed by governments or quasi-government agencies.

When investing in foreign markets which require prior permission or approval such as in the form of an investment licence or investor code or investor registration, the Fund has/will obtain such necessary permission or approval in order to invest in such markets.

In undertaking these foreign investments, the Manager may invest directly in fixed income securities and/or may invest through other collective investment schemes (provided the investment mandate of the scheme complements the Fund's investment objective and other conditions as set out in section 1.2.3), where appropriate.

1.2.6 Liquid Assets

The Manager in structuring this Fund's portfolio will maintain a minimum liquid assets level of 0.5% of the 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 risks when circumstances warrant it.

This Fund shall not borrow in connection with its activities or lend any of its cash or investments unless permitted by the relevant laws pertaining to unit trust funds. However, the Fund may borrow cash on a temporary basis (i.e. not more than one month) from financial institutions to meet redemption requests. Such borrowing shall not exceed ten (10) per cent of the Net Asset Value at the time the borrowing is incurred.

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

1.2.7 Distribution Policy

Consistent with the Fund's objective to provide reasonable returns, the Fund will distribute a substantial portion of its returns to Unit Holders. Distributions, if any, after deduction of taxation, if any, and expenses, are generally declared annually and will be reinvested.

1.3 Permitted Investments and Restrictions

This Fund may invest in debentures traded on Bursa Malaysia or any other market considered as an Eligible Market; Malaysian government securities, treasury bills, Bank Negara Malaysia certificates/bills, government investments certificates; other obligations issued or guaranteed by the Malaysian government, Bank Negara Malaysia, state governments and government-related agencies; Malaysian currency balances in hand, Malaysian currency deposits with financial institutions; negotiable instruments of deposits, bankers acceptances; cagamas bonds, unlisted loan stocks and corporate bonds traded in the money market and either bank-guaranteed or carrying at least an A/P3

rating by RAM Rating Services Berhad or its equivalent rating by any other rating establishment; other collective investment schemes; financial derivatives and any other investments permitted by the Securities Commission from time to time ("permitted investments").

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

- a) The value of the Fund's investments in permitted investments which have a remaining maturity period of not more than 365 days must not be less than ninety (90) 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 permitted investments which have a remaining maturity period of more than 365 days but fewer than 732 days 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 debentures and money market instruments issued by any single issuer 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.
- d) The value of the Fund's investments in debentures and money market instruments issued by any single issuer may exceed twenty (20) per cent but must not exceed thirty (30) per cent of the Net Asset Value, or any other limit as may be prescribed by the Securities Commission from time to time, provided the debentures are rated by any domestic or global rating agency to be of the best quality and offer highest safety for timely payment of interest and principal.
- e) The value of the Fund's placement in 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.
- f) The value of the Fund's investments in debentures and money market instruments issued by any group of companies must not exceed thirty (30) 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 aggregate value of the Fund's investments in debentures, money market instrument and deposits 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.
- h) The value of the Fund's investments in Units/shares of any 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.
- The Fund's investments in debentures must not exceed twenty (20) per cent of the 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 money market instruments must not exceed twenty (20) per cent of the securities 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 collective investment schemes must not exceed twenty five (25) per cent of the Units/shares in any 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

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restrictions is permitted where the limits or restrictions is breached through an appreciation or depreciation of the Net Asset Value (whether as a result of an appreciation or depreciation of the investments, or as a result of repurchase of units 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 securities / instruments that are issued or guaranteed by the Malaysian government or Bank Negara Malaysia.

1.4 Investment Philosophy

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

1.5 Investment Approach

The Manager's investment approach when making investments in debentures, money market instruments and placements of deposits with financial institutions will evolve around the following principles:-

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

2. RISK FACTORS

2.1 General Risks of Investing in Unit Trusts

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

General Risks

a) Management Risk

Inadequate expertise of a management company in dealing with the day-to-day management of the Fund will jeopardize the investment of Unit Holders through the risk of reduced returns and in some cases the Unit Holders may also lose the capital invested in the Fund.

b) Inflation/Purchasing Power Risk

The purchasing power of Unit Holders' money may not keep pace with inflation. Inflation reduces the purchasing power of money. There is a risk that the value of Unit Holders' money invested in the Fund and the value of any returns thereof will be reduced by inflation.

c) Redemption Risk

The ability of the Fund to honour requests for redemption in a timely manner is subject to the Fund's holding of adequate liquid assets and/or its ability to borrow on a temporary basis as permitted by the relevant laws.

d) Loan Financing Risk

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

- i) the ability to service the loan repayments or financing instalments 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 of the Fund are used as collateral to the loan or financing) the ability to provide additional collateral should the unit prices of the Fund fall beyond a certain level

[Please see Unit Trust Loan Financing Risk Disclosure Statement in the application form]

e) Risk of Non-Compliance

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

f) Returns are not Guaranteed

There is no guarantee on the investment returns to Unit Holders. Unlike fixed deposits which carry a specific rate of return, the Fund does not provide a fixed rate of return.

Investments Risks

a) Counterparty Risk

The Fund's placements of cash or deposits with licensed financial institutions are subject to the risk of the counterparty. Counterparty risk refers to the possibility that the licensed financial institutions where cash placements or deposits placements are made will not be able to make timely payments of interest and/or principal repayment on demand or prior to the maturity date. This may lead to a default in the payment of principal and/or interest and ultimately a reduction in the value of the Fund.

b) Fund Management Risk

The selection of securities of the Fund or placement of cash or deposits which make up the assets of the Fund is a subjective process and depends on the expertise of the fund manager in carrying out the investment management function of the Fund. The securities selected or deposits placed by the Manager may perform better or worse than the overall market, or as compared to similar portfolios managed by our competitors.

c) Liquidity Risk

This refers to the ease with which a security can be sold at or near its fair value depending on the volume traded on the market. Should a security become illiquid, it may be sold at a discount to its fair value, thus lowering the value of the Fund's investments and subsequently the value of Unit Holders' investments.

2.2 Specific Risks when Investing in the Fund

As this Fund's portfolio will comprise mainly of short term debentures, money market instruments and placements of deposits in financial institutions, the risks peculiar to this Fund are:

(a) Interest Rate Risk

Interest rate risk is crucial in this Fund since debentures, money market instruments and deposits portfolio management depends on forecasting interest rate movements. Interest rate changes could affect the Fund's portfolio adversely if the strategy taken by the fund manager differs from the actual outlook of the interest rates market. With respect to debentures, prices of debentures generally move in opposite direction with interest rates. When interest rates rise, prices of debentures will generally fall. This rise in interest rate would cause the investor to face the risk of capital loss. But when interest rates fall, prices of debentures would generally increase, therefore, investors would see capital gains. In order to mitigate interest rates exposure of the Fund, the Manager will manage the duration of the portfolio via shorter or longer tenured debentures, money market instruments and deposits depending on the view of the future interest rate trend of the Manager, which is based on its continuous fundamental research and analysis.

