



# RHB Big Cap China Enterprise Fund

**Manager**

RHB Asset Management Sdn Bhd  
198801007231 (174588-X)  
(A member of RHB Banking Group)

**Trustee**

HSBC (Malaysia) Trustee Berhad  
193701000084 (1281-T)  
(A member of the HSBC Group)

This prospectus is dated 30 September 2023  
Constitution Date of the Fund : 16 October 2007

THIS IS A REPLACEMENT PROSPECTUS WHICH REPLACES AND SUPERSEDES THE  
MASTER PROSPECTUS DATED 3 SEPTEMBER 2017 AND SUPPLEMENTARY MASTER  
PROSPECTUS DATED 12 SEPTEMBER 2018 IN RESPECT OF THE FUND.

**RHB Asset Management Head Office**

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

Tel : 03-9205 8000

Fax: 03-9205 8100

[rhbgroup.com](http://rhbgroup.com)

RHB Asset Management Sdn Bhd 198801007231 (174588-X)



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

FOR INFORMATION CONCERNING CERTAIN RISK FACTORS  
WHICH SHOULD BE CONSIDERED BY PROSPECTIVE INVESTORS,  
SEE "RISK FACTORS" COMMENCING ON PAGE 16.

**Responsibility Statement**

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

**Statements of Disclaimer**

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

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

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

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

**Additional Statements**

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

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**APPLICATION FORM & UNIT TRUST LOAN FINANCING RISK DISCLOSURE STATEMENT**

**DEFINITIONS**

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

AUD	Australian Dollar, the lawful currency of Australia.
AUD-Hedged Class	The Class denominated in AUD which seeks to reduce the effect of currency fluctuations between the currency of the Class and the Base Currency.
Base Currency	The base currency of the Fund, i.e. USD.
Bursa Malaysia	The stock exchange managed and operated by the Bursa Malaysia Securities Berhad.
Business Day	A day on which Bursa Malaysia and the foreign markets* are open for trading.  * foreign markets in which investments of the Fund having in aggregate values amounting to at least 50% of the Fund's Net Asset Value are invested therein.
Class(es)	Any number of class(es) of Unit(s) representing similar interests in the assets of the Fund although a class of Units may have different features from another class of Units and such class(es) of Unit(s) may be issued by the Fund from time to time; a "Class" means any one class of Units.
Deed	Deed dated 16 October 2007 as modified via its first supplemental deed dated 4 September 2013, second supplemental deed dated 16 February 2015, third supplemental deed dated 3 June 2015, fourth supplemental deed dated 22 March 2023 and any other supplemental deeds as may be registered with the Securities Commission from time to time.
Deposits	Unless stated otherwise in this prospectus, deposits refer to any deposits with a financial institution which are not embedded or linked to financial derivatives and where applicable these are current accounts, short term money market deposits and short term deposits with financial institutions.
Eligible Market	An exchange, government securities market or an over-the-counter market that is regulated by a regulatory authority of that jurisdiction; that is open to the public or to a substantial number of market participants; and on which financial instruments are regularly traded.
EPF	Employees Provident Fund.
EPF-MIS	Employees Provident Fund – Members' Investment Scheme.
External Investment Manager	RHB Asset Management Pte Ltd, Singapore.
EUR	Euro.

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EUR-Hedged Class	The Class denominated in EUR which seeks to reduce the effect of currency fluctuations between the currency of the Class and the Base Currency.
FIMM	Federation of Investment Managers Malaysia.
financial institution(s)	(a) If the institution is in Malaysia – (i) licensed bank or licensed investment bank as defined under the Financial Services Act 2013; or (ii) licensed Islamic bank as defined under the Islamic Financial Services Act 2013; 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.
Fund	RHB Big Cap China Enterprise Fund.
GBP	British Pound Sterling, the lawful currency of the United Kingdom.
GBP-Hedged Class	The Class denominated in GBP which seeks to reduce the effect of currency fluctuations between the currency of the Class and the Base Currency.
Guidelines	Guidelines on Unit Trust Funds issued by the Securities Commission including all amendments and/or revision thereto issued by the Securities Commission and any other relevant guidelines issued by the Securities Commission.
IUTA(s)	Institutional unit trust scheme adviser(s).
Latest Practicable Date	31 May 2023.
Manager	RHB Asset Management Sdn Bhd.
MSCI	Morgan Stanley Capital International.
Multiclass ratio or MCR	MCR is the apportionment of the Net Asset Value of each Class relative to the size of the whole Fund. The MCR is calculated by dividing the Net Asset Value of the respective Class by the Net Asset Value of the Fund before income and expenses for the day. The apportionment is expressed as a ratio and calculated as a percentage.
Net Asset Value	The Net Asset Value of the Fund or a Class is determined by deducting the value of all the Fund's liabilities (or the liabilities relating to that Class) from the value of all the Fund's assets (or assets relating to that Class), at the valuation point.
Net Asset Value per Unit	The Net Asset Value attributed to a Class divided by the total number of Units in circulation for that Class at the valuation point.
OTC	Over-the-counter.

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Repurchase Price	The price (before deducting any repurchase charge) payable by the Manager to a Unit Holder pursuant to the repurchase of a Unit. The Repurchase Price shall be the Net Asset Value per Unit as at the next valuation point of the Fund's relevant Business Day ("forward pricing") after the complete repurchase request is received by the Manager. A repurchase charge, if any, will be computed separately based on the withdrawal amount/repurchase amount, net of bank charges (if any).
RMB	Renminbi Yuan, the lawful currency of the People's Republic of China.
RMB-Hedged Class	The Class denominated in RMB which seeks to reduce the effect of currency fluctuations between the currency of the Class and the Base Currency.
RM	Ringgit Malaysia, the lawful currency of Malaysia.
RM Class	The Class denominated in RM.
RM-Hedged Class	The Class denominated in RM which seeks to reduce the effect of currency fluctuations between the currency of the Class and the Base Currency.
Securities Commission	Securities Commission Malaysia.
Selling Price	The price (before adding any sales charge) payable by an investor or a Unit Holder for the purchase of a Unit. The Selling Price shall be the Net Asset Value per Unit as at the next valuation point of the Fund's relevant Business Day ("forward pricing") after the application for Units is received by the Manager. A sales charge, if any, will be computed separately based on the investment amount/purchase amount, net of bank charges (if any).
SGD	Singapore Dollar, the lawful currency of Singapore.
SGD-Hedged Class	The Class denominated in SGD which seeks to reduce the effect of currency fluctuations between the currency of the Class and the Base Currency.
Trustee	HSBC (Malaysia) Trustee Berhad.
Unit(s)	Unit(s) of the Fund or the relevant Class and includes fractions of a unit of the Fund or the relevant Class.
Unit Holder(s)	The person(s) for the time being registered under the provisions of the Deed as the holder of Units and includes person(s) jointly so registered, and where applicable includes the Manager.
USD	United States Dollar, the lawful currency of the United States of America.
USD Class	The Class denominated in USD.

**RHB BIG CAP CHINA ENTERPRISE FUND**

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US Person

A US Person as defined in Section 7701 (a) (30) of the Internal Revenue Code and includes an individual who is a citizen or resident of the United States of America.

**CORPORATE DIRECTORY**

**MANAGER**

RHB Asset Management Sdn Bhd

**REGISTERED OFFICE**

Level 10, Tower 1  
RHB Centre, Jalan Tun Razak  
50400 Kuala Lumpur

**PRINCIPAL OFFICE**

Level 8, Tower 2 & 3  
RHB Centre, Jalan Tun Razak  
50400 Kuala Lumpur  
Hotline: 1-800-88-3175  
Tel: 03-9205 8000  
Fax: 03-9205 8100  
E-mail: [rhbam@rhbgroup.com](mailto:rhbam@rhbgroup.com)  
Website: [www.rhbgroup.com](http://www.rhbgroup.com)

**EXTERNAL INVESTMENT MANAGER**

RHB Asset Management Pte Ltd, Singapore  
Business Office  
6 Shenton Way,  
#19-09 OUE Downtown 2,  
Singapore 068809  
Tel: (65) 6329 6399  
Fax: (65) 6223 1552  
Email: [sg.ambd@rhbgroup.com](mailto:sg.ambd@rhbgroup.com)

**TRUSTEE**

HSBC (Malaysia) Trustee Berhad

**REGISTERED OFFICE & BUSINESS OFFICE**

Level 19, Menara IQ  
Lingkaran TRX  
55188 Tun Razak Exchange  
Kuala Lumpur, Malaysia  
Tel: 03-2075 7800  
Fax: 03-8894 2611  
E-mail: [fs.client.services.myh@hsbc.com.my](mailto:fs.client.services.myh@hsbc.com.my)

## RHB BIG CAP CHINA ENTERPRISE FUND

### 1. FUND INFORMATION

#### 1.1 Basic Information

##### 1.1.1 Name of the Fund

RHB Big Cap China Enterprise Fund.

##### 1.1.2 Fund Category

Equity fund.

##### 1.1.3 Fund Type

Growth.

##### 1.1.4 Base Currency of the Fund

USD.

##### 1.1.5 Name of External Investment Manager

RHB Asset Management Pte Ltd, Singapore.

##### 1.1.6 General Information of Classes Available for Investment in the Fund

Class	Currency Denomination	Launch Date	Initial Offer Period	Initial Offer Price	Financial Year End
USD Class	USD	TBD	[•] day (TBD)	USD1.0000 per Unit	31 December
RM Class	RM	3 December 2007	Not applicable as the initial offer period for this Class has ended.	RM1.0000 per Unit	
RM-Hedged Class	RM	TBD	[•] day (TBD)	RM1.0000 per Unit	
SGD-Hedged Class	SGD	TBD	[•] day (TBD)	SGD1.0000 per Unit	
AUD-Hedged Class	AUD	TBD	[•] day (TBD)	AUD1.0000 per Unit	
EUR-Hedged Class	EUR	TBD	[•] day (TBD)	EUR1.0000 per Unit	
GBP-Hedged Class	GBP	TBD	[•] day (TBD)	GBP1.0000 per Unit	
RMB-Hedged Class	RMB	TBD	[•] day (TBD)	RMB1.0000 per Unit	

- TBD – to be determined.
- The assets of the Fund are pooled and invested as a single fund and are not segregated in respect of each Class.
- The Classes may differ in terms of currency denomination, rate of fees and charges and transaction details. Save for these differences, Unit Holders of each Class have the same rights and liabilities under the Deed.
- A separate Net Asset Value per Unit will be calculated for each Class. Any gains / losses or expenses from hedging each of the non-USD Class against the Base Currency will be borne by the respective Classes.
- The Net Asset Value per Unit will be denominated in the currency of the respective Class and may differ between Classes as a consequence of the various features of each Class.
- Pursuant to the Deed, the Manager may from time to time launch new Class(es) with different and/or similar features such as fees, charges, currency and/or distribution policy, provided that the issuance of the new Class(es) shall not, in the opinion of the Manager, prejudice the rights of the Unit Holder of the current available Classes.

### 1.1.7 Investor Profile

The Fund is suitable for investors who:

- (i) wish to participate in the potential of the fast-growing China economy; and
- (ii) are willing to accept higher risk in their investments in order to achieve long term\* capital growth.

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

### 1.1.8 Investment Objective

The Fund aims to achieve long term\* capital appreciation through investments in securities of companies with high growth potential.

Any material change to the investment objective of the Fund would require the Unit Holders’ approval.

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

### 1.1.9 Investment Strategy

The Fund will seek to achieve its investment objective through a diversified portfolio of equities and equity-linked securities issued by companies whose businesses are related to/exposed to the People’s Republic of China.

The Fund’s direct investments in China are those of companies whose securities are listed on the Hong Kong, Shanghai and Shenzhen Stock Exchanges, including China companies that are listed in other non-China markets such as the United States of America, London and Singapore Stock Exchanges. These are companies that have at least 50% of its business operations located in China and/or have at least 50% of its revenues derived from China. The Fund’s investments will also include collective investment schemes domiciled in Singapore, Luxembourg, Hong Kong, United Kingdom and United States of America investing primarily in the China markets. Notwithstanding, the Fund may also invest up to 30% of the Fund’s Net Asset Value in equities and equities-related securities of non-China companies which have operations in, exposure to, or derive part of their revenue from China, wherever they may be listed.

The Fund's direct investment in the equities and equity-linked securities issued by companies whose businesses are in China are those companies with a market capitalisation of at least USD 1 billion. Hence the Fund's name 'Big Cap'. The restriction on the market capitalisation is determined at the point of purchase.

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

In managing the Fund, the External Investment Manager will employ a multi-step investment process, combining a bottom-up investment process that involves rigorous company research with a top-down process to review asset allocation at the sector levels. Sector allocation is derived after analysing macro economic trends and country dynamics. Sector exposure limits are in place to mitigate the risks of the investments. The External Investment Manager believes long-term investment performance can be achieved by employing a rigorous research process that enables them to identify sound and profitable companies that generate superior returns as well as by identifying companies that are undervalued.

The Fund's portfolio will be structured as follows:

Minimum 70% of the Fund's Net Asset Value

- Investments in equities and equity-linked securities issued by companies whose businesses are in China and are listed on the China markets and/or other markets.

The balance of the Fund's Net Asset Value

- Investments in liquid assets including money market instruments and Deposits.

Subject to the range stipulated above, the asset allocation will be reviewed from time to time depending on the judgment of the External Investment Manager as to the general market and economic conditions. Although the Fund is actively managed, how active or the frequency of its trading strategy will very much depend on market opportunities.

The risk management strategies and techniques employed by the External Investment Manager include diversification of the Fund's investments in terms of its exposure to various industries, sectors and asset classes and/or type of investments (i.e. equity, fixed income securities and money market instruments). Financial derivatives may also be used for hedging purposes where appropriate. Generally, the assets of the Fund will be invested over a medium to long term period with disposal of the investments when necessary to control risk as well as to optimise capital gains. This is especially so when the full growth potential of the investment is deemed to have been reduced over a prolonged rise in equity values and the other available investments may present cheaper valuations and potential higher returns. The Fund also complies with the permitted investments and restrictions imposed by the Securities Commission. Adherence to the permitted investments and restrictions also helps the External Investment Manager to risk-manage the Fund's portfolio in terms of diversification. Moreover, the External Investment Manager in making their investment decisions shall at all times comply with the investment restrictions of the Fund and requirements as set out in the Deed.

For investments in foreign markets, the External Investment Manager in managing the principal risks such as country risk and currency risk will always take into consideration its evaluation of the historical developments and its prior experience in such markets. Such practice will be managed through active management and constant review, drawing on its resources and infrastructure as an established global fund manager. Investments will ultimately be made based on risk-reward.

The External Investment Manager may take temporary defensive positions that may be inconsistent with the Fund's principal strategy in attempting to respond to adverse economic, political or any other market conditions. In such circumstances, the External Investment Manager may reallocate up to 100% of the Fund's equity investments into other asset classes such as fixed income securities, money market instruments and Deposits, which are defensive in nature.

When appropriate for all Classes (except USD Class), the Manager may participate in financial derivatives, which include but is not limited to forwards and swaps, for the purpose of hedging the currency risk exposure (if any) of the various currency Classes. The benefit of any upside of currency movement is limited when hedging the various currency Class exposures to foreign currency risk as the primary interest is to protect the value of the various currency Classes.

The performance of the Fund is benchmarked against the 90% MSCI China Index (USD) and 10% RHB Bank Berhad's 12-month fixed deposit rate<sup>^</sup>. The benchmark chosen best represents the Fund's investment geographical/investment universe. For ease of reference, investors may refer to Bloomberg L.P. or to the Manager for the benchmark indicator. Investor should note that the risk profile of the Fund is different from the risk profile of the benchmark.

<sup>^</sup> *The performance benchmark of the Fund has been replaced from MSCI China Index (RM) to 90% MSCI China Index (USD) and 10% RHB Bank Berhad's 12-month fixed deposit rate with effect from the date of this replacement prospectus to reflect the revised asset allocation of the Fund.*

### 1.1.10 Distribution Policy

Consistent with the Fund's objective which aims to achieve long term\* capital appreciation, distributions will therefore be of secondary importance. Distributions, if any, after deduction of taxation and expenses will be reinvested.

Note: \* "long term" in this context refers to a period between 5 - 7 years.

### 1.1.11 Permitted Investments and Restrictions

The Fund may invest in equities and fixed income securities traded on the Bursa Malaysia or any other market considered as an Eligible Market, unlisted securities, collective investment schemes, securities/instruments in foreign markets, financial derivatives, structured products, money market instruments, Deposits and any other investments permitted by the Securities Commission from time to time.

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

- a) The aggregate value of the Fund's investments in transferable securities that are not traded or dealt in or under the rules of an Eligible Market (i.e., unlisted securities) must not exceed fifteen (15) per cent of the Fund's Net Asset Value, subject to a maximum limit of ten (10) per cent of the Fund's Net Asset Value in a single issuer, or any other limit as may be prescribed by the Securities Commission from time to time.
- b) The value of the Fund's investments in ordinary shares issued by any single issuer must not exceed ten (10) per cent of the Fund's Net Asset Value, or any other limit as may be prescribed by the Securities Commission from time to time.

- c) The value of the Fund's investments in transferable securities (i.e. equities, fixed income securities and warrants) and money market instruments issued by any single issuer must not exceed fifteen (15) per cent of the Fund's Net Asset Value ("single issuer limit"), or any other limit as may be prescribed by the Securities Commission from time to time. In determining the single issuer limit, the value of the Fund's investments in instruments in paragraph (a) issued by the same issuer must be included in the calculation.
- d) The value of the Fund's placement in Deposits with any single financial institution must not exceed twenty (20) per cent of the Fund's Net Asset Value, or any other limit as may be prescribed by the Securities Commission from time to time.
- e) The aggregate value of the Fund's investments in, or exposure to, a single issuer through transferable securities, money market instruments, Deposits, underlying assets of financial derivatives and counterparty exposure arising from the use of OTC financial derivatives must not exceed twenty-five (25) per cent of the Fund's Net Asset Value ("single issuer aggregate limit"), or any other limit as may be prescribed by the Securities Commission from time to time. In determining the single issuer aggregate limit, the value of the Fund's investments in instruments in paragraph (a) issued by the same issuer must be included in the calculation.
- f) The value of the Fund's investments in units or shares of a collective investment scheme must not exceed twenty (20) per cent of the Fund's Net Asset Value, provided that the collective investment scheme complies with paragraphs (r)(i), (ii) or (iii), excluding collective investment scheme that invests in real estate, or any other limit as may be prescribed by the Securities Commission from time to time.
- g) The value of the Fund's investments in units or shares of a collective investment scheme that invests in real estate pursuant to paragraph (r)(iii) must not exceed fifteen (15) per cent of the Fund's Net Asset Value, or any other limit as may be prescribed by the Securities Commission from time to time.
- h) The value of the Fund's investments in transferable securities and money market instruments issued by any group of companies must not exceed twenty (20) per cent of the Fund's Net Asset Value ("group limit"), or any other limit as may be prescribed by the Securities Commission from time to time. In determining the group limit, the value of the Fund's investments in instruments in paragraph (a) issued by the issuers within the same group of companies must be included in the calculation.
- i) The single issuer limit in paragraph (c) may be raised to thirty-five (35) per cent of the Fund's Net Asset Value 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, or any other limit as may be prescribed by the Securities Commission from time to time. Where the single issuer limit is increased to thirty-five (35) per cent of the Fund's Net Asset Value, the single issuer aggregate limit in paragraph (e) may be raised, subject to the group limit in paragraph (h) not exceeding thirty-five (35) per cent of the Fund's Net Asset Value, or any other limit as may be prescribed by the Securities Commission from time to time.

- j) The single financial institution limit in paragraph (d) does not apply to placements of 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 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 Deposits with various financial institutions would not be in the best interest of Unit Holders.
- k) The Fund's investments in shares or securities equivalent to shares must not exceed ten (10) per cent of the shares or securities equivalent to shares, as the case may be, issued by any single issuer, or any other limit as may be prescribed by the Securities Commission from time to time.
- l) The Fund's investments in fixed income securities must not exceed twenty (20) per cent of the fixed income securities issued by a single issuer, or any other limit as may be prescribed by the Securities Commission from time to time. This limit may be disregarded at the time of acquisition if at that time of acquisition, the gross amount of fixed income securities in issue cannot be determined.
- m) The Fund's investments in money market instruments must not exceed ten (10) per cent of the instruments issued by any single issuer, or any other limit as may be prescribed by the Securities Commission from time to time. This limit does not apply to money market instruments that do not have a pre-determined issue size.
- n) The Fund's investments in collective investment scheme must not exceed twenty-five (25) per cent of the units or shares in the collective investment scheme, or any other limit as may be prescribed by the Securities Commission from time to time.
- o) The counterparty of an OTC financial derivative must be a financial institution with a minimum long-term credit rating of investment grade (including gradation and subcategories). Subject to the aggregate limit as stipulated in the Guidelines, the maximum exposure of the Fund to the counterparty must not exceed ten (10) per cent of the Fund's Net Asset Value, or any other limit as may be prescribed by the Securities Commission from time to time based on the maximum potential loss that may be incurred by the Fund if the counterparty defaults and not on the basis of the notional value of the OTC financial derivative. The total exposure to a single counterparty is calculated by summing the exposure arising from all OTC financial derivative transactions entered into with the same counterparty.
- p) The Fund's exposure to the underlying assets (vide the financial derivatives) must not exceed the investment limits and restrictions applicable to such underlying assets as stipulated in the Guidelines, or any other limit as may be prescribed by the Securities Commission from time to time.
- q) The Fund's global exposure from its financial derivative positions must not exceed the Fund's Net Asset Value at all times, or any other limit as may be prescribed by the Securities Commission from time to time.

- r) The Fund may invest in other collective investment scheme that fall within the following categories:
- (i) a collective investment scheme authorised or recognised by the Securities Commission; or
  - (ii) a collective investment scheme that meets the following criteria:
    - the collective investment scheme is constituted and regulated in a jurisdiction where the laws and practices provide the level of investor protection that is at least equivalent to that offered in Malaysia;
    - the rules on investments, borrowing and lending are substantially similar to the requirements in the Guidelines. This would exclude hedge funds;
    - the assets of the collective investment scheme are managed by an entity which is approved, authorised or licensed by a securities regulator to conduct fund management activities; and
    - the business of the collective investment scheme is reported in semi-annual and annual reports to enable an assessment to be made of the assets and liabilities, income and operations over the reporting period; or
  - (iii) a collective investment scheme that meets the following criteria:
    - the collective investment scheme invests in permissible investments under the Guidelines, physically-backed metal exchange traded funds that comply with the Guidelines, or real estate;
    - the collective investment scheme meets the criteria imposed on transferable securities as prescribed under the Guidelines;
    - the units or shares in the collective investment scheme are listed for quotation and traded on a stock exchange that is an Eligible Market; and
    - the collective investment scheme is not an inverse or leveraged product.

The limits and restrictions mentioned herein must be complied with at all times based on the most up-to-date value of the Fund's investments. The Manager must notify the Securities Commission, within seven (7) Business Days, of any breach of investment limits and restrictions with the steps taken to rectify and prevent such breach from recurring. However, any breach as a result of (a) appreciation or depreciation in value of the Fund's investments; (b) repurchase of Units or payment made from 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, need not be reported to the Securities Commission but must be rectified as soon as practicable within three (3) months from the date of the breach unless otherwise specified in the Guidelines. The three (3) -month period may be extended if it is in the best interest of the Unit Holders and the Trustee's consent is obtained. Such extension must be subject to at least a monthly review by the Trustee. The limits and restrictions in this Section 1.1.11, however, do not apply to securities or instruments that are issued or guaranteed by the Malaysian government or Bank Negara Malaysia.

Note: If the Fund is eligible to be invested via the EPF-MIS and you transfer your moneys from your EPF account to invest in the Fund, the investments made by the Fund as well as your investment in the Fund from your EPF account will be subject to the EPF's requirements. Please refer to the website at <http://www.kwsp.gov.my> for updated information.

### 1.1.12 Investment in Unlisted Securities

The External Investment Manager will only make such investments where the External Investment Manager expects those investments to complement the objective and enhance the performance of the Fund. Such investments shall not include:

- (a) Equities not listed for trading in a stock market of a stock exchange but have been approved for such listing and are offered directly to the Fund by the issuer;

- (b) Fixed income securities traded on an organised OTC market; and
- (c) Structured products.

The Fund's investments in unlisted securities (if any) shall always be subject to the restriction stipulated in Section 1.1.11 (a).

### **1.1.13 Collective Investment Schemes**

The External Investment Manager will only make such investments where the External Investment Manager expects those investments to complement the objective and enhance the performance of the Fund. In addition, the External Investment Manager will only make such investments if the collective investment scheme is authorised or recognised by the Securities Commission, or is registered or authorised or approved by the relevant regulatory authority in its home jurisdiction as the case may be, and which operates within the general investment principles of the Guidelines. The Fund's investments in collective investment schemes (if any) shall always be subject to the restrictions stipulated in Section 1.1.11(f), (g), (n) and (r).

### **1.1.14 Financial Derivatives**

The Manager may participate in financial derivatives, when appropriate. The category of financial derivatives to be participated in shall be currency futures contracts, currency forwards and currency swaps or any other categories and/or types of financial derivatives that may be allowable by the relevant authorities from time to time. The Fund's participation in financial derivatives is to hedge the portfolio's exposure to foreign currency. The benefit of any upside from the currency movement is limited as the primary interest is to protect the value of the portfolio. When participating in such financial derivatives, the Manager will monitor the financial derivatives' valuation and credit ratings of the financial institutions as counterparty to the financial derivatives, where applicable and take appropriate actions to mitigate any risk associated with such financial derivatives. This may extend to unwinding of the financial derivatives in the event where there is a need to terminate current position due to reversal in market movement, redemption in Units or upon downgrade of the credit ratings of the financial institutions. The Fund's net market exposure to financial derivatives will not at any time exceed the Fund's Net Asset Value. Commitment approach is used to calculate the Fund's net market exposure. It is calculated as the sum of the (a) absolute value of the exposure of each individual financial derivative not involved in netting or hedging arrangements; (b) absolute value of the net exposure of each individual financial derivative after netting or hedging arrangements; and (c) the values of cash collateral received pursuant to the reduction of exposure to counterparties of OTC financial derivatives. The Fund's holding in financial derivatives (if any) shall always be subject to the restrictions stipulated in Sections 1.1.11 (e), (o), (p) and (q).

### **1.1.15 Foreign Securities**

The External Investment Manager may invest minimum 70% of the Fund's Net Asset Value in equities and equity-linked securities issued by companies whose businesses are related to/exposed to China and whose securities are listed on the Hong Kong, Shanghai and Shenzhen Stock Exchanges, including China companies that are listed or traded in other non-China markets such as Singapore, United Kingdom and United States of America.

To date, the Fund has obtained the required investor code (China) from the relevant regulatory authority which continues uninterrupted for its investments in this market.

In undertaking these foreign investments, the External Investment Manager will invest directly in the equities markets and may also invest through other collective investment schemes, where appropriate, subject to the restrictions stipulated in Section 1.1.11.

### **1.1.16 Liquid Assets**

The External Investment Manager in structuring the Fund's portfolio will maintain a reasonable level of liquid assets for the purpose of meeting redemptions and to enable the proper and efficient management of the Fund.

The Fund shall not borrow in connection with its activities or lend any of its cash or investments unless practicable and permitted by the Guidelines and any practice notes issued by the Securities Commission from time to time or other relevant laws or regulations pertaining to unit trust funds. Nonetheless, the Fund may borrow cash on a temporary basis (i.e. not more than one (1) month) from financial institutions to meet redemption requests. Such borrowing shall not exceed ten (10) per cent of the Fund's Net Asset Value at the time the borrowing is incurred.

## **1.2 Investment Philosophy**

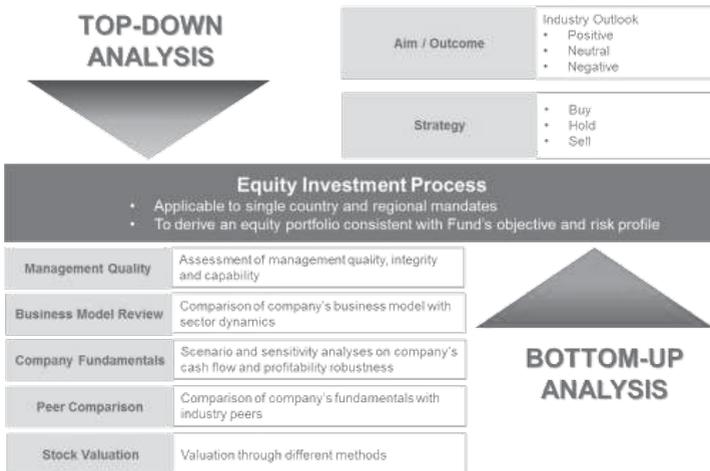
The External Investment Manager's investment philosophy describes the approach that the investment team will adhere to when constructing an equity or fixed income portfolio. The External Investment Manager invests in well-managed companies with strong balance sheets that possess competitive advantages that should enable them to outperform their peers over economic cycles. The External Investment Manager is an active investor that makes high conviction security selection decisions, but at the same time does not take unnecessary or excessive risks or take speculative positions. The External Investment Manager seeks to outperform their peers and beat their benchmark by buying mispriced or cheap securities. Following the External Investment Manager's disciplined sell strategy, the External Investment Manager would then exit positions when the target price is reached. Concurrently, the External Investment Manager understands the Fund's risk profile and act within the Fund's mandate.



**1.3 Investment Approach**

Whenever the Fund invests in equities and/or fixed income securities, the External Investment Manager's investment approach will evolve around the following principles:-

Equities



Fixed Income Securities



**1.4 Fund Business Day**

As the Fund may invest in securities of foreign markets, it is envisaged that although Bursa Malaysia is open for business, the Manager may declare (after consultation with the Trustee) certain days to be a non-Business Day. This is so when the foreign markets in which investments of the Fund have in aggregate values amounting to at least 50% of the Fund's Net Asset Value invested therein, are closed for business. This is to ensure that the valuation of the Fund for a particular Business Day will represent the valuation of the majority of assets comprised in the portfolio of the Fund on that Business Day. Investors will thus be given a fair valuation of the Fund at all times, be it when buying or redeeming Units.

**2. RISK FACTORS**

**2.1 General Risks of Investing in the Fund**

The following are risks involved in investing in the Fund:

**General Risks**

a) Management Risk

Inadequate expertise of the Manager and/or the External Investment Manager in dealing with the day-to-day management of the Fund will jeopardise the investment of Unit Holders through the risk of reduced returns and in some cases the Unit Holders may also lose the capital invested in the Fund.

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

b) Inflation / Purchasing Power Risk

This is the risk that investors' investment in the Fund may not grow or generate income at a rate that keeps pace with inflation. This would reduce investors' purchasing power even though the value of the investment in monetary terms has increased. There is a risk that the value of Unit Holders' money invested in the Fund and the value of any returns thereof may be reduced by inflation.

c) Redemption Risk

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

d) Loan / Financing Risk

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

- i) the ability to service the loan repayments or financing instalments and the effect of increase in interest rates or profit rates on the loan repayments or financing instalments; and
- ii) (in a case where Units are used as collateral to the loan or financing facility) the ability to provide additional collateral should the Unit prices of the Fund fall beyond a certain level,

failing which, the investors' Units may be sold off to realise the proceeds towards settlement of the outstanding loan or financing facility taken.

