

Prospectus

AHAM Aiiman

ESG Income Plus Fund

(Formerly known as AHAM Ailman Income Plus Fund)



MANAGER

AHAM Asset Management Berhad Registration No.: 199701014290 (429786-T) TRUSTEE

HSBC (Malaysia) Trustee Berhad Registration Number: 193701000084 (1281-T)

This Prospectus is dated 16 February 2024.

The AHAM Aiiman ESG Income Plus Fund was constituted on 28 June 2004*.

*The constitution date of this Fund is also the launch date of the Fund.

AHAM AIIMAN ESG INCOME PLUS FUND IS A QUALIFIED SUSTAINABLE AND RESPONSIBLE INVESTMENT FUND UNDER THE GUIDELINES ON SUSTAINABLE AND RESPONSIBLE INVESTMENT FUNDS. INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THIS PROSPECTUS. IF IN DOUBT, PLEASE CONSULT A PROFESSIONAL ADVISER. THIS IS A REPLACEMENT PROSPECTUS THAT REPLACES AND SUPERCEDES THE PROSPECTUS DATED 22 NOVEMBER 2022. FOR INFORMATION CONCERNING CERTAIN RISK FACTORS WHICH SHOULD BE CONSIDERED BY PROSPECTIVE INVESTORS, SEE THE "RISK FACTORS" COMMENCING ON PAGE 5.



YOU SHOULD NOT MAKE PAYMENT IN CASH TO A UNIT TRUST CONSULTANT OR ISSUE A CHEQUE IN THE NAME OF A UNIT TRUST CONSULTANT.

Responsibility Statements

This Prospectus has been reviewed and approved by the directors of AHAM Asset Management Berhad ("AHAM") 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 the 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 AHAM, 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.

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 the Prospectus that is false, misleading, or from which there is a material omission; or for any misleading or deceptive act in relation to the Prospectus or the conduct of any other person in relation to the Fund.

This Prospectus is not intended to and will not be issued and distributed in any country or jurisdiction other than in Malaysia ("Foreign Jurisdiction"). Consequently, no representation has been and will be made as to its compliance with the laws of any Foreign Jurisdiction. Accordingly, no issue or sale of Units to which this Prospectus relates may be made in any Foreign Jurisdiction or under any circumstances where such action is unauthorised.

The AHAM Aiiman ESG Income Plus Fund has been certified as Shariah-compliant by the Shariah Adviser appointed for the Fund.

INVESTORS SHOULD BE AWARE THAT THE CAPITAL OF THE FUND WILL BE ERODED WHEN THE FUND DECLARES DISTRIBUTION OUT OF CAPITAL AS THE DISTRIBUTION IS ACHIEVED BY FORGOING THE POTENTIAL FOR FUTURE CAPITAL GROWTH AND THIS CYCLE MAY CONTINUE UNTIL ALL CAPITAL IS DEPLETED.



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.

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CORPORATE DIRECTORY

The Manager / AHAM AHAM Asset Management Berhad Registered Office

27th Floor, Menara Boustead 69 Jalan Raja Chulan 50200 Kuala Lumpur

Tel No.: (603) 2142 3700 Fax No.: (603) 2140 3799

Business Address

69 Jalan Raja Chulan

Ground Floor, Menara Boustead

50200 Kuala Lumpur Tel No.: (603) 2116 6000 Fax No.: (603) 2116 6100

Fax No.: (603) 2116 6100 Toll free line: 1-800-88-7080

E-mail: customercare@aham.com.my

Website: www.aham.com.my

The Trustee

HSBC (Malaysia) Trustee Berhad Registered Office & Business Address

Level 19, Menara IQ, Lingkaran TRX, 55188 Tun Razak Exchange, Kuala Lumpur Telephone No.: (603) 2075 7800

Fax No.: (603) 8894 2611

E-mail: fs.client.services.myh@hsbc.com.my

External Fund Manager/AIIMAN AIIMAN Asset Management Sdn. Bhd Registered Office

3rd Floor, Menara Boustead 69 Jalan Raja Chulan 50200 Kuala Lumpur Tel No. : (603)-2142 3700 Fax No. : (603)-2027 5848

Business Address

27th Floor, Menara Boustead

69 Jalan Raja Chulan 50200 Kuala Lumpur Tel No.: (603)-2116 6156 Fax No.: (603)-2116 6150 Website: www.aiiman.com

The Shariah Adviser

Amanie Advisors Sdn. Bhd.

Level 13A-2, Menara Tokio Marine Life, 189 Jalan Tun

Razak, 50400 Kuala Lumpur Tel No. : (603) 2161 0260 Fax No. : (603) 2161 0262

E-mail: info@amanieadvisors.com Website: www.amanieadvisors.com

ABBREVIATION

EPF Employees Provident Fund.

EMIS EPF Members' Investment Scheme.
 ESG Environmental, Social and Governance.
 FiMM Federation of Investment Managers Malaysia.

Fitch Fitch Ratings Ltd.

IUTA Institutional Unit Trust Scheme Advisers.

MARC Refers to the Malaysian Rating Corporation Berhad.

Moody's Investors Service, Inc.

MYR Ringgit Malaysia.

PHS Product Highlights Sheet.
RAM RATING Services Berhad.

SAC of the SC Shariah Advisory Council of the Securities Commission Malaysia.

SC Securities Commission Malaysia.

S&P S&P Global Ratings.

SRI Sustainable and Responsible Investment

GLOSSARY

the Board Means the board of directors of AHAM.

Bursa Malaysia Means the stock exchange operated by Bursa Malaysia Securities Berhad

including such other name as it may be amended from time to time.

Business Day Means a day on which Bursa Malaysia is open for business/trading.

CMSA or the Act Means the Capital Markets and Services Act 2007 as originally enacted and

amended or modified from time to time.

CVC Capital Partners Asia

Fund V

Means collectively (1) CVC Capital Partners Asia V L.P; (2) CVC Capital Partners Investment Asia V L.P.; and (3) CVC Capital Partners Asia V Associates L.P.

Deed Means the deed dated 5 May 2004 as modified by the first supplemental deed

dated 29 December 2005, the second supplemental deed dated 18 June 2007, the third supplemental deed dated 23 September 2008, the fourth supplemental deed dated 20 November 2008, the fifth supplemental deed dated 26 March 2010, the sixth supplemental deed dated 18 January 2012, the seventh supplemental deed dated 27 June 2014, the eighth supplemental deed dated 30 November 2017,the ninth supplemental deed dated 24 August 2022 and the tenth supplemental deed dated 22 November 2023 entered into between the

Manager and the Trustee.

eligible market(s) Means an exchange, government securities market or an over-the-counter (OTC)

market-

(a) that is regulated by a regulatory authority of that jurisdiction;

(b) that is open to the public or to a substantial number of market participants;and

(c) on which financial instruments are regularly traded.

External Fund Manager or

AIIMAN

AIIMAN Asset Management Sdn. Bhd

financial institution(s)

Means

(a) if the institution is in Malaysia:

(i) a licensed bank;

(ii) a licensed investment bank; or

(iii) a licensed Islamic bank; or

(b) if the institution is outside Malaysia, any institution that is licensed, registered, approved or authorised by the relevant banking regulator to provide financial services.

Forward Pricing Means the method of determining the price of a Unit which is the NAV per Unit

calculated at the next valuation point after an application for purchase or

repurchase request is received by the Manager.

the Fund Refers to AHAM Aiiman ESG Income Plus Fund (formerly known as AHAM Aiiman

Income Plus Fund).

Guidelines Means the *Guidelines on Unit Trust Funds* issued by the SC and as may be

amended from time to time.

Highest long-term rating Means the credit rating of the issuer of debentures has:

(a) Rating by Malaysian rating agency: AAA by RAM or AAA by MARC; or

(b) Rating by global rating agency: AAA by S&P or Aaa by Moody's or AAA by

Fitch.

HSBC Group Refers to HSBC Holdings plc, its subsidiaries, related bodies corporate,

associated entities and undertakings and any of their branches.

Latest Practicable Date

(LPD)

Means 22 December 2023 and is the latest practicable date for the purposes of

ascertaining certain information in this Prospectus.

licensed Bank Means a bank licensed under the Financial Services Act 2013.

licensed Investment Bank

Means an investment bank licensed under the Financial Services Act 2013.

licensed Islamic Bank

Means an Islamic bank licensed under the Islamic Financial Services Act 2013.

Manager/AHAM Refers to AHAM Asset Management Berhad.

Prospectus Means this prospectus and includes any supplemental or replacement

prospectus as the case may be.

medium to long-term Means a period of three (3) years or more.

Net Asset Value or NAVMeans the value of all the Fund's assets less the value of all the Fund's liabilities

at the valuation point.

NAV per Unit Means the Net Asset Value of the Fund at a particular valuation point divided by

the total number of Units in Circulation at that point.

Repurchase Charge Means a charge imposed pursuant to a repurchase request.

Repurchase Price Means the price payable to a Unit Holder by the Manager for a Unit pursuant to a

repurchase request and it shall be exclusive of any Repurchase Charge.

Sales Charge Means a charge imposed pursuant to a purchase request.

Selling Price Means the price payable by you for us to create a Unit in the Fund and it shall be

exclusive of any Sales Charge.

Shariah Means Islamic law comprising the whole body of rulings pertaining to human

conducts derived from the primary and secondary sources of the Shariah. The primary sources are the Quran, the Sunnah, Ijma' and Qiyas while the secondary ones are those established sources such as Maslahah, Istihsan, Istishab, 'Uruf

and Sadd Zara'ie.

Shariah Adviser

or

Amanie

Refers to Amanie Advisors Sdn Bhd.

Shariah requirements Means Islamic law, originating from the Qur'an (the holy book of Islam), and its

practices and explanations rendered by the prophet Muhammad (pbuh) and ijtihad of ulamak (personal effort by qualified Shariah scholars to determine the true ruling of the divine law on matters whose revelations are not explicit.

short-term Means a period of less than three (3) years.

Special Resolution Means a resolution passed by a majority of not less than three quarter (%) of

Unit Holders voting at a meeting of Unit Holders.

For the purpose of terminating the Fund, a special resolution is passed by a majority in number representing at least three quarter (¾) of the value of Units

held by Unit Holders voting at the meeting.

Sukuk	Means a document or certificate, documenting the undivided pro-rated ownership of underlying assets.	
the Trustee	Refers to HSBC (Malaysia) Trustee Berhad.	
Unit or Units	Means a measurement of the right or interest of a Unit Holder in the Fund.	
Units in Circulation	Means Units created and fully paid for and which have not been cancelled. It is also the total number of Units issued at a particular valuation point.	
Unit Holder(s), investor(s), or you	Means the person / corporation for the time being who, in full compliance to the relevant laws and under the Deed, is registered pursuant to the Deed as a holder of Units of the Fund, including a jointholder.	

Note:

Reference to first person pronouns such as "we", "us" or "our" in this Prospectus means the Manager/AHAM.

RISK FACTORS

GENERAL RISKS

Just like any other form of investment, unit trust funds also carry risks. Risk is the uncertainty to which any form of investment may fluctuate in value. One should consider, amongst others, the following when investing in a unit trust fund:

Market risk

Market risk arises because of factors that affect the entire marketplace. Factors such as economic growth, political stability and social environment are some examples of conditions that have an impact on businesses, whether positive or negative. Market risk cannot be eliminated by diversification. It stems from the fact that there are economy-wide perils, or instances of political or social instability which threaten all businesses. Hence, the Fund will be exposed to market uncertainties and no matter how many Shariah-compliant securities are held, fluctuations in the economic, political and social environment will affect the market price of the Shariah-compliant investments either in a positive or negative way.

Fund management risk

This risk refers to the day-to-day management of the Fund by the Manager which will impact the performance of the Fund. For example, investment decisions undertaken by the Manager as a result of an incorrect view of the market or any non-compliance with internal policies, investment mandate, the Deed, relevant law or guidelines due to factors such as human error, fraud, dishonesty or weaknesses in operational process and systems, may adversely affect the performance of the Fund.

Performance risk

The performance of the Fund depends on the financial instruments that the Fund purchases. If the instruments do not perform within expectation or if there is a default, then, the performance of the Fund will be impacted negatively. The performance of the Fund may also be impacted if the allocation of assets is not properly done. This is where the experience and expertise of the fund managers are important and the risk on the lack of experience and expertise of the fund managers has been highlighted above. On that basis, there is never a guarantee that investing in the Fund will produce the desired investment returns or distribution of income.

Inflation risk

This is the risk that your investment in the Fund may not grow or generate income at a rate that keeps pace with inflation. This would reduce your purchasing power even though the value of the investment in monetary terms has increased.

Liquidity risk

Liquidity risk refers to two scenarios. The first is where an investment cannot be sold due to unavailability of a buyer for that investment. The second scenario exists where the investment, by its nature, is thinly traded. This will have the effect of causing the investment to be sold below its fair value which would adversely affect the NAV of the Fund and subsequently the value of Unit Holders' investments in the Fund.

Operational risk

This risk refers to the possibility of a breakdown in the Manager's internal controls and policies. The breakdown may be a result of human error, system failure or fraud where employees of the Manager collude with one another. This risk may cause monetary loss and/or inconvenience to you. The Manager will review its internal policies and system capability to mitigate instances of this risk. Additionally, the Manager maintains a strict segregation of duties to mitigate instances of fraudulent practices amongst employees of the Manager.

Financing risk

This risk occurs when you take a financing to finance your investment. The inherent risk of investing with financed money includes you being unable to service the financing payments. In the event Units are used as collateral, you may be required to top-up your existing instalment if the prices of Units fall below a certain level due to market conditions. Failing which, the Units may be sold at a lower NAV per Unit as compared to the NAV per Unit at the point of purchase towards settling the financing.

Suspension of repurchase request risk

Having considered the best interests of Unit Holders, the repurchase requests by the Unit Holders may be subject to suspension due to exceptional circumstances, where the market value or fair value of a material portion of the Fund's assets cannot be determined. In such case, Unit Holders will not be able to redeem their Units and will be compelled to remain invested in the Fund for a longer period of time. Hence, their investments will continue to be subject to the risks inherent to the Fund.

SPECIFIC RISKS

Credit and default risk

Credit risk relates to the creditworthiness of the issuers of Sukuk and Islamic money market instruments and the financial institutions where the Islamic deposits are placed (hereinafter referred to as "investment") and their expected ability to make timely payment of profit and/or principal. Any adverse situations faced by the issuer and/or financial institution may impact the value as well as liquidity of the investment. In the case of rated investment, this may lead to a credit downgrade. Default risk relates to the risk of an issuer and/or a financial institution either defaulting on payments or failing to make payments in a timely manner which will in turn adversely affect the value of the investment. This could adversely affect the value of the Fund.