(b) Credit/Default Risk

This refers to the creditworthiness of the debenture issuer and its expected ability to make coupon payments and/or repay or pay the principal in a timely manner. Default happens when the issuer is not able to make timely coupon or profit payments and/or repay or pay the principal in a timely manner thus lowering the value of the Fund's investments and subsequently the value of Unit Holders' investments.

(c) Inflation/Purchasing Power Risk

Inflation can be defined as increases of the price level of goods and services and is commonly reported using the consumer price index as a measure. Inflation is one of the major risks to investors and results in uncertainty over the future value of the investments. Inflation reduces purchasing power of money. In an inflationary environment, fixed income securities are exposed to higher inflation risks than equities due to its fixed returns nature as compared to equities whose returns are variable.

3. VALUATION OF ASSETS

The Fund must be valued at least once every Business Day. However, certain foreign markets in which the Fund may invest in have different time zones from that of Malaysia.

Valuation of the Fund for a Business Day will be conducted before 5.00 pm on the following day in which the Manager is open for business, when the closing prices of the foreign markets for that Business Day would be available.

As such, the daily price of the Fund for a particular Business Day will not be published in the major newspapers 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 major newspapers.

Illustration

For the market close of 9 August 2017 (Wednesday), the valuation date will be the next day in which the Manager is open for business, that is, 10 August 2017 (Thursday). Thus, the major newspapers' publication date for the price as at 9 August 2017 (Wednesday) will be on 11 August 2017 (Friday).

Investors may however obtain the most current computed prices by contacting the Manager directly or visiting our website, **www.rhbgroup.com** [please refer to section 5.5 (g) (Availability of Information on Investment)].

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

Accordingly, where applicable:

(i) Listed local and foreign securities

Listed local and foreign 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 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 securities for a period exceeding fourteen (14) days, or such shorter period as agreed by the Trustee.

then the 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) Unlisted fixed income securities

Investments in unlisted fixed income securities denominated in Ringgit Malaysia will be valued on a daily basis by reference to the fair value prices quoted by a bond pricing agency (BPA) registered with the Securities Commission. However, where quotations are not available, such fixed income securities will generally be valued on a weekly basis or as and when appropriate, by reference to the average indicative yield quoted by three independent and reputable financial institutions in over-the-counter market at the close of trading. These institutions include investment banks and commercial banks dealing in fixed income securities.

In a case where the Manager is of the view that the market yield for a specific unlisted fixed income security differs by more than 20 basis points from the price quoted by BPA, the Manager may use its own view of the market yield for a specific unlisted fixed income security, provided that the Manager records its basis for using a non BPA price, obtains necessary internal approvals to use the non BPA price and keeps an audit trail of all decisions and basis for adopting its own view of the market yield.

However, when the Manager, after taking all reasonable efforts, is unable to obtain quotations from BPA or quotations from three independent and reputable financial institutions due to circumstances such as extreme market conditions, such local and foreign unlisted fixed income securities will be valued according to an alternative method determined in good faith by the Manager, which has been verified by the auditor of the Fund and approved by the Trustee provided that the Manager records its basis for using the alternative method having obtained necessary internal approvals to use the alternative method and the Manager keeps an audit trail of all decisions and basis for adopting the alternative method. Any alternative method shall be consistently applied unless advised otherwise by the auditor of the Fund and the Trustee.

(iii) Unlisted securities

Investment in unlisted 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.

(iv) Collective investment schemes

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 collective investment schemes, the value shall be determined by reference to Manager's last published repurchase price of a Unit for that unlisted collective investment scheme.

(v) Financial derivatives

Exchange traded financial derivatives positions will be "marked to market" at the close of each trading day. In respect of OTC derivatives, the Manager has access to the resources of specialists to verify the reasonableness of the prices quoted by the issuer whenever the Manager considers it necessary to do so.

(vi) Cash and deposits

Cash and deposits placed with financial institutions will be valued each day by reference to the principal value of such investments and the interest accrued thereon for the relevant period.

(vii) Money market instruments

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

Foreign exchange translation into RM for a particular Business Day is determined based on the 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 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 of the Fund are as follows:

(a) Sales Charge

The Manager will not impose any sales charge on an investor's investment amount/purchase amount, net of bank charges (if any).

Illustration

Say, an investor makes an investment of RM10,000.00 at the Selling Price of RM1.0000 and there is no sales charge, the investor will pay a total of RM10,000.00 as follows:

Investment amount = RM
$$10,000.00$$

Add: sales charge = RM NIL
Total amount paid by the investor = RM $10,000.00$

The investor will be allotted with 10,000.00 Units calculated as follows:

Units allotted is calculated as
$$\frac{RM10,000.00}{RM1.0000*} = 10,000.00 \text{ Units**}$$

- * Unit price is rounded to the nearest 4 decimal places.
- ** Units computed are rounded to the nearest 2 decimal places.

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

From the sales charge or transaction fee received from investors for the Fund, the Manager pays no more than the entire sales charge or transaction fee as mentioned above as selling commission to its distributors for the Fund

(b) Repurchase Charge

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

Illustration

Say, an investor redeems 23,380.87 units of the Fund at the Repurchase Price of RM 0.4277 (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 (23,380.87 Units x RM0.4277) = RM 10,000.00

Less: repurchase charge = RM (NIL)

Net amount payable to the investor = RM 10,000.00

(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 allows switching of Units. A switching fee will be imposed on Unit Holders switching between funds under management (that allow switching). A switching fee of RM25.00 will be imposed and deducted from the redemption amount of the Units to be switched for a switch between funds that impose a similar sales charge or a switch to a fund that impose a lower sales charge. Unit Holders switching to a fund that imposes a higher sales charge will pay the difference in sales charge which is deductible from the redemption amount of the Units 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 in **MM Fund** at the Repurchase Price of RM0.4277 and wishes to invest in **another unit trust fund under the management** of the **Manager (that allows switching)** at the Selling Price of RM0.5215.