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

e) Risk of Non-Compliance

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

f) Returns are not Guaranteed

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

### **Investment Risks**

a) Counterparty Risk

The Fund's placements of Deposits with financial institutions is subject to the risk of the counterparty. Counterparty risk refers to the possibility that the financial institution where the Deposit placements are made will not be able to make timely payments of interest and/or principal repayment on demand when it becomes due. This may lead to

a default in the payment of principal and/or interest and ultimately a reduction in the value of the Fund.

b) Interest Rate Risk

This risk refers to the effect of interest rate changes on the market value of a fixed income portfolio. In the event of rising interest rates, prices of fixed income securities and money market instruments will generally decrease and vice versa. Meanwhile, fixed income securities and money market instruments with longer maturities and lower coupon and interest rates are more sensitive to interest rate changes. This risk will be mitigated via the management of the duration structure of the fixed income portfolio. In respect of equities, this risk refers to the impact of interest rate changes to companies in general. Any increase in interest rate would generally increase a company's cost of financing which may impact their profitability which in turn may impact a company's share price. Interest rate movements affect the returns of Deposits as well. Interest rates offered by the financial institutions will fluctuate according to the overnight rate policy determined by Bank Negara Malaysia and this has direct correlation with the Fund's investment in Deposits. In the event of rising interest rates, the Fund's future reinvestment in Deposits will benefit from the higher interest rate and in the event of falling interest rates, the Fund's future investment in Deposits will be reinvested at lower interest rates which in turn will reduce the Fund's potential returns.

c) Credit and Default Risk

This risk refers to the possibility that the issuer of a fixed income security or money market instrument will be unable to make coupon or interest payments and/or repay or pay the principal in a timely manner thus lowering the value of the Fund's investments and subsequently the value of Unit Holders' investments.

d) Market Risk

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

e) Particular Security Risk

The fluctuation in the performance of each individual security that the Fund invests in will affect the price of the Units of the Fund. Not all companies issuing these securities are successful. The success or failure of the companies will cause its securities value to rise or fall. Valued collectively, the performance of individual securities comprising the Fund's portfolio will cause the Unit price of the Fund to rise or fall accordingly.

f) Equity Related Securities Risk

The Fund may also invest in equity related securities such as warrants. As warrants are linked to the particular equity securities from which they are derived, the warrants inherit the risks linked to that underlying equity such as market risk, currency risk, country risk, industry risk and liquidity risk. A movement in the prices of the underlying equity securities of the warrants will generally result in a larger movement in the prices of the warrants, thus the higher volatility of investments in warrants. In the event of a decline in the market, warrants can lose a substantial amount of their values, far more than equity securities and vice versa. Warrants also have a limited life and if they are not exercised at the maturity, they will expire and become worthless causing the value of the Fund's

investments to fall. Like any other investment, the fall in the value of the Fund's investments will ultimately lower the Fund's Net Asset Value.

g) Liquidity Risk

This risk refers to the ease with which a security can be sold at or near its fair value depending on the volume traded on the market. Should a security become illiquid, it may be sold at a discount to its fair value, thus lowering the value of the Fund's investments and subsequently the value of Unit Holders' investments. To mitigate the liquidity risk, the Fund maintains a reasonable level of liquidity to meet any redemption request.

h) Currency Risk

Fluctuation in the exchange rate between the Base Currency and the currencies in which the investments are denominated may affect the value of the Fund's investments and subsequently the value of Unit Holders' investments. The impact of the exchange rate movement between the Base Currency and the differing currency of the non-USD Classes may result in depreciation of the investor's holdings as expressed in the Base Currency. Hedging may be applied to mitigate the currency risk, if necessary.

i) Country Risk

In addition to currency risk, the Fund is also subject to country risk. The value of the assets of the Fund may also be affected by the economic and political climate, restriction on currency repatriation or other developments in the law or regulations of the countries in which the Fund may invest. Further, when investing in foreign markets, there are countries which may require prior approvals before investments can take place. For example, if and when the Fund invests in countries such as China, Taiwan and Hong Kong, where such countries require the application of an investment licence or registration of an investor code before any investment can be made in these countries. As such, if investments in such countries are undertaken, there may be a risk that such registration or licence may be revoked or not renewed by the relevant authority and the Fund's investment in these countries may be affected. The effect on the Fund's investments will depend on the regulatory requirements of the respective countries. For example, if a foreign market requires the Fund to obtain an investment licence which is subject to renewal and if such investment licence is not renewed in a timely manner, this may result in the Fund's investment account in that country being frozen by the regulator resulting in investment activities for the Fund in that country being suspended. To mitigate this, the Manager and/or the External Investment Manager will monitor closely the adherence of investment regulatory requirements in such countries.

j) Financial Derivative Risk

If the Fund participates in financial derivative for hedging purposes, it will be subject to risks associated with such financial derivative. As hedging activities are meant to protect the Fund from currency volatility, the benefit of any upside of currency movement is limited. The Fund's participation in financial derivative may require the deposit of initial margin and additional deposit of margin on short notice if the market moves against the financial derivative positions. If no provision is made for the required margin within the prescribed time, the Fund's financial derivative may be liquidated at a loss. Therefore, it is essential that such participation in financial derivative are monitored closely. If and when the Manager participates in financial derivatives, the Manager will monitor the financial derivatives' positions for the Fund. In addition, participation in financial derivatives is also subject to the possibility that the counterparty to the financial derivative may fail or default in its obligations under the financial derivative contract.

Such failure or default by the counterparty whether in the payment of principal and/or interest or any gain from the financial derivative transaction may ultimately lead to a reduction in the value of the Fund.

### 2.2 Specific Risks when Investing in the Fund

As the Fund's equities investments will focus on securities issued by companies whose business are in China, it may be subject to a higher level of risk than an equities portfolio which is not restricted to a particular geographical market. Thus, there is a risk that the Fund will perform poorly during an economic downturn or in the event of adverse news affecting the said market.

Further when investing in the China markets, prior approvals are required before investments can be undertaken in these countries. As such, the Fund has obtained from the relevant regulatory authority an investor code for investments in the China markets.

As the Fund may invest in foreign markets, it may be subject to further risks, such as currency risk and country risk. Furthermore, share investments are susceptible to the movements of share prices which can rise or fall for a number of reasons such as industry trends, economic factors, changes in a company's operations, management and financial performance as well as market perception of that particular company.

***The above should not be construed to be an exhaustive list of the risks which investors should consider before investing in the Fund. Investors should be aware that an investment in the Fund may be exposed to other risks of an exceptional nature from time to time.***

### 2.3 Risk Management Strategies of the Fund

As part of our risk management strategies, we will:

- (1) ensure the Fund adheres to the Fund's investment objective, investment strategy and investment limit and restrictions;
- (2) conduct fundamental analysis of economic, political and social factors to evaluate their likely effects on the performance of the markets and sectors which are likely to impact the Fund;
- (3) ensure portfolio diversification for the Fund;
- (4) constant review and monitoring of the Fund's performance; and
- (5) employ hedging strategies, if applicable. Please refer to Section 1.1.14 for further details.

#### Liquidity Risk Management

We have put in place the following liquidity risk management policies to identify, monitor and manage the liquidity of the Fund in order to meet the redemption requests from Unit Holders while safeguarding the interests of the remaining Unit Holders:

- The Fund may hold a reasonable level of liquid assets to meet the Unit Holders' redemption request.
- There will be regular review by the designated fund manager on the Fund's investment portfolio.
- The Manager will monitor on a daily basis the Fund's net flows against repurchase requests during normal and adverse market conditions as a pre-emptive measure to track the Fund's liquidity position.
- The Fund may borrow cash on a temporary basis from financial institutions as permitted under the Guidelines to meet the Unit Holders' redemption requests.

**3. VALUATION OF ASSETS**

The Fund must be valued at least once every Business Day. As the Fund invests in foreign markets which may have different time zones from that of Malaysia, the valuation of the Fund for a Business Day will be conducted by 5.00 p.m. (or such other time as may be determined by the Manager from time to time) on the following day on which the Manager is open for business.

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

Illustration

When markets are closed for trading on 18 April 2023 (Tuesday) the valuation date will be the next day on which the Manager is open for business, that is, 19 April 2023 (Wednesday). Thus, the publication date for the prices as at 18 April 2023 (Tuesday) will be on 20 April 2023 (Thursday) on the Manager's website.

Investors may obtain the most current computed prices by contacting the Manager directly or visiting the Manager's website, [www.rhbgroup.com](http://www.rhbgroup.com) [please refer to Section 5.6 (g) (Availability of Information on Investment)].

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

Accordingly, where applicable:

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

However, if:-

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

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

- (ii) Unlisted fixed income securities denominated in RM will be valued on a daily basis by reference to the fair value prices quoted by a bond pricing agency ("BPA") registered with the Securities Commission. However, where quotations are not available, such unlisted fixed income securities will be valued at fair value by reference to the average indicative yield quoted by three independent and reputable financial institutions in OTC market at the close of trading. These institutions include investment banks and commercial banks dealing in fixed income securities.

Unlisted fixed income securities denominated in foreign currencies are valued daily using the Bloomberg Generic Price (“BGN price”) provided by Bloomberg. Where BGN prices are not available on any Business Day, these unlisted fixed income securities will be valued by reference to the average indicative yield quoted by three independent and reputable financial institutions.

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

However, when the Manager, after taking all reasonable efforts, is unable to obtain quotations from BPA or any BGN price or quotations from three independent and reputable financial institutions due to circumstances such as extreme market conditions, such unlisted fixed income securities (denominated in RM and denominated in foreign currencies) will be valued at fair value as determined in good faith by the Manager based on the methods or bases which have been verified by the auditor of the Fund and approved by the Trustee.

- (iii) Unlisted equity securities will be valued at fair value as determined in good faith by the Manager based on the methods or bases which have been verified by the auditor of the Fund and approved by the Trustee.
- (iv) Collective investment schemes which are quoted on an approved exchange shall be valued daily based on the last done market price. Unlisted collective investment schemes shall be valued by reference to the last published repurchase price per unit for that unlisted collective investment scheme.
- (v) Financial derivatives positions will be ‘marked-to-market’ at the close of each trading day.
- (vi) Deposits will be valued each day by reference to the principal value of such investments and the interest accrued thereon for the relevant period.
- (vii) Money market instruments that are held for collecting contractual cash flow purpose i.e. money market placements which have a remaining term to maturity of not more than 90 days at the time of acquisition will be measured on an ongoing basis at amortised cost. The risk of using amortised cost accounting is the mismatch between the fair value and book value of a money market instrument. The Manager will monitor closely and consider prompt action to discontinue the use of amortised cost method and adopt the fair value, i.e., the discounted net present value, as the valuation for money market instrument in the event the variance is above 3%.

Money market instruments other than the aforesaid will be valued on a daily basis by reference to the fair value prices quoted by a BPA registered with the Securities Commission.

- (viii) Foreign exchange translation of foreign investments into USD for a particular Business Day is determined based on the bid rate quoted by Bloomberg or Reuters at 4.00 p.m. (United Kingdom time) or such other time as may be prescribed from time to time by the relevant laws.

- (ix) Any other investments as may be held by the Fund will be valued based on fair value as determined in good faith by the Manager, on methods or bases which have been verified by the auditor of the Fund and approved by the Trustee.

#### 4. FEES, CHARGES AND EXPENSES

##### 4.1 Charges

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

###### (a) Sales Charge<sup>1</sup>

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

<b>Distributor</b>	<b>% of investment amount</b>
IUTA	Up to 5.00%
Tied (retail) agent	Up to 5.00%
Direct sales (Direct investment with the Manager)	Up to 5.00%

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

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

###### Illustration:

Say, an investor makes an investment of RM10,000.00 at the Selling Price of RM0.5399 for the RM Class and the distributor levies a sales charge of 5.00%, the investor will pay a total of RM10,500.00 for the RM Class which is made up of:

Amount invested	=	RM	<u>RM Class</u> 10,000.00
Add: sales charge levied by the distributor @ 5.00%	=	RM	500.00
Total amount paid by the investor	=	RM	<u>10,500.00</u>

The investor will be allotted with Units calculated as follows:

$$\frac{\text{RM10,000.00}}{\text{RM0.5399}^*} = 18,521.95 \text{ Units}^{**}$$

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

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

Note: If the Fund is an EPF-MIS approved fund and you invest via EPF-MIS, you will be levied a sales charge of up to 3.00% of the investment amount or any other rate as may be determined by the EPF from time to time.

**(b) Repurchase Charge**

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

Illustration

Say, an investor redeems 21,052.63 Units at the Repurchase Price of RM0.4750 (which is the Net Asset Value per Unit as at the next valuation point), the investor would receive proceeds of redemption of RM10,000.00 as follows:

Redemption amount (21,052.63 Units x RM0.4750)	=	RM	<u>RM Class</u> 10,000.00
Less : repurchase charge	=	RM	(NIL)
Net amount payable to the investor	=	RM	<u><u>10,000.00</u></u>

**(c) Other Charges**

**(i) Switching of Units**

Available (except during the initial offer period of the Class). Units can only be switched to other unit trust funds under the management of the Manager that are of the same currency units and that allow switching.

	<b>USD Class</b>	<b>RM Class</b>	<b>RM-Hedged Class</b>	<b>SGD-Hedged Class</b>	<b>AUD-Hedged Class</b>	<b>EUR-Hedged Class</b>	<b>GBP-Hedged Class</b>	<b>RMB-Hedged Class</b>
<b>Switching Fee<sup>1</sup></b>	USD 10.00	RM 25.00	RM 25.00	SGD 10.00	AUD 10.00	EUR 10.00	GBP 10.00	RMB 50.00
	Per switch or the difference in sales charge between switching funds, where applicable.							

- Where the sales charge of the fund to be switched into is equal or lower than the sales charge of the Fund, the switch will incur a switching fee<sup>1</sup> to the other fund.
- Where the sales charge of the fund to be switched into imposes a higher sales charge, Unit Holders will pay the difference in sales charge<sup>1</sup>.

The Manager, however, reserves the right to vary this switching fee or to vary the terms of the switching facility.

For switching into non-money market fund, units of the fund to be switched into shall be purchased at the net asset value per unit as at the next valuation point of the fund's relevant business day after the form of request to switch is received by the Manager ("forward pricing"). For switching into money market fund, units

## RHB BIG CAP CHINA ENTERPRISE FUND

shall be purchased at the net asset value per unit as at the next valuation point of the fund's relevant business day after money is received by the switch in fund.

### Illustration

If a Unit Holder switches 5,000 Units in **RHB Big Cap China Enterprise Fund** at the Repurchase Price of RM0.5558 and wishes to invest in another unit trust fund under the management of the Manager (that allows switching and which has a higher sales charge of 5.50%) at the net asset value per unit of RM0.5829.

Proceeds from switch (5,000 Units x RM0.5558)	=	RM	<u>2,779.00</u>
<b>(RHB Big Cap China Enterprise Fund)</b>			
Less : switching fee of 0.50% (5.50% - 5.00%)	=	RM	(13.90)
Net proceeds from switch:	=	RM	<u>2,765.10</u>
Proceeds from <b>RHB Big Cap China Enterprise Fund</b>			
invested in another unit trust fund under the management			
of the Manager:			<u>RM2,765.10</u>
			<u>RM0.5829</u>
	=		4,743.70 units**

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

### (ii) Transfer of Units

	USD Class	RM Class	RM-Hedged Class	SGD-Hedged Class	AUD-Hedged Class	EUR-Hedged Class	GBP-Hedged Class	RMB-Hedged Class
<b>Transfer Fee<sup>1</sup></b> (per transfer)	USD 5.00	RM 5.00	RM 5.00	SGD 5.00	AUD 5.00	EUR 5.00	GBP 5.00	RMB 10.00

Please refer to Section 5.6 (e) (How to Transfer Ownership of Units).

(iii) Any bank charges imposed by the relevant financial institutions will be borne by the Unit Holders.

Note: <sup>1</sup>All fees and charges payable to the Manager and the Trustee are subject to any applicable taxes and/or duties and at such rate as may be imposed by the Malaysian government from time to time.

## 4.2 Fees and Expenses

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

### (a) Management Fee<sup>1</sup>

The Manager is entitled to a management fee of one point eight per cent (1.80%) per annum of the Net Asset Value of the respective Class calculated on a daily basis before deducting the management fee and Trustee's fee for that particular day.

**Illustration: Calculation of management fee**

Assuming that the Net Asset Value of RM Class (before deducting the management fee and Trustee's fee) for a particular day is USD105,000,000.00 and the annual management fee is at the rate of one point eight per cent (1.80%) per annum, the calculation of the management fee of the RM Class for that particular day is as follows:

$$\frac{\text{USD}105,000,000.00 \times 1.80\%}{365 \text{ days}^*} = \text{USD}5,178.08 \text{ per day}$$

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

**(b) Trustee's Fee<sup>1</sup>**

The Trustee is entitled to a trustee fee of up to zero point zero eight per cent (0.08%) per annum of the Net Asset Value of the Fund (including local custodian fee and charges but excluding foreign custodian fee and charges) calculated on a daily basis before deducting the management fee and Trustee's fee for that particular day.

**Illustration: Calculation of Trustee's fee**

Assuming that the Net Asset Value of the Fund (before deducting the management fee and Trustee's fee) for a particular day is USD105,000,000.00 and the Trustee's fee is at the rate of zero point zero eight per cent (0.08%) per annum, the calculation of the Trustee's fee of the Fund for that particular day is as follows:

$$\frac{\text{USD}105,000,000.00 \times 0.08\%}{365 \text{ days}^*} = \text{USD}230.14 \text{ per day}$$

\* In the event of a leap year, the Trustee's fee will be divided by 366 days.

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

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

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

Note: <sup>1</sup>All fees and charges payable to the Manager and the Trustee are subject to any applicable taxes and/or duties and at such rate as may be imposed by the Malaysian government from time to time.

**4.3 Reduction or Waiver of Fees and Charges**

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

### 4.4 Policy on Rebates and Soft Commissions

It is the Manager's policy to credit all rebates to the account of the Fund. However, goods and services ("soft commissions") provided by any broker or dealer may be retained by the Manager or the fund manager only if:

- (a) the soft commissions bring direct benefit or advantage to the management of the Fund and may include research and advisory related services;
- (b) any dealing with broker or dealer is executed on terms which are the most favourable for the Fund; and
- (c) the availability of soft commissions is not the sole or primary purpose to perform or arrange transactions with such broker or dealer, and the Manager or fund manager must not enter into unnecessary trades to achieve a sufficient volume of transactions to qualify for soft commissions.

### 4.5 Tax

All fees and charges payable to the Manager and the Trustee are subject to any applicable taxes and/or duties and at such rate as may be imposed by the Malaysian government from time to time.

Based on the Finance Act 2021, income derived by the Fund from foreign sources and received in Malaysia from 1 January 2022 onwards will be subject to Malaysian income tax. A transitional tax rate of 3% is accorded on the gross amount of the foreign income received in Malaysia from 1 January 2022 to 30 June 2022. From 1 July 2022 onwards, the prevailing tax rate of 24% will apply to the chargeable income computed in respect of the foreign source income remitted into Malaysia by the Fund.

Where the same foreign income has been taxed in both Malaysia and the foreign country, a tax credit in the form of bilateral relief under a Double Tax Agreement ("DTA") or unilateral relief under the domestic law (if there is no available DTA or a limited DTA which does not provide such relief) may be given in respect of such income, subject to conditions.

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

## 5. TRANSACTION INFORMATION

### 5.1 Pricing of Units

The Manager adopts a single pricing policy, i.e. the Selling Price and the Repurchase Price is the Net Asset Value per Unit of the respective Class. However, the Selling Price and the Repurchase Price is fixed at the initial offer price of the respective Class during the initial offer period of the respective Class.

### 5.2 Valuation of Units

The valuation of Units is based on the Net Asset Value of the respective Class and is calculated at the end of a Business Day. In line with the single pricing policy, the Selling Price and the Repurchase Price will be the Net Asset Value per Unit of the respective Class.

Calculation of Net Asset Value per Unit

The valuation of the Fund is conducted at least once every Business Day. The Net Asset Value is determined by deducting the value of all the Fund's liabilities from the value of all the Fund's assets, at the valuation point.

The valuation of the Fund is in the Base Currency i.e. USD. To determine the Net Asset Value of each Class, all the assets and liabilities of each Class will be converted to USD. The Net Asset Value per Unit of each Class will be the Net Asset Value attributable to a Class divided by the total number of Units in circulation for that Class, at that valuation point.

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## RHB BIG CAP CHINA ENTERPRISE FUND

Illustration of computation of the Net Asset Value per Unit for a particular Business Day after the initial offer period of the respective Class

	Fund (USD)	RM Class (USD)	RM-Hedged Class (USD)	USD Class (USD)	SGD-Hedged Class (USD)	AUD-Hedged Class (USD)	GBP-Hedged Class (USD)	EUR-Hedged Class (USD)	RMB-Hedged Class (USD)
Gross Net Asset Value before income and expenses	150,000,000	75,000,000	5,000,000	40,000,000	4,000,000	3,000,000	3,000,000	10,000,000	10,000,000
Multiclass ratio ("MCR") (%)	100%	<sup>(1)</sup> 50.00%	<sup>(1)</sup> 3.33%	<sup>(1)</sup> 26.67%	<sup>(1)</sup> 2.67%	<sup>(1)</sup> 2.00%	<sup>(1)</sup> 2.00%	<sup>(1)</sup> 6.67%	<sup>(1)</sup> 6.67%
Add: income	50,000	<sup>(2)</sup> 25,000	<sup>(2)</sup> 1,665	<sup>(2)</sup> 13,335	<sup>(2)</sup> 1,335	<sup>(2)</sup> 1,000	<sup>(2)</sup> 1,000	<sup>(2)</sup> 3,335	<sup>(2)</sup> 3,335
Less: expenses	(10,000)	(5,000)	(333)	(2,667)	(267)	(200)	(200)	(667)	(667)
Gross Net Asset Value before management fee & Trustee's fee	150,040,000	75,020,000	5,001,332	40,010,668	4,001,068	3,000,800	3,000,800	10,002,668	10,002,668
Less adjustments:									
Management fee (1.80%) per annum		(3700)	(247)	(1973)	(197)	(148)	(148)	(493)	(493)
Trustee's fee (0.08%) per annum		(164)	(11)	(88)	(9)	(7)	(7)	(22)	(22)
<b>Total Net Asset Value (USD)</b>		75,016,136	5,001,074	40,008,607	4,000,862	3,000,645	3,000,645	10,002,153	10,002,153
Assumption of Units in circulation at valuation point		300,000,000	20,000,000	40,000,000	5,714,285	4,285,714	4,285,714	9,090,909	9,090,909
Net Asset Value per Unit of the Class (USD)		0.2501	0.2501	1.0002	0.7002	0.7002	0.7002	1.1002	1.1002
Exchange rate for each currency against USD		4.14	4.14	1	1.35	1.36	0.8	0.9	6.82
<b>Net Asset Value per Unit *</b>		<b>RM1.0354</b>	<b>RM1.0354</b>	<b>USD1.0002</b>	<b>SGD0.9453</b>	<b>AUD0.9523</b>	<b>GBP0.5602</b>	<b>EUR0.9902</b>	<b>RMB7.5034</b>

## RHB BIG CAP CHINA ENTERPRISE FUND

<sup>(1)</sup>MCR computation

	<b>RM Class</b>	<b>RM-Hedged Class</b>
Net Asset Value of the Class x 100	75,000,000.00 x 100	5,000,000.00 x 100
Net Asset Value of the Fund before income and expenses for the day	150,000,000 = 50.00%	150,000,000 = 3.33%

	<b>USD Class</b>	<b>SGD-Hedged Class</b>
	40,000,000.00 x 100	4,000,000.00 x 100
	150,000,000 = 26.67%	150,000,000 = 2.67%

	<b>AUD-Hedged Class</b>	<b>GBP-Hedged Class</b>
	3,000,000.00 x 100	3,000,000.00 x 100
	150,000,000 = 2.00%	150,000,000 = 2.00%

	<b>EUR-Hedged Class</b>	<b>RMB-Hedged Class</b>
	10,000,000.00 x 100	10,000,000.00 x 100
	150,000,000 = 6.67%	150,000,000 = 6.67%

<sup>(2)</sup>Apportionment based on MCR as follows:

	<b>(USD)</b>	<b>RM Class (USD)</b>	<b>RM-Hedged Class (USD)</b>
Add: income	50,000	MCR x income = 50.00% x 50,000 = 25,000.00	MCR x income = 3.33% x 50,000 = 1,665.00
Less: expenses	(10,000)	MCR x expenses = 50.00% x 10,000 = 5,000.00	MCR x expenses = 3.33% x 10,000 = 333.00

	<b>(USD)</b>	<b>USD Class (USD)</b>	<b>SGD-Hedged Class (USD)</b>
Add: income	50,000	MCR x income = 26.67% x 50,000 = 13,335.00	MCR x income = 2.67% x 50,000 = 1,335.00
Less: expenses	(10,000)	MCR x expenses = 26.67% x 10,000 = 2,667.00	MCR x expenses = 2.67% x 10,000 = 267.00

	<b>(USD)</b>	<b>AUD-Hedged Class (USD)</b>	<b>GBP-Hedged Class (USD)</b>
Add: income	50,000	MCR x income = 2.00% x 50,000 = 1,000.00	MCR x income = 2.00% x 50,000 = 1,000.00
Less: expenses	(10,000)	MCR x expenses = 2.00% x 10,000 = 200.00	MCR x expenses = 2.00% x 10,000 = 200.00

## RHB BIG CAP CHINA ENTERPRISE FUND

	(USD)	EUR-Hedged Class (USD)	RMB-Hedged Class (USD)
Add: income	50,000	MCR x income = 6.67% x 50,000 = 3,335.00	MCR x income = 6.67% x 50,000 = 3,335.00
Less: expenses	(10,000)	MCR x expenses = 6.67% x 10,000 = 667.00	MCR x expenses = 6.67% x 10,000 = 667.00

\* Net Asset Value per Unit is rounded to 4 decimal places.

Please note that the above is for illustration purpose only.

### 5.3 Computation of Selling Price

(i) During the initial offer period of the respective Class

During the initial offer period of the respective Class, the Selling Price is fixed at the initial offer price of the respective Class. A sales charge<sup>1</sup> will be computed separately based on the investment amount/purchase amount, net of bank charges (if any).

If no application for Units is received by the Manager during the initial offer period of the respective Class, the Selling Price for an application for Units received on a Business Day immediately after the initial offer period of the respective Class shall be the initial offer price of the respective Class.

Illustration (based on RM Class and USD Class)

If an investor invests RM20,000 and USD20,000 respectively during the initial offer period of the respective Class from a distributor which levies a sales charge of 5.00%, he would have paid a sum of RM21,000.00 for RM Class and USD21,000.00 for USD Class, which is made up of:-

	RM Class	USD Class
Investment amount	RM20,000.00	USD20,000.00
Sales charge @ 5.00%	RM 1,000.00	USD 1,000.00
Total amount paid by the investor	RM21,000.00	USD21,000.00
The investor will be allotted with Units calculated as follows:	RM20,000.00	USD20,000.00
	RM1,000.00*	USD1,000.00*
	= 20,000.00 Units**	= 20,000.00 Units**

(ii) After the initial offer period of the respective Class

After the initial offer period of the respective Class, the Selling Price shall be the Net Asset Value per Unit of the respective Class as at the next valuation point of the Fund's relevant Business Day after the application for Units is received by the Manager ("forward pricing"). A sales charge<sup>1</sup> will be computed separately based on the investment amount/purchase amount, net of bank charges (if any).

Illustration (based on RM Class and USD Class)

If an investor invests RM20,000 and USD20,000 respectively, and purchased Units at the Selling Price of RM0.9899 for RM Class and USD1.8610 for USD Class (which is the Net Asset Value per Unit of the respective Class as at the next valuation point); and a distributor levies a sales charge of 5.00%, the investor would have paid a sum of RM21,000.00 for RM Class and USD21,000.00 for USD Class, which is made up of:-

	<b>RM Class</b>	<b>USD Class</b>
Investment amount	RM20,000.00	USD20,000.00
Sales charge @ 5.00%	RM 1,000.00	USD 1,000.00
Total amount paid by the investor	RM21,000.00	USD21,000.00
The investor will be allotted with Units calculated as follows:	RM20,000.00	USD20,000.00
	RM0.9899*	USD1.8610*
	= 20,204.06 Units**	= 10,746.91 Units**

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

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

Note: <sup>1</sup>All fees and charges payable to the Manager and the Trustee are subject to any applicable taxes and/or duties and at such rate as may be imposed by the Malaysian government from time to time.

#### **5.4 Computation of Repurchase Price**

(i) During the initial offer period of the respective Class

During the initial offer period of the respective Class, the Repurchase Price is fixed at the initial offer price of the respective Class.

(ii) After the initial offer period of the respective Class

After the initial offer period of the respective Class, the Repurchase Price shall be the Net Asset Value per Unit of the respective Class as at the next valuation point of the Fund's relevant Business Day after the request for repurchase of Units is received by the Manager ("forward pricing"). The Manager does not charge any repurchase charge for this Fund.

Illustration (based on RM Class and USD Class)

If an investor redeems 10,000 Units each for RM Class and USD Class at the Repurchase Price of RM1.0312 and USD1.0200 (which is the Net Asset Value per Unit as at the next valuation point) respectively, the investor would receive proceeds of redemption as follows:

	<b>RM Class</b>	<b>USD Class</b>
Redemption amount	RM10,312.00 (10,000 Units x RM1.0312)	USD10,200.00 (10,000 Units x USD1.0200)
Less: repurchase charge	Nil	Nil
Net amount payable to the investor	RM10,312.00	USD10,200.00

### **5.5 Pricing Error Policy**

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

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

However, reimbursement of money shall only apply if the error is at or above the significant threshold of 0.5% of the Net Asset Value per Unit of the respective Class and the amount to be reimbursed is equivalent to RM10.00 (or in the case of a foreign currency Class, 10.00 denominated in the currency denomination of the foreign currency Class) or more.

### **5.6 Transaction Details**

All transactions in Classes other than RM Class and RM-Hedged Class are to be settled in their respective currencies via bank transfers. Investors investing in RM Class and RM-Hedged Class will be required to settle in RM.

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

When purchasing Units, investors must forward the following:

- 1) completed account application form and purchase/switch form;
- 2) necessary remittance; and
- 3) relevant supporting documents such as a photocopy of their identity card (for an individual applicant) or certified true copies of the certificate of incorporation or registration, memorandum and articles of association or constitution or by-laws, and relevant resolutions (for a corporate applicant),

to the Manager's registered/principal office or any of its branches, or to any of its participating IUTAs and any other authorised distributors before their respective cut-off times on any Business Day.

The minimum initial investment and the minimum additional investment of the respective Classes are as follows:

<b>Class</b>	<b>Minimum initial investment</b>	<b>Minimum additional investment</b>
USD Class	USD 100.00	USD 100.00
RM Class	RM 100.00	RM 100.00
RM-Hedged Class	RM 100.00	RM 100.00
SGD-Hedged Class	SGD 100.00	SGD 100.00
AUD-Hedged Class	AUD 100.00	AUD 100.00
EUR-Hedged Class	EUR 100.00	EUR 100.00
GBP-Hedged Class	GBP 100.00	GBP 100.00
RMB-Hedged Class	RMB 500.00	RMB 500.00

However, the Manager may from time to time decide such other amount as it deems fit and appropriate.

Similarly, Units can be redeemed by forwarding the completed form of request to repurchase to the Manager's registered/principal office or any of its branches, or to any of its participating IUTAs and any other authorised distributors before their respective cut-off times on any Business Day. All redemption requests will be processed in accordance with the redemption conditions for the Fund. The redemption monies will be paid within seven (7) Business Days after receipt by the Manager of the request to repurchase. Where applicable, if you have invested via the EPF-MIS, the redemption monies will be credited back into your EPF accounts.

For partial redemption, the balance of Units after the redemption must be at least one hundred (100) Units or such other lower quantity as the Manager may from time to time decide (the "minimum investment balance"). There is no restriction on the number of Units a Unit Holder can redeem out of the Unit Holder's investments or the frequency of redemptions in a year. If the balance of Units held after the redemption is less than the minimum investment balance, the Manager can withdraw the entire investment and forward the proceeds to the Unit Holder.

Notes:

- (1) US Person is not eligible to subscribe to the Units of the Fund. If a Unit Holder is a US Person or subsequently becomes a US Person, the Manager will issue a notice to that US Person requiring him/her to either redeem all the Units of the Fund or transfer all the Units of the Fund to a non-US Person, within thirty (30) days from the date of the notice. The Manager shall have the right to compulsorily redeem all the Units held by the said US Person after thirty (30) days from the date of notice if the US Person fails to redeem or transfer his/her Units within the stipulated period.
- (2) If the Fund is an EPF-MIS approved fund and you invest via EPF-MIS, the minimum initial investment shall be RM1,000.00 (or any other amount as may be determined by EPF).

**(b) Cooling-off Period**

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

- (i) a staff of the Manager; and/or
- (ii) a person registered with a body approved by the Securities Commission to deal in unit trust funds.

The refund to the investor pursuant to the exercise of his cooling-off right must be as follows:

- a) the Net Asset Value per Unit at the point of exercise of the cooling-off right (“market price”), if the Net Asset Value per Unit on the day the Units were purchased (“original price”) is higher than the market price; or
- b) the original price, if the market price is higher than the original price.

If the market price is higher than the original price paid by the investor, the Manager may agree to pay the investor the excess amount, provided that such amount is not paid out of the Fund or the assets of the Fund.

The Manager must also refund the sales charge originally imposed on the day the Units were purchased.

The cooling-off period shall be within six (6) Business Days which shall be effective from the date of receipt of the application by the Manager. Where applicable, if you have invested via the EPF-MIS, the cooling-off period shall be subject to EPF’s terms and conditions.

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

Withdrawal proceeds will only be paid to the investors once the Manager has received cleared funds for the original investment. For investors who paid by cheque, the refund will be made upon clearance of the cheque. The Manager shall refund the investor in cash within seven (7) Business Days of receiving the cooling-off notice. Where applicable, if you have invested via the EPF-MIS, the refund will be credited back into your EPF accounts.