Profit rate risk

Sukuk and Islamic money market instruments are subject to profit rate fluctuations. Generally, movement in profit rates affects the prices of Sukuk and Islamic money market instruments inversely. For example, when profit rates rise, prices of Sukuk and Islamic money market instruments will fall. The fluctuations of the prices of Sukuk and Islamic money market instruments will also have an impact on the NAV of the Fund. This risk can largely be eliminated by holding the Sukuk and Islamic money market instruments until their maturity. We also manage profit rate risk by considering each Sukuk's and Islamic money market instruments' sensitivity to profit rate changes. When profit rates are expected to increase, the Fund would then likely seek to switch to Sukuk and Islamic money market instruments that are less sensitive to profit rate changes. For investments into Islamic deposits, the fluctuations in the profit rates will not affect the placement of Islamic deposits but will result in the opportunity loss by the Fund if the placement of Islamic deposits is made at lower profit rate.

Distribution out of capital risk

The Fund may distribute income out of capital. Such capital distributions represent a return or withdrawal of part of the amount of your original investment and/or capital gains attributable to the original investment and will result in a reduction in the NAV per Unit of the Fund and reduce the capital available for future investment and capital growth. Future capital growth may therefore be constrained.

Sustainability risk

Sustainability risk is an ESG event or condition that, if it occurs, could cause an actual or a potential material negative impact on the value of an investment and the returns of the Fund. Examples of sustainability risks are as follows:

- > Environmental: extreme weather events (such as heatwaves, flooding), forest degradation, loss of biodiversity or marine habitat, environmental pollution due to toxic waste discharge.
- > Social: improper working practices (such as child labour, poor workplace health and safety), infringement of basic human rights, talent hiring and retention issues, cybersecurity attacks, poor community relations.
- > Governance: lack of board independence and oversight, poor audit and tax management, unethical business behaviours, poor transparency and accountability, infringement of relevant laws and regulations.

The Fund, as part of its investment approach, adopts the sustainability criteria in selecting its investments and the sustainable investment process, when applied in normal market conditions to the universe of securities eligible for investments by the Fund, should help the Fund avoid investments that present unacceptably high sustainability risks and those with valuations that do not accurately reflect such sustainability risks.

However, in applying sustainable investment process, it may cause the Fund to have a limited selection of securities and may forego certain investment opportunities. As a result, the sustainable investment approach may result in a loss to the value of an investment of the Fund and the Fund may perform differently as compared to other funds without the SRI strategies.

Additionally, the Manager also relies on proprietary or third party data providers in selecting the investment and such information provided may be inaccurate or incomplete which lead the Manager to incorrectly assess its investments.

It is important for investors to note that the ESG considerations are highly subjective and is therefore possible that an investment may not perform in a way that an investor considers to be sustainable or responsible, even if it has been selected in accordance with the stated sustainability criteria.

RISK MANAGEMENT

In our day-to-day running of the business, we employ a proactive risk management approach to manage portfolio risks, operational risks and liquidity risks. The Board has established a board compliance and risk management committee to oversee AHAM's risk management activities both at operational level and at portfolio management level to ensure that the risk management process is in place and functioning. The board compliance and risk management committee comprises of at least three Board members and is chaired by an independent director. At the operational level, we have established a compliance and risk oversight committee with the primary function of identifying, evaluating and monitoring risks as well as to formulate internal control measures to manage and mitigate the exposure to risks that may affect the performance of the Fund, returns to the investors or Unit Holders' interest within a clearly defined framework and is primarily responsible for ensuring that the policies and procedures that have been implemented are reviewed on an on-going basis with periodic assessments. The compliance and risk oversight committee reports to the board compliance and risk management committee on a quarterly basis.

In managing portfolio risks, we engage a stringent screening process by conducting fundamental analysis of economic, political and social factors to evaluate their likely effects on the performance of the markets and sectors. As for managing sustainability risk, the assessment is specific to the Fund's SRI strategies. We rely on various external data and internal analysis to scrutinise and filter investments based on the SRI criteria and to identify potential financial loss from an investment in securities of a company pertaining to ESG. Risks are considered by prioritising materiality of the ESG factor and the Fund's SRI strategies. Material ESG factors are issues or events that may cause significant financial impact on the company and/ or securities issued by the company. Regular meetings are held to discuss investment themes including SRI matters and portfolio decisions taken at the meetings are then implemented according to the investment guidelines which also take into account requirements for minimum portfolio diversification across individual investment holdings, sectors, geographies and asset classes (based on the respective portfolio's objective and strategy). We also practise prudent liquidity management with the objective to ensure that the Fund is able to meet its short-term expenses including repurchase requests by the Unit Holders.

To manage non-compliance risks, we have in place a system that is able to monitor the transactions to ensure compliance with the Fund's investment limits and restrictions including those arising from SRI strategies. These limits are system-controlled and not manually tracked, thus reducing the probability of human error occurring in ensuring the Fund's limits and restrictions are adhered to. We also undertake stringent evaluation of movements in market prices and regularly monitor, review and report to the person(s) or members of a committee undertaking the oversight function of the Fund to ensure that the Fund's investment objective is met. Regular portfolio reviews, including on SRI matters are conducted at least on a quarterly basis, by senior members of the investment team further reduce the risk of implementation inconsistencies and violations of the Guidelines.

We also employ a performance attribution system that enables us to review the performance of the Fund to determine the key factors that have contributed and detracted from the Fund's performance. This system complements our overall risk management process as the system also provides standard risk analytics on the portfolio such as the Fund's standard deviation, tracking error and measures of excess return. The data produced by the performance attribution system is reviewed regularly and at least on a monthly basis in meetings chaired by the managing director and participated by the portfolio managers and the performance evaluation team.

Liquidity Risk Management

We have established liquidity risk management policies to enable us to identify, monitor and manage the liquidity risk of the Fund in order to meet the repurchase requests from the Unit Holders with minimal impact to the Fund as well as safeguarding the interests of the remaining Unit Holders. Such policies take into account, amongst others, the asset class of the Fund and the redemption policy of the Fund. To manage the liquidity risk, we have put in place the following procedures:

- a) The Fund may hold a maximum of 20% of its NAV in Islamic money market instruments and/or Islamic deposits. This will allow the Fund to have sufficient buffer to meet the Unit Holders' repurchase request;
- b) Regular review by the designated fund manager on the Fund's investment portfolio including its liquidity profile;

- c) Daily monitoring of the Fund's net flows and periodic liquidity stress testing of the Fund's assets against repurchase requests during normal and adverse market conditions are performed as pre-emptive measures in tracking the Fund's liquidity status. This will ensure that we are prepared and able to take the necessary action proactively to address any liquidity concerns, which would mitigate the potential risks in meeting Unit Holders' repurchase requests; and
- d) Suspension of repurchase requests from the Unit Holders under exceptional circumstances where the market value or fair value of a material portion of the Fund's assets cannot be determined. During the suspension period, the repurchase requests from the Unit Holders will be accepted but will not be processed. Such repurchase requests will only be processed on the next Business Day once the suspension is lifted. That said, the action to suspend repurchase requests from the Unit Holders shall be exercised only as a last resort by the Manager having considered the best interests of Unit Holders.
- It is important to note that events affecting the investments cannot always be foreseen. Therefore, it is not possible to protect investments against all risks. You are recommended to read the whole Prospectus to assess the risks associated with the Fund. If necessary, you should consult your professional adviser(s) for a better understanding of the risks.

ABOUT AHAM AIIMAN ESG INCOME PLUS FUND

Fund Category : Sukuk
Fund Type : Income
Base Currency : MYR

Launch Date : 28 June 2004 Financial Year End : 31 August

Distribution Policy : The Fund will distribute income, if any, on a quarterly basis. However, the amount

of income available for distribution may fluctuate from year to year.

At our discretion, the Fund may distribute (1) realised income, (2) realised capital gains, (3) unrealised income, (4) unrealised capital gains, (5) capital, or (6) a

combination of any of the above.

Deed : Deed dated 5 May 2004 as modified by the first supplemental deed dated 29

December 2005, the second supplemental deed dated 18 June 2007, the third supplemental deed dated 23 September 2008, the fourth supplemental deed dated 20 November 2008, the fifth supplemental deed dated 26 March 2010, the sixth supplemental deed dated 18 January 2012, the seventh supplemental deed dated 27 June 2014, the eighth supplemental deed dated 30 November 2017, the ninth supplemental deed dated 24 August 2022 and the tenth supplemental deed dated

22 November 2023.

INVESTMENT OBJECTIVE

To provide steady income stream over the medium to long-term period through investments primarily in Sukuk.

Any material change to the Fund's investment objective would require Unit Holders' approval.

BENCHMARK

The performance benchmark to be used by the Manager in measuring the performance of the Fund will be 12-month Maybank General Investment Account rate (GIA) which is readily available at any Maybank's branches.

As the Fund is an income fund, the Manager uses the 12-month Maybank GIA rate as a benchmark to enable Unit Holders to evaluate the performance of the Fund against what Unit Holders would have earned if they placed their moneys in an Islamic fixed deposit (at a rate equivalent to the 12-month Maybank GIA). Unit Holders should be aware that investing in the Fund is not the same as placing moneys in an Islamic fixed deposit. The capital and returns of the Fund are not guaranteed and there are risks involved. Hence, the risk profile of the Fund is different from the risk profile of the benchmark. The Fund has a higher risk profile than the benchmark and it expects to potentially generate higher or lower returns than an Islamic fixed deposit (at a rate equivalent to the 12-month Maybank GIA).

ASSET ALLOCATION

Malaysian-issued Sukuk whether issued by the Malaysian government or private companies	Minimum 80%
Islamic money market instruments and/or Islamic deposits	Maximum 20%

INVESTMENT STRATEGY

To achieve the objective of the Fund, the Fund intends to invest in a multitude of Malaysian-issued Sukuk whether issued by the Malaysian government or private companies. These Sukuk are expected to provide profit at intervals which are predetermined.

The strategy for Shariah-compliant investments in local Sukuk would be driven by the profit rate outlook for the market over the medium to long-term horizon. This will enable the Manager to decide on the maturity structure for the Fund. Relative return analysis will also be conducted between Shariah-compliant securities with the same credit ratings to determine if yields can be enhanced by switching investments. Additionally, the Manager will constantly seek potential credit upgrade issues and avoid potential downgrade issues to maximise returns to Unit Holders.

In selecting individual Sukuk, the following are the important considerations:-

- Issuer's and/or guarantor's industry and business medium to long-term outlook;
- Issuer's and/or guarantor's financial strength and gearing levels;
- Issuer's and/or guarantor's cash flow quality and volatility;
- Issuer's and/or guarantor's expected future cash flow and ability to pay profit and principal;
- Issuer's and/or guarantor's ratings of AA3 by RAM or AA- by MARC or equivalent rating by other recognized credit rating agency;
- Issuer's and/or guarantor's duration and profit rate sensitivity;
- · Collateral type and value and claims priority; and
- Price and yield-to-maturity.

While the investment process will be driven by the above considerations, the guiding principle for the selection of investments will be premised on compliance with Shariah requirements.

Sustainable and Responsible Investment ("SRI") Strategy

The Fund will adopt negative screening and Environmental, Social and Governance ("ESG") integration in the selection, retention and realisation of its investments. The Manager will first apply negative screening to remove securities issued by companies involved in the excluded business activities, to form a broad investible universe. Within the investible universe, the Manager applies ESG integration in the assessment and selection of investments. The application of the SRI strategies are as follows:

1. Negative or exclusionary screening

The Fund will exclude investments in companies with principal business activities in alcohol, coal mining, forestry and logging, fossil fuel, gaming, tobacco, military weapons and other businesses regarded as vice in its investments.

2. ESG Integration

The Fund will include ESG factors in the investment decision making and portfolio construction process. These ESG factors help the Manager identify potential tail risks and/or best-in-class practices such as competitive edge, customer behaviour, reputational risk and accessibility to funding. It also served as additional portfolio risk management tool by increasing awareness about the portfolio's exposures to certain negative ESG risk factors.

Assessment Process and Framework

When assessing the Fund's investments in the company through negative or exclusionary screening, the Manager will review the company's level of involvement in the excluded business activities or practices and will apply a maximum revenue threshold of 10%* to such activities or practices. We apply the maximum revenue threshold to companies where revenues from the excluded business activities or practices are derived as a non-primary source of income.

Note: * The maximum revenue threshold of 10% shall apply at the initial selection of investments of the Fund and throughout the investment holding period.

Each company and industry face unique ESG risks. In our security selection and fundamental research process, we would focus on ESG risk factors that have material impact** on the investee company's financial and security performance. Examples of ESG risk factors include climate adaptation and resilience (E), workers' health and safety (S) and board diversity (G). We evaluate an investee company's ability to manage its ESG risks by assessing its ESG ratings, the company's ESG practices and/ or commitments, amongst others. We utilise a range of resources in our evaluation process, including internal ESG scorecard, 3rd party ESG research reports, company's public disclosures and other credible sources. Our internal ESG scorecard covers a wide range of key themes across E, S and G pillars, where each key theme carries different weightage based on its materiality and relevance to an industry.

Note: ** An ESG factor is deemed to be material if it leads to a financial impact on the investee company such as additional operating and compliance cost or new revenue from new markets.

These ESG risk factors/ characteristics are taken into consideration alongside assessment of the company's business and financial performance as well as securities valuation. A company that is adept at leveraging on its unique ESG characteristics or mitigate its ESG risks well are deemed to be ahead of its industry peers and thus, present a stronger ESG investment case.

Post investment, the Manager will continuously monitor the companies' involvement in the excluded business activities as well as their ESG profile, through periodic reviews and corporate engagement. ESG factors are dynamic and ever-evolving, hence we conduct regular engagement activities with the investee companies to facilitate information and knowledge exchange. The Manager will evaluate the Fund's investment on a quarterly basis to determine whether the Fund's investment is consistent with the negative screening approach. The Manager will also review the Fund's overall ESG risks to ensure that the impact of investing in line with the SRI strategies is not inconsistent with any other sustainability considerations. Where ESG risk is deemed material and not adequately mitigated, the Manager may reduce or exit the holdings and retain the profit/income received during the holding period if the value of the investment held exceeds or is equal to the original investment cost (which may include transaction cost), as soon as it is practicable. On the other hand, the Fund is allowed to hold the investment (including profit/income received during the holding period) which is inconsistent with the sustainability considerations if the value of the investment is below the original investment cost, and such investment will be disposed off when the value of such investment held exceeds or is equal to the original investment cost, as soon as it is practicable. The disposed investment will be replaced with other Shariah-compliant investment that are in line with the Fund's sustainability considerations, in order to maintain the minimum two-thirds (2/3) of the Fund's NAV being in compliant with its SRI strategies.

