

## SECOND SUPPLEMENTARY PROSPECTUS

**This second supplementary prospectus is dated 10 July 2023, which must be read together with the prospectus dated 13 November 2018 and the supplementary prospectus dated 8 March 2021 for: -**

<b>Name of the Fund</b>	<b>Constitution Date of the Fund</b>
RHB Shariah China Focus Fund	11 October 2018

### **Manager**

RHB Islamic International Asset  
Management Berhad  
200901036354 (879478-A)  
(A member of RHB Banking Group)

### **Trustee**

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

**FOR INFORMATION CONCERNING CERTAIN RISK FACTORS WHICH SHOULD BE CONSIDERED BY PROSPECTIVE INVESTORS, SEE “RISK FACTORS” COMMENCING ON PAGE 15 OF THE PROSPECTUS DATED 13 NOVEMBER 2018 AND PAGE 9 OF THIS SECOND SUPPLEMENTARY PROSPECTUS.**

**INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THIS SECOND SUPPLEMENTARY PROSPECTUS DATED 10 JULY 2023 WHICH IS TO BE READ TOGETHER WITH THE PROSPECTUS DATED 13 NOVEMBER 2018 AND THE SUPPLEMENTARY PROSPECTUS DATED 8 MARCH 2021.**

### **Responsibility Statement**

This second supplementary prospectus dated 10 July 2023 (“Second Supplementary Prospectus”) has been reviewed and approved by the directors of RHB Islamic International Asset Management Berhad and they collectively and individually accept full responsibility for the accuracy of the information. Having made all reasonable enquiries, they confirm to the best of their knowledge and belief, that there are no false or misleading statements, or omission of other facts which would make any statement in this Second Supplementary Prospectus false or misleading.

### **Statements of Disclaimer**

The Securities Commission Malaysia has authorised the Fund and a copy of this Second Supplementary Prospectus, the prospectus dated 13 November 2018 (“the Prospectus”) and the supplementary prospectus dated 8 March 2021 (“the Supplementary Prospectus”) (collectively, “the Prospectuses”) have been registered with the Securities Commission Malaysia.

The authorisation of the Fund, and registration of these Prospectuses, 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 the Prospectuses.

The Securities Commission Malaysia is not liable for any non-disclosure on the part of RHB Islamic International Asset Management Berhad, the management company responsible for the Fund and takes no responsibility for the contents in the Prospectuses. The Securities Commission Malaysia makes no representation on the accuracy or completeness of the Prospectuses, 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 the Prospectuses that is false, misleading, or from which there is a material omission; or for any misleading or deceptive act in relation to the Prospectuses or the conduct of any other person in relation to the Fund.

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

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## GENERAL

1. The reference to “interim report(s)” wherever it appears in the Prospectuses will be amended to “semi-annual report(s)”.

### A. AMENDMENTS TO THE DEFINITIONS

1. The definition of “Business Day” on page 1 of the Prospectus is hereby deleted in its entirety and replaced with the following:

**Business Day**                      A day (other than a Saturday, Sunday and public holiday) on which Bursa Malaysia is open for trading and/or banks in Kuala Lumpur are open for business; and the markets in which at least 50% of the Fund’s Net Asset Value (in aggregate) is invested therein, are also open for trading.

2. The definition of “Deed” on page 1 of the Prospectus is hereby deleted in its entirety and replaced with the following:

**Deed**                                      The deed dated 11 October 2018 as modified via its first supplemental deed dated 17 January 2023 and any other supplemental deeds that may be registered with the Securities Commission from time to time.

3. The definition of “Eligible Market” on page 1 of the Prospectus is hereby deleted in its entirety and replaced with the following:

**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.

4. The following definition of “EPF” is hereby inserted immediately after the definition of “Eligible Market” on page 1 of the Prospectus:

**EPF**    Employees Provident Fund.

5. The following definition of “EPF-MIS” is hereby inserted immediately after the definition of “EPF” on page 1 of the Prospectus:

**EPF-MIS**                                  Employees Provident Fund – Members’ Investment Scheme.

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6. The following definition of “financial institution(s)” is hereby inserted immediately after the definition of “FIMM” on page 1 of the Prospectus:

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.