**(c) Where Units can be Purchased or Redeemed**

Units can be purchased or redeemed at the Manager’s registered/principal office or any of its branches, or any of its participating IUTAs and any other authorised distributors or channels as the Manager may decide from time to time. For further information, please call us at 03-9205 8000 at any time during our office hours: Mondays through Fridays from 9.00 a.m. – 5.00 p.m. Alternatively, investors may e-mail their enquiries to [rhbam@rhbgroup.com](mailto:rhbam@rhbgroup.com).

Please refer to our Directory of Outlets for Purchase and Sale of Units at the end of this prospectus. Application forms, redemption forms and this prospectus are also available from these distributors.

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

Unit Holders may switch to units of any unit trust fund under the management of the Manager that are of the same currency units and that allow for switching by forwarding the completed form of request to switch to the Manager’s registered/principal office or any of its branches, or to any of its participating IUTAs and any other authorised distributors before their respective cut-off times (except during the initial offer period of the Class) on any Business Day. The minimum amount for a switch into another fund

is RM100.00 or such other amount as the Manager may from time to time decide. There is no restriction as to the number of switches a Unit Holder may perform or the frequency of switching. The minimum investment balance must be at least one hundred (100) Units or such other lower quantity as the Manager may from time to time decide after the switch. Following a switching transaction, if the quantity of Units held by a Unit Holder in the Fund falls below its minimum investment balance, the Manager can switch the entire investment and forward the proceeds to the fund that the Unit Holder intends to switch into. The Manager however, reserves the right to vary these terms.

**(e) How to Transfer Ownership of Units**

Unit Holders may transfer their holdings of Units to another investor by forwarding the completed form of transfer to the Manager's registered/principal office or any of its branches, or to any of its participating IUTAs and any other authorised distributors before their respective cut-off times on any Business Day.

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

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

However, the Manager may refuse to register any partial transfer of Units if the registration would result in the transferor or the transferee holding less than the minimum investment balance of one hundred (100) Units or such other lower quantity as the Manager may from time to time decide. The Manager may also refuse an entry of transfer during the fourteen (14) days preceding an income distribution date.

**(f) Unclaimed Moneys**

All money payable to a Unit Holder may be paid by electronic payments or cheques. However, after the lapse of one (1) year from the date of the cheque or any moneys payable to Unit Holders which remain unclaimed for such period of time, the Manager shall file and pay the unrepresented payments to the Registrar of Unclaimed Moneys in accordance with the requirements of the Unclaimed Moneys Act 1965. Thereafter, the Unit Holders are to claim such monies from the Registrar of Unclaimed Moneys.

**(g) Availability of Information on Investment**

After purchasing Units, the value of the investment can be monitored easily as the Unit price of the Fund is published online daily on the Manager's website, [www.rhbgroup.com](http://www.rhbgroup.com).

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

Customers or investors may call us at 03-9205 8000 at any time during our office hours: Mondays through Fridays from 9.00 a.m. – 5.00 p.m. Alternatively, investors may e-mail their enquiries to [rham@rhbgroup.com](mailto:rham@rhbgroup.com).

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

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

*The Fund's annual report is available upon request.*

**(h) Dealing Hours**

9:00 a.m. to 4:00 p.m. (Malaysia time) on any Business Day or such later time as the Manager may determine provided always that complete applications for the Fund are received before the next valuation point. The Manager may also vary the dealing hours as it may deem appropriate. Investors will be notified on the change of dealing hours via email or notification published on the Manager's website.

**5.7 Mode of Distribution**

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

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

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

**6. SALIENT TERMS OF THE DEED**

As at the Latest Practicable Date, the principal deed and supplemental deed (if any) for the Fund is as listed below:

Name of Fund	Deed	Supplemental Deed
RHB Big Cap China Enterprise Fund	16 October 2007	4 September 2013 16 February 2015 3 June 2015 22 March 2023

**6.1 Rights and Liabilities of Unit Holders**

**6.1.1 Recognition of Unit Holders**

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

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

**6.1.2 Rights of Unit Holders**

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

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

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

Note: If your investments are made through an IUTA which adopts the nominee system of ownership, you would not be deemed to be a Unit Holder under the Deed and as a result, you may not exercise all the rights ordinarily conferred to a Unit Holder (e.g. the right to call for Unit Holders’ meetings and the right to vote at a Unit Holders’ meeting). Accordingly, the Manager will only recognise the IUTA as a Unit Holder and the IUTA shall be entitled to all the rights conferred to it under the Deed.

**6.1.3 Liabilities of Unit Holders**

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

**6.2 Fees, Charges, and Expenses Permitted by the Deed**

**6.2.1 Sales Charge and Repurchase Charge**

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

<b>Sales Charge</b>	<b>Maximum Allowable Rate</b>	10.00% of the investment amount/purchase amount, net of bank charges (if any).	
	<b>Actual Rate Charged</b>	USD Class	Up to 5.00% of the investment amount/purchase amount, net of bank charges (if any).
		RM Class	
		RM-Hedged Class	
		SGD-Hedged Class	
		AUD-Hedged Class	
		EUR-Hedged Class	
		GBP-Hedged Class	
RMB-Hedged Class			
<b>Repurchase Charge</b>	<b>Maximum Allowable Rate</b>	5.00% of the withdrawal amount/ repurchase amount, net of bank charges (if any).	
	<b>Actual Rate Charged</b>	None.	

**6.2.2 Maximum Annual Management Fee**

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

<b>Maximum Allowable Rate</b>
2.50% per annum of the Net Asset Value of the Fund.

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

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

**6.2.3 Maximum Annual Trustee's Fee**

The maximum annual Trustee's fee that the Trustee is permitted to charge to the Fund is at the rate below:

<b>Maximum Allowable Rate</b>
0.15% per annum of the Net Asset Value of the Fund (including local custodian fees and charges but excluding foreign custodian fees and charges).

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

**6.2.4 Increase in Fees and Charges**

Any increase in the actual sales charge, the actual repurchase charge, the annual management fee and the annual Trustee's fee above the level disclosed in this prospectus (but below the maximum rate prescribed in the Deed) can be made by way of a supplementary prospectus or replacement prospectus. However, any increase in the sales charge, repurchase charge, annual management fee and annual Trustee's fee above the maximum rate prescribed in the Deed can only be made by way of a supplemental deed which will require approval of Unit Holders of the Fund or the respective Class (where applicable) before the issuance of a supplemental deed and a supplementary prospectus or replacement prospectus.

**6.2.5 Other Permitted Expenses of the Fund**

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

The expenses directly incurred by and charged to the Fund and/or the respective Class, where applicable, include but are not limited to the list of expenses disclosed in this prospectus. (Section 4.2 (c) Other Expenses Directly Related to the Fund).

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

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

### **6.3 Removal, Replacement and Retirement of the Manager and Trustee**

#### **6.3.1 Removal or Replacement of the Manager**

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

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

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

#### **6.3.2 Retirement of the Manager**

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

#### **6.3.3 Removal or Replacement of the Trustee**

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

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

- (viii) a special resolution is duly passed in accordance with the provisions of the Deed that the Trustee be removed in a meeting of Unit Holders.

#### **6.3.4 Retirement of the Trustee**

The Trustee may retire by giving at least a twelve (12) months' written notice to the Manager of the Trustee's intent to do so, or such shorter time as the Manager and the Trustee may agree upon, and appoint in its stead a new trustee approved by the relevant authorities and under any relevant law.

#### **6.4 Termination of the Fund or a Class**

The Fund is of unlimited duration and shall continue until terminated:

- (a) by the Manager at any time in its absolute discretion subject to compliance with the relevant laws, which may include but is not limited to the following situations:
- (i) where authorisation for the Fund's establishment is revoked by the Securities Commission at any time.
  - (ii) where an approved transfer scheme as defined under the relevant laws has resulted in the Fund being left with no asset.
- (b) by the Trustee if a Unit Holders' meeting is summoned by the Trustee to pass a special resolution in order to terminate and wind-up the Fund and thereafter the Trustee must obtain an order from the court to confirm the said special resolution.
- (c) by the Unit Holders if a Unit Holders' meeting is summoned by the Unit Holders to pass a special resolution to terminate and wind-up the Fund.

A Class may be terminated if a special resolution is passed at a meeting of Unit Holders of that Class to terminate the Class provided always that such termination does not prejudice the interests of any other Class.

Notwithstanding the above, the Manager may also, in consultation with the Trustee and without first obtaining the approval of the Unit Holders, terminate the Fund or a particular Class, as the case may be, at any time if the Manager deems it uneconomical to continue managing the Fund or a particular Class, as the case may be, and that the termination of the Fund or a particular Class, as the case may be, is in the best interest of the Unit Holders of the Fund or a particular Class, as the case may be.

Notwithstanding the aforesaid, if the Fund is left with no Unit Holder, the Manager shall be entitled to terminate the Fund.

#### **6.5 Unit Holders Meeting ("Meeting")**

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

### 6.5.1 Quorum

- (a) The quorum required for a Meeting of the Fund or a Class, as the case may be, shall be five (5) Unit Holders, whether present in person or by proxy; however, if the Fund or a Class, as the case may be, has five (5) or less Unit Holders, the quorum required for a Meeting of the Fund or a Class, as the case may be, 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 at least twenty-five per centum (25%) of the Units in circulation of the Fund or a particular Class, as the case may be, at the time of the Meeting.
- (c) If the Fund or a Class, as the case may be, 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 Fund or a Class, as the case may be.

### 6.5.2 Manner of Voting and Resolution

Every Unit Holder entitled to attend the Meeting and to vote, may do so personally or by proxy. At a Meeting, every resolution of the Meeting shall be decided by a show of hands unless a poll is demanded or if the Meeting is to determine on a matter of special resolution, in which case a poll should be taken. On a voting by show of hands, every Unit Holder who is present in person or by proxy shall have one (1) vote, notwithstanding that a Unit Holder may hold Units in different Classes in the Fund.

A poll may be demanded on any resolution. If a poll is taken or demanded, every Unit Holder who is present in person or by proxy at a Meeting convened in respect of a single Class shall have one (1) vote for every Unit held by the Unit Holder. Upon a voting by poll, the votes of every Unit Holder who is present in person or by proxy at a Meeting convened in respect of the Fund, shall be based on the value of Units held by the Unit Holders and shall be converted to the Base Currency and shall be determined as at the cut-off date for the deposit of the instrument of proxy (or such other date as may be agreed by the Trustee and the Manager).

The Manager may attend any Meeting but must not exercise the voting rights for the Units it or its nominees hold in any Meeting, regardless of the party who requested for the Meeting and the matters that are laid before the Meeting.

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

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

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

Note: This Fund is a multi-class fund with different currency denominations which a Unit Holder of a Class may have more voting rights during poll voting over a Unit Holder of another Class, even though the economic benefits of both Unit Holders in the Fund are the same.

### **6.5.3 Classes of Units**

The Manager shall have the sole and absolute right to issue other Classes to the Fund with different and/or similar features including but not limited to currency denomination, fees and charges and transaction details without the need to obtain or seek the Unit Holders' approval provided that the issuance of other Classes shall not in the opinion of the Manager prejudice the rights of the Unit Holder of the current available Classes.

## **7. THE MANAGEMENT AND ADMINISTRATION OF THE FUND**

### **7.1 The Manager**

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

### **7.2 Board of Directors**

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

The list of board of directors are available on the Manager's website, [www.rhbgroup.com](http://www.rhbgroup.com).

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

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

- Oversight and monitor the External Investment Manager's performance of the investment management function of the Fund;
- Supervising and valuing investments of the Fund;
- Arrangement of sale and repurchase of Units;
- Keeping proper records of the Fund;
- Issuing the Fund's semi-annual and annual reports to Unit Holders;
- Distribution of income to Unit Holders (if any); and
- Marketing the Fund to potential investors.

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

### 7.4 The Investment Team

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

#### **The designated fund manager is Mohd Fauzi bin Mohd Tahir.**

Mohd Fauzi bin Mohd Tahir (“Mohd Fauzi”) joined RHBAM in February 2017 as the chief investment officer (“CIO”) for equity in Malaysia. As the CIO of equity, his primary role is to set the strategic direction for the equity investment team in Malaysia, covering fund managers and analyst for both conventional and Islamic funds at RHBAM. His other roles, amongst others, include integrating the Malaysian team with the rest of RHB Group Asset Management investment team as well as ensuring the investment team operates in a prudent and compliant manner.

Mohd Fauzi has a total of 26 years of working experience in managing life, private, government linked funds as well as portfolios for retail and high net worth individuals. In his last employment, Mohd Fauzi was the executive director and head of equities for AmFunds Management Berhad. He was responsible for the investment of all conventional and Islamic equity funds. His duties included managing insurance funds as well as research of companies listed on Bursa Malaysia and also unlisted companies.

Mohd Fauzi holds a Bachelor of Accounting & Finance from Leeds Metropolitan University, Leeds, England. He is a graduate of Chartered Association of Certified Accountants (ACCA, United Kingdom). He also holds a Capital Market Services Representative’s License for the regulated activity of fund management.

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

### 7.5 Manager’s Disclosure of Material Litigation

As at the Latest Practicable Date, there is no material litigation and arbitration, including those pending or threatened, and the Manager is not aware of any facts likely to give rise to any proceedings which might materially and adversely affect the business and/or financial position of the Manager.

### 7.6 External Investment Manager

#### **(a) Main Functions of External Investment Manager**

The Manager has appointed the External Investment Manager and granted it with discretion to manage, realize, invest, reinvest or howsoever deal with the investments of the Fund in accordance with the investment objective of the Fund and the Deed, and subject to the Capital Markets and Services Act 2007, the Guidelines and any practice notes issued by the Securities Commission from time to time, as well as the internal policies and procedures of the Manager.

RHB Asset Management Pte Ltd, Singapore (“RAMSG”) is a company incorporated with limited liability in Singapore on 20 October 2006 and holds a capital markets services licence for fund management issued by the Monetary Authority of Singapore.

RAMSG is an indirect wholly owned subsidiary of RHBIB which is in turn, wholly owned by RHB Bank Berhad, a company listed on Bursa Malaysia.

The External Investment Manager reports on the status of the portfolio, investment strategy and other matters relating to the portfolio of the Fund to the investment team of the Manager on a regular basis. The investment team of the Manager in turn reports its findings to the committee undertaking the oversight function of the Fund on a periodic basis. The remuneration of the External Investment Manager is borne by the Manager.

**(b) Portfolio manager of the Fund at External Investment Manager**

**Mr. Tan Jee Toon – Chief Investment Officer, Asia Pacific Equities and RAMSG**

Mr. Tan Jee Toon joined RAMSG in April 2018 as the chief investment officer where he is responsible for setting up the investment and research processes, team structure, investment strategy and product strategy for the regional equity strategies. He oversees the Asia Pacific regional equity team responsible for managing the different equity and multi-asset mandates. Additionally, he is the lead portfolio manager for key institutional and flagship retail equity and multi-asset portfolios. He has over 24 years of experience in the investment industry managing multi-billion regional Asia Pacific equity and multi-asset portfolios on behalf of sovereign wealth, pension plans, endowment, insurance, and retail clients. Prior to joining RAMSG, he was with Wellington Management, Aviva Investors and Amundi. He was also with Mercer Investment Consulting as a manager researcher and investment consultant to various Asian-based sovereign wealth, pension, insurance and institutional clients. Mr. Tan Jee Toon holds a Bachelor of Business (Honours) from Nanyang Technological University, majoring in Applied Economics with a minor in Banking and Finance, and has been a Chartered Financial Analyst (CFA) charterholder since 2002.

**(c) External Investment Manager’s Disclosure of Material Litigation and Arbitration**

As at the Latest Practicable Date, there is no material litigation and arbitration, including those pending or threatened, and the External Investment Manager is not aware of any facts likely to give rise to any proceedings which might materially and adversely affect the business/financial position of the External Investment Manager.

**7.7 Other Information**

Further information on the Manager is provided on the Manager’s website, [www.rhbgroup.com](http://www.rhbgroup.com).

**8. THE TRUSTEE OF THE FUND**

**8.1 HSBC (Malaysia) Trustee Berhad**

The Trustee is HSBC (Malaysia) Trustee Berhad, 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.

### 8.2 Experience in Trustee Business

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

### 8.3 Duties and Responsibilities of the Trustee

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

### 8.4 Trustee's Statement of Responsibility

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

### 8.5 Trustee's Disclosure of Material Litigation

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

### 8.6 Trustee's Delegates

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

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

However, the Trustee is not liable for the acts, omissions or failure of third party depository including central securities depositories or clearing and/or settlement systems and/or

authorised depository institutions, where the law or regulations of the relevant jurisdiction requires the Trustee to deal or hold any asset of the Fund through such third parties.

Particulars of the Trustee's Delegate

For foreign assets:

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 assets:

The Hongkong and Shanghai Banking Corporation Limited (As Custodian) and assets held through HSBC Nominees (Tempatan) Sdn Bhd (Registration No.: 199301004117(258854-D))  
Level 21, Menara IQ  
Lingkaran TRX  
55188 Tun Razak Exchange  
Kuala Lumpur, Malaysia  
Telephone No: (603)2075 3000 Fax No: (603) 8894 2588

The Hongkong and Shanghai Banking Corporation Limited (As Custodian) and assets held through HSBC Bank Malaysia Berhad (Registration No.: 198401015221 (127776-V))  
Level 21, Menara IQ  
Lingkaran TRX  
55188 Tun Razak Exchange  
Kuala Lumpur, Malaysia  
Telephone No: (603)2075 3000 Fax No: (603) 8894 2588

### **8.7 Anti-Money Laundering and Anti-Terrorism Financing Provisions**

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

### **8.8 Statement of Disclaimer**

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

### **8.9 Consent to Disclosure**

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

**9. RELATED-PARTY TRANSACTION AND CONFLICT OF INTEREST**

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

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

**Interests in the Fund and employees' securities dealings**

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

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

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

**Cross trades**

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

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

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

**HSBC (Malaysia) Trustee Berhad**

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

- 1) where the Fund invests in instruments offered by the related party of the Trustee (e.g placement of monies, transferable securities, 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, if any. The Trustee will not make improper use of its position as the owner of the Fund's assets to gain, directly or indirectly, any advantage or cause detriment to the interests of Unit Holders. Any related party transaction is to be made on terms which are best available to the Fund and which are not less favourable to the Fund than an 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.

### **Other confirmations**

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

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

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

(Prepared for inclusion in this prospectus)

**KPMG Tax Services Sdn. Bhd.**

(Co. No. 96860-M)  
Level 10, KPMG Tower  
8, First Avenue, Bandar Utama  
47800 Petaling Jaya  
Selangor Darul Ehsan, Malaysia

**Private and Confidential**

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

7 July 2023

Dear Sirs

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

This letter has been prepared for inclusion in this Replacement Prospectus in respect of RHB Big Cap China Enterprise Fund ("the Fund").

**Taxation of the Fund**

***Income Tax***

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

Subject to certain exemptions, the income of the Fund in respect of investment income derived from or accruing in Malaysia is liable to income tax at the rate of 24% effective Year of Assessment ("YA") 2016.

The Fund may receive dividends, interest and other income from investments outside Malaysia. Income derived from sources outside Malaysia and received in Malaysia was previously exempt from Malaysian income tax. However, such income may be subject to tax in the country from which it is derived.

Based on the Finance Act 2021, income derived by a resident unit trust from foreign sources and received in Malaysia from 1 January 2022 onwards will be subject to Malaysian income tax. A transitional tax rate of 3% is accorded on the gross amount of the foreign income received in Malaysia from 1 January 2022 to 30 June 2022. From 1 July 2022, the prevailing tax rate of 24% will apply to the chargeable income computed in respect of the foreign source income remitted into Malaysia by the Fund.

Where the same foreign income has been taxed in both Malaysia and the foreign country, a tax credit in the form of bilateral relief under a Double Tax Agreement ("DTA") or unilateral relief under the domestic law (if there is no available DTA or a limited DTA which does not provide such relief) may be given in respect of such income, subject to conditions.

Gains from the realisation of investments by the Fund will not be subject to income tax in Malaysia. However, such gains may be subject to tax in the country from which it is derived.

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

- any savings certificates issued by the Government; or
- securities or bonds issued or guaranteed by the Government; or
- debentures or sukuk, other than convertible loan stock, approved or authorized by, or lodged with, the Securities Commission; or
- Bon Simpanan Malaysia issued by the Central Bank of Malaysia; or
- a bank or financial institution licensed under the Financial Services Act 2013 or Islamic Financial Services Act 2013<sup>N1</sup>; or
- any development financial institution regulated under the Development Financial Institutions Act 2002<sup>N1</sup>; or
- sukuk originating from Malaysia, other than convertible loan stocks, 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<sup>N2</sup>.

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

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

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

Single tier Malaysian dividends received by the Fund are exempt from tax and expenses in relation to such dividend income are disregarded.

### ***Real Property Gains Tax ("RPGT")***

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

### ***Sales Tax and Service Tax***

The Goods and Services Tax ("GST") has been replaced by Sales Tax and Service Tax effective from 1 September 2018.

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<sup>N1</sup> Effective from 1 January 2019, the exemption shall not apply to the interest paid or credited to a unit trust that is a wholesale fund which is a money market fund.

<sup>N2</sup> Effective from YA 2017, income tax exemption shall not apply to interest paid or credited to a company in the same group, licensed banks and prescribed development financial institutions. Based on the Finance Act 2021, income tax exemption shall also not apply to interest paid or credited by a special purpose vehicle to a company pursuant to the issuance of asset-backed securities lodged with the Securities Commission or approved by the Labuan Financial Services Authority from 1 January 2022 where the company and the person who established the special purpose vehicle solely for the issuance of the asset-backed securities are in the same group.

Under the Sales Tax Act 2018, Service Tax Act 2018 and subsidiary legislation, the sales tax rate for taxable goods is 5% or 10% while the service tax rate for taxable services is generally 6%. There are certain goods which are exempted from sales tax.

The issue, holding or redemption of any unit under a trust fund does not fall within the list of taxable services under the First Schedule of the Service Tax Regulations 2018 and hence, is not subject to service tax. The investment activities of the Fund such as buying and selling of securities and deposits in financial institutions are also not subject to service tax. As such, if the Fund is only deriving income from such activities, the Fund is not liable to be registered for service tax.

However, certain expenses incurred by the Fund such as legal fees, consultancy fees and management fees may be subject to service tax at 6%. For management fees, this specifically excludes fees charged by any person who is licensed or registered with the Securities Commission for carrying out the regulated activity of fund management under the Capital Markets and Services Act 2007. The service tax incurred by the Fund is a cost to the Fund and is not recoverable, unlike the GST input tax which was claimable under the GST regime.

Based on the Finance Act 2018, the imposition and scope of service tax has been widened to include any imported taxable service. This is effective from 1 January 2019.

### **Taxation of Unit Holders**

#### ***Income Tax***

Unit holders are taxed on an amount equivalent to their share of the total taxable income of the Fund, to the extent that this is distributed to them. The income distribution from the Fund may carry with it applicable tax credits proportionate to each unit holder's share of the total taxable income in respect of the tax paid by the Fund. Unit holders will be entitled to utilise the tax credit as a set off against the tax payable by them. Any excess over their tax liability will be refunded to the unit holders.

Corporate unit holders, resident or non-resident in Malaysia, would be taxed at the corporate tax rate of 24% (effective from YA 2016), on distributions of income from the Fund to the extent of an amount equivalent to their share of the total taxable income of the Fund. Corporate unit holders in Malaysia with paid-up capital in the form of ordinary shares of RM2.5 million and below will be subject to a tax rate of 17% on chargeable income of up to RM600,000, effective from YA 2020. This concessionary income tax rate is given only to corporate unit holders having gross business income for the relevant year of assessment of not more than RM50 million, in addition to the share capital requirement. For chargeable income in excess of RM600,000, the tax rate of 24% is still applicable.

However, the said tax rate of 17% on chargeable income of up to RM600,000 would not apply if more than 50% of the paid up capital in respect of ordinary shares of that corporate unit holder is directly or indirectly owned by a related company which has a paid up capital exceeding RM2.5 million in respect of ordinary shares, or vice versa, or more than 50% of the paid up capital in respect of ordinary shares of both companies are directly or indirectly owned by another company.

Based on the Finance Act 2023, the tax rate of 17% will be reduced to 15% for chargeable income of up to RM150,000, while the tax rate for chargeable income from RM150,001 up to RM600,000, will remain unchanged at 17%. For chargeable income in excess of RM600,000, the tax rate of 24% will apply. These changes will come into effect from YA 2023.

In addition to the current conditions as mentioned above, the preferential tax rate would not apply if more than 20% of the paid-up capital in respect of ordinary shares of the company at the beginning of the basis period for a YA is directly or indirectly owned by a company or companies incorporated outside Malaysia or an individual or individuals who are not Malaysian citizens. The condition is effective from YA 2024.

Based on the Finance Act 2021, a corporate tax rate of 33% (“Cukai Makmur”) will be levied on corporate unit holders with chargeable income exceeding RM100 million. Corporate unit holders with chargeable income below RM100 million will still be taxed at tax rate of 24%. However, the chargeable income in respect of foreign source income received in Malaysia from 1 July 2022 is exempted from the application of Cukai Makmur, computed based on a prescribed formula. The Cukai Makmur is effective for YA 2022 only.

Individuals and other non-corporate unit holders who are resident in Malaysia will be subject to income tax at scale rates. The scale tax rates range from 0% to 30% with effect from YA 2020.

Individuals and other non-corporate unit holders who are not resident in Malaysia, for tax purposes, are subject to Malaysian income tax at the rate of 30% with effect from YA 2020. Non-resident unit holders may also be subject to tax in their respective jurisdictions and depending on the provisions of the relevant tax legislation and any double tax treaties with Malaysia, the Malaysian tax suffered may be creditable in the foreign tax jurisdiction.

The distribution of single-tier Malaysian dividends and tax exempt income by the Fund will not be subject to tax in the hands of the unit holders in Malaysia. Units split by the Fund will also be exempt from tax in Malaysia in the hands of the unit holders.

However, based on the Finance Act 2021, the income distributed to a unit holder other than an individual, out of the interest income exempt from tax of a unit trust that is a retail money market fund which is paid or credited by a bank or financial institution licensed under the Financial Services Act 2013 or Islamic Financial Services Act 2013, or any development financial institution regulated under the Development Financial Institutions Act 2002, will be subjected to tax. This is effective from 1 January 2022. Further, a new withholding tax mechanism is applicable on the above distribution. The income distributed to the unit holder other than an individual will be subject to withholding tax at the rate of 24% and the tax deducted can be utilised to set off against the tax payable by a tax resident unit holder. Withholding tax deducted on the income distributed to a non-individual unit holder who is not a tax resident in Malaysia will be regarded as a final tax. This is also effective from 1 January 2022.

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

### ***Service Tax***

Only taxable services listed in the First Schedule of the Service Tax Regulations 2018 are subject to service tax, which exclude investment income or gains.

However, certain expenses such as legal fees, consultancy fees and management fees may be subject to service tax at 6%. For management fees, this specifically excludes fees charged by any person who is licensed or registered with the Securities Commission for carrying out the regulated activity of fund management under the Capital Markets and Services Act 2007.

Based on the Finance Act 2018, the imposition and scope of service tax has been widened to include any imported taxable service. This is effective from 1 January 2019.

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

Yours faithfully



Ong Guan Heng  
Executive Director

### **11. EXPERTS' REPORT**

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

### **12. APPROVALS AND CONDITIONS**

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

There are no waivers or exemptions granted by the Securities Commission for the Fund as none has been sought for.

### **13. DOCUMENTS AVAILABLE FOR INSPECTION**

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

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

### **14. CONSENT**

The Trustee, External Investment Manager and solicitors have given their consent for the inclusion of their names and statements in the form and context in which they appear in this prospectus and have not withdrawn such consent.

The tax adviser has given its consent for the inclusion of its name and tax adviser's letter in the form and context in which they appear in this prospectus and has not withdrawn such consent.

**DIRECTORY OF OUTLETS FOR PURCHASE AND SALE OF UNITS**

For information on the participating distributors, please contact:

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

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







Nature of Business Applicant's Company/ Applicant's Employer  Financial/Banking/ Investment  Legal/Tax  Telecommunications  Hotel/ Restaurant  Consultancy  Government/ Government related  
 Medical/Health/Science  Education  Real Estate/ Property  Manufacturing  Construction  Others (please specify) \_\_\_\_\_

Address Of Employer / Company \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Post Code \_\_\_\_\_ Town / City \_\_\_\_\_

State \_\_\_\_\_ Country \_\_\_\_\_

Employer's/Company's Office  In Malaysia  Outside of Malaysia (please specify) \_\_\_\_\_ Employer's/Company's Tel No. \_\_\_\_\_

Government Employee (Contract/Temporary/Permanent)\*  Private Employee (Contract/Temporary/Permanent)\*  RHB Asset Management Staff  Self-Employed  
 Unpaid Family Worker  Unemployed  Employer  Pensioner  
 Retired  Outside the Labour Force (Student/Housewife)  RHB Bank / RHB Group Staff

\*To tick the selection given

Monthly Income (RM) \_\_\_\_\_

**EXCHANGE CONTROL DECLARATION BY NON-MALAYSIAN RESIDENT(S)**

I/We declare that I am/ we are Malaysian resident(s)/ Malaysian organisation

I/We declare that I am/ we are non-Malaysian resident(s) and I am/ we are permanent resident(s) of \_\_\_\_\_ (Country)

**DECLARATION ON TAX RESIDENT STATUS**

**For Individual Applicant**  
 I have been briefed and I hereby confirm I understand my tax residency/FATCA/CRS requirements. I hereby declare that I am :

**For FATCA Status**  Non-US individual with no US indicia  \* Non-US individual with US indicia  \* US individual

**For CRS Status**  Tax resident in Malaysia and do not have any foreign tax residency and/or foreign indicia  \* A foreign tax resident with foreign indicia (including Malaysia, if applicable)

**For Joint Individual Applicant**  
 I have been briefed and I hereby confirm I understand my tax residency/FATCA/CRS requirements. I hereby declare that I am :

**For FATCA Status**  Non-US individual with no US indicia  \* Non-US individual with US indicia  \* US individual

**For CRS Status**  Tax resident in Malaysia and do not have any foreign tax residency and/or foreign indicia  \* A foreign tax resident with foreign indicia (including Malaysia, if applicable)

\* Please complete the Individual Self-Certification form provided.

**INVESTMENT OBJECTIVE & EXPERIENCE (PURPOSE OF ACCOUNT OPENING)**

**Investment Objective**  Capital Growth  Regular Income  Capital Protection  Education  Wealth Accumulation  Retirement

**Investment Experience**  Unit Trust \_\_\_\_\_ year(s)  Trading on Bursa Malaysia \_\_\_\_\_ year(s)  Futures / Options \_\_\_\_\_ year(s)  Others \_\_\_\_\_ year(s)  No experience

**Investment Time Frame**  Long Term (> 5 years)  Medium (3-5 years)  Short Term (< 3 years)

**BANK ACCOUNT DETAILS (MANDATORY FOR E-PAYMENT OF INCOME DISTRIBUTION / REDEMPTION) - MYR Class Fund Only**

Bank Name \_\_\_\_\_

Account Holder Name \_\_\_\_\_

Bank Account No. \_\_\_\_\_

Account Type  Savings Account  Current account

Note 1. Only one MYR currency bank account will be maintained in RHBAM MY's record at any one time  
 2. Payment to third party is strictly not allowed  
 3. For joint investment, bank account provided must consist of both applicants name and/or either one of the applicants's name as stated in this account application form

**BANK ACCOUNT DETAILS (MANDATORY FOR E-PAYMENT OF INCOME DISTRIBUTION / REDEMPTION) - Foreign Currency Class Fund Only**

Bank Name \_\_\_\_\_

Account Holder Name \_\_\_\_\_

Bank Account No. \_\_\_\_\_

Account Type  Savings Account  Current account

Currency  AUD  EUR  GBP  JPY  RMB  SGD  USD  Other, please specify \_\_\_\_\_

Note 1. At any given moment, only one foreign currency bank account for each currency will be maintained in RHBAM MY's records.  
 2. Payment to third party is strictly not allowed  
 3. For joint investment, bank account provided must consist of both applicants name and/or either one of the applicants's name as stated in this account application form

## RHB PRIVACY NOTICE

I/We understand that RHBAM MY will use, collect, record, store, share and/or process my/our personal information, including, without limitation, my/our contact details, background information, financial data, tax residency and other information relevant to my/our application for the product and / or service which

- (a) I/we have provided in this form or through any other contact with RHB Banking Group (which shall include its holding company, subsidiary(s), and any associated company(s), including any company as a result of any restructuring, merger, sale or acquisition), or
- (b) has been obtained from analysis of my/our payment and other transactions/services within the RHB Banking Group, or
- (c) has been obtained from third parties such as employers, joint applicants/accountholders, guarantors, legal representatives, industry/financial related associations, government/regulatory authorities, credit bureaus or credit reporting agencies, retailers, social networks and fraud prevention agencies or other organizations for any and/or all of the following purposes ("Purpose"), if applicable:
  - (i) providing this product and/or service and notifying me/us about important changes or developments to the features;
  - (ii) updating and managing the accuracy of RHB Banking Group's records;
  - (iii) prevention, detection or prosecution of crime, and complying with legal and regulatory obligations;
  - (iv) assessment and analysis including credit / lending / financing / insurance risks / takaful risk / behaviour scoring / market and product analysis and market research;
  - (v) communications and ensuring customer satisfaction, which may include conducting surveys to improve the quality of our products and services, responding to inquiries and complaints and to generally resolve disputes;
  - (vi) determining the amount of my/our indebtedness and recovering debt that I/we owe to RHBAM MY;
  - (vii) maintaining my/our credit history for present and future reference;
  - (viii) enabling an actual or proposed assignee of RHBAM MY, or participant or sub-participant of RHBAM MY to evaluate my/our transactions which are intended to be the subject of the assignment, participation or sub-participation;
  - (ix) cross-selling, marketing and promotions of products and/or services of RHB Banking Group and its strategic alliances;
  - (x) for RHBAM MY's corporate events (including networking events, launching of products, etc) /contests, of which photographs / images of I/we may be captured and may be used for RHBAM MY's publications; or protecting RHB Banking Group's interests and other ancillary or related purposes.