Proceeds from switch (MM Fund) (5,000 Units x RM0. 4277)	=	RM	2,138.50
Less: Switching fee RM25.00 GST ¹ (6% of RM25.00)	=	RM RM	(25.00) (1.50)
Net proceed from switch:	=	RM	2,112.00
Proceeds from MM Fund invested in another trust fund managed by the Manager:	unit		RM2,112.00
		_	RM0.5215
		=	4049.86 Units**

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

¹ The implementation of GST is effective 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 fee¹ of RM5.00 for each transfer.

¹ The implementation of GST is effective 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) Manager's Fees

The Manager is entitled to a management fee¹ of zero point five per cent (0.50%) 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.

Illustration: Calculation of annual management fee

Assuming that the Net Asset Value (before deducting the Manager's fee and Trustee's fee) of the Fund for a particular day is RM105,000,000.00 and assuming the annual management fee is at the rate of one point five per cent (0.50%) per annum¹, the calculation of the management fee of the Fund for that particular day is as follows:

RM105,000,000.00 x 0.50% ¹ 365 days*	=	RM1,438.36
Add: GST (6% of RM1,438.36)	=	RM86.30
Total management fee payable for that particular day	=	RM1,524.66

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

(b) Trustee's Fees

The Trustee is entitled to a trustee fee¹ of up to zero point zero five per cent (0.05%) 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.

Illustration: Calculation of annual trustee fee

Assuming that the Net Asset Value (before deducting the Manager's fee and Trustee's fee) of the Fund for a particular day is RM105,000,000.00 and assuming the trustee fee is at the rate of zero point zero seven per cent (0.05%) per annum¹, the calculation of the trustee fee of the Fund for that particular day is as follows:

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

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

_	RM105,000,000.00 x 0.05% ¹ 365 days*	=	RM143.84
	Add: GST (6% of RM143.84)	=	RM8.63
	Total trustee fee payable for that particular day	=	RM152.47

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

(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, custodial charges, cost of distribution of interim and annual reports, tax certificates, reinvestment statements or distribution cheques (where applicable) 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 paid to brokers, other transaction costs and taxes, if any, that are also paid out of the Fund.

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

4.3 Reduction or Waiver of Fees and Charges

The Manager may, for any reason at any time, waive or reduce the amount of its management fee only or all 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 ("GST")

All fees and charges payable to the Manager and the Trustee are subject to any applicable taxes and/or duties (including but not limited to GST) as may be imposed by the government or other authorities from time to time.

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

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

5. TRANSACTION INFORMATION

5.1 Pricing Policy

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

5.2 Computation of Purchase of Units

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

Illustration

Daily Net Asset Value Units in circulation	RM 154,394,296.81 149,719,000
Net Asset Value per Unit	RM 154,394,296.81 149,719,000
	= RM 1.0312*

^{*}Rounded to the nearest 4 decimal places.

Say, an investor makes an investment of RM10,000.00 at the Selling Price of RM 1.0312 (which is the Net Asset Value per Unit as at the next valuation point) and as there is no sales charge, the investor will pay a total of RM10,000.00 as follows:

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

The investor will be allotted with 9,697.44 Units calculated as follows:

Units allotted is calculated as
$$\frac{\text{RM10,000.00}}{\text{RM 1.0312*}} = 9,697.44 \text{ Units**}$$

5.3 Computation of Redemption of Units

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

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

Illustration

Daily Net Asset Value Units in circulation	RM83,363,203.60 198,884,000.00
Net Asset Value per Unit	RM83,363,203.60 198,884,000.00
	= RM 0 4277*

^{*}Rounded to the nearest 4 decimal places.

Say, an investor redeems 23,380.87 Units at the Repurchase Price of RM 0.4277 (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 (23,380.87 Units x RM0. 4277)	=	RM	10,000.00
Less: repurchase charge	=	RM	NIL
Net amount payable to the investor	=	RM =	10,000.00

5.4 Pricing Error Policy

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

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

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

5.5 Transaction Details

(a) How to Purchase and Redeem Units

When purchasing units of the Fund, investors must forward the following:

- 1) completed application form (account application form and purchase/switch form);
- necessary remittance advice/deposit slip* (all payments shall be drawn to "RHB Asset Management Sdn Bhd – Money Market" and deposited into RHB Bank Berhad, A/C No.: 21423100039055); and

^{*}Generally, cleared funds will be deemed to have been received as follows:

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

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

to the Manager's registered/principal office or any of its branch offices, or to any of its authorised sales agents or participating Institutional Unit Trust Advisers (IUTAs) before their respective cut-off times.

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

Similarly, units of the Fund can be redeemed by forwarding the completed form of request to repurchase to the Manager's registered/principal office or any of its branch offices, or to any of its authorised sales agents or participating IUTAs before their respective cut-off times

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

*These are the working days when the Manager is open for business.

Illustration

Say a Unit Holder decides to redeem 5,000 units in the Fund on 9 August 2017, he will receive the proceeds of redemption on 11 August 2017.

Redemptions for the Fund should be of at least five thousand (5,000) Units or such other lower quantity as the Manager may from time to time decide. There are no restrictions on 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 five thousand (5,000) Units or such other lower quantity as the Manager may from time to time decide (the minimum investment balance) for the Fund.

(b) Cooling-off Period

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

- (i) a staff of the Manager; or
- (ii) a person registered with a body approved by the SC 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 Net Asset Value per Unit of the Fund on the day the Units were purchased; and

(b) the sales charge or transaction fee originally imposed on the day the units of the Fund were purchased.

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

*These are the working days when the Manager is open for business.

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

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

(c) Where Units can be Purchased or Redeemed

Units can be purchased or redeemed at the Manager's registered/principal office or at any of its branch offices, or from any of its authorised sales agents or participating Institutional Unit Trust Advisers (IUTAs). For further information, please call our help-desk Toll-Free Hotline number: 1-800-88-3175 at any time during our office hours: Mondays through Fridays from 9.00 a.m. – 5.00 p.m. or email your enquiries to **rhbam@rhbgroup.com** or visit our website, **www.rhbgroup.com**.

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

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

(d) How to Switch between Funds

Investors may switch between Funds by forwarding the completed form of request to switch to the Manager's registered/principal office or any of its branch offices, or to any of its authorised sales agents or participating Institutional Unit Trust Advisers (IUTAs), before their respective cut-off times. The minimum amount for a switch to 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 any of its branch offices, or to any of its authorised sales agents or participating Institutional Unit Trust Advisers (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 five thousand (5,000) Units. The Manager may also refuse an entry of transfer during the fourteen (14) days preceding a distribution date.