The Manager applies SRI methodologies to the Fund's invested Shariah-compliant securities, except government Sukuk, Islamic money market instruments and Islamic deposits***, to ensure at least two-thirds (2/3) of the Fund's NAV is invested in Shariah-compliant securities in accordance with the Fund's SRI strategies.

Note: *** SRI methodologies for government Sukuk, Islamic money market instruments and Islamic deposits may apply once the Manager has established the ESG framework for such Shariah-compliant securities/instruments, upon which the Manager will notify the Unit Holders through official communication channels and communiqués that a supplemental/replacement prospectus will be or has been registered by the SC.

Temporary Defensive Position

We hold the option to take temporary defensive positions which may be inconsistent with the Fund's principal strategy and asset allocation to protect the Fund against adverse market conditions, that may impact the financial markets. To manage the risk of the Fund, we may shift the Fund's assets to be temporarily invested in Islamic money market instruments and/or Islamic deposits. We will continue to apply SRI strategies when the Fund takes on temporary defensive positions and maintain two-thirds (2/3) of the Fund's NAV in Shariah-compliant investments that are subjected to sustainability considerations.

Cross Trades Policy

We may conduct cross trades between funds that we are currently managing provided that all criteria imposed by the regulators are met. Notwithstanding the above, cross trades between the personal account of our employee and the Fund's account(s) and between our proprietary trading accounts and the Fund's account(s) are strictly prohibited. Compliance with the criteria would be monitored by our compliance unit, and reported to our compliance and risk management committee, to avoid conflict of interests and manipulation that could have a negative impact on the investors.

PERMITTED INVESTMENTS

- Listed Shariah-compliant securities on eligible markets
- Unlisted Shariah-compliant securities;
- Shariah-compliant warrants;
- Government Investment Issues (GII), Islamic accepted bills, Bank Negara Malaysia negotiable notes, negotiable Islamic debt certificate (NIDC), Islamic negotiable instrument of deposit (INID), Cagamas mudharabah bonds and any other government Islamic papers;
- > Other Shariah-compliant obligations issued or guaranteed by the Malaysian government, Bank Negara Malaysia, state governments and government-related agencies;
- Sukuk:
- Islamic deposits;
- Islamic money market instruments;
- > Islamic collective investment schemes; and
- Any other form of Shariah-compliant investments as may be permitted by the SC and/or Shariah Adviser from time to time that is in line with the Fund's objective.

INVESTMENT RESTRICTIONS AND LIMITS

- (a) The Fund's assets must be relevant and consistent with the investment objective of the Fund;
- (b) The aggregate value of the Fund's investments in Sukuk that are not traded or dealt in or under the rules of an eligible market must not exceed 15% of the Fund's NAV, subject to a maximum limit of 10% of the Fund's NAV in a single issuer ("Exposure Limit");
- (c) The value of the Fund's placements in Islamic deposits with any single financial institution shall not exceed 20% of the Fund's NAV ("Single Financial Institution Limit");
- (d) The Single Financial Institution Limit does not apply to placements of Islamic deposits arising from:
 - (i) Subscription monies received prior to the commencement of investment by the Fund;
 - (ii) Liquidation of investments prior to the termination of the Fund, where the placement of Islamic deposits with various financial institutions would not be in the best interests of Unit Holders: or
 - (iii) Monies held for the settlement of redemption or other payment obligations, where the placement of Islamic deposits with various financial institutions would not be in the best interests of Unit Holders.
- (e) The value of the Fund's investments in Sukuk and Islamic money market instruments issued by any single issuer shall not exceed 20% of the Fund's NAV ("Single Issuer Limit"). In determining the Single Issuer Limit, the value of the Fund's investments in instruments in Exposure Limit above issued by the same issuer must be included in the calculation;
- (f) The aggregate value of the Fund's investments in, or exposure to, a single issuer through Sukuk, Islamic money market instruments, and Islamic deposits shall not exceed 25% of the Fund's NAV ("Single Issuer Aggregate Limit"). In determining the Single Issuer Aggregate Limit, the value of the Fund's investments in instruments in Exposure Limit above issued by the same issuer must be included in the calculation;
- (g) The value of the Fund's investments in Sukuk and Islamic money market instruments issued by any group of companies shall not exceed 30% of the Fund's NAV ("Group Limit"). In determining the Group Limit, the value of the Fund's investments in instruments in Exposure Limit above issued by the issuers within the same group of companies must be included in the calculation;
- (h) The Fund's investment in Sukuk shall not exceed 20% of the Sukuk issued by any single issuer. This limit may be disregarded at the time of acquisition if at that time of acquisition if the gross amount of Sukuk in issue cannot be determined;
- (i) The Fund's investment in Islamic money market instruments shall not exceed 10% of the instruments issued by any single issuer. This limit does not apply to Islamic money market instruments that do not have a predetermined issue size;
- (j) The Fund must primarily invest in Shariah-compliant securities which are in accordance with its SRI policies and strategies with a minimum asset allocation of at least two-thirds (2/3) of its NAV; and
- (k) Any other Shariah-compliant investments or restrictions imposed by the relevant regulatory authorities or pursuant to the Guidelines, any laws and/or regulations applicable to the Fund.

The following shall apply in relation to the Fund in addition to the investment restrictions and limits set out above:-

- The Single Issuer Limit may be increased to 30% if the Sukuk are rated by any Malaysian to have the highest long-term credit rating;
- (ii) The Single Issuer Limit may be raised to 35% of the Fund's NAV if the issuing entity is, or the issue is guaranteed by, either a foreign government, foreign government agency, foreign central bank or supranational, that has a minimum long-term credit rating of investment grade (including gradation and subcategories) by an international rating agency;
- (iii) Where the Single Issuer Limit is increased to 35% of the Fund's NAV, the Single Issuer Aggregate Limit may be raised, subject to the Group Limit not exceeding 35% of the Fund's NAV; and
- (iv) Where the Single Issuer Limit is increased to 30% pursuant to the above, the Single Issuer Aggregate Limit may be raised to 30% of the Fund's NAV.

The limits and restrictions on the permitted investments set out above do not apply to Shariah-compliant securities/instruments issued or guaranteed by the Malaysian government or Bank Negara Malaysia as stipulated in Schedule B of the Guidelines.

In respect of the above investment restrictions and limits, any breach as a result of any (a) appreciation or depreciation in value of the Fund's investments; (b) repurchase of Units or payment made out of the Fund; (c) change in capital of a corporation in which the Fund has invested in; or (d) downgrade in or cessation of a credit rating, must be rectified as soon as practicable within three months from the date of the breach unless otherwise specified in the Guidelines. Nevertheless, the three-month period may be extended if it is in the best interests of Unit Holders and the Trustee's consent has been obtained. Such extension must be subject to at least a monthly review by the Trustee.

SHARIAH INVESTMENT GUIDELINES

At all times, the Fund shall invest in activities and instruments that are permissible under Shariah principles and shall not invest in activities and instruments that are prohibited under Shariah principles based on Shariah Adviser's established parameters as below, where applicable:

Screening Process

a. Sukuk

Sukuk are certificates that provide evidence of an investment into an underlying asset or a project which is typically an income generating asset or project. The Fund will only invest in Sukuk which is approved by the SAC of the SC. The Shariah Adviser will review any Sukuk instruments to be invested by the Fund based on the data available at:

- Bond and Sukuk Information Exchange (www.bixmalaysia.com)
- Fully automated system for issuing/tendering (http://fast.bnm.gov.my)

b. Islamic money market instruments

The Fund will invest in Islamic money market instruments approved by the SAC of BNM based on the data available at:

- Bond and Sukuk Information Exchange (www.bixmalaysia.com)
- Fully automated system for issuing/tendering (www.fast.bnm.gov.my).

c. Investment in Islamic deposit

The assets of the Fund must be placed and maintained in Islamic Deposits Account with licensed Islamic Financial Institution. The Fund is also prohibited from investing in interest-bearing deposits and recognizing any interest income.

Rules on Divestment of Shariah Non-compliant Investments

In the event the following investment instances occur in the Fund, the rules below shall be executed by Manager or its fund management delegate:

(a) Wrong investment

This refers to Shariah non-compliant investment made by the Manager and the external investment manager, if applicable. The said investment will be disposed of or withdrawn with immediate effect or within a month of knowing the status of the investment. In the event of the investment resulted in gain (through capital gain and/or dividend and/or interest) received before or after the disposal of the investment, the gain is to be channeled to baitulmal and/or any other charitable bodies as advised by the Shariah Adviser. If the disposal of the investment resulted in losses to the Fund, the losses are to be borne by the Manager.

(b) Reclassification of Shariah status of the Fund's investment

Where the Fund invest in Sukuk, money market instruments or deposits earlier classified as Shariah-compliant that are subsequently determined, regarded or deemed to be Shariah non-compliant as a result of a new or previously unknown fatwa/ruling and/or upon advice by the Shariah Adviser, the Manager would be required to sell such Sukuk, money market instruments or withdraw such deposits, as soon as practicable of having notice, knowledge or advice of the status of the Sukuk, money market instruments or deposits. Any profit received from such Sukuk, money market instruments or such deposits prior to the occurrence of the aforesaid event shall be retained by the Fund. Any profit received subsequent to the occurrence of the aforesaid event shall be channelled to baitulmal and/or charitable bodies, as endorsed by the Shariah Adviser.

Payment of Zakat

This refers to the purification by way of payment of zakat by Muslims. The Fund do not pay zakat on behalf of Muslim Unit holders. Thus, Muslim Unit holders are advised to pay zakat on their own.

The investment portfolio of the Fund comprises of Sukuk, as well as the instruments which have been classified as Shariah-compliant by the Shariah Advisory Council of Securities Commission (SACSC) and Islamic fixed income instruments (other than Sukuk) which have been classified as Shariah-compliant by the Shariah Advisory Council of Bank Negara Malaysia. For instruments that are not classified as Shariah compliant by the SACSC and, where applicable the Shariah Advisory Council of Bank Negara Malaysia and Islamic fixed income instruments (other than Sukuk) that are not classified as Shariah-compliant by Shariah Advisory Council of Bank Negara Malaysia, the status of such instrument will be determined in accordance with the ruling by the Shariah Adviser.

VALUATION OF THE FUND

We will ensure that the valuation of the Fund is carried out in a fair manner in accordance to the relevant laws and Guidelines. We will obtain the daily price or value of the assets for the purpose of valuing the Fund in accordance to the Malaysian Financial Reporting Standard 9 issued by the Malaysian Accounting Standards Board. In the absence of daily price or value of the assets, we will use the latest available price or value of the assets respectively.

The valuation bases for the permitted investments of the Fund are as below:

Listed Shariah-compliant Securities

Valuation of listed Shariah-compliant securities will be based on the official closing price or last known transacted price on the eligible market on which the investment is quoted. If the price is not representative of its fair value or not available to the market, including in the event of suspension in the quotation of the Shariah-compliant securities for a period exceeding fourteen days (14) days, or such shorter period as agreed by the Trustee, the investments will be valued at fair value determined in good faith by the Manager or its delegate, based on the methods or bases which have been verified by the auditor of the Fund and approved by the Trustee.

Unlisted Shariah-compliant Securities

Valuation of unlisted Sukuk denominated in MYR will be done by using the price quoted by a bond pricing agency ("BPA") registered with the SC. Where the Manager is of the view that the price quoted by BPA differs from the fair value or where reliable market quotations are not available, the fair value will be determined in good faith by the Manager using methods or bases which have been verified by the auditor of the Fund and approved by the Trustee.

For other unlisted Shariah-compliant securities, valuation will be based on fair value as determined in good faith by the Manager using methods or bases which have been verified by the auditor of the Fund and approved by the Trustee.

Islamic Money Market Instruments

Valuation of MYR denominated Islamic money market instruments will be done using the price quoted by a BPA registered with the SC. Where the Manager is of the view that the price quoted by BPA differs from the fair value or where reliable market quotations are not available, the fair value will be determined in good faith by the Manager using methods or bases which have been verified by the auditor of the Fund and approved by the Trustee. This may be determined by reference to the valuation of other Islamic money market instruments which are comparable in rating, yield, expected maturity date and/or other characteristics.

Islamic Deposits

Valuation of Islamic deposits placed with financial institutions will be done by reference to the principal value of such investments and profit accrued thereon for the relevant period.

Other Shariah-compliant Securities

Investments such as Islamic Accepted Bills, Government investment issues (GII), Bank Negara Negotiable Notes, Cagamas Mudharabah Bonds, Negotiable Islamic Debt Certificate (NIDC), Islamic Negotiable Instrument of Deposits (INID) and any other government Islamic papers and Islamic deposits placed with financial institutions are valued by reference to the value of such investments and the profits accrued thereon for the relevant period.

You are advised that certain types of Shariah-compliant securities are required to be held until such Shariah-compliant securities mature for the "actual value" to be realised. Any sale of such Shariah-compliant securities prior to its maturity may attract costs and penalties that would result in a value which is less than its "actual value". As such, any valuation of such Shariah-compliant securities (prior to its maturity) are merely indicative of what the value might be and does not represent the "actual value" of such Shariah-compliant securities.

VALUATION POINT FOR THE FUND

The Fund will be valued at 6.00 p.m. on every Business Day (or "trading day" or "T" day).

FINANCING AND SECURITIES LENDING

The Fund is not permitted to seek financing in cash or borrow other assets in connection with its activities. However, the Fund may seek financing for the purpose of meeting repurchase requests for Units and for bridging requirements. Such financings are subjected to the following:-

- the Fund's cash financing is only on a temporary basis and that financings are not persistent;
- the financing period should not exceed one (1) month;
- the aggregate financings of the Fund should not exceed 10% of the Fund's NAV at the time the financing is incurred; and
- · the Fund may only obtain cash financing from financial institutions; and
- the instruments for such activity must comply with the Shariah requirements.

The Fund may not assume, guarantee, endorse or otherwise become directly or contingently liable for or in connection with any obligation or indebtedness of any person.

EPF INVESTMENT

The Fund is approved under EMIS. However, the Fund is subject to the annual evaluation by the EPF. In the event the Fund is no longer offered under the EMIS after the annual evaluation process, the Unit Holders who have invested through the EMIS will remain invested in the Fund, but there will not be any sale of new Units to the Unit Holders/investors under the EMIS.