I/We understand and acknowledge that it is necessary for RHBAM MY to process my/our personal information for the Purpose, without which RHBAM will not be able to provide the product/service that I/we have requested from RHBAM MY and to notify I/we about important changes or developments to the products/services. Where I/we have provided RHBAM MY with sensitive personal information (in particular, information consisting my/our physical/mental health for applications of insurance/takaful products/services), I/we hereby provide RHBAM MY with my/our express consent to process the same in the manner described in this Privacy Notice. I/we may exercise my/our options in respect of receiving marketing materials (including cross-selling, marketing and promotions as described above) at any time by contacting our Customer Service at 03 - 9205 8000 for RHBAM.

I/We understand that RHBAM MY may disclose my/our personal information (or sensitive personal information, if applicable) to other companies within the RHB Banking Group, service providers, merchants and strategic partners, vendors including debt collection agencies, professional advisers, industry/financial related associations, credit bureaus or credit reporting agencies and fraud prevention agencies, governmental agencies, other financial institutions and any of their respective agents, servants and/or such persons, whether located within or outside Malaysia for the Purpose, if applicable, subject at all times to any laws (including regulations, standards, guidelines and/or obligations) applicable to RHBAM MY. I/We further understand that I/we may request for correction (if my/our personal information is inaccurate, outdated, incomplete, etc), access to (a prescribed fee may be charged), or deletion (if I/we no longer have any existing products/services with RHB Banking Group) of my/our personal information or limit the processing thereof at any time hereafter by submitting such request via post, email or fax to the following address:

### Customer Service

**RHB Asset Management Sdn Bhd & RHB Islamic International Asset Management Berhad**  
Level 8, Tower 2 & 3, RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur, Malaysia  
Contact: +603-9205 8000 Facsimile: +603-9205 8100 Email: [rhbam@rhbgroup.com](mailto:rhbam@rhbgroup.com) / [rhbiam.enquiry@rhbgroup.com](mailto:rhbiam.enquiry@rhbgroup.com)

I/We acknowledge that RHB Banking Group may modify or update its Privacy Notice from time to time, a copy of which is available at [www.rhbgroup.com](http://www.rhbgroup.com) and that I/we may channel any complaints or inquiries I/we may have in the manner indicated above.

### ACKNOWLEDGEMENT AND CONSENT

- By providing my/our personal information and signature, I/we consent to RHBAM MY processing my/our personal information for any necessary disclosures and overseas transfers of my/our personal information to relevant third parties, for the Purpose, if applicable.
- I/We agree to the disclosure and/or transfer of my/our personal information to relevant third parties as a result of any restructuring, sale or acquisition of any company within the RHB Banking Group, provided that the recipient uses my/our personal information for the Purpose, if applicable.
- I/We also represent and warrant that I/we have sufficiently obtained the consent of third party individual(s) (e.g. family, spouse, related parties, supplementary cardholder and/or emergency contact persons, etc) whose personal information I/we have disclosed to RHBAM MY to allow RHBAM MY to process the same in relation to the Purpose, if applicable.

**[This paragraph is only applicable to parent/legal guardian/next-of-kin/authorized representative of Junior Accountholder(s), if any]**

- If I/we are providing consent as parent / legal guardian / next-of-kin / authorized representative of a junior applicant, I/we understand that the personal information of the junior applicant will be processed by RHBAM MY for the Purpose described above.

## NOTIS PRIVASI RHB

Saya/Kami faham bahawa RHBAM MY akan menggunakan, mengumpul, merekod, menyimpan, berkongsi dan/atau memproses maklumat peribadi saya/kami, termasuk, tanpa had, butir-butir pengenalan saya/kami, maklumat latar belakang, data kewangan, penduduk cukai dan maklumat lain yang berkaitan dengan permohonan anda untuk produk dan / atau perkhidmatan yang

- (a) telah saya/kami berikan di dalam borang ini atau melalui sebarang perhubungan lain dengan Kumpulan Perbankan RHB (termasuk syarikat induk, syarikat-syarikat subsidiari, dan mana-mana syarikat yang berkenaan, termasuk mana-mana syarikat yang terhasil daripada mana-mana penyusunan semula, penggabungan, jualan atau pengambilalihan) atau
- (b) diperolehi daripada analisis pembayaran saya/kami dan urusniaga/perkhidmatan yang lain dalam Kumpulan Perbankan RHB, atau
- (c) diperolehi daripada pihak ketiga seperti majikan, pemohon bersama/pemegang-pemegang akaun, penjamin-penjamin, wakil-wakil perundangan, persatuan-persatuan berkaitan industri/kewangan, pihak-pihak berkuasa kerajaan, biro-biro kredit atau agensi-agensi pelaporan kredit, penjual-penjual, rangkaian-rangkaian sosial dan agensi-agensi pencegahan untuk mana-mana dan/atau semua tujuan-tujuan yang berikut ("Tujuan"), jika berkaitan:
  - (i) menyediakan produk dan/atau perkhidmatan ini dan memaklumkan saya/kami tentang sebarang perubahan penting atau perkembangan tentang ciri-ciri produk dan/atau perkhidmatan tersebut;
  - (ii) mengemaskini dan menguruskan ketepatan rekod Kumpulan Perbankan RHB;
  - (iii) pencegahan, pengesanan atau pendakwaan jenayah, dan pematuhan obligasi-obligasi perundangan dan peraturan;
  - (iv) penilaian dan analisis termasuk pemarkahan kredit / pinjaman / pembiayaan / risiko insurans / takaful / kelakuan, analisis pasaran dan produk dan penyelidikan pasaran;
  - (v) perhubungan dan memastikan kepuasan pelanggan, yang mungkin termasuk menjalankan kajian-kajian meningkatkan kualiti produk-produk dan perkhidmatan-perkhidmatan kami, membalas kepada pertanyaan dan aduan serta untuk menyelesaikan percanggahan secara umumnya;
  - (vi) menentukan jumlah hutang saya/kami dan pemungutan hutang yang saya/kami berhutang kepada RHBAM MY;
  - (vii) mengekalkan sejarah kredit anda untuk rujukan semasa dan akan datang;
  - (viii) membolehkan pemegang serah hak sebenar atau yang dicadangkan oleh RHBAM MY, atau peserta atau sub peserta RHBAM MY untuk menilai urus niaga saya/kami yang bertujuan untuk menjadi subjek penyerahakan, penyertaan atau sub penyertaan;
  - (ix) melindungi kepentingan Kumpulan Perbankan RHB dan tujuan sampingan atau tujuan lain yang berkenaan;
  - (x) penjualan silang, pemasaran dan promosi produk dan/atau perkhidmatan Kumpulan Perbankan RHB dan rakan-rakan kongsi strategik; atau

(xi) bagi acara-acara korporat RHBAM MY (termasuk acara rangkaian, pelancaran produk, dan lain-lain) / pertandingan, di mana gambar / imej saya/kami mungkin akan ditangkap dan boleh digunakan  
Saya/Kami faham dan mengakui bahawa RHBAM MY perlu memproses maklumat peribadi saya/kami untuk Tujuan tersebut, tanpanya RHBAM MY tidak akan dapat menyediakan produk/perkhidmatan yang saya/kami minta daripada RHBAM MY dan untuk maklumkan saya/kami tentang sebarang perubahan penting atau perkembangan tentang produk/perkhidmatan tersebut. Di mana saya/kami telah memberi RHBAM MY maklumat peribadi sensitif (khususnya, maklumat tentang kesihatan fizikal / mental saya/kami untuk permohonan bagi produk insurans/takaful / perkhidmatan), saya/kami dengan ini memberikan RHBAM MY persetujuan nyata saya/kami untuk memproses mengikut cara yang dinyatakan dalam Notis Privasi ini. Saya/Kami boleh menjalankan pilihan saya/kami berkenaan dengan menerima bahan-bahan pemasaran (termasuk penjualan silang, pemasaran dan promosi seperti yang dinyatakan di atas) pada bila-bila masa dengan menghubungi Khidmat Pelanggan pada nombor 03-9205 8000.

Saya/Kami faham bahawa RHBAM MY mungkin akan mendedahkan maklumat peribadi saya/kami (atau maklumat peribadi sensitif, jika berkenaan) kepada syarikat-syarikat lain di dalam Kumpulan Perbankan RHB, penyedia-penyedia perkhidmatan, peniaga-peniaga dan rakan-rakan kongsi strategik, pembekal-pembekal termasuk agensi-agensi pemungutan hutang, penasihat-penasihat profesional, persatuan-persatuan berkaitan industri/kewangan, biro-biro kredit atau agensi-agensi pelaporan kredit dan pencegahan penipuan, agensi-agensi kerajaan, institusi-institusi kewangan yang lain dan mana-mana ejen, pekerja, dan/atau mana-mana orang mereka, sama ada bertempat di dalam atau di luar Malaysia untuk Tujuan tersebut, jika berkenaan, tertakluk pada setiap masa kepada mana-mana undang-undang (termasuk peraturan-peraturan, piawaian, garis panduan dan / atau obligasi) yang terpakai kepada RHBAM MY.

Saya/Kami juga faham bahawa saya/kami boleh meminta untuk membuat pembetulan (jika maklumat peribadi saya/kami adalah tidak tepat, ketinggalan zaman, tidak lengkap, dan lain-lain), akses kepada (fi yang ditetapkan mungkin dikenakan), atau untuk menghapuskan (jika saya/kami tidak lagi mempunyai apa-apa produk/perkhidmatan yang sedia ada dengan Kumpulan Perbankan RHB) ke atas maklumat peribadi saya/kami atau mengehentikan pemrosesan itu pada bila-bila masa selepas ini dengan mengemukakan permintaan tersebut melalui pos, e-mel atau faks kepada alamat berikut:

**Khidmat Pelanggan**  
**RHB Asset Management Sdn Bhd & RHB Islamic International Asset Management Berhad**  
**Level 8, Tower 2 & 3, RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur, Malaysia**  
**Nombor Telefon: 03-9205 8000 Nombor Fax: 03-9205 8100 Email: rham@rhbgroup.com / rhibian.enquiry@rhbgroup.com**

Saya/Kami mengakui bahawa Kumpulan Perbankan RHB boleh mengubahsuaui atau mengemas kini Notis Privasi ini dari masa ke semasa, di mana salinannya boleh didapati di [www.rhbgroup.com](http://www.rhbgroup.com) dan anda boleh menyalurkan sebarang aduan atau pertanyaan yang saya/kami mungkin ada dengan cara yang ditunjukkan di atas.

#### **PENGIKTIRAFAN DAN KEBENARAN**

- Dengan memberikan maklumat peribadi saya/kami berserta tandatangan, saya/kami mengizinkan RHBAM MY memproses maklumat peribadi saya/kami untuk mana-mana pendedahan yang diperlukan dan pemindahan maklumat peribadi saya/kami ke luar negara kepada pihak ketiga yang berkaitan, jika berkenaan.
- Saya/Kami bersetuju dengan pendedahan dan/atau pemindahan maklumat peribadi saya/kami kepada pihak ketiga yang berkaitan akibat daripada apa-apa penyusunan semula, penjualan atau pengambilalihan mana-mana syarikat dalam Kumpulan Perbankan RHB, dengan syarat bahawa penerima menggunakan maklumat peribadi saya/kami untuk Tujuan tersebut sahaja.
- Saya/Kami juga menyatakan dan menjamin bahawa saya/kami telah cukup memperoleh persetujuan individu-individu pihak ketiga (contohnya keluarga, pasangan, pihak-pihak berkaitan, pemegang kad tambahan dan/atau orang hubungan kecamasan, lain-lain) di mana maklumat peribadi mereka telah saya/kami dedahkan kepada RHBAM MY untuk membenarkan RHBAM MY membuat pemrosesan yang sama berhubung dengan Tujuan, jika berkenaan.

#### **[Perenggan ini hanya terpakai kepada ibu bapa/penjaga undang-undang/waris/wakil bagi pemegang-pemegang Akaun Junior, jika ada]**

- Jika saya/kami memberikan persetujuan sebagai ibu bapa/penjaga undang-undang/waris/wakil bagi pemohon kanak-kanak, saya/kami faham bahawa maklumat peribadinya akan diproses oleh RHBAM MY untuk Tujuan yang dinyatakan di atas.

#### **FOREIGN ACCOUNT TAX COMPLIANCE ACT ("FATCA") AND COMMON REPORTING STANDARD ("CRS")**

- **"Foreign Account Tax Compliance Act (FATCA)"** which was passed as part of the Hiring Incentives to Restore Employment (HIRE) Act, generally requires that foreign financial institutions and certain other non-financial foreign entities report on the foreign assets held by their U.S. account holders or be subject to withholding on withholdable payments. The HIRE Act also contained legislation requiring U.S. persons to report, depending on the value, their foreign financial accounts and foreign assets.
- RHBAM MY and its related companies and affiliates are subject to and required to, or have agreed to comply with FATCA ("FATCA Reporting Requirement"). In view of this, RHBAM MY is required to collect information about each of its customers under the FATCA Reporting Requirement. If you are a U.S. Person, we may need to give the Inland Revenue Board of Malaysia ("IRBM") your account information, which may then be shared with the U.S. IRS.
- **"Common Reporting Standard (CRS)"** means the Standard for Automatic Exchange of Financial Account Information ("AEOFAI") in Tax Matters and was developed in response to the G20 request and approved by the Organisation for Economic Co-operation and Development (OECD) Council on 15 July 2014, calls on jurisdictions to obtain information from their financial institutions and automatically exchange that information with other jurisdictions on an annual basis. It sets out the financial account information to be exchanged, the financial institutions required to report, the different types of accounts and taxpayers covered, as well as common due diligence procedures to be followed by financial institutions.
- RHBAM MY and its related companies and affiliates are required to comply with the CRS Rules ("CRS Reporting Requirement") In view of this RHBAM MY is required to collect information about your tax residence(s) under applicable tax regulations. If you are not a tax resident of Malaysia, we may need to give the IRBM your account information, which may then be shared with other tax authorities of the CRS Participating countries.
- Each jurisdiction has its own rules for defining tax residences, and jurisdiction have provided information on how to determine if you are resident in a jurisdiction on the following website: - <http://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/tax-residency/>
- RHBAM MY are not allowed to give tax advice. Please consult your tax adviser if you require assistance in determining your tax residence(s).
- "Participating Jurisdiction" means a jurisdiction with which an agreement is in place pursuant to which it will provide the information required on the automatic exchange of financial account information set out in the CRS.
- "Reportable Jurisdiction" is a jurisdiction with which an obligation to provide financial account information is in place.
- "Tax Resident" refers to the definition of tax residence by each participating jurisdiction as provided on [<https://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/tax-residency/#id.en.347760>]. In general, you will find that tax residence is the country/jurisdiction in which you live. Special circumstances may cause you to be resident elsewhere or resident in more than one country/jurisdiction at the same time (dual residency).
- For more information on tax residence, please consult your tax adviser or the information at the OECD automatic exchange of information portal mentioned above.
- "TIN" (including "functional equivalent") means Taxpayer Identification Number or a functional equivalent in the absence of a TIN. A TIN is a unique combination of letters or numbers assigned by a jurisdiction to an individual or an Entity and used to identify the individual or Entity for the purposes of administering the tax laws of such jurisdiction. Further details of acceptable TINs can be found at the following link [<https://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/tax-identification-numbers>]. Some jurisdictions do not issue a TIN. However, these jurisdictions often utilize some other high integrity number with an equivalent level of identification (a "functional equivalent"). Examples of that type of number include, for Entities, a Business/company registration code/number.
- "US Person" refers to a US Person as defined in Section 7701 (a) (30) of the Internal Revenue Code and includes an individual who is a citizen or resident of the US.

**DECLARATION & SIGNATURES (INDIVIDUAL APPLICANT)**

I/We acknowledge that I/We have read, acknowledged and fully understood the contents of this Declarations, Acknowledgement and Authorisations ("DAA") and the T&C (which also incorporated FATCA, CRS, UT Loan Financing Risk Disclosure Statement) as set out in this document, the relevant Information Memorandum, Master Prospectus(es)/Prospectus(es), Disclosure Document and its Supplementary(ies) (if any), Information Memorandum(s) and its Supplementary(ies) (if any) for the Fund(s) to be invested in, of this account application and I/We undertake to be bound by them for all my/our transactions with RHB AM MY.

**ALL APPLICANTS MUST SIGN THIS ACCOUNT APPLICATION FORM**

<b>Individual Applicant</b>	<b>Joint Individual Applicant</b>
<b>Name :</b>	<b>Name :</b>
<b>NRIC/Passport No:</b>	<b>NRIC/Passport No:</b>
<b>Date :</b>	<b>Date :</b>

For joint application, please tick (✓) account operating mode for future transactions.

- For Individual Applicant Only
- For Joint Individual Applicant Only
- Either Applicant to sign
- Both Applicants to sign
- Either Two Applicant to sign\*
- Three Applicants to sign\*

\*For More than One Joint Holder

Note: Pre-signed account application form is strictly prohibited as provided under FIMM's Code of Ethics.

**FOR OFFICE USE ONLY**

Account No. _____	Name of Staff / UTSC / Distributor _____
RHBAM MY / Distributor / Branch Code / Stamp _____	Signature of Staff / UTSC / Distributor _____
Staff / UTSC Code / EP Code _____	
FIMM Code _____	

**APPENDIX**

**List of Source of Wealth**

- W01 Accumulated Savings
- W03 Inheritance
- W05 Retirement Income
- W07 Disposal of Assets/ Shares
- W09 Return on Investment
- W11 Income from own business
- W13 Foreign investment proceeds
- W15 Property (rental proceeds)
- W17 Gratuity

- W02 Employment Income
- W04 Trust Fund
- W06 EPF / Retirement Funds
- W08 Insurance/Takaful Maturity/Surrender
- W10 Legal Settlement
- W12 Local Investment proceeds
- W14 Crypto currency investment proceeds
- W16 Winning lottery money
- W18 Sale of Business

**List of Source of Fund**

- F01 Income/Salary
- F03 EPF/SOCSO/Pension/Gratuity
- F05 Trust Funds
- F07 Sale of Inves/Shares/Prop/Land
- F09 Rental Proceeds
- F11 Directors Fee/Salary
- F13 Return on Investment
- F15 Insurance /Takaful Maturity/Surrender
- F17 Credit Facility Approve by FI
- F19 Spouse/Parents/Children
- F21 Part-time Income
- F23 Gift/Donation
- F25 Regular Periodic Income

- F02 Own Bank Transfer (within RHB)
- F04 Savings/Investment
- F06 Divorce Sett/Compensation
- F08 Dividends/Profits
- F10 Commission
- F12 Welfare Allowance
- F14 FD/Term Deposit Placement Roll Over/Renewal
- F16 Legal Settlement
- F18 Trf frm Own Acct with Oth FI
- F20 Financial Aid/Subsidies
- F22 Inheritance
- F24 Winning-legal Gambling/Contest
- F26 Crypto Currency/Digital Asset Investment Proceeds

**DECLARATIONS, ACKNOWLEDGEMENT AND AUTHORISATIONS ("DAA")**

- I/We acknowledge that I/We am/are aware of the fees and charges that I/We will incur directly or indirectly when investing in the Fund(s).
- I/We undertake to be bound by the provisions of the documents constituting the Fund(s) subscribed to as if I/We was/were a party thereto.
- I/We am/are 18 years old and above as at the date of this application. Copy/Copies of my/our NRIC/Passport is/are enclosed (applicable to individual).
- I/We declare and represent that as at the date hereof, I/We am/are not an undischarged bankrupt nor has any petition for bankruptcy been filed against me/us. (applicable to individual).
- I/We declare that I/We am/are neither engaged in any unlawful activity nor are my/our monies obtained from any illegal source or related to any illegal activity.
- I/We declare that I/We am/are in compliance and undertake that I/We will continue to comply with all applicable laws and regulations.
- I/We undertake to provide RHBAM MY with all information as it may require for the purpose of and in connection with completing the account application form, including but not limited to, my/our/the Corporate and its group of companies' information on financial position, condition, operation, business or prospect, where applicable.
- I/We acknowledge that I/We shall keep RHBAM MY informed of any changes of the information stated in this account application.
- I/We undertake to provide such information and documents that RHBAM MY may require for the purpose of due diligence/enhanced due diligence as required under the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 ("AMLA/TFPUAA 2001") (including any amendments, variations, and/or modifications as may be made at any time and from time to time) and any guidelines issued by any regulators, authorities and/or statutory bodies including the Anti-Money Laundering and Counter Financing of Terrorism ("AML/CFT"). I/We agree that I/We shall not hold RHBAM MY liable in any proceedings (whether civil, criminal or otherwise) for the disclosure of any information in any suspicious transaction report made by RHBAM MY in good faith, nor for any delay and/or refusal by RHBAM MY in carrying out my / our instructions in the event deemed necessary by RHBAM MY. I/We further agree to abide and comply with any directives or orders which may be issued and imposed by the respective regulators, authorities and/or statutory bodies from time to time and further undertake to give the evidence and/or documentation required by RHBAM MY, the respective regulators, authorities and/or statutory bodies for the purpose of complying with the respective AML/CFT legislation in the applicable jurisdiction where the transactions are to be executed from time to time.
- In the absence of written explicit instructions, I/We acknowledge that instructions must be given by both of us (for joint application only).
- (Distribution Instruction as per Purchase/Switch Form) Depending on the Fund invested and subject to each respective Fund's Master Prospectus(es)/ Prospectus(es), Disclosure Document and its Supplementary(ies) (if any), Information Memorandum(s) and its Supplementary(ies) (if any), income distribution will either be reinvested into further units in the relevant fund or be paid out.
- I/We hereby declare and acknowledge that I/We have sole legal and proprietary right over all monies accompanying this account application form.
- I/We hereby agree to indemnify RHBAM MY, its Personnel, and Unit Trust Scheme Consultants against all actions, suits, proceedings, claims, damages and losses which may be suffered by RHBAM MY as a result of any inaccuracy of the declarations herein.
- I, being the Main Applicant agree to apply the risk tolerance profile maintained with RHBAM MY for my subscription and/or switching/transfer. If there is any changes to my risk tolerance profile, I will notify and furnish RHBAM MY with the updated Investor Suitability Assessment Form (ISAF).
- For Joint Account(s) investment, I/We agreed that the Main Applicant's risk tolerance profile will be applied.
- For any investment that I/We made through EPF i-Invest for EPF-Member Investment Scheme, I/We understand that I/We am/are fully responsible, at my/our own risk in determining the suitability of the unit trust fund(s), will make all my/our present and future investment decisions based on my/our own judgement and independent advice as I/We consider appropriate. I/We have understood the features, nature, associated risks and T&C of the relevant unit trust fund(s). All information disclosed/provided by me/us is true, complete and accurate. The unit trust consultant that I/We have chosen is purely for post sales services.
- I/We agree to notify RHBAM MY if there is any changes that affect my tax residency/FATCA/CRS status and will furnish RHBAM MY with the relevant foreign Tax Identification Number (TIN) and/or documentary evidence within 30 days of such change.
- I/We acknowledge that this application is subject to the approval of RHBAM MY and RHBAM MY has the absolute discretion to approve or reject this application without assigning any reasons thereto.
- I/We declare that all particulars and information given herein are true and correct and they shall also be applicable to the accounts opened and maintained at any of RHBAM MY's branches and that I/We have not withheld any material facts or information from RHBAM MY. RHBAM MY is entitled to fully rely on such information for all purposes, unless RHBAM MY receives notice in writing from me informing otherwise. I/We further undertake to furnish to RHBAM MY with such additional particulars as RHBAM MY may require from time to time.
- I/We undertake to notify RHBAM MY in writing of any changes in the information provided herein by me/us. I/We agree that any such changes shall be effective three (3) business days after RHBAM MY's receipt of my/our notice.

## DECLARATIONS, ACKNOWLEDGEMENT AND AUTHORISATIONS ("DAA") ( Continued)

- I/We agree that RHBAM MY shall be entitled to act upon and I/We shall accordingly be bound by any notice or other communication received by RHBAM MY and believed by RHBAM MY to have been given or made by a person authorised by me/us and the transaction executed pursuant to such instructions shall accordingly be binding on me/us.
- Where any instruction is ambiguous or inconsistent with any other instruction, RHBAM MY shall be entitled either not to act upon the instruction or to rely and act in accordance with any reasonable interpretation thereof which any officer of RHBAM MY believes in good faith to be the correct interpretation.
- I/We shall not hold RHBAM MY liable in any way for acting on inconsistent, ambiguous or incomplete instructions.
- I/We understand that RHBAM MY does not recognize or acknowledge any private arrangement or agreement entered between me/we with my/our servicing agent who is a RHBAM MY's Consultant. I/We understand and agree that I/We cannot take action against RHBAM MY to claim for any losses, penalty, charges, claims, demands, costs and expenses, whether directly or indirectly suffered in consequence of or arising from the said private arrangement or agreement.
- RHBAM MY shall not be liable to me/us for acting upon any instructions communicated or purportedly communicated by me/us to RHBAM MY over the telephone or in writing and signed or purportedly signed by me/us or given or transmitted purportedly or given or transmitted by facsimile or electronic mail notwithstanding that it is subsequently shown that such instruction was not given by me/us. Any risks of misunderstanding, any error or loss resulting from instructions given by unauthorised persons or any error, loss or delay resulting from the use of the post, facsimile or electronic mail are entirely my/our risk for which RHBAM MY shall not be liable for.
- I am/I/We are aware that signatures on facsimile or electronic mail instruction may be superimposed fraudulently or without proper authority when transmitted to RHBAM MY and I/We shall give RHBAM MY facsimile or electronic mail instructions assuming such risks. RHBAM MY shall not hold liable for any losses, damages, expenses, claims or liabilities suffered by me/us as a result of RHBAM MY acting upon facsimile or electronic mail instructions so long as the signature(s) appearing on any such facsimile or electronic mail instructions appear on verification to be or purport to be in accordance with my/our specimen
- I/We authorise RHBAM MY to conduct independent verification and/or inquiries in respect of any information declared herein or furnished to RHBAM MY with the relevant authorities and/or credit reference agencies or any other relevant organisations whether in Malaysia or elsewhere and I/We undertake to furnish any additional information that RHBAM MY may require for its assessment of the application and from time to time after the application had been approved. That I/We further consent and authorise the relevant authorities and/or credit reference agencies or any other relevant organisations whether in Malaysia or elsewhere to disclose my information to RHBAM MY.
- I/We hereby undertake to fully, unconditionally and irrevocably indemnify RHBAM MY and keep RHBAM MY indemnified at all times from and against all actions, proceedings, claims, demands, losses, penalties, fines, damages, costs, charges and/or expenses which RHBAM MY may sustain, incur or be liable to, in consequence of, attributable to or arising from, any breach by me/us of its obligations including any costs reasonably and necessarily incurred by RHBAM MY in collecting any debts due to RHBAM MY or in connection with the closure of the Account, or any appointment made by me/us and/or any request or authorisation given by me/us, and/or any false declaration(s) on my part in this T&C howsoever arising. The right of indemnity shall continue in full effect notwithstanding the suspension, termination or closure of my/our account(s) with RHBAM MY. Neither RHBAM MY or its subsidiary, associated, or related companies of RHBAM MY's holding company nor any of its agents shall be liable for any direct, indirect, special or consequential damages which may be suffered by me/us such as, but not limited to, loss of anticipated profits or other anticipated economic benefits, whatsoever or howsoever caused, whether in contract or in tort, arising directly or indirectly with or arising out of this DAA, and/or the T&C herein. I/We further undertake to indemnify RHBAM MY and/or its subsidiary, associated, or related companies of RHBAM MY's holding company from being liable in any proceedings (whether civil, criminal or otherwise) arising from any breach by me/us pursuant to the terms of the T&C and/or the DAA stated herein.
- I/We consent that RHBAM MY and/or its authorised agents, service providers and/or sub-contractors may obtain or be granted access to my/our information or documents relating to my/our affairs in particular in relation to my/our securities and/or depository accounts (for example account particulars, balances, and/or transactions) maintained with the relevant authorities (whether locally or abroad), agents and/or service providers. This consent is irrevocable and I/We shall not hold RHBAM MY liable for any losses arising thereof except for losses or liabilities I/We may directly suffer as a result of any fraudulent act done / committed by RHBAM MY.
- I/We consent to and authorize the RHB Banking Group (which shall include its holding company, its subsidiaries and associated companies), its respective directors, officers, employees and agents to disclose, share and/or verify information or documents pertaining to my/our affairs, account(s), facility(ies), directors and/or substantial shareholders to and/or with the following parties including :
  - (i) any companies within the RHB Banking Group, whether within or outside Malaysia for any purpose including, without limitation:
    - a) cross-selling, marketing and promotions of products and/or services of the RHB Banking Group;
    - b) conducting conflict checks on any conflict of interest situations whether actual or potential, pursuant to the appointment of RHBAM MY, if applicable; and
    - c) having access to the Company's/ the Customer's information and/or documents in relation to its securities and/or depository accounts maintained with RHBIB and/or the relevant central and/or authorized depositories, if applicable;
  - (ii) any authorities/regulators/parties as may be authorised by law or regulations to obtain such information or by court of law;
  - (iii) any party(ies) providing security for purposes of facility(ies) granted to me/us;
  - (iv) agents of the RHB Banking Group, including without limitation, vendors, merchants and/or third party service providers in connection with any products and/or services being provided by the RHB Banking Group;
  - (v) auditors, legal counsels and/or other professional advisers in relation to the provision of services by the RHB Banking Group pursuant to this engagement, or in connection with the preparation of any facility or security documents, if applicable, or any action or proceeding for the recovery of monies due and payable by me/us, wherever applicable;
  - (vi) credit bureaus and/or credit reporting agencies, fraud prevention agencies, debt collection agencies and industry/financial related associations; and
  - (vii) any potential assignee or other person proposing to enter into any contractual arrangement which requires the disclosure of such information.
- I/We agree that RHBAM MY shall not be responsible or liable to me in the event the agents or entities appointed by RHBAM MY to perform any obligations, goes into liquidation or insolvency and further agrees that RHBAM MY shall not be liable in respect of the acts or omission of any entity providing any services including repurchase/settlement facilities and/or custodian services.
- I/We undertake to further indemnify RHBAM MY for any loss, costs (includes legal costs), claims, liabilities or expenses arising out of or connected with any (i) transaction or instruction that may be carried out by RHBAM MY on behalf of me/us having to act on my/our instructions or at my/our request, (ii) breach by me of its obligations, including but not limited to any costs reasonably and necessarily incurred by RHBAM MY selling-off, or collecting any debts due to RHBAM MY or in connection with the closure of the Account(s), and (iii) breach, failure or omission of the foreign broker / agent / custodian appointed on behalf of me/us. This obligation to indemnify RHBAM MY survives the termination of these T&C.
- I/We agree to pay all taxes including but not limited to Services Tax or its equivalent imposed by the authorities locally or abroad at the prescribed rate determined by the relevant authorities on the service fee and/or any such other fees in relation to my/our account.
- I/We agree and acknowledge that all communication between RHBAM MY and me/us conducted via Electronic Services - for the purposes of issuing instructions in respect of my/our account may increase the risk of error, security, fraud and privacy issues. I/We acknowledge I/We am/are fully aware of the risks associated when communicating or conducting the transactions via the Electronic Services. I/We further agree to the following:-
  - a. I/We fully and solely responsible for the safety and confidentiality of the associated pin numbers and/or passwords (if applicable) that must be kept secret and not be understandable, either directly or indirectly, by a third party. I/We must make sure, by all appropriate means, that they are not used by persons other than me/us, including but not limited to, a representative, attorney-in-fact, agent or any third parties.
  - b. I/We agree that RHBAM MY may use my/our mobile number(s) and/or e-mail address(es) to validate/authenticate the registration and/or access for online services and/or other services. Should there be any changes to my/our e-mail address(es) and/or mobile number(s), I/We will advise RHBAM MY and provide the Updating of Client's Particular Form.
  - c. RHBAM MY may rely upon or act in accordance with the instructions given under the Electronic Services but is not obliged to rely upon and act in accordance with any instructions given via the Electronic Services which may from time to time be, or purported to be, or believed by RHBAM MY to be given by me without inquiry on RHBAM MY's part as to the authority or identity of the person making or purporting to make such communication via the Electronic Services.
  - d. RHBAM MY shall neither be liable for acting upon such instructions nor be obliged to investigate the authenticity of such instructions or verify the accuracy and completeness of such instructions the non-delivery, delayed delivery, or the misdirected delivery of such instruction given by me/us via the nominated Electronic Services. Such instructions shall be deemed irrevocable and binding upon me upon RHBAM MY's receipt notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in respect of the terms of such instructions.
  - e. RHBAM MY shall have no liability to me/us (whether in contract or in tort, including negligence) in the event of any viruses, worms, software bombs or similar items being introduced into the Electronic Services which may affect my communication.
  - f. RHBAM MY shall not be liable for any loss, liability or cost whatsoever arising from any unauthorised use of the Electronic Services. I/We agree to indemnify RHBAM MY from and against all losses, liabilities, judgments, suits, sanctions, proceedings, claims, damages and costs resulting from or arising out of any act or omission by any person using the Electronic Services by using my/our designated password whether or not I/We authorised such use.
  - g. I/We agree to use applicable software to protect my/our computer from viruses, malware, spyware, phishing, and other forms of attack on my/our computer. I/We am/are responsible for selecting all systems, hardware and the Internet service provider. I/We am/are also responsible for any defect, malfunction or interruption in service or security due to hardware failure, the choice of Internet service provider and systems and computer services.
- I/We consent to and authorise RHBAM MY to perform any of the following, if applicable:
  - a. Withhold any applicable payments in the account(s);
  - b. Report/discard/exchange any information/documents relating to my/our accounts/affairs to Inland Revenue Board Malaysia or any foreign tax authorities/inland revenue authorities in compliance with any tax requirements;
  - c. Terminate (with prior notice of 7 business days) my/our contractual relationship(s) with RHBAM MY.
- I/We declare that I am/We are not a U.S. person and in the event of a change in my/our status that I/We become a U.S. Person, I/We shall notify RHBAM MY of the change.
- The Customer shall indemnify and hold harmless RHBAM MY, its directors/shareholders/employees and its Unit Trust Scheme consultants against all actions, cost (including any legal cost incurred), suits, proceedings, damages, expenses, losses, liabilities, claims and demands arising out of (whether directly or indirectly or in connection with) RHBAM MY having acted on the instructions/Order given in this application, save and except for the gross negligence and wilful default on the part of RHBAM MY.
- Pursuant to the requirements of the Capital Market and Services Act 2007, I/We further confirm that I/We are/is a sophisticated investor as defined in the Information Memorandum and thus, I/We are/is qualified to invest in the Wholesale Fund (Applicable for Wholesale Client only).
- For investing into unit trust fund(s) under the nominee system through IUTA, I/We have read and understood that the rights to have my/our particulars recorded in the register of unit holders of the unit trust fund(s) and the right to call, attend and vote in any unit holders' meeting is not accorded to me/us as the IUTA is recognized as a registered unit holder of the unit trust fund(s) under the nominee system.