(f) Unclaimed Monies

All money payable to a Unit Holder may be paid by cheques. In the event any of the cheques is not presented for payment by the date which falls six (6) months from the date of the cheque, the Unit Holder may request the Manager to arrange for the monies to be paid by a replacement cheque to the Unit Holder. However, after the lapse of one (1) year from the date of the cheque, the Manager shall file and pay the unpresented payments to the Registrar of Unclaimed Moneys and 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 in the Fund, the value of the investment can be monitored easily as the unit price of the Fund is published daily in the major newspapers and at our website, www.rhbgroup.com. The Manager will ensure the accuracy of the price of the Fund to the press for publication. The Manager, however, will not be held liable for any error or omission in the price published as this is beyond the Manager's control. In the event of any conflict between the price published and the price computed by the Manager, the Manager's computed price shall prevail.

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

In addition, the Manager has a help-desk service specially set-up to assist customers and investors in their enquiries pertaining to their investments. Customers or investors may call our help-desk Toll-Free-Phone number: 1-800-88-3175 at any time during our office hours: Mondays through Fridays from 9.00 a.m. – 5.00 p.m. or e-mail their enquiries to **rhbam@rhbgroup.com**.

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

Investors must not make payment in cash to any individual agent when purchasing units of the Fund.

The Fund's annual report is available upon request.

(h) Dealing Hours

9:00 a.m. to 4:00 p.m. (Malaysia time) on any Business Day or such later time as the Manager may determine provided always that complete applications for the Fund are received before the next valuation point.

5.6 Mode of Distribution

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

No sales charge/transaction fee 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.

6. SALIENT TERMS OF THE DEED

As at the Latest Practicable Date, the principal deed and supplemental deeds for the Fund is as listed below:

Name of Fund	Master Deed / Deed	Supplemental Deed
RHB Money Market Fund	27 April 2004	8 June 2004
	27 April 2004	19 October 2005
		8 December 2005
		28 February 2006
		9 March 2006
		22 September 2006
		15 December 2006
		30 January 2007
		9 April 2007
		14 May 2007
		15 May 2007
		27 June 2007
		24 December 2007
		28 February 2013
		4 September 2013
		2 March 2015
		8 May 2015
		25 May 2015

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 the Fund.

Accordingly, only investors whose applications for units in the Fund are successfully processed are recognised as Unit Holders.

6.1.2 Rights of Unit Holders

Unit Holders shall have the right, amongst others, to the following:

- (a) to receive distributions of the Fund, participate in any increase in the capital value of the Units and to other rights and privileges as set out in the Deed;
- (b) to call for Unit Holders' meetings, and to vote for the removal of the Trustee or the Manager through a special resolution as provided for in the Deed;
- (c) to exercise the cooling-off right, if applicable; and
- (d) to receive annual reports, interim reports or any other reports of the Fund.

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

6.1.3 Liabilities of Unit Holders

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

6.2 Fees, Charges, and Expenses Permitted by the Deed

6.2.1 Sales Charge, Repurchase Charge and Transaction Fee

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

	Sales Charge / Transaction F	² ee:
Fund	Maximum Allowable Rate	Actual Rate Charged
	(% of investment / purchase amount, net of bank charges	(% of investment / purchase amount, net of bank charges
	(if any))	(if any))
MM Fund	10.00	None

	Repurchase Charge / Transactio	n Fee:
Fund	Maximum Allowable Rate	Actual Rate Charged
MM Fund	10.00% of withdrawal amount / repurchase amount	None

6.2.2 Maximum Annual Management Fee

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

Fund	Maximum Allowable Rate
	(% of the Net Asset Value)
MM Fund	2.00

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

- (a) the nature, quality and extent of the services provided by the Manager;
- (b) the amount of the management fee in relation to the size and composition of the investments of the Fund;
- (c) the success of the Manager in meeting the objective of the Fund;
- (d) the investment performance of the Fund: and
- (e) the maximum allowable rate.

6.2.3 Maximum Annual Trustee Fee

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

Fund	Maximum Allowable Rate
MM Fund	0.15% per annum of the Net Asset Value subject to a minimum of RM18,000

In addition to the annual trustee fee, the Trustee may be paid by the Fund for any expenses properly incurred by the Trustee in the performance of its duties and responsibilities and for taking into custody any assets or investments of the Fund. 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 fees and charges (i.e. sales charge, repurchase charge, annual management and annual trustee fees) above the level disclosed in this prospectus (but below the maximum rate prescribed in the Deed) can be made by way of a supplementary prospectus. However, any increase in the sales charge, repurchase charge, annual management and annual trustee fees above the maximum rate prescribed in the Deed can only be made by way of a supplemental deed which will require Unit Holders' approval before the issuance of a supplemental deed and a supplementary prospectus.

6.2.5 Other Permitted Expenses of the Fund

Only the expenses which are authorised by the Deed and/or allowed under any relevant laws as disclosed in the prospectus may be charged to the Fund.

The expenses directly incurred by and charged to the Fund include but are not limited to the list of expenses disclosed in this prospectus (section 4.2 (c) Other Expenses Directly Related to the Fund).

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

Expenses relating to the issuance 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 and replaced by the Trustee on the grounds that the Manager:

- 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 been given notice to the Manager of that opinion and the reasons for that opinion, 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 terms and conditions under the Deed.

6.3.3 Removal and Replacement of the Trustee

The Trustee may be removed by the Manager if:

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

6.3.4 Retirement of the Trustee

The Trustee may retire by giving 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:
 - Where authorization 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 not asset.
- (b) By the Trustee if a Unit Holders meeting is summoned by the Trustee to pass a special resolution in order to terminate and wind-up the Fund and thereafter the Trustee must obtain an order from the court to confirm the said special resolution.
- (c) By the Unit Holders if a Unit Holders meeting is summoned by the Unit Holders to pass a special resolution to terminate and wind-up the Fund.

6.5 Unit Holders Meeting ("Meeting")

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

6.5.1 Ouorum

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

6.5.2 Manner of Voting and Resolution

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

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

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

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

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

7. THE MANAGEMENT AND ADMINISTRATION OF THE FUND

7.1 The Manager

The Manager, RHB Asset Management Sdn Bhd ("RHBAM"), is a wholly-owned subsidiary of RHB Investment Bank Berhad ("RHBIB"). The Manager is a holder of a Capital Markets Services License issued under the Capital Markets and Services Act 2007. The Manager has been in operation since 1989.