ZAKAT FOR THE FUND

The Fund does not pay zakat on behalf of Muslim individuals and Islamic legal entities, who are Unit Holders of the Fund. Such Unit Holders are thus required to pay zakat on their own behalf.

DEALING INFORMATION

You must read and understand the content of the Prospectus (and any supplemental prospectus) and PHS before investing.

You are advised not to make payment in cash to any individual agent when purchasing Units of the Fund.

PURCHASE AND REPURCHASE OF UNITS

WHO IS ELIGIBLE TO INVEST?

- An individual who is at least eighteen (18) years of age. In the case of joint application, the jointholder whose name appears first in the register of Unit Holders must be at least eighteen (18) years of age.
- A corporation such as registered businesses, co-operative, foundations and trusts.

HOW TO PURCHASE UNITS?

- You may submit the purchase request by completing an application form and returning it to us between 8.45 a.m. to 3.30 p.m. on a Business Day.
- You are required to provide us with the following completed forms and documents. However, we reserve the right to request for additional documents before we process the purchase application.

Individual or Jointholder	Corporation
 Account opening form; Suitability assessment form; Personal data protection notice form; Client acknowledgement form; A copy of identity card or passport or any other document of identification; and Foreign Account Tax Compliance Act ("FATCA") and Common Reporting Standard ("CRS") Self-certification Form. 	 Account opening form; Suitability assessment form; Personal data protection notice form; Certified true copy of memorandum and articles of association*; Certified true copy of certificate of incorporation*; Certified true copy of form 24 and form 49*; Certified true copy of form 8, 9, 13, 20 and 44 (where applicable)*; Latest audited financial statement; Board resolution relating to the investment; A list of the authorised signatories; Specimen signatures of the respective signatories; and Foreign Account Tax Compliance Act ("FATCA") and Common Reporting Standard ("CRS") Self-certification Form. * or any other equivalent documentation issued by the authorities.

If you invest through the EMIS, your Units will be created once we receive the application to invest. However, sale of Units will only be honoured once we receive the payments from EPF or other official confirmations from EPF on the approval of such payment.

HOW TO MAKE PAYMENT FOR PURCHASE APPLICATION?

- You may transfer the purchase payment into our bank account via telegraphic transfer or online transfer, and include your name in the transaction description for our reference. You may obtain our bank account details from our online download center at www.aham.com.my.
- Bank charges or other bank fees, if any, will be borne by you.

WHAT IS THE PROCESS OF THE PURCHASE APPLICATION?

- ➤ If we receive your purchase application at or before 3.30 p.m. on a Business Day (or "T day"), we will create your Units based on the NAV per Unit for that Business Day. Any purchase request received or deemed to have been received by us after 3.30 p.m. will be transacted on the next Business Day (or "T + 1 day"), unless a prior arrangement is made to our satisfaction.
- > Sale of Units will be honoured upon receipt of complete set of documents together with the proof of payments.

WHAT ARE THE MINIMUM INITIAL INVESTMENT, MINIMUM ADDITIONAL INVESTMENT, MINIMUM REPURCHASE AMOUNT, MINIMUM HOLDING OF UNITS AND MINIMUM SWITCHING AMOUNT?

Minimum Initial Investment*	MYR 1,000
Minimum Additional Investment*	MYR 100
Minimum Repurchase Amount*	200 Units
Minimum Holding of Units*	2,000 Units
Minimum Switching of Units*	200 Units

^{*} At our discretion, we may reduce the transaction value and Units, including for transactions made via digital channels, subject to terms and conditions disclosed in the respective channels.

HOW TO REPURCHASE UNITS?

> It is important to note that, you must meet the above minimum holding of Units after a repurchase transaction.

If you insist on making a repurchase request knowing that after the transaction you will hold less than the minimum holdings of Units, we may withdraw all your holding of Units in the Fund and pay the proceeds to you.

We may, with the consent of the Trustee, reserve the right to defer your repurchase request if such transaction would adversely affect the Fund or the interest of the Unit Holders.

- You may submit the repurchase request by completing a transaction form and returning it to us between 8.45 a.m. to 3.30 p.m. on a Business Day.
- > Payment of the repurchase proceeds will be made via bank transfer where proceeds will be transferred to your bank account. Where Units are held jointly, payment will be made to the person whose name appears first in the register of Unit Holders.
- Any incurred bank charges and other bank fees will be borne by us.
- > If you invest through the EMIS, we will remit the repurchase proceeds to EPF for onward crediting to your EPF account. If you are above the age of fifty five (55) and invest through the EMIS, we will remit the repurchase proceeds to you directly.

WHAT IS THE PROCESS OF REPURCHASE APPLICATION?

- For a repurchase request received or deemed to have been received by us at or before 3.30 p.m. on a Business Day (or "T day"), Units will be repurchased based on the NAV per Unit for that Business Day. Any repurchase request received after 3.30 p.m. will be transacted on the next Business Day (or "T + 1 day").
- Repurchase of Units must be made in terms of Units or value, provided it meets the minimum repurchase amount.
- Processing is subject to receipt of a complete transaction form and such other documents as may be required by us.

WHAT IS THE REPURCHASE PROCEEDS PAYOUT PERIOD?

You will be paid within seven (7) Business Days from the day the repurchase request is received by us, provided that all documentations are completed and verifiable.

WHERE TO PURCHASE AND REPURCHASE UNITS?

- Units can be purchased and repurchased at any of the location listed in "Directory of Sales Offices" section or with our authorised distributors.
- You may obtain a copy of the Prospectus, PHS and application forms from the abovementioned locations. Alternatively, you may also visit our website at www.aham.com.my.

WHO SHOULD I CONTACT IF I HAVE QUESTION OR NEED ADDITIONAL INFORMATION?

You can seek assistance from our customer service personnel at our toll free number 1-800-88-7080 between 8.45 a.m. to 5.30 p.m. on a Business Day. Alternatively, you can email us at customercare@aham.com.my.

COOLING-OFF PERIOD

You have the right to apply for and receive a refund for every Unit that you have paid for within six (6) Business Days from the date we received your purchase application.

You will be refunded for every Unit held based on the prices mentioned below and the Sales Charge imposed on the day those Units were purchased.

- If the price of a Unit on the day the Units were first purchased ("original price") is higher than the price of a Unit at the point of exercise of the cooling-off right ("market price"), you will be refunded based on the market price at the point of cooling-off; or
- If the market price is higher than the original price, you will be refunded based on the original price at the point of cooling-off.

You will be refunded within seven (7) Business Days from our receipt of the cooling-off application.

Please note that the cooling-off right is applicable to you if you are an individual investor and investing in any of our funds for the first time. However, if you are a staff of AHAM or a person registered with a body approved by the SC to deal in unit trusts, you are not entitled to this right.

We will process your cooling-off request if your request is received or deemed to have been received by us at or before 3.30 p.m. on a Business Day (or "T day"). Any cooling-off request received after 3.30 p.m. will be transacted on the next Business Day (or "T + 1 day").

Processing is subject to receipt of a complete transaction form and such other documents as may be required by us.

SWITCHING FACILITY

Switching facility enables you to switch into any of our funds (or its classes), provided that the fund (or its class) is denominated in MYR, and it is subject to the terms and conditions applicable for the respective funds. However, you must meet the minimum holding of 2,000 Units* of the Fund and the minimum investment amount of the fund (or its class) that you intend to switch into.

The minimum amount per switch of the Fund is 200 Units* (or such other amount as may be determined by us from time to time).

You are also to note that we reserve the right to reject any switching requests that are regarded as disruptive to efficient portfolio management, or requests that we deem to be contrary to the best interest of the Fund and/or the existing Unit Holders.

Switching from this Fund into other funds (or its classes) managed by us

You must complete a switching transaction form and submit it to us at or before the cut-off time of 3.30 p.m. on a Business Day (or "T day") together with relevant supporting documents, if any. If we receive your switching request after 3.30 p.m., we will process your request on the next Business Day (or "T + 1 day").

You should note that the pricing day of a fund (or its class) may not be on the same day as when we receive your switching application. Please see below the pricing policy of switching for all our funds:

6 11 11 0 15 1	0 11 1 5 1	Prici	ng Day
Switching Out Fund	Switching In Fund	Switching Out Fund	Switching In Fund
Money market fund	Non-money market fund	T Day	T Day
Non-money market fund	Non-money market fund	,	
Money market fund	Money market fund	T Day	T + 1 Day
Non-money market fund	Money market fund	T Day	At the next valuation point, subject to clearance of payment and money received by the intended fund

If you invest through the EMIS, you are allowed to switch to any other EPF approved funds managed by us (subject to the availability of units and terms of the intended fund to be switched into).

Switching from an Islamic fund to a conventional fund is discouraged for Muslim Unit Holders.

* At our discretion, we may reduce the transaction limits for switching of Units, including for transactions made via digital channels, subject to terms and conditions disclosed in the respective channels.

TRANSFER FACILITY

You are allowed to transfer your Units, whether fully or partially, to another person/corporation by completing a transaction form and returning it to us on a Business Day. There is no minimum amount of Units required to effect a transfer except that the transferor and transferee must hold the minimum holding of Units to remain as a Unit Holder.

It is important to note that we are at liberty to disregard or refuse to process the transfer application if the processing of such instruction will be in contravention of any law or regulatory requirements, whether or not having the force of law and/or would expose us to any liability.

The transfer facility is not applicable for EPF investors.

REGULAR SAVINGS PLAN

Unit Holders, who maintain a current or savings account with the banker may place a standing instruction to invest on a monthly, quarterly, half yearly or yearly basis in the Fund. Unit Holders wishing to participate in this plan can do so by investing from as little as Ringgit Malaysia One hundred (MYR 100) regularly.

SUSPENSION OF DEALING IN UNITS

The Manager may, in consultation with the Trustee and having considered the interests of the Unit Holders, suspend the dealing in Units* due to exceptional circumstances, where there is good and sufficient reason to do so. The Manager will cease the suspension as soon as practicable after the exceptional circumstances have ceased, and in any event, within twenty-one (21) days from the commencement of suspension.

The period of suspension may be extended if the Manager satisfies the Trustee that it is in the best interest of the Unit Holders for the dealing in Units to remain suspended, subject to a weekly review by the Trustee.

The Trustee may suspend the dealing in Units, if the Trustee, on its own accord, considers that exceptional circumstances have been triggered. In such a case, the Trustee shall immediately call for a Unit Holders' meeting to decide on the next course of action.

*The action to impose suspension shall only be exercised as a last resort by the Manager, as disclosed in the section on "Liquidity Risk Management".

DISTRIBUTION POLICY

The Fund will distribute income, if any, on a quarterly basis. However, the amount of income available for distribution may fluctuate from year to year.

At our discretion, the Fund may distribute (1) realised income, (2) realised capital gains (3) unrealised income, (4) unrealised capital gains, (5) capital, or (6) a combination of any of the above. The rationale for distribution out of capital is to allow the Fund the ability to distribute income on a regular basis in accordance with the income distribution policy of the Fund.

Having the option to tap into the additional sources of income from (3) unrealised income, (4) unrealised capital gains and/or (5) capital (collectively known as "distribution out of capital") would give the Manager the flexibility to increase the amount of income distributable to Unit Holders after taking the distribution out of capital risk into consideration.

Distribution out of capital has a risk of eroding the capital of the Fund. Payment of distribution out of capital amounts to a return or withdrawal of part of an investor's original investment or from any capital gains attributable to that original investment. Any distribution involving any payment out of capital of the Fund will result in an immediate reduction of the NAV per Unit. As a result, the value of future returns would be diminished.

Income distribution, if any, will be paid out in the currencies in which the Fund is denominated. You may elect the mode of distribution in cash payment or additional Units by way of reinvestment by ticking the appropriate column in the application form. You may also inform us at any time before the income distribution date of your wish of receiving cash payment or additional Units via reinvestment. All distribution will be automatically reinvested into additional Units in the Fund if you do not elect the mode of distribution in the application form

Any distribution payable which is less than MYR 300.00 will be automatically reinvested on behalf of the Unit Holders.

Notwithstanding the above, we may also reinvest the distribution proceed which remain unclaimed after twelve (12) months from the date of payment, provided that you still have an account with us.

Cash Payment Process

If you elect to receive income distribution by way of cash payment, you shall be paid via telegraphic transfer and the income distribution will be transferred to your bank account within seven (7) Business Days after the distribution date.

Reinvestment Process

We will create Units based on the NAV per Unit of the Fund at the income payment date which is within two (2) Business Days after the distribution date.

There will not be any cost for reinvestments of those additional Units i.e no Sales Charge will be imposed on such reinvestment.

EPF Investment:

For EPF investors, any income distribution made by the Fund will be considered as EPF savings and automatically be reinvested in the form of additional Units for the investors.

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

UNCLAIMED MONEYS

Any monies payable to you which remain unclaimed after twelve (12) months from the date of payment will be dealt as follows:-

- a) we may reinvest unclaimed distribution proceeds provided that you still have an account with us; or
- b) we will pay to the Registrar of Unclaimed Monies in accordance with the requirements of the Unclaimed Moneys Act 1965.

FEES, CHARGES AND EXPENSES



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

You should be aware that all fees, charges and expenses referred to or quoted in the Prospectus (including any supplemental prospectus) and the Deed (including any supplemental deed) are referred to or quoted as being exclusive of any other applicable taxes. We (including the Trustee and other service providers) will charge any other applicable taxes on the fees, charges and expenses in accordance with any other relevant or applicable laws.

CHARGES

The following are the charges that you may **directly** incur when you buy or redeem Units of this Fund.

SALES CHARGE

Up to 2.00%* of the NAV per Unit.

* Investors may negotiate for a lower charge.

The Sales Charge for investors purchasing Units through the EMIS shall be limited to a maximum charge of 3% of the NAV per Unit or as determined by the EPF.

Note: All Sales Charges will be rounded up to two (2) decimal places.

REPURCHASE CHARGE

There will be no Repurchase Charge levied on the repurchase of Units of the Fund.

SWITCHING FEE

The Manager does not impose any switching fee. However, if the amount of sales charge of the fund (or class) that the Unit Holder intends to switch into is higher than the sales charge imposed by the fund (or class) being switched from, then the difference in the sales charge between the two (2) funds (or classes) shall be borne by the Unit Holder.

TRANSFER FEE

There will be no transfer fee imposed on the transfer facility.

FEES AND EXPENSES

We may (in our sole and absolute discretion), waive or reduce the amount of any fees (except the trustee fee) and expenses of the Fund, either for all the investors or a particular investor.

The following are the fees that you may **indirectly** incur when you invest in the Fund.