## TERMS AND CONDITIONS ("T&C")

You are advised to read and understand the relevant Information Memorandum, Master Prospectus(es)/ Prospectus(es) and its Supplementary(ies) (if any) and deed(s) which shall be made available upon request before investing in the fund(s).

1.0 RHBAM MY shall be entitled to vary, revise or amend the provisions of the T&C herein at any time. The Customer is deemed to have been notified of such variation, upon such variation being made available on the website(s) of IUTA as well as RHBAM MY (if any) and the Customer is deemed to have accepted such variation, revision, amendment and/or modification in the event the Customer continues to invest with RHBAM MY as well as access to RHBAM MY Website. The relevant provisions of this T&C shall thereafter be deemed to have been varied, revised, amended and/or modified accordingly and shall be read and construed as if such variations, revisions, amendments and/or modification had been incorporated in and formed part of the T&C.

### 2.0 Customer Care

- If you require further information or clarification, please contact our Customer Service at +603-9205 8000 for assistance.

### 3.0 Rights of RHBAM MY as the Manager

- a. RHBAM MY reserves the right to accept or reject any account opening application and/or transactions in whole or in part thereof with or without assigning any reasons thereto, without compensation to the customer and the duly completed Transaction form/instruction received by RHBAM MY are deemed irrevocable by the Customer.
- b. Notwithstanding anything contained herein, RHBAM MY shall be at liberty to disregard or refuse to process any of the instructions given via the Transaction form if the processing of such instructions would be in contravention of any laws or regulatory requirements, whether or not having the force of law and/or would expose RHBAM MY to any liability.

### 4.0 Electronic Services

- RHBAM MY may from time to time provide to the Customer its electronic services such as website, computer, telephone, e-mail, short messaging service (sms), mobile telephone services or systems (including but not limited to services or information accessible through RHBAM MY's proprietary software or mobile application) ("Electronic Services"). The Customer will be automatically enrolled to receive Fund's reports and notices in electronic form. If the Customer wishes to receive the reports in printed copies, the Customer may opt out from the Electronic Services by informing RHBAM MY in writing.

a RHBAM MY may engage in any services include as part of such Electronic Services from time to time for the purpose of :

- (i) viewing information and details relating to the applicant's – viewing and/or printing of account information such as fund reports, statements, advices of transactions and/or other communications in electronic form;
- (ii) transmitting Orders to RHBAM MY for execution;
- (iii) access to, including but not limited to key market indicators and real-time quotes;

And if the Customer does not wish to utilise the Electronic Services, the Customer may choose to opt out by informing RHBAM MY in writing

b RHBAM MY shall be entitled to:

- (i) modify, suspend or terminate the operation of the Electronic Services; or
- (ii) suspend or terminate the Customer's access to or use of the Electronic Services at any time with or without notice.

For avoidance of doubt, any modification, cancellation, termination or suspension of the Electronic Services shall not entitle any Customer to any claims against RHBAM MY or compensation arising from any losses or damages suffered or incurred by the Customer as a direct or indirect result of the act of modification, cancellation, termination or suspension of the Electronic Services.

### 5.0 Notices

All notices and other communications sent by or to the Customer shall be sent at the risk of the Customer. Unless due to wilful default or negligence of RHBAM MY, RHBAM MY shall not be responsible for any inaccuracy, interruption, error, delay or failure in transmission or delivery of any notices via whatever means, or for any equipment failure or malfunction. RHBAM MY shall not be liable for any direct or indirect consequential losses arising from the foregoing.

### 6.0 Investment

a. All monies due and payable by the Customer to RHBAM MY shall be made with clear funds and any cheques issued by the customer must be honoured when presented.

b. No physical cash shall be accepted as payment for investment

c. Without prejudice to the generality of the foregoing, all employees and Unit Trust Scheme Consultants ("Consultants") of RHBAM MY are prohibited from receiving from any parties monies for unit trust investment (whether by way of cash or cheque or any other instruments) made out in favour of the employees and/or Consultants) for their onward transmission to RHBAM MY and in the event that you do hand over such monies to our employees and/or Consultants, such employees and/or Consultants shall for the purposes of such transmission of monies to RHBAM MY, be your agent and not ours and RHBAM MY shall not be liable for any loss whatsoever occasioned to you or any other person. RHBAM MY is under no obligation to accept payments for unit trust investments via employees and/or Consultant of RHBAM MY or any third party and may at our sole discretion reject such payments.

d. If any application made by the Customer is rejected for whatsoever reason, whether in part or whole, any monies paid or remaining balance thereof will be returned (without interest or return) and any costs or expenses incurred thereof shall be borne solely by the customer

e. Any investment, repurchase or switching requests received after the respective fund's cut-off time or on the fund's non-business day will be treated as the next business day's transaction.

f. Pre-signed purchase/switching and/or repurchase/cooling-off forms is/are strictly prohibited as provided under FIMM's Code of Ethics.

### 6.1 Account Opening

#### a. Minimum Investment

• Initial and subsequent investment must be for a minimum amount stated in the relevant Information Memorandum, Master Prospectus(es) / Prospectus(es), Disclosure Document and its Supplementary(ies) (if any).

#### b. Individual Applicant (Main Applicant)

• 18 years old and above; with full capacity and authority to accept and agree to this T&C, to open, maintain and/or continue to maintain all Account(s) from time to time opened and/or maintained and/or continued to be maintained with RHBAM MY, and to give RHBAM MY Order thereon and to enter into any Transactions contemplated herein.

• Is not an undischarged bankrupt nor has any current or pending litigation, arbitration or administrative proceeding against the Customer that threatens to restrain the Customer's entry into or performance of the Customer's obligations herein.

• Is neither engaged in any unlawful activity nor monies obtained from any illegal source or related to any illegal activity.

#### c. Designated Account Holder

• A minor (children below age of 18 years) being a joint applicant shall be registered as a Designated Account Holder.

• The designated Account Holder will not enjoy the rights of a Unit Holder. In this regard, he/she will not enjoy the rights of a registered holder of the relevant Fund(s) and only Main Applicant is authorised to give Order in relation thereto.

#### d. Joint Individual Applicant

• Only one person shall be registered as Main Applicant, while the others as joint applicant(s). Authority to operate the Account may be indicated as the "Power to Sign" in the Account Opening Form. If no indication or explicit instruction is given, then by default all joint Applicants shall sign.

• All applicants must be 18 years old and above; with full capacity and authority to accept and agree to these T&C, to open, maintain and/or continue to maintain all Account(s) from time to time opened and/or maintained and/or continued to be maintained with RHBAM MY, and to give RHBAM MY Orders thereon and to enter into any Transactions contemplated herein

• In the case of death of one unit holder, the surviving applicant(s) will be the person recognised by the Manager and the Trustee as having any title to or interest in the units held (except where the units have been pledged as collateral to a licensed financial institution).

• The Main Applicant is held liable should there be any discrepancy in the instruction and/or information given by the Joint Individual Applicant to RHBAM MY

## TERMS AND CONDITIONS ("T&C") (CONTINUE)

- 6.2 Purchase/Switching
- a. Switching application
- If allowed, minimum switch amount is to be adhered to.
  - A switching fee or difference in Sales Charge between switching funds, where applicable (as disclosed in the relevant Prospectus, Information Memorandum, Disclosure Document and any supplementary thereto) on the amount to be switched shall be imposed and netted off from the value to be switched.
  - For partial switching, minimum amount to be maintained in the original Fund as stated in the relevant Information Memorandum, Master Prospectus(es) / Prospectus(es), Disclosure Document and its Supplementary(ies) (if any).
  - In the event any request for partial switching results in the customer holding less than the minimum balance of units required, RHBAM MY reserves the right to fully switch all the units held by the Customer.
  - For full switching, all units in the account shall be switched.
  - For EPF Members who are above age 55 years old (Akaun 55 and Akaun Emas) are allowed to perform withdrawal from EPF accounts for investment in the Unit Trust Funds. This shall be treated as type of withdrawal scheme from EPF. Upon successful withdrawal for purchase of Unit Trust Funds, the units created shall subsequently be deemed as cash investments, where subsequent transactions of switching and repurchase shall be treated similar to cash investments.
  - For EPF Simpanan Syariah Akaun, Customer can only purchase or switch-in to Shariah-compliant unit trust funds.
- 6.3 Repurchase (Redemption)
- Customer must maintain minimum holding as prescribed in the fund's account for partial repurchase, as required by the relevant Information Memorandum(s), Master Prospectus(es) / Prospectus(es), Disclosure Document and its Supplementary(ies) (if any).
  - For partial repurchase, the customer must leave a minimum balance of units required to maintain the fund's account as required by the relevant Fund's Information Memorandum(s), Master Prospectus(es) / Prospectus(es), Disclosure Document and its Supplementary(ies) (if any). In the event any request for partial repurchase results in the Customer holding less than the required minimum balance of units required, RHBAM MY reserves the right to full repurchase all the units held by the Customer.
  - Payment of repurchase proceeds to a third party is strictly prohibited.
  - If repurchase order of units received from Customer is above Customer's total available unit, RHBAM MY has the right to proceed with the repurchase order as full repurchase based on the available units.
  - RHBAM MY will not be held responsible for any delay or loss incurred due to incorrect bank account number provided by the Customer.
  - In the case of a repurchase of units in a Fund acquired using the EPF Plan, the repurchase proceeds will be credited to the Customer's EPF account directly. For the avoidance of doubt, repurchase proceeds of Customers using the EPF plan and who have attained the age of 55, will be paid or credited to the Customer in accordance with these T&C or the Customer's instructions. The repurchase proceeds will be net of any fees, charges or expenses incurred in connection with the repurchase. RHBAM MY shall not be under any duty to ascertain or have any responsibility for the adequacy of the consideration received.
  - All payments from the Customer to RHBAM MY or from RHBAM MY to the Customer shall be settled in the relevant Currency of the Fund ("Fund Currency") whose units are being subscribed for or repurchased unless otherwise agreed between RHBAM MY and the Customer. Where RHBAM MY and the Customer have agreed that the payments shall be settled in a currency other than the Fund Currency, such payments shall be settled at a rate of exchange as shall be determined by RHBAM MY in its sole and absolute discretion. If for any reason RHBAM MY cannot effect payment or repayment to the Customer in the Fund Currency or in the agreed currency between RHBAM MY and the Customer, RHBAM MY may effect payment or repayment in the equivalent of any other currency selected by RHBAM MY based on the applicable rate of exchange at the time the payment or repayment is due.
- 6.4 Cooling-Off
- Cooling-off is only available to customers investing into any unit trust fund or private retirement scheme managed by the same investment manager for the first time.
  - Partial cooling-off request is NOT accepted. The cooling-off request is based on the T&C stipulated in the Information Memorandum(s), Master Prospectus(es) / Prospectus(es), Disclosure Document and its Supplementary(ies) (if any) of the respective Fund(s).
- 6.5 Income Distribution / Unclaimed Moneys
- a) Income Distribution
- (Distribution Instruction as per Purchase/Switch Form) Depending on the Fund invested and subject to each respective Fund's Master Prospectus(es) / Prospectus(es), Disclosure Document and its Supplementary(ies) (if any), income distribution will either be reinvested into further units in the relevant fund or be paid out.
  - Income Distribution for investment via the EPF Member's Investment Scheme, will be automatically reinvested into the Fund. Distribution will continue to be reinvested upon conversion to Cash Plan after EPF released control, unless there is an existing investment in the same Fund with a distribution instruction provided earlier or RHBAM MY received from Customer a distribution instruction to opt for otherwise.
  - Income Distribution for investment via the EPF Member's Investment Scheme under Akaun 55 and Akaun Emas will be automatically reinvested into the Fund, unless there is an existing investment in the same Fund with a distribution instruction provided earlier or RHBAM MY received from Customer a distribution instruction to opt for otherwise.
- b) Unclaimed Moneys
- All money payable to a Unit Holder may be paid by telegraphic transfer or electronic payments or cheques. However, after the lapse of one (1) year from the date of the cheque or any moneys payable to Unit Holders which remain unclaimed for such period of time, the Manager shall file and pay the unrepresented payments to the Registrar of Unclaimed Moneys in accordance with the requirements of the Unclaimed Moneys Act, 1965. Thereafter, the Unit Holders are to claim such monies from the Registrar of Unclaimed Moneys.
  - In the event of payment of income distribution to Unit Holders in the form of cheque, and the cheque is not presented for payment by the date which falls six (6) months from the date of issuance of the said cheque, the Unit Holder shall be deemed to have authorised the Manager to reinvest the moneys in additional Units as at Net Asset Value per Unit at such date as may be determined by the Manager provided always that the Unit Holder still has an active account with the Manager. If the Unit Holder no longer has an account with the Manager, after the lapse of one (1) year from the date of the cheque, the Manager shall file and pay the unrepresented payments to the Registrar of Unclaimed Moneys. Thereafter, the Unit Holders are to claim such monies from the Registrar of Unclaimed Moneys.
- 6.6 Bank Account Details
- Bank account details as stated in the account application will be captured under RHBAM MY's system for the payment purposes of income distribution, repurchase and cooling off. If the bank account details provided under the repurchase/cooling-off instruction differs from that of the account application, payment will be processed as per the bank account details maintained under the RHBAM MY's system. If there is any changes to the bank account details, kindly provide the latest details by completing the Updating of Client's Particular Form.
  - In the event that no such bank account number provided in the account application, RHBAM MY will maintain the bank account details as provided in the repurchase/cooling-off instruction.
- 6.7 Regular Savings Plan (RSP)
- If the Customer at any time apply for and are accepted by RHBAM MY to use the services that enable the Customer to make regular savings, the Customer will be subject to the T&C.
  - The Customer on application for RSP will need to have a minimum initial investment amount in the nominated unit trust funds and to subsequently nominate number of years of investment. The source of monies is through direct debit authorisation.
  - The Customer acknowledges that RHBAM MY reserves the right to terminate the RSP when the nominated funds is disabled for purchase, terminated or suspended.
  - The Customer has the sole responsibility of having sufficient monies in the bank account to ensure that the RSP transactions are successful and the Customer shall be liable for any losses or damages incurred by RHBAM MY in executing the failed transactions.
  - The Customer has the right at any time to terminate the RSP and/or modify the RSP through changing the nominated Fund, the nominated amount or the number of years of investment.
  - RHBAM MY has the absolute right at any time to terminate the RSP if direct debit authorisation failed for more than three (3) times consecutively.
- 7.0 Change of Particulars
- RHBAM MY shall at all times be entitled to rely on the records in the Application Form last submitted by the Customer unless any change in the particulars therein have been notified to RHBAM MY or updated online by the Customer. RHBAM MY is not obliged to verify any particulars furnished or updated online by the Customer and RHBAM MY shall not be liable or responsible for any losses suffered or incurred by the Customer or any other Person by reason of any error or omission in the completion of the Application Form/Update Particular Form or in the furnishing or online updating of the particulars by the Customer.
  - The Customer agrees and undertakes to notify RHBAM MY immediately of any change in the particulars of the Customer, or any information relating to any Account or to these T&C, supplied to RHBAM MY to update the changes online or completing the Updating of Client's Particular Form and submit to:  
RHB Asset Management Sdn Bhd  
Level 8, Tower 2 & 3, RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur, Malaysia  
Contact: +603-9205 8000 Facsimile: +603-9205 8100 E-mail: rham@rhbgroup.com
  - RHB Islamic International Asset Management Berhad  
Level 8, Tower 2 & 3, RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur, Malaysia  
Contact: +603-9205 8000 Facsimile: +603-9205 8107 E-mail: rbiham.enquiry@rhbgroup.com

## TERMS AND CONDITIONS ("T&C") (END)

- 8.0 Investment into unit trust distributed by RHBAM MY as Institutional Unit Trust Adviser (IUTA) and/or appointment of nominee to hold unit trust (units)
- The customer may invest in both unit trust funds that are managed by RHBAM MY or distributed by RHBAM MY as IUTA for other unit trust management companies ("UTMC").
  - RHBAM MY as IUTA requires on services of a nominees ("Nominee") to effect transactions for the Customer and also to keep in custody units for and on behalf of the Customer.
  - Where the Customer invests in a unit trust fund distributed by RHBAM MY as IUTA, the Customer hereby agrees to appoint RHBAM MY to hold and act for and on behalf of the Customer in relation to those units subject to the T&C provided herein. All transactions with respect to the units will be effected by the Nominee on behalf of the Customer with the relevant representative agent, adviser or management company of the units in accordance with the restrictions or limitations set by the respective UTMC, the relevant prospectus and deed of the respective funds and the laws, rules, guidelines, regulations and practices of the unit trusts industry.
  - Where the Customer invests in a unit trust distributed by RHBAM MY as an IUTA, the Customer agrees to accept the T&C as set out by RHBAM MY as IUTA and also the relevant UTMC(s).
  - The units shall be held by the Nominee as the registered holder for and on behalf of the Customer.
  - The Nominee shall be a custodian and not a trustee in all matters relating to this arrangement and/or the units.
  - The Nominee shall have no duty or responsibility, as regards attendance at meetings or voting in respect of any of the units or as regards any subscription, conversion or other rights in respect thereof or as regards to any merger, consolidation, reorganisation, receivership, bankruptcy or insolvency proceedings, compromise or arrangement in connection with the Units nor shall the Nominee be under any duty to investigate or participate therein or take any alternative action in connection therewith except in accordance with written instructions from the customer and upon such conditions and indemnity and provision for expenses as the Nominee may require.
  - Where the Customer invests in a unit trust fund distributed by RHBAM MY as IUTA, upon release control from EPF (when a member reaches age of 55 or made full withdrawal due to Leaving the Country, Incapacitation, Pensionable Employees or Death Withdrawals and any other reasons defined by EPF from time to time), Customer hereby agrees and authorise RHBAM MY as the IUTA and the UTMC to automatically re-register/transfer the Customer's holdings under EPF plan to be held by in the name of Nominee.
- 9.0 TERMINATION
- RHBAM MY may terminate or suspend the Account by giving 7 Business Days' written notice to the Customer or by immediate or without notice if so required by relevant authorities under applicable laws of Malaysia on the happening of any of the following events:
    - i. an Account without holdings and/or activity for the past two (2) years since the opening of account;
    - ii. an Account that has been deemed to be dormant based on criteria that RHBAM MY may determine from time to time;
    - iii. the Customer becomes bankrupt, commits an act of bankruptcy or suffers any petition or passes any resolution for winding up or enters into receivership or enters into any composition or arrangement with or for the benefit of its creditors;
    - iv. any of the Customer's representations, declarations or statements becoming untrue, incomplete or inaccurate;
    - v. the Customer breaches any of the terms herein;
    - vi. any claim, action or proceeding of any nature is commenced against the Customer by any party or steps are taken by any person to enforce any security against the Customer;
    - vii. RHBAM MY forms an opinion that it should take action in order to preserve its rights or interests under any of the Accounts with RHBAM MY;
    - viii. if there is a change in applicable law or regulation that makes it unlawful for RHBAM MY to continue with allowing the Customer to execute the transaction in the Fund(s);
    - ix. if RHBAM MY forms a view and in good faith that it should take action in order to preserve its rights or interests under any of the Customer's Account(s).
    - x. RHBAM MY reserves its sole and absolute discretion to terminate the services provided hereunder without assigning any reason whatsoever and RHBAM MY shall not be held liable to the Customer for any losses and/or damages suffered and/or incurred as a result thereof.
- 10.0 CONSEQUENCES OF TERMINATION
- In the event that the Account is terminated in accordance with the "Termination" clause above, RHBAM MY shall redeem from any of the Securities and/or Cash Fund in the Account to satisfy any monies (including any fees, expenses and charges) due from the Customer to RHBAM MY. Any balance monies shall be credited into the Customer's EPF account, or credited into the Customer's bank account as stipulated during account opening application after EPF release control upon the Customer reaching 55 years of age;
  - In the event of any income distribution after the termination of Account, RHBAM MY will sell-off the residual units and the monies will be credited in either the Customer's EPF or bank account as mentioned in the above item 6.5 Income Distribution clause. RHBAM MY shall send e-mail notification to the Customer in relation to the residual units sell-off.
- 11.0 UT LOAN FINANCING RISK DISCLOSURE STATEMENT
- Investing in a unit trust fund with borrowed money is more risky than investing with your own savings. You should assess if loan financing is suitable for you in light of your objectives, attitude to risk and financing circumstances. You should be aware of the risk, which would include the following:-
- a. The higher the margin of financing (that is, the amount of money you borrow for every Ringgit of your own money that you put in as deposit or down payment) the greater the loss or gain on your investment.
  - b. You should assess whether you have the ability to service the repayments on the proposed loan. If your loan is a variable rate loan, and if interest rates rise, your total repayment may be increased.
  - c. If unit prices fall beyond a certain level, you may be asked to provide additional acceptable collateral (where units are used as collateral) or pay additional amounts on top of your normal instalments. If you fail to comply within the prescribed time, your units may be sold towards the settlement of your loan.
  - d. Returns on unit trusts are not guaranteed and may not be earned evenly over time. This means that there may be some years where returns are high and other years where losses are incurred instead. Whether you eventually realise a gain or incur loss may be affected by the timing of the sale of your units. The value of units may fall just when you want your money back even though the investment may have done well in the past.
  - e. This brief statement cannot disclose all the risks and other aspects of loan financing. You should therefore carefully study the T&C before you decide to take the loan. If you have doubts in respect of any aspect of this UT Loan Financing Risk Disclosure Statement or the terms of the loan financing, you should consult the institution offering the loan.

## DEFINITION AND INTERPRETATION

- "Account" means the account which the Customer opens and maintains with RHBAM MY to have access to the financial products and services provided by RHBAM MY.
- "Business Day" as defined in respective fund's relevant Information Memorandum, Master Prospectus(es)/Prospectus(es), Disclosure Document and its Supplementary(ies) (if any) and Product Highlights Sheet.
- "Cash Plan" means a plan where Customer's investment monies in a Fund is other than EPF Plan and RSP.
- "Content" means information, material, report and records including but not limited to text messages, images, banners, videos, animation and forms as appearing or displayed on this Website and/or the Mobile Application.
- "Customer", "You", "Your", "Yourself" refer to a customer/applicant of RHBAM MY, i.e. any person(s) who hold(s) and operate(s) an Account with RHBAM MY and includes the successors in title or legal representatives, whichever is applicable, of the Customer.
- "EPF" means the Employees Provident Fund.
- "EPF Plan" means a plan which allows a Customer (subject to the conditions as imposed by EPF) to invest in a Fund which is managed by a Manager approved by the EPF, by way of transfer of funds from the Customer's EPF account.
- "EPF i-Invest" refers to EPF online facility which allows you to transfer eligible fund from your EPF Saving to make investment into unit trust.
- "EPF Akaun 55" refers to Customer's EPF account where EPF members' contribution is received up to the age of 55 years old.
- "EPF Akaun Emas" refers to Customer's EPF account where EPF members' (who continue to work after the age of 55) contribution is received up to the age of 60 years old. Any outstanding balance from Akaun 55 will be consolidated under Akaun Emas.
- "FIMM" means Federation of Investment Managers Malaysia.
- "Fund(s)" means any unit trust, wholesale fund, investment fund, mutual fund or any other collective investment scheme authorised or recognised by the SC (or deemed to be authorised or recognised under law) and distributed by or made available through RHBAM MY from time to time.
- "Information" means information, text, personal data, data, statements, materials, message or any other information posted and/or provided in the Website.
- "IUTA" means Institutional Unit Trust Adviser, a corporation registered with FIMM and authorised to market and distribute unit trust schemes of another party.
- "Password" means User ID for authentication purposes to access primarily the i-Akaun and other available internet services known only to the user.
- "PDPA" means Personal Data Protection Act 2010.
- "Personnel" means the directors, officers, employees, servants, agents and employees of RHBAM MY and/or its nominee.
- "Registered User" means a customer who has registered for RHBAM MY.
- "RHB Banking Group" means RHB Bank Berhad and its group of companies.
- "RSP Plan" means Regular Savings Plan.
- "SC" means the Securities Commission Malaysia.
- "Services" means all online services, made available from time to time in the Website.
- "Sophisticated Investor" means a Customer who has successfully declared themselves as a sophisticated investor, which term is as defined in the "Guidelines on Unlisted Capital Market Products under the Lodge and Launch Framework" issued by the Securities Commission Malaysia or the glossary section of the information memorandum of the relevant fund. Only sophisticated investor may invest in a Wholesale Fund.
- "Statement" means any statements of account, confirmations or notifications in respect of any Order.
- "Trustees" mean the Trustee of the Fund as stated in the Master Prospectus(es)/Prospectus(es), Disclosure Document and its Supplementary(ies) (if any) & Information Memorandum(s) and its Supplementary(ies) (if any).
- "User ID" means Identification characters used by the user for the purpose of login to the Website.
- "Unit" means a share or unit in a Fund.
- "Visitor" means a non-customer of RHBAM MY.
- "Website" means RHBAM MY's website at <https://www.rhbgroup.com/malaysia/products-and-services/unit-trust/asset-management/rhb-asset-management-sdn-bhd>
- "Wholesale Fund" means a unit trust scheme established where the units are to be issued, offered for subscription or purchase, or for which invitations to subscribe for or purchase the units are to be made, exclusively to Sophisticated Investors.

## ACCOUNT APPLICATION FORM Non-Individual

RHB ASSET MANAGEMENT SDN BHD

RHB ISLAMIC INTERNATIONAL ASSET MANAGEMENT BERHAD

RHB Asset Management Sdn Bhd (RHBAM) and its subsidiary, RHB Islamic International Asset Management Berhad (RHBIIAM), either individually or collectively (where applicable), shall be referred to as RHBAM MY in this document.

In compliance with the Capital Markets and Services Act 2007, this account application form should not be circulated unless accompanied by the relevant Master Prospectus(es) / Prospectus(es) and its Supplementary(ies) (if any). Investor(s) should read and understand the contents of the relevant Master Prospectus(es) / Prospectus(es) and its Supplementary(ies) if any before completing this account application form.

I/we read and understand the below to buy Wholesale Fund  Yes  No

This account application form should not be circulated unless accompanied by the relevant Information Memorandum(s) and its Supplementary(ies) (if any). Investor(s) should read and understand the contents of the relevant Information Memorandum(s) and its Supplementary(ies) (if any) before completing this account application form.

**Please complete in BLOCK LETTERS & using BLACK INK PEN only, and tick(✓) where applicable. For 1st time Investor(s), this form is required to be completed.**

### BUSINESS INFORMATION

Registered Business Name  
(hereinafter referred to as "the Company")

Former Business Name

Doing Business As Name

Business Registration No SSM Registration No (if any)

Date of Incorporation (DD/MM/YYYY) - - Country of Incorporation

Country of Head Quarters  
(if different from country of incorporation)  
Registered Address

Post Code Town / City

State Country

Primary Business Operation Address / Correspondence/ Mailing Address  
(Indicate "Same as above" if same as above Registered address)

Post Code Town / City

State Country

Tel No. Country Code Area Code Office ext Fax No.

Email Address

By providing your email address to RHBAM MY, you have consented to receive communications and/or information from RHBAM MY relating to your investment via email. Notices delivered via email to applicant are deemed sent and received on the date such email is sent.

Top 5 Country of Business Operations / Activities

Country 1. Country 2.

Country 3. Country 4.

Country 5.