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 arise

The board of directors of the Manager are as follows:

- 1. Mr Patrick Chin Yoke Chung (Non-independent non-executive chairman)
- 2. Encik Abdul Aziz Peru Mohamed (Senior independent non-executive director)
- 3. Ms Ong Yin Suen (Non-independent non-executive director / managing director)
- 4. Mr Chin Yoong Kheong (Independent non-executive director)
- 5. Dr. Ngo Get Ping (Independent non-executive director)
- 6. Ms Choo Shan (Independent non-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 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 proper records of the Fund;
- Issuing the Fund interim and annual reports to Unit Holders;
- Distribution of income to Unit Holders (if any); and
- Marketing the Fund to potential investors.

The Manager is a member of FIMM. It maintains a tied sales agency force which is duly registered with FIMM which markets and distributes its proprietary unit trust funds to prospective investors. It also has an IUTA arrangement with RHB Bank Berhad and/or such other approved distributors as may be appointed by the Manager from time to time.

7.4 The Investment Committee

Functions of the Investment Committee

The investment committee is responsible for formulation of the investment policies and investment strategy for the Fund. It has broad discretionary authority over the investments of the Fund. The investment committee also oversees the activities of the fund manager who is responsible for research, securities recommendation and asset allocation.

The investment committee meets at least once every three (3) months and has the responsibility to decide and approve the following:-

RHB MONEY MARKET FUND

- Asset allocation:
- Schedule of securities for purchase and disposal:
- Risk exposure, e.g. country and specific market risks; and
- Schedule of income distribution to Unit Holders.

The fund manager will fine tune the asset allocation in response to periodic changes in the prevailing market condition, particularly interest rates movements and sales operations.

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 is Michael Chang Wai Sing.

Michael Chang Wai Sing ("Mr. Chang") is the chief investment officer for fixed income in RHB Asset Management Sdn Bhd ("RHBAM"). He has more than 17 years of fund management experience, specializing in fixed income investments for insurers and asset management companies. Prior to joining RHBAM, he was with MCIS Insurance Bhd for 8 years managing both life and general insurance portfolios.

His strong investment acumen is recognized by the market. He was awarded the "Most Astute Investor in Asian Local Currency Bonds" for Malaysia by Asset Benchmark Research, where he ranked no. 1 in the "top ten astute investors in Malaysia" for three consecutive years in 2014, 2015 and 2016.

Mr. Chang is a national member of the ACI-Malaysia – The Financial Markets Association ("PPKM"). Prior to gaining his membership, he was a distinction and award recipient for the Pasaran Kewangan Malaysia Certificate ("PKMC").

The designated fund manager 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 relevant 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

As at the 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 and/or financial position of the Manager.

7.7 Other Information

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

8. THE TRUSTEE OF THE FUND

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

8.1 Experience in Trustee Business

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

8.2 Duties and Responsibilities of the Trustee

The Trustee's main functions are to act as trustee and custodian of the assets of the Fund and to safeguard the interests of Unit Holders 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 and the Securities Commission's Guidelines on Unit Trust Funds ("Guidelines"). Apart from being the legal owner of the Fund's assets, the Trustee is also responsible for ensuring that the Manager performs its duties and obligations in accordance with the provisions of the Deed, Capital Markets and Services Act 2007 and the Guidelines. In respect of monies paid by an investor for the application of Units, the Trustee's responsibility arises when the monies are received in the relevant account of the Trustee for the Fund and in respect of redemption, the Trustee's responsibility is discharged once it has paid the redemption amount to the Manager.

8.3 Trustee's Statement of Responsibility

The Trustee has given its willingness to assume the position as trustee of the Fund and all the obligations in accordance with the Deed, all relevant laws and rules of law. The Trustee shall be entitled to be indemnified out of the Fund against all losses, damages or expenses incurred by the Trustee in performing any of its duties or exercising any of its powers under this Deed in relation to the Fund. The right to indemnity shall not extend to loss occasioned by breach of trust, wilful default, negligence, fraud or failure to show the degree of care and diligence required of the Trustee having regard to the provisions of the Deed.

8.4 Trustee's Disclosure of Material Litigation

As at 31 May 2017, the Trustee is not engaged in any material litigation and arbitration, including those pending or threatened, and is not aware of any facts likely to give rise to any proceedings which might materially affect the business/financial position of the Trustee and any of its delegates.

8.5 Trustee's Delegate

The Trustee has appointed the Hongkong and Shanghai Banking Corporation Ltd as the custodian of both the local and foreign assets of the Fund. For quoted and unquoted local investments of the Fund, the assets are held through their nominee company, HSBC Nominees (Tempatan) Sdn Bhd. The Hongkong and Shanghai Banking Corporation Ltd is a wholly owned subsidiary of HSBC Holdings Plc, the holding company of the HSBC Group. The custodian's comprehensive custody and clearing services cover traditional settlement processing and safekeeping as well as corporate related services including cash and security reporting, income collection and corporate events processing. All investments are registered in the name of the Trustee or to the order of the Trustee. The custodian acts only in accordance with instructions from the Trustee.

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

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

Particulars of the Trustee's Delegate

For foreign asset:

The Hongkong And Shanghai Banking Corporation Limited

6/F, Tower 1,

HSBC Centre,

1 Sham Mong Road, Hong Kong.

Telephone No: (852)2288 6111

For local asset:

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

8.6 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.

8.7 Statement of Disclaimer

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

8.8 Consent to Disclosure

The Trustee shall be entitled to process, transfer, release and disclose from time to time any information relating to the Fund, Manager and Unit holders for purposes of performing its duties and obligations in accordance to the Deed, the Capital Markets and Services Act 2007, Guidelines and any other legal and/or regulatory obligations such as conducting financial crime risk management, to the Trustee's parent company, subsidiaries, associate companies, affiliates, delegates, service providers, agents and any governing or regulatory authority, whether within or outside Malaysia (who may also subsequently process, transfer, release and disclose such information for any of the above mentioned purposes) on the basis that the recipients shall continue to maintain the confidentiality of information disclosed, as required by law, regulation or directive, or in relation to any legal action, or to any court, regulatory agency, government body or authority.

9. RELATED-PARTY TRANSACTION AND CONFLICT OF INTEREST

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

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

Interests in the Fund and employees' securities dealings

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

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

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

Cross trades

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

- 1) the sale and purchase decisions are in the best interest of both funds;
- 2) transactions are executed on arm's length and fair value basis;
- 3) reason for such transactions is documented prior to execution; and
- 4) transaction is executed through a dealer or 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 Trustee for the Fund, there may be related party transaction involving or in connection with the Fund in the following events:-

- Where the Fund invests in instruments offered by the related party of the Trustee (e.g placement of monies, structured products, etc);
- 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

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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

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 Asset Management Sdn Bhd Level 8, Tower 2 & 3 RHB Centre, Jalan Tun Razak 50400 Kuala Lumpur

31 May 2017

Dear Sirs

Re: Taxation of the Fund and Unit Holders

This letter has been prepared for inclusion in the prospectus dated 3 August 2017 in connection with the offer of Units in the RHB Money Market Fund ("the Fund"):-

Taxation of the Fund

Income Tax

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

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.