ANNUAL MANAGEMENT FEE

The annual management fee is up to 1.00% of the NAV of the Fund per annum (before deducting the management fee and trustee fee). This fee is calculated and accrued daily and payable monthly to us. For the avoidance of doubt, the fees payable to the External Fund Manager is fully borne by us.

Please note that the example below is for illustration only:

Assuming that the total NAV of the Fund is MYR 130 million. The calculation of annual management fee based on the total NAV of the Fund is:

MYR 130,000,000 x 1.00% 365 days = MYR 3,561.64 per day

ANNUAL TRUSTEE FEE

The annual trustee will be entitled to an annual trustee fee of up to 0.07% of the NAV of the Fund per annum (excluding foreign custody fees and charges) (before deducting the management fee and trustee fee). In addition to the annual trustee fee, the Trustee may be reimbursed by the Fund for any expenses properly incurred by it in the performance of its duties and responsibilities. The trustee fee is accrued on a daily basis and paid monthly to the Trustee.

Please note that the example below is for illustration only:

Assuming that the NAV of the Fund is MYR130 million for the day, the accrued trustee fee for that day would be:

MYR130,000,000 x 0.07%

365 days = MYR 249.32 per day

ADMINISTRATIVE FEES

Only direct fees or costs incurred will be paid out of the Fund. These include but not limited to:

- Commissions/fees paid to brokers in effecting dealings in the investments of the Fund;
- > Tax and other duties charged on the Fund by the government and other authorities;
- > The fee and other expenses properly incurred by the auditor appointed for the Fund;
- Costs, fees and expenses incurred for the fund valuation and accounting of the Fund performed by a fund valuation agent; and
- > Cost incurred for the modification of the Deed other than those for the benefit of the Manager;
- Cost incurred for any meeting of the Unit Holders other than those convened by, or for the benefit of the Manager; and
- Other fees/expenses related to the Fund as may be permitted by the Deed.

Expenses related to the issuance of this Prospectus will be borne by the Manager.

REBATES AND SOFT COMMISSIONS

We or any of our delegates will not retain any rebate or soft commission from, or otherwise share in any commission with, any broker or dealer in consideration for directing dealings in the investments of the Fund. Accordingly, any rebate or shared commission should be directed to the account of the Fund.

The soft commissions can be retained by us or our delegates provided that:-

- > the soft commissions bring direct benefit or advantage to the management of the Fund and may include research and advisory related services;
- any dealing with the broker or dealer is executed on terms which are the most favourable for the Fund; and
- the availability of soft commissions is not the sole or primary purpose to perform or arrange transactions with such broker or dealer, and we or our delegates will not enter into unnecessary trades in order to achieve a sufficient volume of transactions to qualify for soft commissions.

All fees and charges payable by you are subject to all applicable taxes and/or duties as may be imposed by the government and/or the relevant authorities from time to time.

PRICING

COMPUTATION OF NAV AND NAV PER UNIT

The NAV 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 a particular valuation point. The NAV per Unit is the NAV of the Fund divided by the number of Units in Circulation, at the same valuation point.

Please refer to the "Valuation Point For The Fund" section of this Prospectus for an explanation of the valuation point.

Illustration on computation of NAV and NAV per Unit for a particular day:-

Units in Circulation	200,000,000.00
	MYR
Investments	110,000,000.00
Add other assets	50,000,000.00
Gross assets value	160,000,000.00
Less: liabilities	30,000,000.00
NAV (before deduction of the management fee and trustee fee for the	130,000,000.00
day)	
Less: Management fee for the day	3,561.64
Less: Trustee fee for the day	249.32
NAV	129,996,189.04
NAV per Unit*	0.6500

^{*} NAV per Unit is derived by dividing the NAV with the Units in Circulation.

The rounding policy is four (4) decimal points for the purposes of publication of the NAV per Unit. However, the rounding policy will not apply when calculating the Sales Charge and Repurchase Charge (where applicable).

INCORRECT PRICING

We will take immediate action to rectify any incorrect valuation and/or pricing of the Fund and/or the Units and to notify the Trustee and the SC of the same unless the Trustee considers the incorrect valuation and/or pricing of the Fund and/or the Units is of minimal significance.

The Trustee will not consider an incorrect valuation and/or pricing of the Fund and/or the Units to be of minimal significance if the error involves a discrepancy of 0.5% or more of the NAV per Unit unless the total impact on your account is less than MYR 10.00. An incorrect valuation and/or pricing not considered to be of minimal significance by the Trustee will result in reimbursement of moneys in the following manner:

	Reimbursement by:	Receiving parties:
Over valuation and/or pricing in relation to the purchase and creation of Units	Fund	Unit Holder
Over valuation and/or pricing in relation to the repurchase of Units	AHAM	Fund
Under valuation and/or pricing in relation to the purchase and creation of Units	AHAM	Fund
Under valuation and/or pricing in relation to the repurchase of Units	Fund	Unit Holder or former Unit Holder

COMPUTATION OF SELLING PRICE AND REPURCHASE PRICE

Under a single pricing regime, the Selling Price and the Repurchase Price are equivalent to the NAV per Unit. Any applicable Sales Charge and Repurchase Charge are payable separately from the Selling Price and Repurchase Price.

Forward Pricing will be used to determine the Selling Price per Unit and the Repurchase Price per Unit of the Fund, which are the NAV per Unit for the Fund as at the next valuation point after we receive the purchase request or repurchase request.

The Selling Price for Units of the Fund created under the EMIS will be based on the NAV per Unit at the end of the Business Day on which the purchase request or repurchase request is received by us.

Calculation of Selling Price

For illustration purposes, let's assume the following:

Investment Amount	MYR 10,000	
Selling Price per Unit	MYR 0.50	
Number Of Units Received*	MYR 10,000 ÷ MYR 0.50 = 20,000 Units	
Sales Charge	5.50%	
Sales Charge Paid By Investor**	5.50% x MYR 0.50 x 20,000 Units = MYR 550	
Total Amount Paid By Investor***	MYR 10,000 + MYR 550 = MYR 10,550	

Formula for calculating:-

* Number of Units received = Investment Amount

Selling Price per Unit

** Sales Charge paid by investor = Sales Charge x Selling Price per Unit x Number of Units received

*** Total amount paid by investor = Investment Amount + Sales Charge paid by investor

Calculation of Repurchase Price

For illustration purposes, let's assume the following:-

Units Repurchased	20,000 Units
Repurchase Price per Unit	MYR 0.50
Repurchased Amount [^]	20,000 Units x MYR 0.50 = MYR 10,000
Repurchase Charge	0.00%
Repurchase Charge Paid By Investor^^	0.00% x MYR 10,000 = MYR 0.00
Total Amount Received By investor^^^	MYR 10,000 - MYR 0.00 = MYR 10,000

Formula for calculating:-

^ Repurchase amount = Unit repurchased x Repurchase Price per Unit

^^ Repurchase Charge paid by investor = Repurchase Charge x Repurchase amount

^^^ Total amount received by investor = Repurchase amount - Repurchase Charge paid by investor

SALIENT TERMS OF THE DEED

Generally an investor would also be a registered Unit Holder unless the Units are purchased through an IUTA or using a nominee. In such an instance, the Units may not be registered in the name of the investor, and thus not a registered Unit Holder. Please be advised that the Manager only recognises the rights attached to a registered Unit Holder.

Rights and Liabilities of Unit Holders

Unit Holders' Rights

A Unit Holder is a person registered in the register as a holder of Units or fractions of Units in the Fund that automatically accords him/her rights and interests in the Fund.

For new investors, the date of his first investment with the Fund is the date on which he is recognised as a Unit Holder, and in the case of EPF sales, the date of submission of application forms to the Manager, subject to acceptance of the application request by the Manager.

Unit Holders shall be entitled to receive the distributions of the Fund, to participate in any increase in the value of the Units, and to enjoy such other rights and privileges as are provided for in the Deed.

Unit Holders are vested with the powers to call for a Unit Holders' meeting, and to vote for the removal of the Trustee or the Manager through a Special Resolution.

Unit Holders' Liabilities

No Unit Holder is liable for any amount in excess of the purchase price paid for the Units as determined pursuant to the Deed(s) at the time the Units were purchased.

Provisions Regarding Unit Holders' Meetings

Quorum required for convening a Unit Holders' Meeting

- (a) The quorum required for a meeting of the Unit Holders shall be five (5) Unit Holders, whether present in person or by proxy; however, if the Fund has five (5) or less Unit Holders, the quorum required for a meeting of the Unit Holders shall be two (2) Unit Holders, whether present in person or by proxy.
- (b) If the meeting has been convened for the purpose of voting on a Special Resolution, the Unit Holders present in person or by proxy must hold in aggregate of at least twenty-five per centum (25%) of the Units in Circulation at the time of the meeting.
- (c) If the Fund has only one (1) remaining Unit Holder, such Unit Holder, whether present in person or by proxy, shall constitute the quorum required for the meeting of the Unit Holders.

Unit Holders' Meeting convened by the Unit Holders

Unless otherwise required or allowed by the relevant laws, the Manager shall, within twenty-one (21) days of receiving a direction from not less than fifty (50) or one-tenth (1/10), whichever is less, of all the Unit Holders at the registered office of the Manager, summon a meeting of the Unit Holders by:-

- (a) sending a notice by post of the proposed meeting at least seven (7) days before the date of the proposed meeting to each of the Unit Holders at the Unit Holder's last known address or, in the case of jointholders, to the jointholder whose name stands first in the Manager's records at the jointholder's last known address;
- (b) publishing at least fourteen (14) days before the date of the proposed meeting an advertisement giving notice of the proposed meeting in a national language newspaper published daily and another newspaper approved by the SC; and
- (c) specifying in the notice the place and time of the meeting and the terms of the resolutions to be proposed at the meeting,

for the purpose of laying before the meeting to consider the most recent financial statements of the Fund, or for the purpose of giving to the Trustee such directions as the meeting thinks proper, or to consider any other matter in relation to the Deed.

Unless otherwise provided, a notice of meeting posted to a Unit Holder shall be taken as given three (3) days after it is posted.

The Unit Holders may apply to the Manager to summon a meeting for any purpose including, without limitation, for the purpose of:-

- (a) considering the most recent financial statements of the Fund;
- (b) giving to the Trustee such directions as the meeting thinks proper; or
- (c) considering any matter in relation to the Deed;

provided always that the Manager shall not be obliged to summon such a meeting unless application has been received from not less than fifty (50) or one-tenth (1/10) of all the Unit Holders, whichever is the lesser number.

Unit Holders' Meeting convened by the Manager or Trustee

Unless otherwise required or allowed by the relevant laws, the Manager or Trustee may convene a Unit Holders' meeting by giving the Unit Holders fourteen (14) days' notice specifying the place, time and terms of the resolutions to be proposed.

Termination of the Fund

Circumstances that may lead to the termination of the Fund

The Fund may be terminated or wound up upon the occurrence of any of the following events:-

- (a) The Manager notifies the Trustee that the Fund are to terminate and specifies the date of termination under the Deed; and
- (b) Where the Manager is in liquidation, or where the Trustee is of the opinion that the Manager has ceased to carry on business or the Manager has to the prejudice of the Unit Holders failed to comply with any provisions or covenant of the Deed or contravene any provisions of the Act, the Trustee shall summon a Unit Holders meeting and a Special Resolution may be passed at a Unit Holders' meeting to terminate or wind up the Fund.

Notwithstanding the aforesaid, the Manager may in consultation with the Trustee, determine the trust and wind up the Fund without having to obtain the prior approval of the Unit Holders upon the occurrence of any of the following events:

- (a) if any new law shall be passed which renders it illegal; or
- (b) if in the reasonable opinion of the Manager it is impracticable or inadvisable to continue the Fund and the termination of the Fund is in the best interests of the Unit Holders.

If the Fund is left with no Unit Holder, the Manager shall also be entitled to terminate the Fund.

Procedure for the termination of the Fund

Upon the termination of the Fund, the Trustee shall:-

- (a) sell all the assets of the Fund, then remaining in its hands and pay out of the Fund any liabilities of the Fund; such sale and payment shall be carried out and completed in such manner and within such period as the Trustee considers to be in the best interests of the Unit Holders; and
- (b) from time to time distribute to the Unit Holders, in proportion to the number of Units held by them respectively:-
 - (1) the net cash proceeds available for the purpose of such distribution and derived from the sale of the investments and assets of the Fund less any payments for liabilities of the Fund; and

provided always that the Trustee shall not be bound, except in the case of final distribution, to distribute any of the moneys for the time being in his hands and provided also that the Trustee shall be entitled to retain out of any such moneys in his hands, full provision for all costs, charges, taxes, expenses, claims and demands incurred, made or anticipated by the Trustee in connection with or arising out of the winding-up of the Fund and, out of the moneys so retained, to be indemnified against any such costs, charges, taxes, expenses, claims and demands; each such distribution shall be made only against the production of such evidence as the Trustee may require of the title of the Unit Holder relating to the Units in respect of which the distribution is made.

In the event of the Fund being terminated:

- (a) the Trustee shall be at liberty to call upon the Manager to grant the Trustee, and the Manager shall so grant, a full and complete release from the Deed;
- (b) the Manager shall indemnify the Trustee against any claims arising out of the Trustee's execution of the Deed provided always that such claims have not been caused by any failure on the part of the Trustee to exercise the degree of care and diligence required of a trustee as contemplated by the Deed and all relevant laws;
- (c) the Manager and the Trustee shall notify the relevant authorities in such manner as may be prescribed by any relevant law; and
- (d) the Manager or the Trustee shall notify the Unit Holders in such manner as may be prescribed by any relevant law.

The Trustee shall, as soon as it becomes aware that the Fund is to be terminated and wound-up, inform the relevant authorities of the same.

Fees And Charges

Below are the maximum fees and charges permitted by the Deed:

Sales Charge	Up to 10.0% NAV per Unit
Repurchase Charge	There will be no Repurchase Charge levied on the repurchase of Units of the Fund.
Annual management fee	Up to 3% per annum calculated daily on the NAV of the Fund.
Annual trustee fee	Up to 0.30% per annum calculated daily on the NAV of the Fund (excluding foreign custodian fees and charges)

Increase In Fees And Charges

A lower fee and/or charges than what is stated in the Deed may be charged, and all current fees and/or charges are disclosed in the Prospectus.

Any increase of the fees and/or charges above that stated in the current Prospectus may be made provided that a supplemental prospectus is issued and the Manager has to notify the Unit Holders of the higher rate and the effective date (where necessary or required to do so by the Deed) provided always that the maximum stated in the Deed shall not be breached.

Any increase of the fees and/or charges above the maximum stated in the Deed shall require Unit Holders' approval in accordance with the Deed, Guidelines and/or as prescribed by the relevant law.