Nature Of Business Specify MSIC Code

Company Status  Resident  Non Resident  Resident Controlled (tick the following)  Non-Resident Controlled

If Resident Controlled, please state the following:-

Bumi Controlled  Non-Bumi Controlled

Type of Entity  E    (Refer Appendix to fill in this part for Type of Entity Code)

Paid Up Capital (RM)

Total Company Assets

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Less than RM500,000 (or equivalent)          | <input type="checkbox"/> RM500,001 to RM3,000,000 (or equivalent)      | <input type="checkbox"/> RM3,000,001 to RM5,000,000 (or equivalent)   |
| <input type="checkbox"/> RM5,000,001 to RM10,000,000 (or equivalent)  | <input type="checkbox"/> RM10,000,001 to RM25,000,000 (or equivalent)  | <input type="checkbox"/> RM25,000,001 to RM50,000,000 (or equivalent) |
| <input type="checkbox"/> RM50,000,001 to RM75,000,000 (or equivalent) | <input type="checkbox"/> RM75,000,001 to RM100,000,000 (or equivalent) | <input type="checkbox"/> More than RM100,000,000 (or equivalent)      |



**PARTICULARS OF ALL DIRECTOR(S)/SHAREHOLDER(S)/ULTIMATE BENEFICIAL OWNER(S)/PARTNER(S)/SOLE PROPRIETOR/AUTHORISED SIGNATORY(IES)**

Director   
  Shareholder   
  Authorised Signatory   
  Ultimate Beneficial Owner   
  Other: \_\_\_\_\_

Full Name As Per NRIC / Passport: \_\_\_\_\_ Gender:  Male  Female

Entity Name: \_\_\_\_\_

Former Name: \_\_\_\_\_

Alias / Doing Business As Name: \_\_\_\_\_

NRIC / Passport No. / Co. Reg. No: \_\_\_\_\_ ID / Passport Expiry Date:   /   /

Country of Birth: \_\_\_\_\_ Date of Birth / Incorporation:   /   /

Nationality / Place of Incorporation: \_\_\_\_\_ Type of Entity:    (Refer Appendix to fill in this part for Type of Entity Code)

Dual Nationality (if any):

1. Country: \_\_\_\_\_ ID / Passport No: \_\_\_\_\_ Expiry Date:   /   /

2. Country: \_\_\_\_\_ ID / Passport No: \_\_\_\_\_ Expiry Date:   /   /

Occupation: \_\_\_\_\_ Employment Type:  Employed  Self-Employed

Name of Employer / Nature of Self-Employment / Business: \_\_\_\_\_ Percentage of Shareholdings: \_\_\_\_\_

Residential / Permanent Address: \_\_\_\_\_ Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Tel No: \_\_\_\_\_ H/p No: \_\_\_\_\_ Email Address: \_\_\_\_\_

Director   
  Shareholder   
  Authorised Signatory   
  Ultimate Beneficial Owner   
  Other: \_\_\_\_\_

Full Name As Per NRIC / Passport: \_\_\_\_\_ Gender:  Male  Female

Entity Name: \_\_\_\_\_

Former Name: \_\_\_\_\_

Alias / Doing Business As Name: \_\_\_\_\_

NRIC / Passport No. / Co. Reg. No: \_\_\_\_\_ ID / Passport Expiry Date:   /   /

Country of Birth: \_\_\_\_\_ Date of Birth / Incorporation:   /   /

Nationality / Place of Incorporation: \_\_\_\_\_ Type of Entity:    (Refer Appendix to fill in this part for Type of Entity Code)

Dual Nationality (if any):

1. Country: \_\_\_\_\_ ID / Passport No: \_\_\_\_\_ Expiry Date:   /   /

2. Country: \_\_\_\_\_ ID / Passport No: \_\_\_\_\_ Expiry Date:   /   /

Occupation: \_\_\_\_\_ Employment Type:  Employed  Self-Employed

Name of Employer / Nature of Self-Employment / Business: \_\_\_\_\_ Percentage of Shareholdings: \_\_\_\_\_

Residential / Permanent Address: \_\_\_\_\_ Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Tel No: \_\_\_\_\_ H/p No: \_\_\_\_\_ Email Address: \_\_\_\_\_

<input type="checkbox"/> Director		<input type="checkbox"/> Shareholder		<input type="checkbox"/> Authorised Signatory		<input type="checkbox"/> Ultimate Beneficial Owner		<input type="checkbox"/> Other: _____						
Full Name As Per NRIC / Passport: _____						Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female								
Entity Name: _____														
Former Name: _____														
Alias / Doing Business As Name: _____														
NRIC / Passport No. / Co. Reg. No: _____				ID / Passport Expiry Date:		[D][D]	/	[M][M]	/	[Y][Y][Y][Y]				
Country of Birth: _____				Date of Birth / Incorporation:		[D][D]	/	[M][M]	/	[Y][Y][Y][Y]				
Nationality / Place of Incorporation: _____				Type of Entity:		E			<small>(Refer Appendix to fill in this part for Type of Entity Code)</small>					
Dual Nationality (if any):														
1. Country:	_____			ID / Passport No:	_____			Expiry Date:	[D][D]	/	[M][M]	/	[Y][Y][Y][Y]	
2. Country:	_____			ID / Passport No:	_____			Expiry Date:	[D][D]	/	[M][M]	/	[Y][Y][Y][Y]	
Occupation: _____				Employment Type:		<input type="checkbox"/> Employed	<input type="checkbox"/> Self-Employed							
Name of Employer / Nature of Self-Employment / Business: _____						Percentage of Shareholdings: _____								
Residential / Permanent Address: _____					Mailing Address: _____									
_____					_____									
_____					_____									
_____					_____									
Tel No: _____		H/p No: _____		Email Address: _____										

<input type="checkbox"/> Director		<input type="checkbox"/> Shareholder		<input type="checkbox"/> Authorised Signatory		<input type="checkbox"/> Ultimate Beneficial Owner		<input type="checkbox"/> Other: _____						
Full Name As Per NRIC / Passport: _____						Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female								
Entity Name: _____														
Former Name: _____														
Alias / Doing Business As Name: _____														
NRIC / Passport No. / Co. Reg. No: _____				ID / Passport Expiry Date:		[D][D]	/	[M][M]	/	[Y][Y][Y][Y]				
Country of Birth: _____				Date of Birth / Incorporation:		[D][D]	/	[M][M]	/	[Y][Y][Y][Y]				
Nationality / Place of Incorporation: _____				Type of Entity:		E			<small>(Refer Appendix to fill in this part for Type of Entity Code)</small>					
Dual Nationality (if any):														
1. Country:	_____			ID / Passport No:	_____			Expiry Date:	[D][D]	/	[M][M]	/	[Y][Y][Y][Y]	
2. Country:	_____			ID / Passport No:	_____			Expiry Date:	[D][D]	/	[M][M]	/	[Y][Y][Y][Y]	
Occupation: _____				Employment Type:		<input type="checkbox"/> Employed	<input type="checkbox"/> Self-Employed							
Name of Employer / Nature of Self-Employment / Business: _____						Percentage of Shareholdings: _____								
Residential / Permanent Address: _____					Mailing Address: _____									
_____					_____									
_____					_____									
_____					_____									
Tel No: _____		H/p No: _____		Email Address: _____										

<input type="checkbox"/> Director		<input type="checkbox"/> Shareholder		<input type="checkbox"/> Authorised Signatory		<input type="checkbox"/> Ultimate Beneficial Owner		<input type="checkbox"/> Other: _____						
Full Name As Per NRIC / Passport: _____						Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female								
Entity Name: _____														
Former Name: _____														
Alias / Doing Business As Name: _____														
NRIC / Passport No. / Co. Reg. No: _____				ID / Passport Expiry Date:		[D][D]	/	[M][M]	/	[Y][Y][Y][Y]				
Country of Birth: _____				Date of Birth / Incorporation:		[D][D]	/	[M][M]	/	[Y][Y][Y][Y]				
Nationality / Place of Incorporation: _____				Type of Entity:		E			<small>(Refer Appendix to fill in this part for Type of Entity Code)</small>					
Dual Nationality (if any):														
1. Country:	_____			ID / Passport No:	_____			Expiry Date:	[D][D]	/	[M][M]	/	[Y][Y][Y][Y]	
2. Country:	_____			ID / Passport No:	_____			Expiry Date:	[D][D]	/	[M][M]	/	[Y][Y][Y][Y]	
Occupation: _____				Employment Type:		<input type="checkbox"/> Employed	<input type="checkbox"/> Self-Employed							
Name of Employer / Nature of Self-Employment / Business: _____						Percentage of Shareholdings: _____								
Residential / Permanent Address: _____					Mailing Address: _____									
_____					_____									
_____					_____									
_____					_____									
Tel No: _____		H/p No: _____		Email Address: _____										

<input type="checkbox"/> Director		<input type="checkbox"/> Shareholder		<input type="checkbox"/> Authorised Signatory		<input type="checkbox"/> Ultimate Beneficial Owner		<input type="checkbox"/> Other: _____						
Full Name As Per NRIC / Passport: _____						Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female								
Entity Name: _____														
Former Name: _____														
Alias / Doing Business As Name: _____														
NRIC / Passport No. / Co. Reg. No: _____				ID / Passport Expiry Date:		[D][D]	/	[M][M]	/	[Y][Y][Y][Y]				
Country of Birth: _____				Date of Birth / Incorporation:		[D][D]	/	[M][M]	/	[Y][Y][Y][Y]				
Nationality / Place of Incorporation: _____				Type of Entity:		E			<small>(Refer Appendix to fill in this part for Type of Entity Code)</small>					
Dual Nationality (if any):														
1. Country:	_____			ID / Passport No:	_____			Expiry Date:	[D][D]	/	[M][M]	/	[Y][Y][Y][Y]	
2. Country:	_____			ID / Passport No:	_____			Expiry Date:	[D][D]	/	[M][M]	/	[Y][Y][Y][Y]	
Occupation: _____				Employment Type:		<input type="checkbox"/> Employed	<input type="checkbox"/> Self-Employed							
Name of Employer / Nature of Self-Employment / Business: _____						Percentage of Shareholdings: _____								
Residential / Permanent Address: _____					Mailing Address: _____									
_____					_____									
_____					_____									
_____					_____									
Tel No: _____		H/p No: _____		Email Address: _____										

<input type="checkbox"/> Director		<input type="checkbox"/> Shareholder		<input type="checkbox"/> Authorised Signatory		<input type="checkbox"/> Ultimate Beneficial Owner		<input type="checkbox"/> Other: _____				
Full Name As Per NRIC / Passport: _____						Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female						
Entity Name: _____												
Former Name: _____												
Alias / Doing Business As Name: _____												
NRIC / Passport No. / Co. Reg. No: _____				ID / Passport Expiry Date:		<input type="text" value="D"/> <input type="text" value="D"/>	/	<input type="text" value="M"/> <input type="text" value="M"/>	/	<input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/>		
Country of Birth: _____				Date of Birth / Incorporation:		<input type="text" value="D"/> <input type="text" value="D"/>	/	<input type="text" value="M"/> <input type="text" value="M"/>	/	<input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/>		
Nationality / Place of Incorporation: _____				Type of Entity:		<input type="text" value="E"/> <input type="text" value=""/>			(Refer Appendix to fill in this part for Type of Entity Code)			
Dual Nationality (if any):												
1. Country:	_____			ID / Passport No:		_____	Expiry Date:	<input type="text" value="D"/> <input type="text" value="D"/>	/	<input type="text" value="M"/> <input type="text" value="M"/>	/	<input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/>
2. Country:	_____			ID / Passport No:		_____	Expiry Date:	<input type="text" value="D"/> <input type="text" value="D"/>	/	<input type="text" value="M"/> <input type="text" value="M"/>	/	<input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/>
Occupation: _____				Employment Type:		<input type="checkbox"/> Employed	<input type="checkbox"/> Self-Employed					
Name of Employer / Nature of Self-Employment / Business: _____						Percentage of Shareholdings: _____						
Residential / Permanent Address:					Mailing Address:							
_____					_____							
_____					_____							
_____					_____							
Tel No: _____		H/p No: _____		Email Address: _____								

<input type="checkbox"/> Director		<input type="checkbox"/> Shareholder		<input type="checkbox"/> Authorised Signatory		<input type="checkbox"/> Ultimate Beneficial Owner		<input type="checkbox"/> Other: _____				
Full Name As Per NRIC / Passport: _____						Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female						
Entity Name: _____												
Former Name: _____												
Alias / Doing Business As Name: _____												
NRIC / Passport No. / Co. Reg. No: _____				ID / Passport Expiry Date:		<input type="text" value="D"/> <input type="text" value="D"/>	/	<input type="text" value="M"/> <input type="text" value="M"/>	/	<input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/>		
Country of Birth: _____				Date of Birth / Incorporation:		<input type="text" value="D"/> <input type="text" value="D"/>	/	<input type="text" value="M"/> <input type="text" value="M"/>	/	<input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/>		
Nationality / Place of Incorporation: _____				Type of Entity:		<input type="text" value="E"/> <input type="text" value=""/>			(Refer Appendix to fill in this part for Type of Entity Code)			
Dual Nationality (if any):												
1. Country:	_____			ID / Passport No:		_____	Expiry Date:	<input type="text" value="D"/> <input type="text" value="D"/>	/	<input type="text" value="M"/> <input type="text" value="M"/>	/	<input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/>
2. Country:	_____			ID / Passport No:		_____	Expiry Date:	<input type="text" value="D"/> <input type="text" value="D"/>	/	<input type="text" value="M"/> <input type="text" value="M"/>	/	<input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/>
Occupation: _____				Employment Type:		<input type="checkbox"/> Employed	<input type="checkbox"/> Self-Employed					
Name of Employer / Nature of Self-Employment / Business: _____						Percentage of Shareholdings: _____						
Residential / Permanent Address:					Mailing Address:							
_____					_____							
_____					_____							
_____					_____							
Tel No: _____		H/p No: _____		Email Address: _____								

<input type="checkbox"/> Director		<input type="checkbox"/> Shareholder		<input type="checkbox"/> Authorised Signatory		<input type="checkbox"/> Ultimate Beneficial Owner		<input type="checkbox"/> Other: _____					
Full Name As Per NRIC / Passport: _____						Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female							
Entity Name: _____													
Former Name: _____													
Alias / Doing Business As Name: _____													
NRIC / Passport No. / Co. Reg. No: _____				ID / Passport Expiry Date:		<input type="text" value="D"/> <input type="text" value="D"/>	/	<input type="text" value="M"/> <input type="text" value="M"/>	/	<input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/>			
Country of Birth: _____				Date of Birth / Incorporation:		<input type="text" value="D"/> <input type="text" value="D"/>	/	<input type="text" value="M"/> <input type="text" value="M"/>	/	<input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/>			
Nationality / Place of Incorporation: _____				Type of Entity:		<input type="text" value="E"/> <input type="text" value=""/> <input type="text" value=""/>	<small>(Refer Appendix to fill in this part for Type of Entity Code)</small>						
Dual Nationality (if any):													
1. Country:	_____			ID / Passport No:		_____	Expiry Date:		<input type="text" value="D"/> <input type="text" value="D"/>	/	<input type="text" value="M"/> <input type="text" value="M"/>	/	<input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/>
2. Country:	_____			ID / Passport No:		_____	Expiry Date:		<input type="text" value="D"/> <input type="text" value="D"/>	/	<input type="text" value="M"/> <input type="text" value="M"/>	/	<input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/>
Occupation: _____				Employment Type:		<input type="checkbox"/> Employed	<input type="checkbox"/> Self-Employed						
Name of Employer / Nature of Self-Employment / Business: _____						Percentage of Shareholdings: _____							
Residential / Permanent Address:					Mailing Address:								
_____					_____								
_____					_____								
_____					_____								
Tel No: _____		H/p No: _____		Email Address: _____									

<input type="checkbox"/> Director		<input type="checkbox"/> Shareholder		<input type="checkbox"/> Authorised Signatory		<input type="checkbox"/> Ultimate Beneficial Owner		<input type="checkbox"/> Other: _____					
Full Name As Per NRIC / Passport: _____						Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female							
Entity Name: _____													
Former Name: _____													
Alias / Doing Business As Name: _____													
NRIC / Passport No. / Co. Reg. No: _____				ID / Passport Expiry Date:		<input type="text" value="D"/> <input type="text" value="D"/>	/	<input type="text" value="M"/> <input type="text" value="M"/>	/	<input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/>			
Country of Birth: _____				Date of Birth / Incorporation:		<input type="text" value="D"/> <input type="text" value="D"/>	/	<input type="text" value="M"/> <input type="text" value="M"/>	/	<input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/>			
Nationality / Place of Incorporation: _____				Type of Entity:		<input type="text" value="E"/> <input type="text" value=""/> <input type="text" value=""/>	<small>(Refer Appendix to fill in this part for Type of Entity Code)</small>						
Dual Nationality (if any):													
1. Country:	_____			ID / Passport No:		_____	Expiry Date:		<input type="text" value="D"/> <input type="text" value="D"/>	/	<input type="text" value="M"/> <input type="text" value="M"/>	/	<input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/>
2. Country:	_____			ID / Passport No:		_____	Expiry Date:		<input type="text" value="D"/> <input type="text" value="D"/>	/	<input type="text" value="M"/> <input type="text" value="M"/>	/	<input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/>
Occupation: _____				Employment Type:		<input type="checkbox"/> Employed	<input type="checkbox"/> Self-Employed						
Name of Employer / Nature of Self-Employment / Business: _____						Percentage of Shareholdings: _____							
Residential / Permanent Address:					Mailing Address:								
_____					_____								
_____					_____								
_____					_____								
Tel No: _____		H/p No: _____		Email Address: _____									

<input type="checkbox"/> Director		<input type="checkbox"/> Shareholder		<input type="checkbox"/> Authorised Signatory		<input type="checkbox"/> Ultimate Beneficial Owner		<input type="checkbox"/> Other: _____	
Full Name As Per NRIC / Passport: _____						Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female			
Entity Name: _____									
Former Name: _____									
Alias / Doing Business As Name: _____									
NRIC / Passport No. / Co. Reg. No: _____					ID / Passport Expiry Date: <input type="text" value="D D"/> / <input type="text" value="M M"/> / <input type="text" value="Y Y Y Y"/>				
Country of Birth: _____					Date of Birth / Incorporation: <input type="text" value="D D"/> / <input type="text" value="M M"/> / <input type="text" value="Y Y Y Y"/>				
Nationality / Place of Incorporation: _____					Type of Entity: <input type="text" value="E"/> <input type="text" value=""/> <input type="text" value=""/>		<small>(Refer Appendix to fill in this part for Type of Entity Code)</small>		
Dual Nationality (if any):									
1. Country: _____		ID / Passport No: _____		Expiry Date: <input type="text" value="D D"/> / <input type="text" value="M M"/> / <input type="text" value="Y Y Y Y"/>					
2. Country: _____		ID / Passport No: _____		Expiry Date: <input type="text" value="D D"/> / <input type="text" value="M M"/> / <input type="text" value="Y Y Y Y"/>					
Occupation: _____					Employment Type: <input type="checkbox"/> Employed <input type="checkbox"/> Self-Employed				
Name of Employer / Nature of Self-Employment / Business: _____						Percentage of Shareholdings: _____			
Residential / Permanent Address: _____					Mailing Address: _____				
_____					_____				
_____					_____				
_____					_____				
Tel No: _____			H/p No: _____			Email Address: _____			

<input type="checkbox"/> Director		<input type="checkbox"/> Shareholder		<input type="checkbox"/> Authorised Signatory		<input type="checkbox"/> Ultimate Beneficial Owner		<input type="checkbox"/> Other: _____	
Full Name As Per NRIC / Passport: _____						Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female			
Entity Name: _____									
Former Name: _____									
Alias / Doing Business As Name: _____									
NRIC / Passport No. / Co. Reg. No: _____					ID / Passport Expiry Date: <input type="text" value="D D"/> / <input type="text" value="M M"/> / <input type="text" value="Y Y Y Y"/>				
Country of Birth: _____					Date of Birth / Incorporation: <input type="text" value="D D"/> / <input type="text" value="M M"/> / <input type="text" value="Y Y Y Y"/>				
Nationality / Place of Incorporation: _____					Type of Entity: <input type="text" value="E"/> <input type="text" value=""/> <input type="text" value=""/>		<small>(Refer Appendix to fill in this part for Type of Entity Code)</small>		
Dual Nationality (if any):									
1. Country: _____		ID / Passport No: _____		Expiry Date: <input type="text" value="D D"/> / <input type="text" value="M M"/> / <input type="text" value="Y Y Y Y"/>					
2. Country: _____		ID / Passport No: _____		Expiry Date: <input type="text" value="D D"/> / <input type="text" value="M M"/> / <input type="text" value="Y Y Y Y"/>					
Occupation: _____					Employment Type: <input type="checkbox"/> Employed <input type="checkbox"/> Self-Employed				
Name of Employer / Nature of Self-Employment / Business: _____						Percentage of Shareholdings: _____			
Residential / Permanent Address: _____					Mailing Address: _____				
_____					_____				
_____					_____				
_____					_____				
Tel No: _____			H/p No: _____			Email Address: _____			

Note: Please attach details in separate sheet if the space provided is insufficient.

**EXCHANGE CONTROL DECLARATION BY NON-MALAYSIAN REGISTERED ORGANISATION(S)**

I/We declare that I am/ we are Malaysian resident(s)/ Malaysian organisation

I/We declare that I am/ we are non-Malaysian resident(s) and I am/ we are permanent resident(s) of \_\_\_\_\_ (Country)

**INVESTMENT OBJECTIVE & EXPERIENCE (PURPOSE OF ACCOUNT OPENING)**

**Investment Objective**

Capital Growth  Regular Income  Education  Wealth Accumulation

Capital Protection  Retirement

**Investment Experience**

Unit Trust \_\_\_\_\_ year(s)  Trading on Bursa Malaysia \_\_\_\_\_ year(s)  Futures / Options \_\_\_\_\_ year(s)  Others \_\_\_\_\_ year(s)  No experience

**Investment Time Frame**

Long Term (> 5 years)  Medium (3-5 years)  Short Term (< 3 years)

**BANK ACCOUNT DETAILS (MANDATORY FOR E-PAYMENT OF INCOME DISTRIBUTION / REDEMPTION) - MYR Class Fund Only**

Bank Name \_\_\_\_\_  
Account Holder Name \_\_\_\_\_  
Bank Account No. \_\_\_\_\_  
Account Type  Savings Account  Current account

Note : 1. Only one MYR currency bank account will be maintained in RHBAM MY's record at any one time  
2. Payment to third party is strictly not allowed

**BANK ACCOUNT DETAILS (MANDATORY FOR E-PAYMENT OF INCOME DISTRIBUTION / REDEMPTION) - Foreign Currency Class Fund Only**

Bank Name \_\_\_\_\_  
Account Holder Name \_\_\_\_\_  
Bank Account No. \_\_\_\_\_  
Account Type  Savings Account  Current account  
Currency  AUD  EUR  GBP  JPY  RMB  SGD  USD  Other, please specify \_\_\_\_\_

Note 1. At any given moment, only one foreign currency bank account for each currency will be maintained in RHBAM MY's records.  
2. Payment to third party is strictly not allowed

**RHB PRIVACY NOTICE**

I/We understand that RHBAM MY will use, collect, record, store, share and/or process my/our personal information, including, without limitation, my/our contact details, background information, financial data, tax residency and other information relevant to my/our application for the product and / or service which

- (a) I/we have provided in this form or through any other contact with RHB Banking Group (which shall include its holding company, subsidiary(s), and any associated company(s), including any company as a result of any restructuring, merger, sale or acquisition), or
- (b) has been obtained from analysis of my/our payment and other transactions/services within the RHB Banking Group, or
- (c) has been obtained from third parties such as employers, joint applicants/accountholders, guarantors, legal representatives, industry/financial related associations, government/regulatory authorities, credit bureaus or credit reporting agencies, retailers, social networks and fraud prevention agencies or other organizations for any and/or all of the following purposes ("Purpose"), if applicable:
  - (i) providing this product and/or service and notifying me/us about important changes or developments to the features;
  - (ii) updating and managing the accuracy of RHB Banking Group's records;
  - (iii) prevention, detection or prosecution of crime, and complying with legal and regulatory obligations;
  - (iv) assessment and analysis including credit / lending / financing / insurance/takaful risks / behaviour scoring / market and product analysis and market research;
  - (v) communications and ensuring customer satisfaction, which may include conducting surveys to improve the quality of our products and services, responding to inquiries and complaints and to generally resolve disputes;
  - (vi) determining the amount of my/our indebtedness and recovering debt that I/we owe to RHBAM MY;
  - (vii) maintaining my/our credit history for present and future reference;
  - (viii) enabling an actual or proposed assignee of RHBAM MY, or participant or sub-participant of RHBAM MY to evaluate my/our transactions which are intended to be the subject of the assignment, participation or sub-participation;
  - (ix) cross-selling, marketing and promotions of products and/or services of RHB Banking Group and its strategic alliances;
  - (x) for RHBAM MY's corporate events (including networking events, launching of products, etc) /contests, of which photographs / images of I/we may be captured and may be used for RHBAM MY's publications; or
  - (xi) protecting RHB Banking Group's interests and other ancillary or related purposes.

I/We understand and acknowledge that it is necessary for RHBAM MY to process my/our personal information for the Purpose, without which RHBAM MY will not be able to provide the product/service that I/we have requested from RHBAM MY and to notify I/we about important changes or developments to the products/services. Where I/we have provided RHBAM MY with sensitive personal information (in particular, information consisting my/our physical/mental health for applications of insurance/takaful products/services), I/we hereby provide RHBAM MY with my/our express consent to process the same in the manner described in this Privacy Notice. I/we may exercise my/our options in respect of receiving marketing materials (including cross-selling, marketing and promotions as described above) at any time by contacting our Customer Service at 03 - 9205 8000 for RHBAM MY.

I/We understand that RHBAM MY may disclose my/our personal information (or sensitive personal information, if applicable) to other companies within the RHB Banking Group, service providers, merchants and strategic partners, vendors including debt collection agencies, professional advisers, industry/financial related associations, credit bureaus or credit reporting agencies and fraud prevention agencies, governmental agencies, other financial institutions and any of their respective agents, servants and/or such persons, whether located within or outside Malaysia for the Purpose, if applicable, subject at all times to any laws (including regulations, standards, guidelines and/or obligations) applicable to RHBAM MY. I/We further understand that I/we may request for correction (if my/our personal information is inaccurate, outdated, incomplete, etc), access to (a prescribed fee may be charged), or deletion (if I/we no longer have any existing products/services with RHB Banking Group) of my/our personal information or limit the processing thereof at any time hereafter by submitting such request via post, email or fax to the following address:

## Customer Service

RHB Asset Management Sdn Bhd & RHB Islamic International Asset Management Berhad  
Level 8, Tower 2 & 3, RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur, Malaysia  
Contact: +603-9205 8000 Facsimile: +603-9205 8100 Email: rhbam@rhbgroupp.com / rhbiian.enquiry@rhbgroupp.com

I/We acknowledge that RHB Banking Group may modify or update its Privacy Notice from time to time, a copy of which is available at www.rhbgroupp.com and that I/We may channel any complaints or inquiries I/We may have in the manner indicated above.

## ACKNOWLEDGEMENT AND CONSENT

- By providing my/our personal information and signature, I/we consent to RHBAM MY processing my/our personal information for any necessary disclosures and overseas transfers of my/our personal information to relevant third parties, for the Purpose, if applicable.
- I/We agree to the disclosure and/or transfer of my/our personal information to relevant third parties as a result of any restructuring, sale or acquisition of any company within the RHB Banking Group, provided that the recipient uses my/our personal information for the Purpose, if applicable.
- I/We also represent and warrant that I/we have sufficiently obtained the consent of third party individual(s) (e.g. family, spouse, related parties, supplementary cardholder and/or emergency contact persons, etc) whose personal information I/we have disclosed to RHBAM MY to allow RHBAM MY to process the same in relation to the Purpose, if applicable.

[This paragraph is only applicable to the authorized signatory(ies)/contact person(s) of RHBAM MY's corporate customer(s), if any]

- As the authorized signatory(s)/contact person(s) of RHBAM MY's corporate customer, I/we understand that personal information of the directors, individual shareholders, employees, other authorised signatories, individual guarantors, individual security providers, suppliers/vendors and/or related parties etc, may be collected and processed by RHBAM MY for the purpose of the commercial transactions between the corporate customer and RHBAM MY. I/we represent and warrant that I/we am/are entitled to provide the said personal information to RHBAM MY and/or the appropriate consent have been obtained to allow RHBAM MY to process the said personal information for the purpose.

## NOTIS PRIVASI RHB

Saya/Kami faham bahawa RHBAM MY akan menggunakan, mengumpul, merekod, menyimpan, berkongsi dan/atau memproses maklumat peribadi saya/kami, termasuk, tanpa had, butir-butir pengenalan saya/kami, maklumat latar belakang, data kewangan, penduduk cukai dan maklumat lain yang berkaitan dengan permohonan anda untuk produk dan / atau perkhidmatan yang

- telah saya/kami berikan di dalam borang ini atau melalui sebarang perhubungan lain dengan Kumpulan Perbankan RHB (termasuk syarikat induk, syarikat-syarikat subsidiari, dan mana-mana syarikat yang berkenaan, termasuk mana-mana syarikat yang terhasil daripada mana-mana penyusunan semula, penggabungan, jualan atau pengambilalihan) atau
- diperolehi daripada analisis pembayaran saya/kami dan urusan/perkhidmatan yang lain dalam Kumpulan Perbankan RHB, atau
- diperolehi daripada pihak ketiga seperti majikan, pemohon bersama/pemegang-pemegang akaun, penjamin-penjamin, wakil-wakil perundangan, persatuan-persatuan berkaitan industri/kewangan, pihak-pihak berkuasa kerajaan, biro-biro kredit atau agensi-agensi pelaporan kredit, penjualan-penjualan, rangkaian-rangkaian sosial dan agensi-agensi pencegahan penipuan atau organisasi-organisasi lain, untuk mana-mana dan/atau semua tujuan-tujuan yang berikut ("Tujuan"), jika berkaitan:
  - menyediakan produk dan/atau perkhidmatan ini dan memaklumkan saya/kami tentang sebarang perubahan penting atau perkembangan tentang ciri-ciri produk dan/atau perkhidmatan tersebut;
  - memangkinikan dan menguruskan ketepatan rekod Kumpulan Perbankan RHB;
  - pengecahan, pengesanan atau pendakwaan jenayah, dan pematuhan obligasi-obligasi perundangan dan peraturan;
  - penilaian dan analisis termasuk pemarkahan kredit / pinjaman / pembiayaan / risiko insurans/takaful / kelakuan, analisis pasaran dan produk dan penyelidikan pasaran;
  - perhubungan dan memastikan kepuasan pelanggan, yang mungkin termasuk menjalankan kajian-kajian meningkatkan kualiti produk-produk dan perkhidmatan-perkhidmatan kami, membalas kepada pertanyaan dan aduan serta untuk menyelesaikan percanggahan secara umumnya;
  - menentukan jumlah hutang saya/kami dan pemungutan hutang yang saya/kami berhutang kepada RHBAM MY;
  - mengekalakan sejarah kredit anda untuk rujukan semasa dan akan datang;
  - membolehkan pemegang serah hak sebenar atau yang dicadangkan oleh RHBAM MY, atau peserta atau sub peserta RHBAM MY untuk menilai urusan niaga saya/kami yang bertujuan untuk menjadi subjek penyerahhakan, penyerahan atau sub penyerahan;
  - melindungi kepentingan Kumpulan Perbankan RHB dan tujuan sampingan atau tujuan lain yang berkenaan;
  - penjualan silang, pemasaran dan promosi produk dan/atau perkhidmatan Kumpulan Perbankan RHB dan rakan-rakan kongsi strategik; atau
  - bagi acara-acara korporat RHBAM MY (termasuk acara rangkaian, pelancaran produk, dan lain-lain) / pertandingan, di mana gambar / imej saya/kami mungkin akan ditangkap dan boleh digunakan untuk penerbitan RHBAM MY.

Saya/Kami faham dan mengakui bahawa RHBAM MY perlu memproses maklumat peribadi saya/kami untuk Tujuan tersebut, tanpanya RHBAM MY tidak akan dapat menyediakan produk/perkhidmatan yang saya/kami minta daripada RHBAM MY dan untuk memaklumkan saya/kami tentang sebarang perubahan penting atau perkembangan tentang produk/perkhidmatan tersebut. Di mana saya/kami telah memberi RHBAM MY maklumat peribadi sensitif (khususnya, maklumat tentang kesihatan fizikal / mental saya/kami untuk permohonan bagi produk insurans/takaful / perkhidmatan), saya/kami dengan ini memberikan RHBAM MY persetujuan nyata saya/kami untuk memproses mengikut cara yang dinyatakan dalam Notis Privasi ini. Saya/Kami boleh menjalankan pilihan saya/kami berkenaan dengan menerima bahan-bahan pemasaran (termasuk penjualan silang, pemasaran dan promosi seperti yang dinyatakan di atas) pada bila-bila masa dengan menghubungi Khidmat Pelanggan pada nombor 03-9205 8000.

Saya/Kami faham bahawa RHBAM MY mungkin akan mendedahkan maklumat peribadi saya/kami (atau maklumat peribadi sensitif, jika berkenaan) kepada syarikat-syarikat lain di dalam Kumpulan Perbankan RHB, penyedia-penyedia perkhidmatan, peniaga-peniaga dan rakan-rakan kongsi strategik, pembekal-pembekal termasuk agensi-agensi pemungutan hutang, penasihat-penasihat profesional, persatuan-persatuan berkaitan industri/kewangan, biro-biro kredit atau agensi-agensi pelaporan kredit dan pencegahan penipuan, agensi-agensi kerajaan, institusi-institusi kewangan yang lain dan mana-mana ejen, pekerja, dan/atau mana-mana orang mereka, sama ada bertempat di dalam atau di luar Malaysia untuk Tujuan tersebut, jika berkenaan, tertakluk pada setiap masa kepada mana-mana undang-undang (termasuk peraturan-peraturan, piawaian, garis panduan dan / atau obligasi) yang terpakai kepada RHBAM MY.

Saya/Kami juga faham bahawa saya/kami boleh meminta untuk membuat pembetulan (jika maklumat peribadi saya/kami adalah tidak tepat, ketinggalan zaman, tidak lengkap, dan lain-lain), akses kepada (fi yang ditetapkan mungkin dikenakan), atau untuk menghapuskan (jika saya/kami tidak lagi mempunyai apa-apa produk/perkhidmatan yang sedia ada dengan Kumpulan Perbankan RHB) ke atas maklumat peribadi saya/kami atau meniadakan pemrosesan itu pada bila-bila masa selepas ini dengan mengemukakan permintaan tersebut melalui pos, e-mel atau faks kepada alamat berikut.