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

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

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

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

Deductions in respect of the Fund's expenses such as manager's remuneration, maintenance of a register of Unit Holders, share registration expenses, secretarial, audit and accounting fees, telephone

charges, printing and stationery costs and postage are generally allowed based on a prescribed formula subject to a minimum of 10 percent and a maximum of 25 percent of the total of these expenses.

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

Interest income earned by the Fund from the following are exempt from tax:-

- any savings certificates issued by the Government of Malaysia; or
- securities or bonds issued or guaranteed by the Government of Malaysia; or
- debentures or sukuks, other than convertible loan stock, approved or authorised by, or lodged with, the Securities Commission; or
- Bon Simpanan Malaysia issued by the Central Bank of Malaysia; or
- a bank or financial institution licensed under the Financial Services Act 2013 or Islamic Financial Services Act 2013¹; or
- any development financial institution regulated under the Development Financial Institutions Act 2002¹; or
- Sukuks originating from Malaysia, other than convertible loan stock, issued in any currency other than Ringgit and approved or authorised by, or lodged with, the Securities Commission ("SC") or approved by the Labuan Financial Services Authority².

Real Property Gains Tax ("RPGT")

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

Goods and Services Tax ("GST")

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

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

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

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

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

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% (will be reduced to 18% from YA 2017) on chargeable income of up to RM500,000. 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.

Pursuant to Income Tax (Exemption) (No. 2) Order 2017 [P.U.(A) 117], a tax exemption equivalent to a reduction in the corporate tax rate from 1% to 4% will be effectively given for YA 2017 and YA 2018 based on percentage of increase in the chargeable business income for the relevant YA as compared to the immediately preceding YA, subject to meeting the stipulated conditions.

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

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

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

Units split by the Fund will be exempted from tax in Malaysia in the hands of the Unit Holders.

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

The following gains or income received by the Unit Holders are not subject to GST:-

- the distribution of income from the Fund to the Unit Holders which may comprise of dividends, interest income and gain from realisation of investments;
- distribution of foreign income from the Fund;
- Unit split by the Fund and reinvestment of distribution; and

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· 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 proposals 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

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Ong Guan Heng Executive Director

11. EXPERTS' REPORT

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

12. APPROVAL AND CONDITIONS

There are no waivers or exemptions necessary or granted by the Securities Commission for the Fund as none have been sought for or is considered necessary.

There are no other approvals required, sought or pending from any relevant authorities in respect of the Fund

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) the prospectus and supplementary or replacement prospectus, if any;
- (c) the latest annual and interim reports of the Fund;
- (d) each material contract disclosed in this prospectus and, in the case of a contract not reduced into writing, a memorandum which gives full particulars of the contract;
- (e) where applicable, the audited financial statements of the Manager and the Fund for the current financial year and for the last three (3) financial years;
- (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). Where a summary expert's report is included in the prospectus, the corresponding full expert's report shall be made available for inspection:
- (g) writ and relevant cause papers for all material litigation and arbitration disclosed in this prospectus; and
- (h) all consents given by the experts disclosed in this prospectus.

DIRECTORY OF OUTLETS FOR PURCHASE AND SALE OF UNITS

For information on the participating distributors, please contact:

RHB Asset Management Sdn Bhd's Registered/Principal Office: (Kindly refer to the Corporate Directory for details.)

Or investors may call our help-desk at Toll-Free-Phone number: 1-800-88-3175 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 **rhbam@rhbgroup.com** or visit our website, **www.rhbgroup.com**.

RHB ◆ Asset Management RHB ASSET MANAGEMENT SDN BHD 174588-X

ACCOUNT APPLICATION FORM

Individual / Corporate

Individual Joint Corporate Staff Application

Account No.

Level 8 Tower 2 & 3, RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur Tel:603-9205 8000 Fax: 603-9205 8100 Toll Free No:1-800-88-3175 Website: www.rhbgroup.com

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).