Other Expenses Permitted under the Deed

Only the expenses (or part thereof), which are directly related and necessary to the business of the Fund are payable or reimbursable out of the assets of the Fund. These would include (but not limited to) the following:-

- (a) commissions/fees paid to brokers in effecting dealings in the investments of the Fund;
- (b) tax and other duties charged on the Fund by the government and other authorities and bank fees;
- (c) the fees and other expenses properly incurred by the auditor;
- (d) fees for the valuation of any investment of the Fund by independent valuers;
- (e) costs incurred for the modification of the Deed otherwise than for the benefit of the Manager;
- (f) costs incurred for any meeting of the Unit Holders other than those convened by or for the benefit of the Manager;
- (g) costs, commissions, fees and expenses of the sale, purchase, insurance and any other dealing with the assets;
- (h) costs involved with external specialists approved by the Trustee in investigating and evaluating any proposed investment of the Fund;

- (i) costs, fees and expenses incurred in engaging any adviser for the benefit of the Fund;
- (j) all costs, fees and expenses connected with the preparation and audit of the taxation returns and accounts of the Fund:
- (k) all costs, fees and expenses in or in connection with the termination of the Fund and the retirement or removal of the Trustee or Manager and the appointment of a new trustee or manager;
- (I) all costs, fees and expenses in relation to any arbitration or other dispute concerning the Fund or any asset of the Fund, including proceedings against the Trustee or the Manager by the other of them for the benefit of the Fund (except to the extent that legal costs incurred for the defence of either of them are not ordered by the court to be reimbursed out of the Fund);
- (m) expenses incurred by the Trustee in the performance of its duties and responsibilities under the Deed;
- (n) remuneration and out of pocket expenses of the person(s) or members of a committee undertaking the oversight function of the Fund, unless the Manager decides otherwise;
- (o) all fees and expenses incurred in convening and holding meetings of the Unit Holders, otherwise than for the benefit of the Manager or Trustee;
- (p) all fees and expenses deemed by the Manager to have been incurred in connection with any change or compliance with any change or introduction of any law, regulation or requirement (whether or not having the force of law) of any governmental or regulatory authority; and
- (q) costs, fees and expenses incurred for the fund valuation and accounting of the Fund performed by a fund valuation agent.

The Trustee must ensure that all expenses charged to the Fund are legitimate and that the quantum of the expense charged is not excessive or beyond standard commercial rates.

Retirement, Removal Or Replacement Of The Manager

Subject to the approval of the relevant authorities, the Manager may retire upon giving twelve (12) months' notice (or such shorter period as the Manager and the Trustee may agree) to the Trustee of its desire to do so, and may by the Deed, appoint in its stead a new management company and assign to such corporation all its rights and duties as the management company of the Fund.

The Manager shall be removed or replaced, if so required by the Trustee, on the grounds that:-

- (a) a Special Resolution to that effect has been passed by the Unit Holders at a meeting called for that purpose;
- (b) the Manager 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 it to do so after the Trustee has given notice to it of that opinion and the reason for that opinion, and has considered any representations made by the Manager in respect of that opinion, and after consultation with the relevant authorities and with the approval of Unit Holders;
- (c) the Manager has gone into liquidation, except for the purpose of amalgamation or reconstruction or some similar purpose, or has had a receiver appointed or has ceased to carry on business;

and the Manager shall not accept any extra payment or benefit in relation to such retirement. In any of the events set out in Clause 10.4(a) of the Deed, the Manager shall upon receipt of a written notice from the Trustee *ipso facto* cease to be the Manager.

Retirement, Removal Or Replacement Of The Trustee

The Trustee may retire upon giving twelve (12) months' notice to the Manager of its desire to do so, or such shorter period as the Manager and the Trustee may agree, and may by the Deed, appoint in its stead a new Trustee approved by the SC.

The Trustee may be removed and another Trustee may be appointed by a Special Resolution of the Unit Holders at a Unit Holders' meeting convened in accordance with the Deed.

The Trustee covenants that it will retire as trustee of the Fund if and when requested to do so by the Manager if:

- (a) The Trustee shall go into liquidation (except for the purpose of amalgamation or reconstruction or some similar purpose) or if a receiver or receiver and manager shall be appointed of the undertaking of the Trustee or any part thereof;
- (b) If the Trustee ceases to carry on business;
- (c) The Trustee ceases to be approved by the SC to be a trustee for a unit trusts or the Fund; or
- (d) The Manager is required to replace the Trustee in compliance with its obligation pursuant to the SC requirements.

The Manager shall take all reasonable steps to replace the Trustee as soon as practicable after becoming aware that:-

- (a) The Trustee has ceased to exist;
- (b) The Trustee has not been validly appointed;
- (c) The Trustee is not eligible to be appointed or to act as Trustee under Section 290 of the Act;
- (d) The Trustee has failed or refused to act as Trustee in accordance with the provisions or covenants of the Deed or the provisions of the Act;
- (e) A receiver is appointed over the whole or a substantial part of the assets or undertaking of the existing Trustee and has not ceased to act under the appointment, or a petition is presented for the winding up of the existing Trustee (other than for the purpose of and followed by a reconstruction, unless during or following such reconstruction the existing Trustee becomes or is declared to be insolvent); or
- (f) The Trustee is under investigation for conduct that contravenes the Trust Companies Act 1949, the Trustee Act 1949, the Companies Act 2016 or any securities law.

THE MANAGER

ABOUT AHAM

AHAM was incorporated in Malaysia on 2 May 1997 and began its operations under the name Hwang–DBS Capital Berhad in 2001. AHAM has more than 20 years' experience in the fund management industry. In 2022, AHAM's ultimate major shareholder is CVC Capital Partners Asia Fund V, a private equity fund managed by CVC Capital Partners ("CVC"), which has approximately 68.35% controlling interest in AHAM. CVC is a global private equity and investment advisory firm with approximately USD125 billion of assets under its management. AHAM is also 20% owned by Nikko Asset Management Co. Ltd, a Tokyo-based asset management company, and 7% owned by Lembaga Tabung Angkatan Tentera.

The Manager distributes its funds through the following various channels:

- (i) In-house/internal sales team;
- (ii) IUTA & CUTA (Corporate Unit Trust Scheme Advisers); and
- (iii) Unit trust consultants.

AHAM's head office is located in Kuala Lumpur and has a total of 7 main sales offices located in Peninsular and East Malaysia. The sales offices are in Penang, Ipoh, Johor Bahru, Melaka, Kuching, Miri and Kota Kinabalu.

Roles, Duties and Responsibilities of AHAM

AHAM is responsible for the investment management and marketing of the Fund; servicing Unit Holders' needs; keeping proper administrative records of Unit Holders and the Fund and ensuring compliance with stringent internal procedures and guidelines of relevant authorities.

Key Personnel

Dato' Teng Chee Wai - Managing Director

Dato' Teng is the founder of AHAM. In his capacity as the managing director and executive director of AHAM, Dato' Teng manages the overall business and strategic direction as well as the management of the investment team. His hands on approach sees him actively involved in investments, product development and marketing. Dato' Teng's critical leadership and regular participation in reviewing and assessing strategies and performance has been pivotal in allowing AHAM to successfully navigate the economically turbulent decade. Dato' Teng's investment management experience spans more than 25 years, and his key area of expertise is in managing absolute return mandates for insurance assets and investment-linked funds in both Singapore and Malaysia. Prior to his current appointments, he was the assistant general manager (investment) of Overseas Assurance Corporation (OAC) and was responsible for the investment function of the Group Overseas Assurance Corporation Ltd. Dato' Teng began his career in the financial industry as an investment manager with NTUC Income, Singapore. He is a Bachelor of Science graduate from the National University of Singapore and has a Post-Graduate Diploma in Actuarial Studies from City University in London.

Mr David Ng Kong Cheong - Chief Investment Officer

Mr David joined AHAM in 2002 as Head of Equities and assumed the role of Chief Investment Officer in September 2006. He has been responsible for successfully steering AHAM's investments through a tumultuous decade of multiple crisis. His astute and decisive guidance on broad investment strategies which includes interpreting market signals and making timely asset allocation calls has allowed AHAM to remain ahead of its peers. A decade later, he has built the investment team from just four (4) fund managers to a forty (40) strong group of fund managers featuring an impressive resume across different investment specialties, coverage and geographies. Under his foresight and vision, the team has evolved from being equity-heavy to encompass strong local and regional multi-asset and sector investment capabilities. His absolute return investment philosophy and bottom-up stock selection technique has garnered recognition for AHAM with its multiple award wins, having been voted "CIO of the Year" for Malaysia by Asia Asset Management 2013 awards. Mr David's philosophy of subscribing to the long-term, not taking excessive risk, and investing into quality throughout all the portfolios has set the blueprint for AHAM's investments in years to come. He is well-known in the industry for his discipline, prudence and reasonable attitude to investing. He graduated with a double degree in Bachelor of Commerce (Accounting) and Bachelor of Law from Monash University in Melbourne, Australia and is also a Chartered Financial Analyst (CFA) charterholder.

For further information on AHAM including material litigation (if any), the Board, the designated fund manager of the Fund and/or AHAM's delegate, you may obtain the details from our website at www.aham.com.my.

THE TRUSTEE

HSBC (MALAYSIA) TRUSTEE BERHAD

The Trustee is a company incorporated in Malaysia since 1937 and registered as a trust company under the Trust Companies Act 1949, with its registered address at Level 19, Menara IQ, Lingkaran TRX, 55188 Tun Razak Exchange, Kuala Lumpur.

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.

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, CMSA and the Guidelines. Apart from being the legal owner of the Fund's assets, the Trustee is also responsible for ensuring that AHAM performs its duties and obligations in accordance with the provisions of the Deed, CMSA and the Guidelines. In respect of monies paid by an investor for the application of units, the Trustee's responsibility arises when the monies are received in the relevant account of the Trustee for the Fund and in respect of repurchase request, the Trustee's responsibility is discharged once it has paid the repurchase amount to AHAM. The Trustee is not liable for the acts, omissions or failure of any third party depository including central securities depositories or clearing and/or settlement systems in any circumstances. Subject to 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.

Trustee's Statement of Responsibility

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

Trustee's Disclosure of Material Litigation

As at LPD, 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.

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 HSBC Nominees (Tempatan) Sdn Bhd and/or HSBC Bank Malaysia Berhad. 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 any third party depository including central securities depositories or clearing and/or settlement systems in any circumstances.

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 1111

For local asset:

(i) The Hongkong and Shanghai Banking Corporation Limited (as custodian) and assets held through HSBC Nominees (Tempatan) Sdn Bhd

Level 21, Menara IQ, Lingkaran TRX, 55188 Tun Razak Exchange, Kuala Lumpur Telephone No: (603) 2075 3000 Fax No: (603) 8894 2588

(ii) The Hongkong and Shanghai Banking Corporation Limited (as custodian) and assets held through HSBC Bank Malaysia Berhad

Level 21, Menara IQ, Lingkaran TRX, 55188 Tun Razak Exchange, Kuala Lumpur Telephone No: (603) 2075 3000 Fax No: (603) 8894 2588

Policy on Dealing with Related-Party Transactions/Conflict of Interest

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

- 1) Where the Fund invests in instruments offered by the related party of the Trustee (e.g placement of monies, transferable securities or money market instruments, etc);
- 2) Where the Fund is being distributed by the related party of the Trustee as IUTA;
- 3) Where the assets of the Fund are being custodised by the related party of the Trustee both as sub-custodian and/or global custodian of the Fund (Trustee's delegate); and
- 4) Where the Fund obtains financing as permitted under the Guidelines from the related party of the Trustee.

The Trustee has in place policies and procedures to deal with conflict of interest situation. 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 arms-length transaction between independent parties.

Subject to the above and any local regulations, the Trustee and/or its related group of companies may deal with each other, the Fund or any 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.

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, wilful default or fraud of the Trustee.

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.

Consent to Disclosure

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

EXTERNAL FUND MANAGER

ABOUT AIIMAN

AllMAN is an Islamic investment management company managing assets for pension funds, institutions, corporates, high net worth and mass affluent individuals. Headquartered in the world's Islamic financial hub Kuala Lumpur, Malaysia, AllMAN is focused on providing clients exceptional and innovative Shariah investment solutions that focus on Asian equities and global Sukuk. AllMAN was licensed by the SC to undertake the regulated activity of Islamic fund management on 17 November 2008 and is a wholly owned subsidiary of AHAM of which its ultimate shareholder is CVC Capital Partners Asia V, a private equity fund managed by CVC Capital Partners ("CVC"). CVC is a global private equity and investment advisory firm with approximately USD125 billion of assets under its management. AllMAN has more than fourteen (14) years' experience in fund management industry. AllMAN also received the SC's approval on 27 December 2018 to carry out the activity as a unit trust management company.

Duties and Responsibilities of AIIMAN

AHAM has delegated the investment management function of the Fund to AIIMAN. Some of the main duties of AIIMAN for this delegated role are as follows:-

- to comply with the operations procedures and invest the Fund in accordance with the investment objectives of the Fund, the "Permitted Investments" and "Investment Restrictions" described herein and the Guidelines;
- to exercise due care and vigilance in carrying out its function and duties and comply with the relevant laws, directives and guidelines issued by the relevant authorities from time to time;
- to employ an appropriate investment process for the Fund;
- to seek to invest in assets which are in the External Fund Manager's opinion, the most appropriate assets in relation to the Fund's objectives; and
- to report to the Manager on a periodic basis for oversight and monitoring purposes, including to discuss and review the performance of the Fund and its strategies.

Key Personnel of the Management Team

Shahrul Annuar Musa - Associate Director

Shahrul joined AIIMAN Asset Management in March 2022 as a fixed income portfolio manager for unit trust funds and discretionary portfolio mandates. Prior to joining AIIMAN, Shahrul spent 7 years with Public Mutual Berhad (PMB) under the Fixed Income Portfolio Management Department. His fixed income experience includes credit research and portfolio management for both bonds and money market portfolios before leaving as a Senior Portfolio Manager. Prior to his tenure in PMB, Shahrul worked for 2 years with ValueCap Sdn Bhd, an asset management company under Khazanah, Malaysia, as a senior analyst and was responsible for undertaking investment research which includes regional capital markets analysis, country macro-economic analysis as well as stock valuation and financial analysis. Shahrul was also previously a finance and economic lecturer in the University of Malaya and was an economic officer with Malaysia External Trade Development Corporation and Malaysia's Economic Planning Unit, Prime Minister's Department. Shahrul graduated from University of Malaya with a Master of Business Administration (Finance) with Distinction and from University of Missouri at Kansas City, U.S. with a Bachelor of Arts in Economics. He is the designated fund manager for the AHAM Aiiman ESG Income Plus Fund.