## Khidmat Pelanggan

RHB Asset Management Sdn Bhd & RHB Islamic International Asset Management Berhad  
Level 8, Tower 2 & 3, RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur, Malaysia  
Nombor Telefon: 03-9205 8000 Nombor Faks: 03-9205 8100 Email: rhbam@rhbgroupp.com / rhbiian.enquiry@rhbgroupp.com

Saya/Kami mengakui bahawa Kumpulan Perbankan RHB boleh mengubahsuaikan atau mengemas kini Notis Privasi ini dari masa ke semasa, di mana salinannya boleh didapati di www.rhbgroupp.com dan anda boleh menyalurkan sebarang aduan atau pertanyaan yang saya/kami mungkin ada dengan cara yang ditunjukkan di atas.

## PENGIKTIRAFAN DAN KEBERANAN

- Dengan memberikan maklumat peribadi saya/kami berserta tandatangan, saya/kami mengizinkan RHBAM MY memproses maklumat peribadi saya/kami untuk mana-mana pendedahan yang diperlukan dan pemindahan maklumat peribadi saya/kami ke luar negara kepada pihak ketiga yang berkaitan, jika berkenaan.
- Saya/Kami bersetuju dengan pendedahan dan/atau pemindahan maklumat peribadi saya/kami kepada pihak ketiga yang berkaitan akibat daripada apa-apa penyusunan semula, penjualan atau pengambilalihan mana-mana syarikat dalam Kumpulan Perbankan RHB, dengan syarat bahawa penerima menggunakan maklumat peribadi saya/kami untuk Tujuan tersebut sahaja.
- Saya/Kami juga menyatakan dan menjamin bahawa saya/kami telah cukup memperoleh persetujuan individu-individu pihak ketiga (contohnya keluarga, pasangan, pihak-pihak berkaitan, pemegang kad tambahan dan/atau orang hubungan keceemasan, lain-lain) di mana maklumat peribadi mereka telah saya/kami dedahkan kepada RHBAM MY untuk membenarkan RHBAM MY membuat pemrosesan yang sama berhubung dengan Tujuan, jika berkenaan.

[Perenggan ini hanya terpakai kepada penandatangan yang diberi kuasa/orang yang boleh dihubungi daripada pelanggan-pelanggan korporat RHBAM MY, jika ada]

- Sebagai penandatangan yang diberi kuasa/orang yang boleh dihubungi daripada pelanggan korporat RHBAM MY, saya/kami memahami bahawa maklumat peribadi pengarah-pengarah, pemegang-pemegang saham individu, pekerja-pekerja, penandatangan lain yang diberi kuasa, penjamin individu, penyedia keselamatan individu, pembekal-pembekal dan/atau pihak-pihak berkaitan dan lain-lain, boleh dikumpul dan diproses oleh RHBAM MY untuk tujuan transaksi komersial antara pelanggan korporat dengan RHBAM MY. Saya/Kami menyatakan dan menjamin bahawa saya/kami berhak untuk memberikan maklumat peribadi tersebut kepada RHBAM MY dan / atau persetujuan yang sesuai telah diperolehi untuk membolehkan RHBAM MY memproses maklumat peribadi untuk tujuan tersebut.

## FOREIGN ACCOUNT TAX COMPLIANCE ACT ("FATCA") AND COMMON REPORTING STANDARD ("CRS")

"Foreign Account Tax Compliance Act (FATCA)" which was passed as part of the Hiring Incentives to Restore Employment (HIRE) Act, generally requires that foreign financial Institutions and certain other non-financial foreign entities report on the foreign assets held by their U.S. account holders or be subject to withholding on withholdable payments. The HIRE Act also contained legislation requiring U.S. persons to report, depending on the value, their foreign financial accounts and foreign assets.

- RHBAM MY and its related companies and affiliates are subject to and required to, or have agreed to comply with FATCA ("FATCA Reporting Requirement"). In view of this, RHBAM MY is required to collect information about each of its customers under the FATCA Reporting Requirement. If you are a U.S. Person, we may need to give the Inland Revenue Board of Malaysia ("IRBM") your account information, which may then be shared with the U.S. IRS.
- "Common Reporting Standard (CRS)" means the Standard for Automatic Exchange of Financial Account Information ("AEOI") in Tax Matters and was developed in response to the G20 request and approved by the Organisation for Economic Co-operation and Development (OECD) Council on 15 July 2014, calls on jurisdictions to obtain information from their financial institutions and automatically exchange that information with other jurisdictions on an annual basis. It sets out the financial account information to be exchanged, the financial institutions required to report, the different types of accounts and taxpayers covered, as well as common due diligence procedures to be followed by financial institutions.
- RHBAM MY and its related companies and affiliates are required to comply with the CRS Rules ("CRS Reporting Requirement") In view of this RHBAM MY is required to collect information about your tax residence(s) under applicable tax regulations. If you are not a tax resident of Malaysia, we may need to give the IRBM your account information, which may then be shared with other tax authorities of the CRS Participating countries.
- Each jurisdiction has its own rules for defining tax residences, and jurisdiction have provided information on how to determine if you are resident in a jurisdiction on the following website: - <http://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/tax-residency/>
- RHBAM MY are not allowed to give tax advice. Please consult your tax adviser if you require assistance in determining your tax residence(s).
- "Participating Jurisdiction" means a jurisdiction with which an agreement is in place pursuant to which it will provide the information required on the automatic exchange of financial account information set out in the CRS.
- "Reportable Jurisdiction" is a jurisdiction with which an obligation to provide financial account information is in place.
- "Tax Resident" refers to the definition of tax residence by each participating jurisdiction as provided on <https://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/tax-residency/#id.en.347760>. In general, you will find that tax residence is the country/jurisdiction in which you live. Special circumstances may cause you to be resident elsewhere or resident in more than one country/jurisdiction at the same time (dual residency).
- For more information on tax residence, please consult your tax adviser or the information at the OECD automatic exchange of information portal mentioned above.
- "TIN" (including "functional equivalent") means Taxpayer Identification Number or a functional equivalent in the absence of a TIN. A TIN is a unique combination of letters or numbers assigned by a jurisdiction to an individual or an Entity and used to identify the individual or Entity for the purposes of administering the tax laws of such jurisdiction. Further details of acceptable TINs can be found at the following link <https://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/tax-identification-numbers/>. Some jurisdictions do not issue a TIN. However, these jurisdictions often utilize some other high integrity number with an equivalent level of identification (a "functional equivalent"). Examples of that type of number include, for Entities, a Business/company registration code/number.
- "US Person" refers to a US Person as defined in Section 7701 (a) (30) of the Internal Revenue Code and includes an individual who is a citizen or resident of the US.

**DECLARATION & SIGNATURES**

I/We acknowledge that I/We have read, acknowledged and fully understood the contents of this Declarations, Acknowledgement and Authorisations ("DAA") and the T&C (which also incorporated FATCA, CRS, UT Loan Financing Risk Disclosure Statement) as set out in this document, the relevant Information Memorandum, Master Prospectus(es)/Prospectus(es), Disclosure Document and its Supplementary(ies) (if any), Information Memorandum(s) and its Supplementary(ies) (if any) for the Fund(s) to be invested in, of this account application and I/We undertake to be bound by them for all my/our transactions with RHBAM MY.

**ALL APPLICANTS MUST SIGN THIS ACCOUNT APPLICATION FORM**

<b>Authorised Signatory (ies)</b> Name : _____ NRIC/Passport No: _____ Date : _____	<b>Authorised Signatory (ies)</b> Name : _____ NRIC/Passport No: _____ Date : _____	<b>Authorised Signatory (ies)</b> Name : _____ NRIC/Passport No: _____ Date : _____	Company Stamp / Common Seal

*Note: Pre-signed account application form is strictly prohibited as provided under FIMM's Code of Ethics.*

**FOR OFFICE USE ONLY**

Account No. \_\_\_\_\_

**FOR UTSC/DISTRIBUTOR USE ONLY**

RHBAM MY/ Distributor / Branch Code / Stamp _____	Name of Staff / UTSC / Distributor _____
Staff / UTSC Code / EP Code _____	Signature of Staff / UTSC / Distributor _____
FIMM Code _____	_____

**APPENDIX**

**List of Type of Entity**

- |   |   |   |  |
|---|---|---|--|
| <input type="checkbox"/> E01 Association                | <input type="checkbox"/> E02 Commercial Bank                      | <input type="checkbox"/> E19 Professional Body  | <input type="checkbox"/> E20 Private Limited Company |
| <input type="checkbox"/> E03 Islamic Bank               | <input type="checkbox"/> E04 Investment Bank                      | <input type="checkbox"/> E21 Religious Body     | <input type="checkbox"/> E22 Statutory Body          |
| <input type="checkbox"/> E05 International Islamic Bank | <input type="checkbox"/> E06 Other Non-Bank Financial Institution | <input type="checkbox"/> E23 Societies / Clubs  | <input type="checkbox"/> E24 State Government        |
| <input type="checkbox"/> E07 Central Bank               | <input type="checkbox"/> E08 Cooperative                          | <input type="checkbox"/> E25 Schools            | <input type="checkbox"/> E26 Sole Proprietor         |
| <input type="checkbox"/> E09 Federal Government         | <input type="checkbox"/> E10 Finance                              | <input type="checkbox"/> E27 Stock Broking Firm | <input type="checkbox"/> E28 Trustee                 |
| <input type="checkbox"/> E11 Government-Linked          | <input type="checkbox"/> E12 International Organisation           | <input type="checkbox"/> E29 Trade Union        |  |
| <input type="checkbox"/> E13 Local Government           | <input type="checkbox"/> E14 Limited Liability Partner            |   |  |
| <input type="checkbox"/> E15 Insurance                  | <input type="checkbox"/> E16 Public Limited Company               |   |  |
| <input type="checkbox"/> E17 Public Fund                | <input type="checkbox"/> E18 Partnership                          |   |  |

**List of Source of Wealth**

- |   |  |
|---|--|
| <input type="checkbox"/> W01 Accumulated Savings                  | <input type="checkbox"/> W02 Inheritance                 |
| <input type="checkbox"/> W03 Trust Fund                           | <input type="checkbox"/> W04 Disposal of Assets/ Shares  |
| <input type="checkbox"/> W05 Insurance/takaful Maturity/Surrender | <input type="checkbox"/> W06 Return on Investment        |
| <input type="checkbox"/> W07 Legal Settlement                     | <input type="checkbox"/> W08 Income from own business    |
| <input type="checkbox"/> W09 Local Investment proceeds            | <input type="checkbox"/> W10 Foreign investment proceeds |
| <input type="checkbox"/> W11 Crypto currency investment proceeds  | <input type="checkbox"/> W12 Property (rental proceeds)  |
| <input type="checkbox"/> W13 Sale of Business                     |  |

**List of Source of Fund**

- |  |  |
|--|--|
| <input type="checkbox"/> F01 Own Bank Transfer (within RHB)                    | <input type="checkbox"/> F02 Savings/Investment                          |
| <input type="checkbox"/> F03 Trust Funds                                       | <input type="checkbox"/> F04 Sale of Inves/Shares/Prop/Land              |
| <input type="checkbox"/> F05 Dividends/Profits                                 | <input type="checkbox"/> F06 Rental Proceeds                             |
| <input type="checkbox"/> F07 Return on Investment                              | <input type="checkbox"/> F08 FD/Term Deposit Placement Roll Over/Renewal |
| <input type="checkbox"/> F09 Insurance/Takaful Maturity/Surrender              | <input type="checkbox"/> F10 Legal Settlement                            |
| <input type="checkbox"/> F11 Credit Facility Approve by FI                     | <input type="checkbox"/> F12 Trf frm Parent/Holding/Subs                 |
| <input type="checkbox"/> F13 Trf frm Own Acct with Oth FI                      | <input type="checkbox"/> F14 Financial Aid/Subsidies                     |
| <input type="checkbox"/> F15 Inheritance                                       | <input type="checkbox"/> F16 Gift/Donation                               |
| <input type="checkbox"/> F17 Business Sales/Proceeds                           | <input type="checkbox"/> F18 Working Capital                             |
| <input type="checkbox"/> F19 Crypto Currency/Digital Asset Investment Proceeds |  |

**DECLARATIONS, ACKNOWLEDGEMENT AND AUTHORISATIONS ("DAA")**

- I/We acknowledge that I/We am/are aware of the fees and charges that I/We will incur directly or indirectly when investing in the Fund(s).
- I/We undertake to be bound by the provisions of the documents constituting the Fund(s) subscribed to as if I/We was/were a party thereto.
- I/We declare that I/We am/are neither engaged in any unlawful activity nor are my/our monies obtained from any illegal source or related to any illegal activity.
- I/We declare that I/We am/are in compliance and undertake that I/We will continue to comply with all applicable laws and regulations.
- I/We undertake to provide RHBAM MY with all information as it may require for the purpose of and in connection with completing the account application form, including but not limited to, my/our/the Corporate and its group of companies' information on financial position, condition, operation, business or prospect, where applicable
- I/We declare that I/We am/are in compliance and undertake that I/We will continue to comply with all applicable laws and regulations.
- I/We, as director(s) of the Corporate do hereby declare that the Corporate is a legally incorporated Corporate. Copy of my/our Certificate of Incorporation is enclosed (applicable to corporate only).
- I/We undertake to provide RHBAM MY with all information as it may require for the purpose of and in connection with completing the account application form, including but not limited to, my/our/the Corporate and its group of companies' information on financial position, condition, operation, business or prospect, where applicable
- I/We acknowledge that I/We shall keep RHBAM MY informed of any changes of the information stated in this account application.
- I/We undertake to provide such information and documents that RHBAM MY may require for the purpose of due diligence/enhanced due diligence as required under the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 ("AMLATFPUAA 2001") (including any amendments, variations, and/or modifications as may be made at any time and from time to time) and any guidelines issued by any regulators, authorities and/or statutory bodies including the Anti-Money Laundering and Counter Financing of Terrorism ("AML/CFT"). I/We agree that I/We shall not hold RHBAM MY liable in any proceedings (whether civil, criminal or otherwise) for the disclosure of any information in any suspicious transaction report made by RHBAM MY in good faith, nor for any delay and/or refusal by RHBAM MY in carrying out my / our instructions in the event deemed necessary by RHBAM MY. I/We further agree to abide and comply with any directives or orders which may be issued and imposed by the respective regulators, authorities and/or statutory bodies from time to time and further undertake to give the evidence and/or documentation required by RHBAM MY, the respective regulators, authorities and/or statutory bodies for the purpose of complying with the respective AML/CFT legislation in the applicable jurisdiction where the transactions are to be executed from time to time.
- (Distribution Instruction as per Purchase/Switch Form) Depending on the Fund invested and subject to each respective Fund's Master Prospectus(es)/ Prospectus(es), Disclosure Document and its Supplementary(ies) (if any), Information Memorandum(s) and its Supplementary(ies) (if any), income distribution will either be reinvested into further units in the relevant fund or be paid out.
- I/We hereby declare and acknowledge that I/We have sole legal and proprietary right over all monies accompanying this account application form.
- I/We hereby agree to indemnify RHBAM MY, its Personnel, and Unit Trust Scheme Consultants against all actions, suits, proceedings, claims, damages and losses which may be suffered by RHBAM MY as a result of any inaccuracy of the declarations herein.
- I/We, the undersigned and representatives for the Corporate, do declare and represent that as at the date hereof, the Corporate is not wound up, no petition for winding-up has been filed against the Corporate nor any receiver has been appointed over any of its assets (applicable to corporate).
- I/We agree to notify RHBAM MY if there is any changes that affect my tax residency/FATCA/CRS status and will furnish RHBAM MY with the relevant foreign Tax Identification Number (TIN) and/or documentary evidence within 30days of such change.
- I/We acknowledge that this application is subject to the approval of RHBAM MY and RHBAM MY has the absolute discretion to approve or reject this application without assigning any reasons thereto.
- I/We declare that all particulars and information given herein are true and correct and they shall also be applicable to the accounts opened and maintained at any of RHBAM MY's branches and that I/We have not withheld any material facts or information from RHBAM MY. RHBAM MY is entitled to fully rely on such information for all purposes, unless RHBAM MY receives notice in writing from me informing otherwise. I/We further undertake to furnish to RHBAM MY with such additional particulars as RHBAM MY may require from time to time.
- I/We undertake to notify RHBAM MY in writing of any changes in the information provided herein by me/us. I/We agree that any such changes shall be effective three (3) business days after RHBAM MY's receipt of my/our notice.

## DECLARATIONS, ACKNOWLEDGEMENT AND AUTHORISATIONS ("DAA") (Continued)

- I/We agree that RHBAM MY shall be entitled to act upon and I/We shall accordingly be bound by any notice or other communication received by RHBAM MY and believed by RHBAM MY to have been given or made by a person authorised by me/us and the transaction executed pursuant to such instructions shall accordingly be binding on me/us.
- Where any instruction is ambiguous or inconsistent with any other instruction, RHBAM MY shall be entitled either not to act upon the instruction or to rely and act in accordance with any reasonable interpretation thereof which any officer of RHBAM MY believes in good faith to be the correct interpretation.
- I/We shall not hold RHBAM MY liable in any way for acting on inconsistent, ambiguous or incomplete instructions.
- I/We understand that RHBAM MY does not recognize or acknowledge any private arrangement or agreement entered between me/we with my/our servicing agent who is a RHBAM MY's Consultant. I/We understand and agree that I/We cannot take action against RHBAM MY to claim for any losses, penalty, charges, claims, demands, costs and expenses, whether directly or indirectly suffered in consequence of or arising from the said private arrangement or agreement.
- RHBAM MY shall not be liable to me/us for acting upon any instructions communicated or purportedly communicated by me/us to RHBAM MY over the telephone or in writing and signed or purportedly signed by me/us or given or transmitted purportedly or given or transmitted by facsimile or electronic mail notwithstanding that it is subsequently shown that such instruction was not given by me/us. Any risks of misunderstanding, any error or loss resulting from instructions given by unauthorised persons or any error, loss or delay resulting from the use of the post, facsimile or electronic mail are entirely my/our risk for which RHBAM MY shall not be liable for.
- I am/I/We are aware that signatures on facsimile or electronic mail instruction may be superimposed fraudulently or without proper authority when transmitted to RHBAM MY and I/We shall give RHBAM MY facsimile or electronic mail instructions assuming such risks. RHBAM MY shall not hold liable for any losses, damages, expenses, claims or liabilities suffered by me/us as a result of RHBAM MY acting upon facsimile or electronic mail instructions so long as the signature(s) appearing on any such facsimile or electronic mail instructions appear on verification to be or purport to be in accordance with my/our specimen signature(s).
- I/We authorise RHBAM MY to conduct independent verification and/or inquiries in respect of any information declared herein or furnished to RHBAM MY with the relevant authorities and/or credit reference agencies or any other relevant organisations whether in Malaysia or elsewhere and I/We undertake to furnish any additional information that RHBAM MY may require for its assessment of the application and from time to time after the application had been approved. That I/We further consent and authorise the relevant authorities and/or credit reference agencies or any other relevant organisations whether in Malaysia or elsewhere to disclose my information to RHBAM MY.
- I/We hereby undertake to fully, unconditionally and irrevocably indemnify RHBAM MY and keep RHBAM MY indemnified at all times from and against all actions, proceedings, claims, demands, losses, penalties, fines, damages, costs, charges and/or expenses which RHBAM MY may sustain, incur or be liable to, in consequence of, attributable to or arising from, any breach by me/us of its obligations including any costs reasonably and necessarily incurred by RHBAM MY in collecting any debts due to RHBAM MY or in connection with the closure of the Account, or any appointment made by me/us and/or any request or authorisation given by me/us, and/or any false declaration(s) on my part in this T&C howsoever arising. The right of indemnity shall continue in full effect notwithstanding the suspension, termination or closure of my/our account(s) with RHBAM MY. Neither RHBAM MY or its subsidiary, associated, or related companies of RHBAM MY's holding company nor any of its agents shall be liable for any direct, indirect, special or consequential damages which may be suffered by me/us such as, but not limited to, loss of anticipated profits or other anticipated economic benefits, whatsoever or howsoever caused, whether in contract or in tort, arising directly or indirectly with or arising out of this DAA, and/or the T&C herein. I/We further undertake to indemnify RHBAM MY and/or its subsidiary, associated, or related companies of RHBAM MY's holding company from being liable in any proceedings (whether civil, criminal or otherwise) arising from any breach by me/us pursuant to the terms of the T&C and/or the DAA stated herein.
- I/We consent that RHBAM MY and/or its authorised agents, service providers and/or sub-contractors may obtain or be granted access to my/our information or documents relating to my/our affairs in particular in relation to my/our securities and/or depository accounts (for example account particulars, balances, and/or transactions) maintained with the relevant authorities (whether locally or abroad), agents and/or service providers. This consent is irrevocable and I/We shall not hold RHBAM MY liable for any losses arising thereof except for losses or liabilities I/We may directly suffer as a result of any fraudulent act done / committed by RHBAM MY.
- I/We consent to and authorize the RHB Banking Group (which shall include its holding company, its subsidiaries and associated companies), its respective directors, officers, employees and agents to disclose, share and/or verify information or documents pertaining to my/our affairs, account(s), facility(ies), directors and/or substantial shareholders to and/or with the following parties including :
  - (i) any companies within the RHB Banking Group, whether within or outside Malaysia for any purpose including, without limitation:
    - a) cross-selling, marketing and promotions of products and/or services of the RHB Banking Group;
    - b) conducting conflict checks on any conflict of interest situations whether actual or potential, pursuant to the appointment of RHBAM MY, if applicable; and
    - c) having access to the Company's/ the Customer's information and/or documents in relation to its securities and/or depository accounts maintained with RHBIB and/or the relevant central and/or authorized depositories, if applicable;
  - (ii) any authorities/regulators/parties as may be authorised by law or regulations to obtain such information or by court of law;
  - (iii) any party(ies) providing security for purposes of facility(ies) granted to me/us;
  - (iv) agents of the RHB Banking Group, including without limitation, vendors, merchants and/or third party service providers in connection with any products and/or services being provided by the RHB Banking Group;
  - (v) auditors, legal counsels and/or other professional advisers in relation to the provision of services by the RHB Banking Group pursuant to this engagement, or in connection with the preparation of any facility or security documents, if applicable, or any action or proceeding for the recovery of monies due and payable by me/us, wherever applicable;
  - (vi) credit bureaus and/or credit reporting agencies, fraud prevention agencies, debt collection agencies and industry/financial related associations; and
  - (vii) any potential assignee or other person proposing to enter into any contractual arrangement which requires the disclosure of such information.
- I/We agree that RHBAM MY shall not be responsible or liable to me in the event the agents or entities appointed by RHBAM MY to perform any obligations, goes into liquidation or insolvency and further agrees that RHBAM MY shall not be liable in respect of the acts or omission of any entity providing any services including repurchase/settlement facilities and/or custodian services.
- I/We undertake to further indemnify RHBAM MY for any loss, costs (includes legal costs), claims, liabilities or expenses arising out of or connected with any (i) transaction or instruction that may be carried out by RHBAM MY on behalf of me/us having to act on my/our instructions or at my/our request, (ii) breach by me of its obligations, including but not limited to any costs reasonably and necessarily incurred by RHBAM MY selling-off, or collecting any debts due to RHBAM MY or in connection with the closure of the Account(s), and (iii) breach, failure or omission of the foreign broker / agent / custodian appointed on behalf of me/us. This obligation to indemnify RHBAM MY survives the termination of these T&C.
- I/We agree to pay all taxes including but not limited to Services Tax or its equivalent imposed by the authorities locally or abroad at the prescribed rate determined by the relevant authorities on the service fee and/or any such other fees in relation to my/our account.
- I/We agree and acknowledge that all communication between RHBAM MY and me/us conducted via Electronic Services - for the purposes of issuing instructions in respect of my/our account may increase the risk of error, security, fraud and privacy issues. I/We acknowledge I/We am/are fully aware of the risks associated when communicating or conducting the transactions via the Electronic Services. I/We further agree to the following:-
  - a. I/We fully and solely responsible for the safety and confidentiality of the associated pin numbers and/or passwords (if applicable) that must be kept secret and not be understandable, either directly or indirectly, by a third party. I/We must make sure, by all appropriate means, that they are not used by persons other than me/us, including but not limited to, a representative, attorney-in-fact, agent or any third parties.
  - b. I/We agree that RHBAM MY may use my/our mobile number(s) and/or e-mail address(es) to validate/authenticate the registration and/or access for online services and/or other services. Should there be any changes to my/our e-mail address(es) and/or mobile number(s), I/We will advise RHBAM MY and provide the Updating of Client's Particular Form.
  - c. RHBAM MY may rely upon or act in accordance with the instructions given under the Electronic Services but is not obliged to rely upon and act in accordance with any instructions given via the Electronic Services which may from time to time be, or purported to be, or believed by RHBAM MY to be given by me without inquiry on RHBAM MY's part as to the authority or identity of the person making or purporting to make such communication via the Electronic Services.
  - d. RHBAM MY shall neither be liable for acting upon such instructions nor be obliged to investigate the authenticity of such instructions or verify the accuracy and completeness of such instructions the non-delivery, delayed delivery, or the misdirected delivery of such instruction given by me/us via the nominated Electronic Services. Such instructions shall be deemed irrevocable and binding upon me upon RHBAM MY's receipt notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in respect of the terms of such instructions.
  - e. RHBAM MY shall have no liability to me/us (whether in contract or in tort, including negligence) in the event of any viruses, worms, software bombs or similar items being introduced into the Electronic Services which may affect my communication.
  - f. RHBAM MY shall not be liable for any loss, liability or cost whatsoever arising from any unauthorised use of the Electronic Services. I/We agree to indemnify RHBAM MY from and against all losses, liabilities, judgments, suits, sanctions, proceedings, claims, damages and costs resulting from or arising out of any act or omission by any person using the Electronic Services by using my/our designated password whether or not I/We authorised such use.
  - g. I/We agree to use applicable software to protect my/our computer from viruses, malware, spyware, phishing, and other forms of attack on my/our computer. I/We am/are responsible for selecting all systems, hardware and the Internet service provider. I/We am/are also responsible for any defect, malfunction or interruption in service or security due to hardware failure, the choice of Internet service provider and systems and computer services.
- I/We consent to and authorise RHBAM MY to perform any of the following, if applicable:
  - a. Withhold any applicable payments in the account(s);
  - b. Report/discard/exchange any information/documents relating to my/our accounts/affairs to Inland Revenue Board Malaysia or any foreign tax authorities/inland revenue authorities in compliance with any tax requirements;
  - c. Terminate (with prior notice of 7 business days) my/our contractual relationship(s) with RHBAM MY.
- I/We declare that I am/I/We are not a U.S. person and in the event of a change in my/our status that I/We become a U.S. Person, I/We shall notify RHBAM MY of the change.
- The Customer shall indemnify and hold harmless RHBAM MY, its directors/shareholders/employees and its Unit Trust Scheme consultants against all actions, cost (including any legal cost incurred), suits, proceedings, damages, expenses, losses, liabilities, claims and demands arising out of (whether directly or indirectly or in connection with) RHBAM MY having acted on the instructions/Order given in this application, save and except for the gross negligence and wilful default on the part of RHBAM MY.
- Pursuant to the requirements of the Capital Market and Services Act 2007, I/We further confirm that the Company is a sophisticated investor as defined in the Information Memorandum and thus the Company is qualified to invest in the Wholesale Fund (Applicable for Wholesale Client only)
- For investing into unit trust fund(s) under the nominee system through IUTA, I/We have read and understood that the rights to have my/our particulars recorded in the register of unit holders of the unit trust fund(s) and the right to call, attend and vote in any unit holders' meeting is not accorded to me/us as the IUTA is recognized as a registered unit holder of the unit trust fund(s) under the nominee system.

## TERMS AND CONDITIONS ("T&C")

You are advised to read and understand the relevant Information Memorandum, Master Prospectus(es)/ Prospectus(es) and its Supplementary(ies) (if any) and deed(s) which shall be made available upon request before investing in the fund(s).

1.0 RHBAM MY shall be entitled to vary, revise or amend the provisions of the T&C herein at any time. The Customer is deemed to have been notified of such variation, upon such variation being made available on the website(s) of IUTA as well as RHBAM MY (if any) and the Customer is deemed to have accepted such variation, revision, amendment and/or modification in the event the Customer continues to invest with RHBAM MY as well as access to RHBAM MY Website. The relevant provisions of this T&C shall thereafter be deemed to have been varied, revised, amended and/or modified accordingly and shall be read and construed as if such variations, revisions, amendments and/or modification had been incorporated in and formed part of the T&C.

### 2.0 Customer Care

- If you require further information or clarification, please contact our Customer Service at +603-9205 8000 for assistance.

### 3.0 Rights of RHBAM MY as the Manager

- a. RHBAM MY reserves the right to accept or reject any account opening application and/or transactions in whole or in part thereof with or without assigning any reasons thereto, without compensation to the customer and the duly completed Transaction form/instruction received by RHBAM MY are deemed irrevocable by the Customer.
- b. Notwithstanding anything contained herein, RHBAM MY shall be at liberty to disregard or refuse to process any of the instructions given via the Transaction form if the processing of such instructions would be in contravention of any laws or regulatory requirements, whether or not having the force of law and/or would expose RHBAM MY to any liability.

### 4.0 Electronic Services

- RHBAM MY may from time to time provide to the Customer its electronic services such as website, computer, telephone, e-mail, short messaging service (sms), mobile telephone services or systems (including but not limited to services or information accessible through RHBAM MY's proprietary software or mobile application) ("Electronic Services"). The Customer will be automatically enrolled to receive Fund's reports and notices in electronic form. If the Customer wishes to receive the reports in printed copies, the Customer may opt out from the Electronic Services by informing RHBAM MY in writing.

a. RHBAM MY may engage in any services include as part of such Electronic Services from time to time for the purpose of :

- (i) viewing information and details relating to the applicant's – viewing and/or printing of account information such as fund reports, statements, advices of transactions and/or other communications in electronic form;
  - (ii) transmitting Orders to RHBAM MY for execution;
  - (iii) access to, including but not limited to key market indicators and real-time quotes;
- And if the Customer does not wish to utilise the Electronic Services, the Customer may choose to opt out by informing RHBAM MY in writing

b. RHBAM MY shall be entitled to:

- (i) modify, suspend or terminate the operation of the Electronic Services; or
- (ii) suspend or terminate the Customer's access to or use of the Electronic Services.

at any time with or without notice.

For avoidance of doubt, any modification, cancellation, termination or suspension of the Electronic Services shall not entitle any Customer to any claims against RHBAM MY or compensation arising from any losses or damages suffered or incurred by the Customer as a direct or indirect result of the act of modification, cancellation, termination or suspension of the Electronic Services.

### 5.0 Notices

All notices and other communications sent by or to the Customer shall be sent at the risk of the Customer. Unless due to wilful default or negligence of RHBAM MY, RHBAM MY shall not be responsible for any inaccuracy, interruption, error, delay or failure in transmission or delivery of any notices via whatever means, or for any equipment failure or malfunction. RHBAM MY shall not be liable for any direct or indirect consequential losses arising from the foregoing.

### 6.0 Investment

a. All monies due and payable by the Customer to RHBAM MY shall be made with clear funds and any cheques issued by the customer must be honoured when presented.

b. No physical cash shall be accepted as payment for investment

c. Without prejudice to the generality of the foregoing, all employees and Unit Trust Scheme Consultants ("Consultants") of RHBAM MY are prohibited from receiving from any parties monies for unit trust investment (whether by way of cash or cheque or any other instruments) made out in favour of the employees and/or Consultants) for their onward transmission to RHBAM MY and in the event that you do hand over such monies to our employees and/or Consultants, such employees and/or Consultants shall for the purposes of such transmission of monies to RHBAM MY, be your agent and not ours and RHBAM MY shall not be liable for any loss whatsoever occasioned to you or any other person. RHBAM MY is under no obligation to accept payments for unit trust investments via employees and/or Consultant of RHBAM MY or any third party and may at our sole discretion reject such payments.

d. If any application made by the Customer is rejected for whatsoever reason, whether in part or whole, any monies paid or remaining balance thereof will be returned (without interest or return) and any costs or expenses incurred thereof shall be borne solely by the customer.

e. Any investment, repurchase or switching requests received after the respective fund's cut-off time or on the fund's non-business day will be treated as the next business day's transaction.

f. Pre-signed purchase/switching and/or repurchase/cooling-off forms is/are strictly prohibited as provided under FIMM's Code of Ethics.

### 6.1 Account Opening

a. Minimum Investment

Corporate Applicant

• Corporate Applicant to enclose a copy of the Memorandum and Article of Association or its equivalent, Company's latest audited accounts, list of Authorised Signatories and Specimen Signatures.