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them for my/our initial and subsect transactions with RHB Asset Management Bhd. ("RHBAM").	Sdn. and in con Applicatio	nnection with n Form, inc	th completing but	ng the Accou	unt to,	the relev	ant fund	or be p	aid out.				or my/our ons with R HBAM").					this has	date, ti there	ne Corpoi	ration is any wi	not wo	und up n ip petiti	or *	Switch	Form)	Depend	ng on the	he Fund
I/We acknowledge that I/We are aware of fees and charges that I/We will incur direct	f the condition	or prospect.	t.	ncial position	,	that I/We right ove	have soler all mon	le lega	al and p	roprietary			nowledge charges th					• I/We	declar	e that I a	n/Wea	re neith	er engag our moni		Prospe	ectus(es), incom	Prospect distribut o further	tion will
indirectly when investing in the Fund(s). • I/We undertake to be bound by the provision	informed as stated	of any char in this Ac	nge of my/ ccount Ap	our particular plication Fo	ars orm	applicati I/We her against	eby agree			y RHBAM ceedings.		I/We und	when inve	e bound	by the	provis		any	illegal	ctivity.			r related		the rele	evant fu nereby	nd or be declare	oaid out. and ackno	owledge
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I am/ We are 18 years old and above as at the date of this application. Copy/Copies of myl	our and docu	ments that	RHBAM n	nay reasonal	bly	maccara	oy or the	000001				date here	declare an	m/are no	t an un	ndischa	rged	limi	ted to,	the Corp	oration	and it	ing but n s group al positio	of •	agains	t all a	tions, su	ndemnify its, proce	eedings,
NRIC/ Passport is/are enclosed. • I/We do declare and represent that as at the	enhanced date Anti-Mone	due diligen	nce as requ	due diligen uired under t unter Financi	the							been file	nor has a d against m are duly	ne/us.				• I/We	ackno		at I/We	shall ke	ep RHBA		be suff	fered by	RHBAM	osses whi as a resul ations he	It of any
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 I/We declare that I am/ We are neither eng in any unlawful activity nor are my/our mr obtained from any illegal source or relate any illegal activity. 	paged that instru			e acknowled by both of u								involving true co	nt and the Fund py of the d signator	(s). Atta ne Corp	ched is	a cert	ified	of	compar		ncial p	osition,	ed its gro		as at windin Compa	the dat g-up h any no	e hereof as been	, no peti filed agai ceiver ha	ition for inst the
We shall fully comply with the provisions representatives ("Disclosed Data") in respect. We shall immediately notify RHBAII in the authorities. We shall immediately notify RHBAII in the authorities. We shall indemnify RHB Banking Group a in addition to any warranties, indemnities, respectively. Based on the above declaration, live under shall supersed all prior representations, red. No delay or omission by RHBAII in exercising arcircumstances as at the date hereof, it is acknowledged to the wording thereof were delete effective? If part of the wording thereof were deleted.	ect of such disclosure to esses Disclosed Data five eevent of any claim of gainst all proceedings, remedy or other rights take that this declarati egotiations, arrangemen ny right under this dec vledged that restriction	to and proce for or on beh or complaint , costs, expe provided by ion shall no ents, undersi claration will ns of such a	essing by F half of me/u nt from any enses, liabi y law or any ot be assign standings o Il operate a a nature ma	RHBAM and it is to agree in data subject ilities or dam reprior agreement of the day and t	its repres n writing to the of Disc mages aris ment. RHBAM's s and all of that or	entatives to the sam losed Dat sing from prior writ other com any other of a char	and that I e terms the a and/or my/our fa ten conse munication right. The	I/We wi hat I/W where ailure to ent; wi ons be to cove cumsta	Ill always Ie agree there h o compl Ill be bin etween Fenants s ances on	s furnish I in line wit as been a y with the ading upon RHBAM an et out in t r other un	RHBAN th the A an ever Act wi n my/o nd me/u this de aforesee	M or its re Act and in nt of non ith respec- our servan us in conn eclaration en reason	presentative this declar compliance to Disclorets, agents, section with are separates and acceptance to the compliance t	res with uration. ee with the sed Data personanthe pro- te and se	ne Act be and the all represented the cessing everable	oy me/u e terms entativ and dis	losed D us, where of this es, assi sclosum	ata. ther disc declarat gns and of Disc ble acco	ion. The successions of E	by me/u e remedie ssor-at-la ata to RI and whil	s or form s availa w; will in HBAM. st the re	ming th ble to R nure to estrictio	RHBAM co the bene	of an ontained	investiga I in this of HBAM an	ation an clause a d its su e parties	d/or actions are without accessors to be rea	n by the t prejudice and assigns	relevant ce to and gns; and in all the
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TERMS AND CONDITIONS You are advised to read and understand																			_				_						
the relevant Master Prospectus(es)/ Prospectus(es) and deed(s) which shall be made available upon request before investing in the fund(s). 1. MINIMUM INVESTMENT	JOINT INDIN Please en identity car If aged 18 is also req form.	close a p d or passp years old a	ohotocopy oort. and above	of your e, he/she	• P N A a	ORPORA lease (lemorani ssociatio ccounts, ignatorie	enclose dum a on, Comp list	a and pany's of	copy Articl s latest Au	es of audited thorised		The accep whole Fund comp	Manager of or re- e or in pa Applicat eleted in f	reserv ect and int there- ion For ull and	es the y appl of and m whi suppor	lication reject ich is ted by	any not the	at the to wi Mana respo	by or to risk of llful de ger, t nsible	and oth the app of the app fault or he Man for error,	plicant : plicant. neglig ager s any	shall b Unles jence shall n inacc	e sent ss due of the ot be uracy,	ow wit	vided v n purpo	vill be se and other	used str	you ha ictly for o t be shar unless	our red
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 Please enclose a photocopy of your identity card or passport. 	us.				(i	f applica 9 and lat	ble), For	rm 24.	, Form	44, Forn	m														ı	RHRA	M/RF/	013-11	1/01-6



RHB ASSET MANAGEMENT SDN BHD 174588-X

Tel:603-9205 8000

PURCHAS	SE / SWITCH FORM
Account No.	
	(for existing unit holders only)
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Level 8 Tower 2 & 3, RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur Fax:603-9205 8100 Toll Free No:1-800-88-3175 Website:www.rhbgroup.com Staff Application Purchase Switch 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 supplementary(ies) (if any) Investor(s) should read and understand the contents of the relevant master prospectus(es)/ prospectus(es) and its supplementary(ies) if any before completing this form. Please complete in BLOCK LETTERS only, and tick($\sqrt{}$) where applicable. For 1st time investors, please fill up the application form to be submitted with this form. INDIVIDUAL APPLICANT Name of Individual Applicant NRIC No. (new) NRIC No.(old)/ Passport No. Tel No. Update (complete where applicable) Remain as previous application Occupation/Designation STPM / Diploma /PreU Education Level Post Graduate Primary Secondary Degree Others Annual Income Up to RM18,000 RM18,001 - RM36,000 RM36,001 - RM50,000 RM50,001 - RM96,000 RM96,001 - RM180,000 RM180,001 - RM240,000 RM240.001 and above Source of Income Employed (Permanent/Contract) Own business Savings / Inheritance Others (please specify) Employer's/Company's Name Employer's/Company's Tel No. Outside Malaysia(please specify) Employer's/Company's Office In Malaysia Nature of Business of Financial/Banking/Investment Hotel/ Restaurant Government/ Government related Legal/Tax Consultancy Telecommunications Applicant/ Applicant's Medical/Health/Science Real Estate/ Property Education Manufacturing Construction Others (please specify) JOINT INDIVIDUAL APPLICANT (not applicable for EPF) Name as in NRIC/Passport NRIC No. (new): NRIC No.(old)/ Passport No. CORPORATE APPLICANT (not applicable for EPF Update on Corporation's documents Remain as previous application Name of Company Company Registration No Name of Contact Person(s) Fax No. ext INVESTMENT OBJECTIVE & EXPERIENCE Investment Experience Investment Objective Capital Protection Retirement _year(s) Trading on Bursa Malaysia Capital Growth Regular Income Unit Trust Education Wealth Accumulation Futures / Options vear(s) Others vear(s) Investment Time Frame No experience Long Term (> 5 years) Medium (3-5 years) Short Term (< 3 years) **DETAILS OF INVESTMENT APPLICATION** Note: Select a Distribution Instruction only if this is an initial investment in the relevant Fund(s) of RHB Asset Management Sdn Bhd ('RHBAM') and only if applicable. Depending on the Fund invested and subject to each respective Fund's Master Prospectus(es) Prospectus(es), inco distribution will either be reinvested into further units in the relevant fund or be paid out.