For further information on External Fund Manager including material litigation (if any), you may obtain the details from our website at www.aham.com.my.

SHARIAH ADVISER

ABOUT AMANIE

Amanie Advisors Sdn Bhd ("Amanie") is a Shariah advisory, consultancy, training and research and development boutique for institutional and corporate clientele focusing on Islamic financial services. Amanie is a registered Shariah adviser (Corporation) with the SC. It has been established with the aim of addressing the global needs for experts' and Shariah scholars' pro-active input. This will ultimately allow the players in the industry to manage and achieve their business and financial goals in accordance with the Shariah Principles. Amanie also focuses on organizational aspect of the development of human capital in Islamic finance worldwide through providing updated quality learning embracing both local and global issues on Islamic financial products and services. The company is led by Tan Sri Dr. Mohd Daud Bakar and teamed by an active and established panel of consultants covering every aspect related to the Islamic banking and finance industry both in Malaysia and the global market. Currently the team comprises of eight (8) full-time consultants who represent dynamic and experienced professionals with a mixture of corporate finance, accounting, product development, Shariah law and education. Amanie meets the Manager every quarter to address Shariah Advisory matters pertaining to the Fund. Amanie also reviews the Fund's investment on a monthly basis to ensure compliance with Shariah principles at all times. Amanie has over one hundred and twenty (120) funds which it acts as Shariah adviser.

Roles and Responsibilities of Amanie

- (1) To ensure that the Fund is managed and administered in accordance with Shariah principles.
- (2) To provide expertise and guidance in all matters relating to Shariah principles, including on the Deed and this Prospectus, its structure and investment process, and other operational and administrative matters.
- (3) To consult with SC where there is any ambiguity or uncertainty as to an investment, instrument, system, procedure and/or process.
- (4) To act with due care, skill and diligence in carrying out its duties and responsibilities.
- (5) Responsible for scrutinizing the Fund's compliance report as provided by the compliance officer, and investment transaction reports provided by, or duly approved by, the Trustee to ensure that the Fund's investments are in line with Shariah principles.
- (6) To prepare a report to be included in the Fund's semi-annual and annual reports certifying whether the Fund has been managed and administered in accordance with Shariah principles for the period concerned.

Designated Person Responsible for Shariah Matters of the Fund

Tan Sri Dr. Mohd Daud Bakar - Shariah Adviser

Tan Sri Dr. Mohd Daud Bakar is the Founder and Executive Chairman of Amanie Group. One of its flagship companies namely Amanie Advisors, is operating in a few cities globally. He serves as the Chairman of the Shariah Advisory Council (SAC) ofthe Astana International Financial Centre (AIFC), Kazakhstan, the First Abu Dhabi Bank (UAE), and Permodalan Nasional Berhad (PNB). He was the former Chairman of the Shariah Advisory Council (SAC) at the Central Bank of Malaysia, and former Chairman of the SAC at the Securities Commission of Malaysia.

Tan Sri Dr Daud is also a Shariah board member of various global financial institutions, including the National Bank of Oman (Oman), Amundi Asset Management (France), Bank of London and Middle East (London), BNP Paribas Najma (Bahrain), Natixis Bank (Dubai), Morgan Stanley (Dubai), Sedco Capital (Saudi and Luxembourg) and Dow Jones Islamic Market Index (New York) amongst many others.

Tan Sri serves as the Chairman of Federal Territory Islamic Religious Department [Majlis Agama Islam Persekutuan (MAIWP)]. In the corporate world, he is currently a member of the PNB Investment Committee. Previously, he served as a Board Director at Sime Darby Property Berhad and Chairman to Malaysia Islamic Economic Development Foundation (YaPEIM). In addition, he is the co-founder of Experts Analytics Centre Sdn Bhd and MyFinB Sdn. Bhd. He also serves as the Chairman of Berry Pay Sdn. Bhd., Data Sukan Consulting Sdn. Bhd., Bio Fluid Sdn. Bhd., KAB Gold Dynamics Sdn. Bhd., BioAngle Vacs Sdn. Bhd., Tulus Digital Sdn. Bhd., and Amanie-Afra Halal Capital Co (Bangkok). He was the former 8th President of the International Islamic University of Malaysia (IIUM). Due to his versatility, it is not a surprise when Tan Sri has embarked into another new venture by owning the majority shares of Kedah Football Club (KDA FC) in September 2022.

The most recent recognition is Tan Sri Dr Mohd Daud has being conferred the esteemed Tokoh Maal Hijrah award by the State Government of Kedah in conjunction with the state-level Maal Hijrah celebration on July 2023. In 2022, Tan Sri Dr Mohd Daud has received the "Royal Award for Islamic Finance 2022" by His Majesty, the King of Malaysia. While in 2014, he received the "Most Outstanding Individual" award by His Majesty, the King of Malaysia, in conjunction with the national-level Prophet Muhammad's birthday. Under his leadership, Amanie Advisors received the "Islamic Economy Knowledge Infrastructure Award" at the Global Islamic Economy Summit, Dubai 2015, by His Highness Sheikh Mohammed bin Rashid Al Maktoum, Vice President and Prime Minister of the UAE and Ruler of Dubai, Oct 2015. On 13 November 2021, he was conferred the Darjah Kebesaran Panglima Setia Mahkota (P.S.M.) which carries the title of "Tan Sri".

He received his first degree in Shariah from University of Kuwait in 1988 and obtained his PhD from University of St. Andrews, United Kingdom in 1993. In 2002, he completed his external Bachelor of Jurisprudence at University of Malaya.

Tan Sri's first book entitled "Shariah Minds in Islamic Finance: An Inside Story of A Shariah Scholar" has won the "Islamic Finance Book of the Year 2016" by the Global Islamic Finance Award (GIFA) 2016. Then, his book on sukuk entitled "An Insightful Journey to Emirates Airline Sukuk: Pushing The Boundaries of Islamic Finance" has also won the "Best Islamic Finance Case 2017" by the GIFA 2017 in Kazakhstan. To date, Tan Sri has been authoring more than 40 books with different genre.

For further information on Shariah Adviser, you may obtain the details from our website at www.aham.com.my.

RELATED PARTIES TRANSACTION AND CONFLICT OF INTEREST

AHAM has in place policies and procedures to deal with any conflict of interest situations. In making an investment transaction for the Fund, AHAM will not make improper use of its position in managing the Fund to gain, directly or indirectly, any advantage or to cause detriment to the interests of Unit Holders. Where the interests of the directors or the person(s) or members of a committee undertaking the oversight function's interests may conflict with that of the Fund, they are to refrain from participating in the decision-making process relating to the matter. Staff of AHAM are required to seek prior approval from the executive director or the managing director of AHAM before dealing in any form of securities.

All transactions with related parties are to be executed on terms which are best available to the Fund and which are no less favourable to the Fund than an arm's length transaction between independent parties. Save for the transactions disclosed below, the Manager is not aware of any existing and/or proposed related party transactions or potential conflict of interest situations or other subsisting contracts of arrangements involving the Fund:

- (i) Dealings on sale and purchase of Shariah-compliant securities and instruments by the Fund and holding of Units in the Fund by related parties.
- (ii) Transactions with AIIMAN (being the wholly owned subsidiary of AHAM) arising from the appointment of AIIMAN as the external fund manager to the Fund.

The tax advisers, External Fund Manager, Shariah Adviser and solicitors have confirmed that they do not have any existing or potential conflict of interest with AHAM and/or the Fund.

TAXATION ADVISER'S LETTER

Taxation adviser's letter in respect of the taxation of the unit trust fund and the unit holders (prepared for inclusion in this Replacement Prospectus)

Ernst & Young Tax Consultants Sdn Bhd Level 23A Menara Milenium Jalan Damanlela Pusat Bandar Damansara 50490 Kuala Lumpur 9 January 2024

The Board of Directors AHAM Asset Management Berhad Ground Floor, Menara Boustead 69, Jalan Raja Chulan 50200 Kuala Lumpur

Dear Sirs

Taxation of the unit trust fund and unit holders

This letter has been prepared for inclusion in this Replacement Prospectus in connection with the offer of units in the unit trust known as AHAM Aiiman ESG Income Plus Fund (formerly known as AHAM Aiiman Income Plus Fund) (hereinafter referred to as "the Fund").

The purpose of this letter is to provide prospective unit holders with an overview of the impact of taxation on the Fund and the unit holders.

Taxation of the Fund

The taxation of the Fund is subject to the provisions of the Malaysian Income Tax Act 1967 (MITA), particularly Sections 61 and 63B.

Subject to certain exemptions, the income of the Fund comprising profits and other investment income derived from or accruing in Malaysia after deducting tax allowable expenses, is subject to Malaysian income tax at the rate of 24% with effect from the year of assessment 2016.

Under Section 2(7) of the MITA, any reference to interest shall apply, *mutatis mutandis*, to gains or profits received and expenses incurred, in lieu of interest, in transactions conducted in accordance with the principles of *Syariah*.

The effect of this is that any gains or profits received (hereinafter referred to as "profits") and expenses incurred, in lieu of interest, in transactions conducted in accordance with the principles of *Syariah*, will be accorded the same tax treatment as if they were interest.

Tax allowable expenses would comprise expenses falling under Section 33(1) and Section 63B of the MITA. Section 33(1) permits a deduction for expenses that are wholly and exclusively incurred in the production of gross income. In addition, Section 63B allows unit trusts a deduction for a portion of other expenses (referred to as 'permitted expenses') not directly related to the production of income, as explained below.

"Permitted expenses" refer to the following expenses incurred by the Fund which are not deductible under Section 33(1) of the MITA:

- the manager's remuneration,
- maintenance of the register of unit holders,
- share registration expenses,
- secretarial, audit and accounting fees, telephone charges, printing and stationery costs and postage.

These expenses are given a partial deduction under Section 63B of the MITA, based on the following formula:

where A is the total of the permitted expenses incurred for that basis period;

- B is gross income consisting of dividend¹, interest and rent chargeable to tax for that basis period; and
- C is the aggregate of the gross income consisting of dividend¹ and interest (whether such dividend or interest is exempt or not) and rent, and gains made from the realisation of investments (whether chargeable to tax or not) for that basis period,

provided that the amount of deduction to be made shall not be less than 10% of the total permitted expenses incurred for that basis period.

Exempt income

The following income of the Fund is exempt from income tax:

Malaysian sourced dividends

All Malaysian-sourced dividends should be exempt from income tax.

Malaysian sourced interest

- (i) interest from securities or bonds issued or guaranteed by the Government of Malaysia;
- (ii) interest from debentures or *sukuk*, other than convertible loan stock, approved or authorized by, or lodged with, the Securities Commission;
- (iii) interest from Bon Simpanan Malaysia issued by Bank Negara Malaysia;
- (iv) interest derived from Malaysia and paid or credited by banks licensed under the Financial Services Act 2013 or the Islamic Financial Services Act 2013²;
- (v) interest derived from Malaysia and paid or credited by any development financial institution prescribed under the Development Financial Institutions Act 2002 Error! Bookmark not defined.;
- (vi) interest from *sukuk* originating from Malaysia, other than convertible loan stock, issued in any currency other than Ringgit and approved or authorized by, or lodged with, the Securities Commission or approved by the Labuan Financial Services Authority (LFSA)³; and
- (vii) interest which is specifically exempted by way of statutory orders or any other specific exemption provided by the Minister.

Discount

Tax exemption is given on discount paid or credited to any unit trust in respect of investments as specified in items (i), (ii) and (iii) above.

Pursuant to Section 15 of the Finance Act 2011, with effect from the year of assessment 2011, dividend income is deemed to include income distributed by a unit trust which includes distributions from Real Estate Investment Trusts.

² Effective from 1 January 2019, the income tax exemption for a unit trust fund, pursuant to Paragraph 35A, Schedule 6 of the Income Tax Act, 1967 shall not apply to a wholesale fund which is a money market fund.

³ Effective from the year of assessment 2017, the exemption shall not apply to interest paid or credited to a company in the same group or interest paid or credited to a bank licensed under the Financial Services Act 2013 or the Islamic Financial Services Act 2013; or a development financial institution prescribed under the Development Financial Institutions Act 2002.

Foreign-sourced income

Pursuant to the Finance Act 2021, income derived by a resident person from sources outside Malaysia and received in Malaysia from 1 January 2022 will no longer be exempt from tax.

The Guidelines issued by the Malaysian Inland Revenue Board on 29 September 2022 (amended on 29 December 2022) define the term "received in Malaysia" to mean transferred or brought into Malaysia, either by way of cash⁴ or electronic funds transfer⁵.

Foreign-sourced income (FSI) received in Malaysia during the transitional period from 1 January 2022 to 30 June 2022 will be taxed at 3% of gross. From 1 July 2022 onwards, FSI received in Malaysia will be taxed at the prevailing tax rate(s) of the taxpayer and based on applicable tax rules. Bilateral or unilateral tax credits may be allowed if the same income has suffered foreign tax, and where relevant conditions are met.

Income Tax (Exemption) (No. 6) Order 2022 has been issued to exempt a "qualifying person" from the payment of income tax in respect of dividend income which is received in Malaysia from outside Malaysia, effective from 1 January 2022 to 31 December 2026. The exemption will however not apply to a person carrying on the business of banking, insurance or sea or air transport. As the definition of "qualifying person" does not include unit trust funds, it would mean that resident unit trust funds would technically not qualify for the exemption, unless there are further updates thereto.

Gains from the realisation of investments

Pursuant to the Finance (No. 2) Act 2023 ("Finance Act"), gains from the realisation of investments by a unit trust would no longer be exempt from tax. Pursuant to Section 61(1)(b) of the MITA, gains arising from the realisation of investments shall be treated as income of a unit trust under Section 4(aa) of MITA, provided that such gains are not related to real property as defined in the Real Property Gains Tax Act 1976. Section 4(aa) provides that gains or profits from the disposal of a capital asset⁷ are to be treated as a class of income. Paragraph 38 of Schedule 6 of the MITA, introduced via the Finance Act, then provides an income tax exemption on gains or profits from the disposal of a capital asset situated in Malaysia, other than:

- (i) Disposal of shares of a company incorporated in Malaysia not listed on the stock exchange⁸; and
- (ii) Disposal of shares under Section 15C of the MITA, which was introduced via the Finance Act, Section 15C deems gains or profits from the disposal of shares in a company incorporated outside Malaysia ("foreign company") to be derived from Malaysia and hence subject to Malaysian income tax, where the foreign company directly or indirectly owns real property in Malaysia exceeding certain thresholds, as determined based on the parameters of Section 15C

As such, capital assets that fall within the scope of charge of the MITA are as follows:

- a) Capital assets situated in Malaysia Shares of a company incorporated in Malaysia not listed on the stock exchange and shares in foreign incorporated companies deriving value from real property in Malaysia.
- b) Capital assets situated outside Malaysia All capital assets, not limited to shares.