• For a Corporate, the Common seal or the Company stamp will have to be affixed. If the Company stamp is used, an Authorised Officer must sign and state his/her representative capacity.

• Certified True Copy (by company secretary, if applicable) of the Board Resolution, Form11, Form9, Form13 (if applicable), Form24, Form44, Form49, Section 14, Section 68, Section 58 or its equivalent and the latest Annual Return/latest Audited Financial Statement.

## TERMS AND CONDITIONS ("T&C") (CONTINUE)

- 6.2 Purchase/Switching
- a. Switching application
- If allowed, minimum switch amount is to be adhered to.
  - A switching fee or difference in Sales Charge between switching funds, where applicable (as disclosed in the relevant Prospectus, Information Memorandum, Disclosure Document and any supplementary thereto) on the amount to be switched shall be imposed and netted off from the value to be switched.
  - For partial switching, minimum amount to be maintained in the original Fund as stated in the relevant Information Memorandum, Master Prospectus(es) / Prospectus(es), Disclosure Document and its Supplementary(ies) (if any).
  - In the event any request for partial switching results in the customer holding less than the minimum balance of units required, RHBAM MY reserves the right to fully switch all the units held by the Customer.
  - For full switching, all units in the account shall be switched.
- 6.3 Repurchase (Redemption)
- Customer must maintain minimum holding as prescribed in the fund's account for partial repurchase, as required by the relevant Information Memorandum(s), Master Prospectus(es) / Prospectus(es), Disclosure Document and its Supplementary(ies) (if any).
  - For partial repurchase, the customer must leave a minimum balance of units required to maintain the fund's account as required by the relevant Fund's Information Memorandum(s), Master Prospectus(es) / Prospectus(es), Disclosure Document and its Supplementary(ies) (if any). In the event any request for partial repurchase results in the Customer holding less than the required minimum balance of units required, RHBAM MY reserves the right to full repurchase all the units held by the Customer.
  - Payment of repurchase proceeds to a third party is strictly prohibited.
  - If repurchase order of units received from Customer is above Customer's total available unit, RHBAM MY has the right to proceed with the repurchase order as full repurchase based on the available units.
  - RHBAM MY will not be held responsible for any delay or loss incurred due to incorrect bank account number provided by the Customer.
  - All payments from the Customer to RHBAM MY or from RHBAM MY to the Customer shall be settled in the relevant Currency of the Fund ("Fund Currency") whose units are being subscribed for or repurchased unless otherwise agreed between RHBAM MY and the Customer. Where RHBAM MY and the Customer have agreed that the payments shall be settled in a currency other than the Fund Currency, such payments shall be settled at a rate of exchange as shall be determined by RHBAM MY in its sole and absolute discretion. If for any reason RHBAM MY cannot effect payment or repayment to the Customer in the Fund Currency or in the agreed currency between RHBAM MY and the Customer, RHBAM MY may effect payment or repayment in the equivalent of any other currency selected by RHBAM MY based on the applicable rate of exchange at the time the payment or repayment is due.
- 6.4 Cooling-Off
- Cooling-off is only available to customers investing into any unit trust fund or private retirement scheme managed by the same investment manager for the first time.
  - Partial cooling-off request is NOT accepted. The cooling-off request is based on the T&C stipulated in the Information Memorandum(s), Master Prospectus(es)/ Prospectus(es)/, Disclosure Document and its Supplementary(ies) (if any) of the respective Fund(s).
- 6.5 Income Distribution / Unclaimed Moneys
- a) Income Distribution
- (Distribution Instruction as per Purchase/Switch Form) Depending on the Fund invested and subject to each respective Fund's Master Prospectus(es)/ Prospectus(es), Disclosure Document and its Supplementary(ies) (if any), income distribution will either be reinvested into further units in the relevant fund or be paid out.
- b) Unclaimed Moneys
- All money payable to a Unit Holder may be paid by telegraphic transfer or electronic payments or cheques. However, after the lapse of one (1) year from the date of the cheque or any moneys payable to Unit Holders which remain unclaimed for such period of time, the Manager shall file and pay the unrepresented payments to the Registrar of Unclaimed Moneys in accordance with the requirements of the Unclaimed Moneys Act, 1965. Thereafter, the Unit Holders are to claim such monies from the Registrar of Unclaimed Moneys.
  - In the event of payment of income distribution to Unit Holders in the form of cheque, and the cheque is not presented for payment by the date which falls six (6) months from the date of issuance of the said cheque, the Unit Holder shall be deemed to have authorised the Manager to reinvest the moneys in additional Units as at Net Asset Value per Unit at such date as may be determined by the Manager provided always that the Unit Holder still has an active account with the Manager. If the Unit Holder no longer has an account with the Manager, after the lapse of one (1) year from the date of the cheque, the Manager shall file and pay the unrepresented payments to the Registrar of Unclaimed Moneys. Thereafter, the Unit Holders are to claim such monies from the Registrar of Unclaimed Moneys.
- 6.6 Bank Account Details
- Bank account details as stated in the account application will be captured under RHBAM MY's system for the payment purposes of income distribution, repurchase and cooling off. If the bank account details provided under the repurchase/cooling-off instruction differs from that of the account application, payment will be processed as per the bank account details maintained under the RHBAM MY's system. If there is any changes to the bank account details, kindly provide the latest details by completing the Updating of Client's Particular Form.
  - In the event that no such bank account number provided in the account application, RHBAM MY will maintain the bank account details as provided in the repurchase/cooling-off instruction.
- 6.7 Regular Savings Plan (RSP)
- If the Customer at any time apply for and are accepted by RHBAM MY to use the services that enable the Customer to make regular savings, the Customer will be subject to the T&C.
  - The Customer on application for RSP will need to have a minimum initial investment amount in the nominated unit trust funds and to subsequently nominate number of years of investment. The source of monies is through direct debit authorisation.
  - The Customer acknowledges that RHBAM MY reserves the right to terminate the RSP when the nominated funds is disabled for purchase, terminated or suspended.
  - The Customer has the sole responsibility of having sufficient monies in the bank account to ensure that the RSP transactions are successful and the Customer shall be liable for any losses or damages incurred by RHBAM MY in executing the failed transactions.
  - The Customer has the right at any time to terminate the RSP and/or modify the RSP through changing the nominated Fund, the nominated amount or the number of years of investment.
  - RHBAM MY has the absolute right at any time to terminate the RSP if direct debit authorisation failed for more than three (3) times consecutively. □
- 7.0 Change of Particulars
- RHBAM MY shall at all times be entitled to rely on the records in the Application Form last submitted by the Customer unless any change in the particulars therein have been notified to RHBAM MY or updated online by the Customer. RHBAM MY is not obliged to verify any particulars furnished or updated online by the Customer and RHBAM MY shall not be liable or responsible for any losses suffered or incurred by the Customer or any other Person by reason of any error or omission in the completion of the Application Form/Update Particular Form or in the furnishing or online updating of the particulars by the Customer.
  - The Customer agrees and undertakes to notify RHBAM MY immediately of any change in the particulars of the Customer, or any information relating to any Account or to these T&C, supplied to RHBAM MY to update the changes online or completing the Updating of Client's Particular Form and submit to:  
RHB Asset Management Sdn Bhd  
Level 8, Tower 2 & 3, RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur, Malaysia  
Contact: +603-9205 8000 Facsimile: +603-9205 8100 E-mail: rhbam@rhbgroup.com
  - RHB Islamic International Asset Management Berhad  
Level 8, Tower 2 & 3, RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur, Malaysia  
Contact: +603-9205 8000 Facsimile: +603-9205 8107 E-mail: rhibiam.enquiry@rhbgroup.com

## TERMS AND CONDITIONS ("T&C") (END)

- 8.0 Investment into unit trust distributed by RHBAM MY as Institutional Unit Trust Adviser (IUTA) and/or appointment of nominee to hold unit trust (units)
- The customer may invest in both unit trust funds that are managed by RHBAM MY or distributed by RHBAM MY as IUTA for other unit trust management companies ("UTMC").
  - RHBAM MY as IUTA requires on services of a nominee ("Nominee") to effect transactions for the Customer and also to keep in custody units for and on behalf of the Customer.
  - Where the Customer invests in a unit trust fund distributed by RHBAM MY as IUTA, the Customer hereby agrees to appoint RHBAM MY to hold and act for and on behalf of the Customer in relation to those units subject to the T&C provided herein. All transactions with respect to the units will be effected by the Nominee on behalf of the Customer with the relevant representative agent, adviser or management company of the units in accordance with the restrictions or limitations set by the respective UTMC, the relevant prospectus and deed of the respective funds and the laws, rules, guidelines, regulations and practices of the unit trusts industry.
  - Where the Customer invests in a unit trust distributed by RHBAM MY as an IUTA, the Customer agrees to accept the T&C as set out by RHBAM MY as IUTA and also the relevant UTMC(s).
  - The units shall be held by the Nominee as the registered holder for and on behalf of the Customer.
  - The Nominee shall be a custodian and not a trustee in all matters relating to this arrangement and/or the units.
  - The Nominee shall have no duty or responsibility, as regards attendance at meetings or voting in respect of any of the units or as regards any subscription, conversion or other rights in respect thereof or as regards to any merger, consolidation, reorganisation, receivership, bankruptcy or insolvency proceedings, compromise or arrangement in connection with the Units nor shall the Nominee be under any duty to investigate or participate therein or take any alternative action in connection therewith except in accordance with written instructions from the customer and upon such conditions and indemnity and provision for expenses as the Nominee may require.
- 9.0 TERMINATION
- RHBAM MY may terminate or suspend the Account by giving 7 Business Days' written notice to the Customer or by immediate or without notice if so required by relevant authorities under applicable laws of Malaysia on the happening of any of the following events:
    - i. an Account without holdings and/or activity for the past two (2) years since the opening of account;
    - ii. an Account that has been deemed to be dormant based on criteria that RHBAM MY may determine from time to time;
    - iii. the Customer becomes bankrupt, commits an act of bankruptcy or suffers any petition or passes any resolution for winding up or enters into receivership or enters into any composition or arrangement with or for the benefit of its creditors;
    - iv. any of the Customer's representations, declarations or statements becoming untrue, incomplete or inaccurate;
    - v. the Customer breaches any of the terms herein;
    - vi. any claim, action or proceeding of any nature is commenced against the Customer by any party or steps are taken by any person to enforce any security against the Customer;
    - vii. RHBAM MY forms an opinion that it should take action in order to preserve its rights or interests under any of the Accounts with RHBAM MY;
    - viii. if there is a change in applicable law or regulation that makes it unlawful for RHBAM MY to continue with allowing the Customer to execute the transaction in the Fund(s);
    - ix. if RHBAM MY forms a view and in good faith that it should take action in order to preserve its rights or interests under any of the Customer's Account(s).
    - x. RHBAM MY reserves its sole and absolute discretion to terminate the services provided hereunder without assigning any reason whatsoever and RHBAM MY shall not be held liable to the Customer for any losses and/or damages suffered and/or incurred as a result thereof.
- 10.0 CONSEQUENCES OF TERMINATION
- In the event that the Account is terminated in accordance with the "Termination" clause above, RHBAM MY shall redeem from any of the Securities and/or Cash Fund in the Account to satisfy any monies (including any fees, expenses and charges) due from the Customer to RHBAM MY. □
- 11.0 UT LOAN FINANCING RISK DISCLOSURE STATEMENT
- Investing in a unit trust fund with borrowed money is more risky than investing with your own savings. You should assess if loan financing is suitable for you in light of your objectives, attitude to risk and financing circumstances. You should be aware of the risk, which would include the following:-
- a. The higher the margin of financing (that is, the amount of money you borrow for every Ringgit of your own money that you put in as deposit or down payment) the greater the loss or gain on your investment.
  - b. You should assess whether you have the ability to service the repayments on the proposed loan. If your loan is a variable rate loan, and if interest rates rise, your total repayment amount will be increased.
  - c. If unit prices fall beyond a certain level, you may be asked to provide additional acceptable collateral (where units are used as collateral) or pay additional amounts on top of your normal instalments. If you fail to comply within the prescribed time, your units may be sold towards the settlement of your loan.
  - d. Returns on unit trusts are not guaranteed and may not be earned evenly over time. This means that there may be some years where returns are high and other years where losses are incurred instead. Whether you eventually realise a gain or incur loss may be affected by the timing of the sale of your units. The value of units may fall just when you want your money back even though the investment may have done well in the past.
  - e. This brief statement cannot disclose all the risks and other aspects of loan financing. You should therefore carefully study the T&C before you decide to take the loan. If you have doubts in respect of any aspect of this UT Loan Financing Risk Disclosure Statement or the terms of the loan financing, you should consult the institution offering the loan.

## DEFINITION AND INTERPRETATION

- "Account" means the account which the Customer opens and maintains with RHBAM MY to have access to the financial products and services provided by RHBAM MY.
- "Business Day" as defined in respective fund's relevant Information Memorandum, Master Prospectus(es)/Prospectus(es), Disclosure Document and its Supplementary(ies) (if any) and Product Highlights Sheet.
- "Cash Plan" means a plan where Customer's investment monies in a Fund is other than EPF Plan and RSP.
- "Content" means information, material, report and records including but not limited to text messages, images, banners, videos, animation and forms as appearing or displayed on this Website and/or the Mobile Application.
- "Customer", "You", "Your", "Yourself" refer to a customer/applicant of RHBAM MY, i.e. any person(s) who hold(s) and operate(s) an Account with RHBAM MY and includes the successors in title or legal representatives, whichever is applicable, of the Customer.
- "EPF" means the Employees Provident Fund.
- "EPF Plan" means a plan which allows a Customer (subject to the conditions as imposed by EPF) to invest in a Fund which is managed by a Manager approved by the EPF, by way of transfer of funds from the Customer's EPF account.
- "EPF i-Invest" refers to EPF online facility which allows you to transfer eligible fund from your EPF Saving to make investment into unit trust.
- "EPF Akaun 55" refers to Customer's EPF account where EPF members' contribution is received up to the age of 55 years old.
- "EPF Akaun Emas" refers to Customer's EPF account where EPF members' (who continue to work after the age of 55) contribution is received up to the age of 60 years old. Any outstanding balance from Akaun 55 will be consolidated under Akaun Emas.
- "FIMM" means Federation of Investment Managers Malaysia.
- "Fund(s)" means any unit trust, wholesale fund, investment fund, mutual fund or any other collective investment scheme authorised or recognised by the SC (or deemed to be authorised or recognised under law) and distributed by or made available through RHBAM MY from time to time.
- "Information" means information, text, personal data, data, statements, materials, message or any other information posted and/or provided in the Website.
- "IUTA" means Institutional Unit Trust Adviser, a corporation registered with FIMM and authorised to market and distribute unit trust schemes of another party.
- "Order" means any authorisation, request, instruction or order transmitted to RHBAM MY by the Customer or which RHBAM MY or a Personnel reasonably believes to be the authorisation, request, instruction or order of the Customer, and includes any authorisation, request, instruction or order to revoke, ignore or vary any previous authorisation, request, instruction or order.
- "Password" means User ID for authentication purposes to access primarily the i-Akaun and other available internet services known only to the user.
- "PDPA" means Personal Data Protection Act 2010.
- "Personnel" means the directors, officers, employees, servants, agents and employees of RHBAM MY and/or its nominee.
- "Registered User" means a customer who has registered for RHBAM.
- "RHB Banking Group" means RHB Bank Berhad and its group of companies.
- "RSP Plan" means Regular Savings Plan.
- "SC" means the Securities Commission Malaysia.
- "Services" means all online services, made available from time to time in the Website.
- "Sophisticated Investor" means a Customer who has successfully declared themselves as a sophisticated investor, which term is as defined in the "Guidelines on Unlisted Capital Market Products under the Lodge and Launch Framework" issued by the Securities Commission Malaysia or the glossary section of the information memorandum of the relevant fund. Only sophisticated investor may invest in a Wholesale
- "Statement" means any statements of account, confirmations or notifications in respect of any Order.
- "Trustees" mean the Trustee of the Fund as stated in the Master Prospectus(es)/Prospectus(es), Disclosure Document and its Supplementary(ies) (if any) & Information Memorandum(s) and its Supplementary(ies) (if any).
- "User ID" means Identification characters used by the user for the purpose of login to the Website.
- "Unit" means a share or unit in a Fund.
- "Visitor" means a non-customer of RHBAM MY.
- "Website" means RHBAM MY's website at <https://www.rhbgroup.com/malaysia/products-and-services/unit-trust/asset-management/rhb-asset-management-sdn-bhd>
- "Wholesale Fund" means a unit trust scheme established where the units are to be issued, offered for subscription or purchase, or for which invitations to subscribe for or purchase the units are to be made, exclusively to Sophisticated Investors.

# RHB Asset Management

**RHB ASSET MANAGEMENT SDN BHD** 198801007231 (174588-X)  
 Level 8, Tower 2 & 3, RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur  
 Tel: 03-9205 8000 Fax: 03-9205 8100  
 Toll Free No.: 1-800-88-3175 Website: www.rhbgroup.com

In compliance with the Capital Markets and Services Act 2007, this purchase/switch form should not be circulated unless accompanied by the relevant Master Prospectus(es) / Prospectus(es) and its Supplementary(ies) (if any). Investor(s) should read and understand the contents of the relevant Master Prospectus(es) / Prospectus(es) and its Supplementary(ies) (if any) before completing this purchase/switch form. **Please complete in BLOCK LETTERS only, and tick(✓) where applicable. For 1st time investors, please fill up the account application form to be submitted with this purchase/switch form.**

## PURCHASE / SWITCH FORM

Account No. \_\_\_\_\_

(for existing unit holders only)

Purchase  Switch

Staff Application (Please tick (✓) if this is staff purchase)

### INDIVIDUAL / CORPORATE APPLICANT

Name of Individual/Corporate Applicant (as in NRIC/Passport/Certificate of Incorporation)


NRIC No. (new)	-	NRIC No. (old) / Passport No. / Company Registration No.	
Tel No.	-	Mobile	
Country Code	Area Code	Residence / House / Office	

Name of Joint Individual Applicant (as in NRIC/Passport) (not applicable for EPF Investment Scheme ("EPF"))


NRIC No. (new)	-	NRIC No. (old) / Passport No.	
Tel No.	-	Mobile	
Country Code	Area Code	Residence / House / Office	

### DETAILS OF INVESTMENT APPLICATION

**Notes to be read before completing this section:**

- Select a Distribution Instruction only if this is an initial investment in the relevant Fund(s) of RHB Asset Management Sdn Bhd ("RHBAM") and only if applicable. Depending on the Fund invested and subject to each respective Fund's Master Prospectus(es) / Prospectus(es) and its Supplementary(ies) (if any), income distribution will either be reinvested into further units in the relevant fund or be paid out.
- Distribution Instruction will be defaulted as per the relevant Fund's Master Prospectus(es) / Prospectus(es) and its Supplementary(ies) (if any), if no distribution instruction provided.
- Distribution for investment via the EPF Member's Investment Scheme will be automatically reinvested into the Fund. Distribution will continue to be reinvested upon conversion to Cash Plan after EPF released control, unless there is an existing investment in the same Fund with a distribution instruction provided earlier or RHBAM received a distribution instruction to opt for otherwise.
- If you wish to change your distribution instruction provided during the initial investment, kindly fill up 'Change of Income Distribution Instruction' form.
- For investment in **RHB Equity Trust Fund**, kindly provide the insurance beneficiary details / change of beneficiary by filling up the Insurance Beneficiary Nomination/Change of Insurance Beneficiary Form.
- Cheque/bank draft should be crossed and made payable to **"RHB ASSET MANAGEMENT SDN BHD - TRUST ACCOUNT"** for all funds. You should write your full name and NRIC No. on the back of each cheque. The cheque(s)/ bank draft(s) must be attached with this purchase/switch form.
- RHBAM is under no obligation to accept payments for investments via employees and / or Unit Trust Scheme Consultant ("UTSC") of RHBAM or any third party and may in its sole discretion reject such payments.
- If you are investing via Standing Instruction (i.e. for Regular Savings Plan), kindly fill up the Standing Instruction Form (i.e. RHB Direct Debit Authorisation Form for RHBAM) and/or of the relevant bank and attach it with this purchase/switch form.
- RHBAM reserves the right to reject forms which are incomplete, unclear and/or altered without the signature of the authorised signatory. Amendments using correction fluid are strictly prohibited.
- For EPF Members who are above age 55 years old (Akaun 55 and Akaun Emas) are allowed to perform withdrawal from EPF accounts for investment in the Unit Trust Funds. This shall be treated as type of withdrawal scheme from EPF. Upon successful withdrawal for purchase of Unit Trust Funds, the units created shall subsequently be deemed as cash investments, where subsequent transactions of switching and repurchase shall be treated similar to cash investments.
- For EPF Simpanan Syariah Akaun, Customers can only purchase or switch-in to shariah compliant unit trust funds.

### Investor Suitability Assessment

Remain as previous assessment  Update (please complete the Investor Suitability Assessment Form ("ISAF") provided)

Fund Name	***Plan Type	**Currency	Amount	****No. of years 1 - 5	Investment Type	*Distribution Instruction (not applicable for EPF)
					<input type="checkbox"/> Initial <input type="checkbox"/> Additional	<input type="checkbox"/> Reinvest <input type="checkbox"/> Credit into bank account
					<input type="checkbox"/> Initial <input type="checkbox"/> Additional	<input type="checkbox"/> Reinvest <input type="checkbox"/> Credit into bank account
					<input type="checkbox"/> Initial <input type="checkbox"/> Additional	<input type="checkbox"/> Reinvest <input type="checkbox"/> Credit into bank account
<b>TOTAL</b>						

\*Bank Account details for income distribution to be credited will be as per existing details maintained with RHBAM.

\*\* specify the currency acronym eg. RM etc

\*\*\* Note: C - Cash Plan ; S - Savings Plan ; E - EPF Plan

\*\*\*\* Applicable for Regular Savings Plan

Payment Mode for investment :

Cheque/Bank Draft (Bank \_\_\_\_\_ No. \_\_\_\_\_) (Payable to "RHB Asset Management Sdn Bhd - Trust Account")

EPF Investment Scheme ("EPF"). Please provide a completed KWSP 9N Form.

Online Transfer [i.e. IBG / RENTAS], kindly indicate the bank account which you banked into:

	Fund Name	Bank	Account No.		Fund Name	Bank	Account No.
1	All Funds except for items 3 to 8 below	RHB	2-64317-0002-6750	5	RHB Money Market Fund	RHB	2-14231-0003905-5
2	All Funds except for items 3 to 8 below	RHB Multi Currency (for foreign currencies)	6-64317-0000-0598	6	RHB Deposits Fund	RHB	2-64317-0002-6769
3	RHB Cash Management Fund 1	RHB	2-14129-0021227-9	7	RHB Cash Management Fund 2	RHB	2-14231-0003905-5
4	RHB Islamic Cash Management Fund	RHB	2-64317-0000042-5	8	RHB Malaysia Income Fund	RHB	2-14129-00245150
				9	Others		

### FOR OFFICE USE ONLY

Account No. \_\_\_\_\_

Transaction Sequence No. \_\_\_\_\_

Price of Transaction (RM/relevant currency) \_\_\_\_\_

Transaction Price Date \_\_\_\_\_

### FOR UTSC / DISTRIBUTOR USE ONLY

RHBAM / Distributor Branch Code / Stamp \_\_\_\_\_

Name of Staff / UTSC / Distributor \_\_\_\_\_

Staff / UTSC Code \_\_\_\_\_

FIMM Code \_\_\_\_\_

Signature of Staff / UTSC / Distributor \_\_\_\_\_

## DETAILS OF SWITCHING APPLICATION

- Note:**
- If allowed, minimum switch amount is to be adhered to.
  - A switching fee or difference in Sales Charge between switching funds, where applicable (as disclosed in the relevant Prospectus, Information Memorandum, Disclosure Document and any supplementary thereto) on the amount to be switched shall be imposed and netted off from the value to be switched
  - For partial switching, minimum amount to be maintained in the original Fund as stated in the relevant Information Memorandum, Master Prospectus(es) / Prospectus(es), Disclosure Document and its Supplementary(ies) (if any).
  - In the event any request for partial switching results in the customer holding less than the minimum balance of units required, RHBAM reserves the right to fully switch all the units held by the Customer.
  - For switching, if full, all units in the account shall be switched.

SWITCH FROM		
Fund Name	*Currency	Units
1		
2		
3		

SWITCH TO		
Fund Name	*Currency	**Distribution Instruction
1		<input type="checkbox"/> Reinvest <input type="checkbox"/> Credit into bank account
2		<input type="checkbox"/> Reinvest <input type="checkbox"/> Credit into bank account
3		<input type="checkbox"/> Reinvest <input type="checkbox"/> Credit into bank account

\* specify the currency acronym eg. RM etc

\*\*Bank Account details for income distribution to be credited will be as per existing details maintained with RHBAM. If there is any changes to the Bank Account details, kindly provide the latest details by filling up the Updating of Client's Particulars Form.

## LOAN FINANCING RISK DISCLOSURE STATEMENT

Investing in a unit trust fund with borrowed money is more risky than investing with your own savings. You should assess if loan financing is suitable for you in light of your objectives, attitude to risk and financing circumstances. You should be aware of the risk, which would include the following:-

- The higher the margin of financing (that is, the amount of money you borrow for every Ringgit of your own money that you put in as deposit or down payment) the greater the loss or gain on your investment.
- You should assess whether you have the ability to service the repayments on the proposed loan. If your loan is a variable rate loan, and if interest rates rise, your total repayment amount will be increased.
- If unit prices fall beyond a certain level, you may be asked to provide additional acceptable collateral (where units are used as collateral) or pay additional amounts on top of your normal instalments. If you fail to comply within the prescribed time, your units may be sold towards the settlement of your loan.
- Returns on unit trusts are not guaranteed and may not be earned evenly over time. This means that there may be some years where returns are high and other years where losses are incurred instead. Whether you eventually realise a gain or incur loss may be affected by the timing of the sale of your units. The value of units may fall just when you want your money back even though the investment may have done well in the past.
- This brief statement cannot disclose all the risks and other aspects of loan financing. You should therefore carefully study the terms and conditions before you decide to take the loan. If you have doubts in respect of any aspect of this Risk Disclosure Statement or the terms of the loan financing, you should consult the institution offering the loan.

I / We acknowledge that I / We have read and understood the contents of the investment Loan Financing Risk Disclosure Statement. I / We do declare and represent that as at the date hereof, I / We am / are not an undischarged bankrupt nor has any petition for bankruptcy been filed against me/us. With the completion of this purchase/switch form, it constitutes that I / we have read, understood and agreed to be bound by the notes, terms and conditions stated in this purchase/switch form. I / We also accept and acknowledge that RHB Asset Management Sdn Bhd has absolute discretion to reply on facsimile confirmation from me and undertake to indemnify and hold harmless RHB Asset Management Sdn Bhd, its employees and UTSC at all costs, expenses, loss of liabilities, claims and demands arising out of this confirmation.

## DECLARATIONS AND SIGNATURES

- I / We acknowledge that I / We have received, read and understood the relevant Master Prospectus(es) / Prospectus(es) and its Supplementary(ies) (if any) for the Fund(s) to be invested in, the Terms and Conditions of this purchase/switch form and I/We undertake to be bound by them for my / our initial and subsequent transactions with RHB Asset Management Sdn Bhd ("RHBAM").
- I/We undertake to be bound by the provisions of the documents constituting the Fund(s) subscribed to as if I was/We were a party thereto.
- I/We acknowledge that I/We are aware of the fees and charges that I/We will incur directly or indirectly when investing in the Fund(s).
- I/We hereby declare and acknowledge that I/We have sole legal and proprietary right over all monies accompanying this application.
- I/We hereby agree to apply the risk tolerance profile maintained with RHBAM for my subscription and/or switching/transfer. And if there are any changes to my/our risk tolerance profile, I/we will notify and furnish RHBAM with the updated Investor Suitability Assessment Form.
- I/We agree and undertakes to notify RHBAM immediately of any change in my particulars and bank account.
- With the completion and execution of this purchase/switch form, I/We, the abovenamed unitholder(s)/member(s), agree that all facsimile and/or electronic mails ("emails") confirmation(s) are conclusive and irrevocable as to its terms and contents. I/We further acknowledge and accept that RHBAM:
  - is hereby authorised and has absolute discretion to rely on facsimile and/or emails confirmation(s) from me/us;
  - shall not be responsible or incur any liability(ies) to me/us arising out of or in connection with RHBAM acting in accordance with the facsimile and/or emails confirmation(s), notwithstanding any error, misunderstanding, fraud or lack of clarity in the terms of such instruction(s), and whether or not such facsimile and/or emails confirmation(s) was made or given with or without the authorisation of the abovenamed unitholder(s)/member(s); and
  - I/We further undertake to indemnify and hold harmless RHBAM, its employees and its Unit Trust Scheme Consultants against all actions, costs (including any legal cost incurred), suits, proceeding, damages, expenses, losses, liabilities, claims and demands arising out of (whether directly or indirectly or in connection with) any inaccuracy of the declarations and inaccurate information provided herein.

## TERMS AND CONDITIONS

### Regular Savings Plan (RSP)

- The Customer acknowledges that RHBAM reserves the right to terminate the RSP when the nominated funds is disabled for purchase, terminated or suspended.
- The Customer has the sole responsibility of having sufficient monies in the bank account to ensure that the RSP transactions are successful and the Customer shall be liable for any losses or damages incurred by RHBAM in executing the failed transactions.
- The Customer has the right at any time to terminate the RSP and/or modify the RSP through changing the nominated Fund, the nominated amount or the number of years of investment.
- RHBAM has the absolute right at any time to terminate the RSP if direct debit authorisation failed for more than three (3) times consecutively.

### Electronic Services

RHBAM may from time to time provide to the applicant its electronic services such as website, computer, telephone, mobile telephone services or systems (including but not limited to services or information accessible through RHBAM's proprietary software or mobile technology) ("Electronic Services"). The applicant will be automatically enrolled to receive fund's reports and notices in electronic form. If the applicant wishes to receive the reports and notices in printed copies, the applicant may opt out from the Electronic Services by informing RHBAM in writing.

- RHBAM may engage in any services include as part of such Electronic Services from time to time for the purpose of :
  - viewing information and details relating to the applicant's – viewing and/or printing of account information such as fund reports, statements, advices of transactions and/or other communications in electronic form;
  - transmitting Orders to RHBAM for execution;
  - access to, including but not limited to key market indicators and real-time quotes;
 And if the applicant does not wish to utilise the Electronic Services, the applicant may choose to opt out by informing RHBAM in writing.
- RHBAM shall be entitled to
  - modify, suspend or terminate the operation of the Electronic Services; or
  - suspend or terminate the Customer's access to or use of the Electronic Services at any time with or without notice.

For avoidance of doubt, any modification, cancellation, termination or suspension of the Electronic Services shall not entitle any Customer to any claims against RHBAM or compensation arising from any losses or damages suffered or incurred by the Customer as a direct or indirect result of the act of modification, cancellation, termination or suspension of the Electronic Services.

### Unclaimed Moneys

- All money payable to a Unit Holder may be paid by telegraphic transfer or electronic payments or cheques. However, after the lapse of one (1) year from the date of the cheque or any moneys payable to Unit Holders which remain unclaimed for such period of time, the Manager shall file and pay the unrepresented payments to the Registrar of Unclaimed Moneys in accordance with the requirements of the Unclaimed Moneys Act, 1965. Thereafter, the Unit Holders are to claim such monies from the Registrar of Unclaimed Moneys.
- In the event of payment of income distribution to Unit Holders in the form of cheque, and the cheque is not presented for payment by the date which falls six (6) months from the date of issuance of the said cheque, the Unit Holder shall be deemed to have authorised the Manager to reinvest the moneys in additional Units as at Net Asset Value per Unit at such date as may be determined by the Manager provided always that the Unit Holder still has an active account with the Manager. If the Unit Holder no longer has an account with the Manager, after the lapse of one (1) year from the date of the cheque, the Manager shall file and pay the unrepresented payments to the Registrar of Unclaimed Moneys. Thereafter, the Unit Holders are to claim such monies from the Registrar of Unclaimed Moneys.

## ALL APPLICANTS MUST SIGN THIS PURCHASE/SWITCH FORM

<p><b>Individual Applicant/Authorised Signatory (ies)</b></p> <p><b>Name:</b></p> <p><b>Date:</b></p>	<p><b>Joint Individual Applicant/Authorised Signatory (ies)</b></p> <p><b>Name:</b></p> <p><b>Date:</b></p>	<p>Company Stamp / Common Seal</p>
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Note: Pre-signed purchase/switch form is strictly prohibited as provided under FIMM's Code of Ethics and Rules of Professional Conduct.