Fund Name

***Plan

Investment

Distribution Instruction ** Currency Туре Amount (not applicable for EPF) *Credit into bank account Reinvest Pay by cheque Reinvest Pay by cheque Initial Additional Standing Instruction
Initial Additional Standing Instruction *Credit into bank account Credit into bank account Initial Additional Standing Instruction Reinvest Pay by cheque *Credit into bank account * Account Details for income distribution to be credited ecify the currency acronym eg. RM etc C - Cash Plan Notes to be read before completing this section:

• Cheque/bank draft should be crossed and made payable to
"RHB ASSET MANAGEMENT SDN BHD" for all funds. You **** Applicable for Regular Savings Plan S - Savings Plan E - EPF Plan For Foreign Currency Bank Name For MYR Currency Bank Name should write your full name and NRIC No. on the back of each cheque. The cheque(s)/ bank draft(s) must be attached with this Form. Account Holder Name Account Holder Name · You may bank-in cash or arrange for a bank transfer into one of Account No. Account No. Current the accounts as stated herein. Please attach the bank-in slip or a copy of the Direct Transfer form with this Form. It must clearly state Account Ownership Account Ownership your name, NRIC No, amount remitted and the name of the Fund(s) you are investing into. EPF Investment Scheme ("EPF") . If you are investing via Standing Instruction, kindly fill up the Standing Instruction Form of the relevant bank and attach it with Cash Deposit, kindly indicate the bank account which you banked into: Fund Name Account No. All Funds excent for items 4 to 9 helow RHR 2-14129-00200777 All Funds except for items 4 to 9 below 514011-592181 FOR UTC / DISTRIBUTOR USE ONLY Maybank All Funds except for items 4 to 9 below RHB Multi Currency (for foreign currencies) 6-14129-00007029 RHBAM/ Distributor Branch 2-14129-0021227-9 RHB Cash Management Fund 1 RHB Code/ Stamp RHB Islamic Cash Management Fund RHB Money Market Fund Name of Staff/ UTC/ Distributor RHB 2-64317-0000042-5 2-14231-00039055 RHB RHB Institutional Islamic Money Market Fund RHB 2-14231-00039055 Signature of Staff/ UTC/ RHB Deposits Fund RHB Staff/UTC Code RHB Cash Management Fund 2 RHB 2-14231-00039055 Others FIMM Code

FOR OFFICE USE ONLY

Trans. Sequence No

DETAILS OF SWITCHING APPLICATION Please ensure you maintain the minimum amount required in the original Fund as stated in the relevant Master Prospectus(es) / Prospectus(es) and its Supplementary(ies) SWITCH FROM Fund Name 1 2. 3. SWITCH TO Fund Name *Distribution Instruction (not applicable for EPF) Pay by cheque Reinvest *Credit into bank account 2. Reinvest Pay by cheque *Credit into bank account 3. *Credit into bank account Reinvest Pay by cheque Reinvest *Credit into bank account Pay by cheque 5 Reinvest Pay by cheque *Credit into bank account *Account Details for income distribution to be credited: Change of Bank Details (Please provide latest Bank Details (Leave blank if there is no changes.)) For MYR Currency For Foreign Currency Bank Name Bank Name Account Holder Name : Account Holder Name Account No. Account No. Account Type : Savings Current Account Type Savings Current Account Ownership : Single .Ioint Account Ownership Single Joint LOAN FINANCING RISK DISCLOSURE STATEMENT Investing in a unit trust fund with borrowed money is more risky than investing with your (iv) Returns on unit trusts are not guaranteed and may not be earned evenly over time. This means that wn savings. You should assess if loan financing is suitable for you in light of your there may be some years where returns are high and other years where losses are incurred instead. Whether you eventually realise a gain or incur loss may be affected by the timing of the sale of your objectives, attitude to risk and financing circumstances. You should be aware of the risk, which would include the following: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. The higher the margin of financing (that is, the amount of money you borrow for every Ringgit of your own money that you put in as deposit or down payment) the This brief statement cannot disclose all the risks and other aspects of loan financing. You should therefore carefully greater the loss or gain on your investment. study the terms and conditions before you decide to take the loan. If you have doubts in respect of any aspect of this Risk Disclosure Statement or the terms of the loan financing, you should consult the institution offering the loan. You should assess whether you have the ability to service the repayments on the proposed loan. If your loan is a variable rate loan, and if interest rates rise, your total repayment amount will be increased. If unit prices fall beyond a certain level, you may be asked to provide additional acceptable collateral (where units are used as collateral) or pay additional amounts on top of your normal instalments. If you fail to comply within the prescribed time, your units may be sold towards the settlement of your loan. 1/We acknowledge that I/We have read and understood the contents of the investment Loan Financing Risk Disclosure Statement. I/We do declare and represent that as at the date hereof, I/We am / are not an undischarged bankrupt nor has any petition for bankruptcy been filed against me/us. With the completion of this form, it constitutes that I have read, understood and agreed to be bound by the notes, terms and conditions stated in this form. I also accept and acknowledge that RHB Asset Management Sdn Bhd has absolute discretion to reply on facsimile confirmation from me and undertake to indemnify and hold harmless RHB Asset Management Sdn Bhd, its employees and agents at all costs, expenses, loss of liabilities, claims and demands arising out of this confirmation. DECLARATIONS AND SIGNATURES 1 / We acknowledge that I / We have received, read and understood the relevant Master Prospectus(es)/ Prospectus for the Fund(s) to be invested in, the Terms and Conditions of this Form and I/We undertake to be bound by them for my / our initial and subsequent transactions with RHB Asset Management Sdn Bhd ("RHBAM"). I/We undertake to be bound by the provisions of the documents constituting the Fund(s) subscribed to as if I was/We were a party thereto I/We acknowledge that I/We are aware of the fees and charges that I/We will incur directly or indirectly when investing in the Fund(s). I/We hereby declare and acknowledge that I/We have sole legal and proprietary right over all monies accompanying this application. I/We hereby agree to indemnify RHBAM against all actions, suits, proceedings, claims, damages and losses which may be suffered by RHBAM as a result of any inaccuracy of the declarations herein. ALL APPLICANTS MUST SIGN THIS FORM Applicant / Authorised Signatory (ies) Joint Applicant / Authorised Signatory (ies)

Date

Date



RHB Asset Management Sdn Bhd (174588-X)

Head Office

Level 8, Tower 2 & 3, RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur, Malaysia

Tel: +603 9205 8000

Fax: +603 9205 8100

www.rhbgroup.com