Gains from disposal of capital assets situated outside Malaysia will only be subject to tax when the gains are received in Malaysia.

 $^{^{\}rm 4}$ "Cash" in this context is defined as banknotes, coins and cheques.

⁵ "Electronic funds transfer" means bank transfers (e.g., credit or debit transfers), payment cards (debit card, credit card and charge card), electronic money, privately-issued digital assets (e.g., crypto-assets, stablecoins) and central bank digital currency.

⁶ "Qualifying person" in this context means a person resident in Malaysia who is:

⁽a) An individual who has dividend income received in Malaysia from outside Malaysia in relation to a partnership business in Malaysia;

⁽b) A limited liability partnership which is registered under the Limited Liability Partnerships Act 2012; or

⁽c) A company which is incorporated or registered under the Companies Act 2016.

⁷ "Capital asset" means movable or immovable property including any rights or interest thereof.

⁸ "stock exchange" has the meaning assigned to it in the Capital Markets and Services Act 2007

The Finance Act provides an effective date of 1 January 2024 for the above changes to the MITA. However, pursuant to the Income Tax (Exemption) (No. 7) Order 2023 [P.U.(A) 410], a trust body is exempted from the payment of income tax in respect of any gains or profits received from the disposal of shares of a company incorporated in Malaysia not listed on the stock exchange. This exemption applies for such disposals from 1 January to 29 February 2024.

The relevant tax rates of the gains of the disposal of capital assets are as below:

		Tax rates
A.	Disposal of capital assets situated in Malaysia which was acquired before 1 January 2024	
	On chargeable income of the disposalOn gross disposal price	10% 2%
В.	Disposal of capital assets situated in Malaysia which was acquired after 1 January 2024	
	On chargeable income of the disposal	10%
C.	Disposal of capital assets situated outside Malaysia	
	On chargeable income of the disposal	24% (prevailing tax rate of a unit trust)

Implementation of Sales and Service Tax ("SST")

Sales and Service Tax ("SST") was re-introduced effective 1 September 2018. Sales Tax of 10% (most common rate) or 5% is charged by Malaysian manufacturers of taxable goods or upon importation into Malaysia of such taxable goods, unless specifically exempted under the Sales Tax (Goods Exempted From Tax) Order 2018. Service Tax is charged on certain prescribed taxable services performed by taxable persons as stipulated under Service Tax Regulations 2018. The input tax recovery mechanism under the previous GST regime does not apply to SST. Therefore, any SST incurred is not recoverable and will form a cost element for businesses.

Based on the Service Tax Regulations 2018, a unit trust fund is neither regarded as a taxable person nor as providing taxable services and is therefore not liable for SST registration. Where the Fund incurs expenses such as management fees, the management services provided by asset and fund managers who are licensed or registered with Securities Commission Malaysia for carrying out the regulated activity of fund management under the Capital Markets and Services Act 2007, are specifically excluded from the scope of Service Tax. As for other fees, such as trustee fees and other administrative charges, these may be subject to service tax⁹ provided they fall within the scope of service tax (i.e. are provided by a "taxable person", who exceeds the required annual threshold (in most cases RM 500,000 per annum) and the services qualify as "taxable services").

Taxation of unit holders

For Malaysian income tax purposes, unit holders will be taxed on their share of the distributions received from the Fund.

The income of unit holders from their investment in the Fund broadly falls under the following categories:

- 1. taxable distributions; and
- 2. non-taxable and exempt distributions.

⁹ Pursuant to Service Tax Regulations 2018, the service tax rate is at 6%. It was proposed in Budget 2024 that the service tax rate be increased from 6% to 8% effective from 1 March 2024.

In addition, unit holders may also realise a gain from the sale of units.

The tax implications of each of the above categories are explained below:

1. Taxable distributions

Distributions received from the Fund will have to be grossed up to take into account the underlying tax paid by the Fund and the unit holder will be taxed on the grossed up amount. See however item 2 below on certain distributions which are not taxable to unit holders.

Such taxable distributions carry a tax credit, which will be available for set-off against any Malaysian income tax payable by the unit holder. Should the tax deducted at source exceed the tax liability of the unit holder, the excess is refundable to the unit holders.

Please refer to the paragraph below for the income tax rates applicable to the grossed up distributions.

2. Non-taxable and exempt distributions

Tax exempt distributions made out of gains from the realisation of investments and exempt income earned by the Fund will not be subject to Malaysian income tax in the hands of the unit holders.

A retail money market fund is exempted from tax on its interest income derived from Malaysia, pursuant to Paragraph 35A of Schedule 6 of the MITA. Pursuant to the Finance Act 2021, with effect from 1 January 2022, distributions by a retail money market fund from such tax exempt interest income, to a unit holder other than an individual, will no longer be exempt from tax. The distribution to unit holders other than individuals will be subject to withholding tax at 24%. This would be a final tax for non-residents. Malaysian residents are required to include the distributions in their tax returns and claim a credit in respect of the withholding tax suffered. Individuals will continue to be exempt from tax on such distributions.

As stated above, with effect from 1 January 2024 (1 March 2024 for disposals of shares of a company incorporated in Malaysia not listed on the stock exchange), gains arising from the realisation of investments shall be treated as income of the Fund under Section 4(aa), pursuant to the proviso of Section 61(1)(b) of MITA. However, pursuant to Section 61(1A) of MITA, unit holders will still not be charged to tax on the gains referred to in the proviso to Section 61(1)(b).

Rates of tax

The Malaysian income tax chargeable on the unit holders would depend on their tax residence status and whether they are individuals, corporations or trust bodies. The relevant income tax rates are as follows:

Unit holders	Malaysian income tax rates
Malaysian tax resident:	
 Individual and non-corporate unit holders (such as associations and societies) 	 Progressive tax rates ranging from 0% to 30%
• Co-operatives ¹⁰	 Progressive tax rates ranging from 0% to 24%
Trust bodies	• 24%

 $^{^{10}\,}$ Pursuant to Paragraph 12(1), Schedule 6 of the MITA, the income of any co-operative society—

is exempt from tax.

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⁽a) in respect of a period of five years commencing from the date of registration of such co-operative society; and

⁽b) thereafter where the members' funds [as defined in Paragraph 12(2)] of such co-operative society as at the first day of the basis period for the year of assessment is less than seven hundred and fifty thousand ringgit,

Unit holders	Malaysian income tax rates
Corporate unit holders	
(i) A company with paid up capital in respect of ordinary shares of not more than RM2.5 million (at the beginning of the basis period for the year of assessment) and gross income from a source or sources consisting of a business not exceeding RM50 million for the basis period for the year of assessment ¹¹ 12	 First RM150,000 of chargeable income @ 15%¹³ Next RM450,000 of chargeable income @17% Chargeable income in excess of RM600,000 @ 24%
(ii) Companies other than (i) above	• 24%
Non-Malaysian tax resident (Note 1):	
Individual and non-corporate unit holders	• 30%
Corporate unit holders and trust bodies	• 24%

Note 1:

Non-resident unit holders may be subject to tax in their respective countries depending on the provisions of the tax legislation in the respective countries and any existing double taxation arrangements with Malaysia.

Gains from sale of units

Gains arising from the sale of units will generally not be subject to income tax in the hands of unit holders unless they are insurance companies, financial institutions or traders / dealers in securities.

Unit splits and reinvestment of distributions

Unit holders may also receive new units as a result of unit splits or may choose to reinvest their distributions. The income tax implications of these are as follows:

- Unit splits new units issued by the Fund pursuant to a unit split will not be subject to income tax in the hands of the unit holders.
- Reinvestment of distributions unit holders may choose to reinvest their income distribution in new units by informing the Manager. In this event, the unit holder will be deemed to have received the distribution and reinvested it with the Fund.

¹¹ A company would not be eligible for the concessionary tax rate on the first RM600,000 of chargeable income if:-

⁽a) more than 50% of the paid-up capital in respect of the ordinary shares of the company is directly or indirectly owned by a related company which has paid-up capital in respect of ordinary shares of more than RM2.5 million at the beginning of a basis period for a year of assessment;

⁽b) the company owns directly or indirectly more than 50% of the paid-up capital in respect of the ordinary shares of a related company which has paid-up capital in respect of ordinary shares of more than RM2.5 million at the beginning of a basis period for a year of assessment;

⁽c) more than 50% of the paid-up capital in respect of the ordinary shares of the company and a related company which has a paid-up capital in respect of ordinary shares of more than RM2.5 million at the beginning of a basis period for a year of assessment is directly or indirectly owned by another company.

⁽d) Pursuant to the Finance Act 2023, effective from the year of assessment 2024, in order for a company to qualify for the concessionary tax rates not more than 20% of the paid-up capital in respect of the ordinary shares of the company at the beginning of a basis period for a year of assessment can be directly or indirectly owned by one or more companies incorporated outside Malaysia or by individuals who are not citizens of Malaysia.

¹² The above excludes a business trust and a company which is established for the issuance of asset-backed securities in a securitization transaction approved by the Securities Commission.

¹³ Pursuant to the Finance Act 2023, effective from the year of assessment 2023, the concessionary tax rate is reduced from 17% to 15% for the first RM150,000 of chargeable income.

We hereby confirm that, as at the date of this letter, the statements made in this letter correctly reflect our understanding of the tax position under current Malaysian tax legislation and the related interpretation and practice thereof, all of which are subject to change, possibly on a retrospective basis. We have not been retained (unless specifically instructed hereafter), nor are we obligated to monitor or update the statements for future conditions that may affect these statements.

The statements made in this letter are not intended to be a complete analysis of the tax consequences relating to an investor in the Fund. As the particular circumstances of each investor may differ, we recommend that investors obtain independent advice on the tax issues associated with an investment in the Fund.

Yours faithfully
Ernst & Young Tax Consultants Sdn Bhd

Koh Leh Kien Partner

Ernst & Young Tax Consultants Sdn Bhd has given its consent to the inclusion of the Taxation Adviser's Letter in the form and context in which it appears in this Replacement Prospectus and has not withdrawn such consent before the date of issue of this Replacement Prospectus.

RELEVANT INFORMATION

INFORMATION AVENUES

How can I keep track of my investment?

You may obtain the daily Fund price from our website at www.aham.com.my.

The daily prices are based on information available one (1) Business Days prior to publication.

We will provide you with an annual report and a semi-annual report within two (2) months after the end of the financial period the report covers. In addition, we will also send you a monthly statement confirming the current Unit holdings and transactions relating to your Units in the Fund.

THE FUND'S ANNUAL REPORT IS AVAILABLE UPON REQUEST.

Who should I contact if I need additional information of the Fund?

You can seek assistance from our customer service personnel at our toll free number 1-800-88-7080 between 8.45 a.m. to 5.30 p.m. on a Business Day. Alternatively, you can email us at customercare@aham.com.my.

COMPLAINTS AVENUES

How do I make a complaint?

You may e-mail us at customercare@aham.com.my with the following information:

- (a) particulars of the complainant which include name, correspondence address, contact number, e-mail address (if any) and other relevant information;
- (b) circumstances of the non-compliance or improper conduct;
- (c) parties alleged to be involved in the improper conduct; and
- (d) any other supporting documentary evidence (if any).

ANTI-MONEY LAUNDERING POLICIES AND PROCEDURES

Pursuant to the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 ("AMLATFPUAA") and SC's Guidelines on Prevention of Money Laundering and Terrorism Financing for Reporting Institutions in the Capital Market, it is our responsibility to prevent AHAM from being used for money laundering and terrorism financing activities. To this end, we have established an Anti-Money Laundering/Counter-Financing of Terrorism Framework (AML/CFT Framework) and put in place anti-money laundering process and procedures to combat such activities. This includes a robust due diligence process and procedures for client on-boarding (such as know-your-client procedures and customer due diligence) as well as ongoing monitoring of clients' transactions to detect any suspicious transactions.

To meet our regulatory obligations to verify the identity of our clients and to verify the source of funds, we may request for additional information from you. Information requested may include, but not limited to, supporting documents, documentary evidence to support information given and could extend to documents regarding identity of beneficial owners (if applicable). We reserve the right to reject an application to invest in the Fund should clients fail to provide the information required. Furthermore, where a particular transaction is deemed suspicious, we have an obligation under the AMLATFPUAA to notify the relevant authority of the transaction.

CONSENTS

- The Trustee, External Fund Manager and Shariah Adviser have given their consent to the inclusion of their names in the form and context in which such names appear in this Prospectus and have not subsequently withdrawn such consent before the issuance of this Prospectus; and
- The tax adviser has given its consent to the inclusion of its name and the tax adviser's letter in the form and context in which such name and tax adviser's letter appear in this Prospectus and has not subsequently withdrawn such consent before the issuance of this Prospectus.

DOCUMENTS AVAILABLE FOR INSPECTION

You may inspect without charge, at the business address of the Manager, the following documents or copies thereof, where applicable:

- The Deed and the supplemental deeds (if any) of the Fund;
- The Prospectus and supplemental or replacement prospectus (if any) of the Fund;
- The latest annual and semi-annual reports of the Fund;
- Each material contract disclosed in the Prospectus and, in the case of contracts not reduced into writing, a memorandum which gives full particulars of the contract;
- The audited financial statements of AHAM and the Fund for the current financial year (where applicable) and the last three (3) financial years or if less than three (3) years, from the date of incorporation or commencement;
- All reports, letters or other documents, valuations and statements by any expert, any part of which is extracted or referred to in the Prospectus. Where a summary expert's report is included in the Prospectus, the corresponding full expert's report should be made available for inspection;
- > Writ and relevant cause papers for all material litigation and arbitration disclosed in the Prospectus; and
- Any consent given by experts disclosed the Prospectus.

DIRECTORY OF SALES OFFICES

AHAM ASSET MANAGEMENT BERHAD:

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Fax: 085 – 418 372

AUTHORISED DISTRIBUTORS:

For more information about our authorised distributors, kindly contact our customer service personnel at our toll free number 1-800-88-7080 between 8.45 a.m. to 5.30 p.m. on a Business Day. Alternatively, you can e-mail us at customercare@aham.com.my.

PROSPECTIVE UNIT HOLDERS SHOULD READ AND UNDERSTAND THE CONTENTS OF THE PROSPECTUS AND, IF NECESSARY, SHOULD CONSULT THEIR ADVISER(S).

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