7. The following definitions of “Guidelines” and “IUTA(s)” are hereby inserted immediately after the definition of “Fund” on page 1 of the Prospectus:

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).

8. The following definition of “US Person” is hereby inserted immediately after the definition of “USD Class” on page 3 of the Prospectus:

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.

## **B. AMENDMENTS TO THE CORPORATE DIRECTORY**

1. The information on the Manager on page 4 of the Prospectus is hereby deleted in its entirety and replaced with the following:

### **MANAGER**

RHB Islamic International Asset Management Berhad

### **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 8107  
E-mail: [rhbiam.enquiry@rhbgroup.com](mailto:rhbiam.enquiry@rhbgroup.com)  
Website: [www.rhbgroup.com](http://www.rhbgroup.com)

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2. The information on the Shariah Adviser on page 4 of the Prospectus and Section 1 on page 1 of the Supplementary Prospectus is hereby deleted in its entirety and replaced with the following:

**SHARIAH ADVISER**  
RHB Islamic Bank Berhad

**REGISTERED OFFICE**  
Level 10, Tower 1,  
RHB Centre, Jalan Tun Razak  
50400 Kuala Lumpur  
Tel: 03-9287 8888  
Fax: 03-9280 6507

**BUSINESS OFFICE**  
Level 11, Tower 3  
RHB Centre, Jalan Tun Razak  
50400 Kuala Lumpur  
Tel: 03-9287 8888  
Fax: 03-9280 6507  
Website: [www.rhbgroup.com](http://www.rhbgroup.com)

3. The information on the Trustee on page 4 of the Prospectus and Section 2 on page 1 of the Supplementary Prospectus is hereby deleted in its entirety and replaced with the following:

**TRUSTEE**  
HSBC (Malaysia) Trustee Berhad

**REGISTERED OFFICE & BUSINESS OFFICE**  
Level 19, Menara IQ,  
Lingkaran TRX,  
55188 Tun Razak Exchange,  
Kuala Lumpur  
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)

## **C. AMENDMENTS TO THE FUND INFORMATION**

1. A new Section 1.1.2A Fund Type is hereby inserted immediately after Section 1.1.2 Fund Category on page 5 of the Prospectus:

### **1.1.2A Fund Type**

Growth.

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2. The information on “Islamic Collective Investment Schemes” in Section 1.2.5 on page 8 of the Prospectus is hereby deleted in its entirety and replaced with the following:

### **1.2.5 Islamic Collective Investment Schemes**

The Manager will only make such investments that are consistent with the objective and enhance the performance of this Fund. In addition, the Manager will only make such investments if the Islamic 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 Islamic collective investment schemes (if any) shall always be made subject to the restrictions stipulated in section 1.3 (f), (g), (m) and (q).

3. The information on “Islamic Financial Derivatives” in Section 1.2.6 on page 8 of the Prospectus is hereby deleted in its entirety and replaced with the following:

### **1.2.6 Islamic Financial Derivatives**

Where appropriate, the Fund or the USD Class may participate in Islamic financial derivatives such as Islamic currency forwards, Islamic swaps or any other categories of financial derivatives which are structured in a Shariah-compliant manner, permitted by the relevant authorities from time to time, when appropriate. Such participation in Islamic financial derivatives shall commence only if the structure of the Islamic financial derivatives as well as the underlying financial instruments complies with Shariah requirements. The Fund’s or the USD Class’s participation in Islamic financial derivatives is to hedge the investment portfolio/ USD Class from exposure to foreign currency volatility arising from investment portfolio/ translation in USD Net Asset Value computation when the base currency of the Fund is different from USD. Hence, the benefit of any upside of currency movements is limited. The purpose of hedging is to protect the value of the portfolio.

When participating in such Islamic financial derivatives, the Manager will monitor the Islamic derivative valuation and credit ratings of the financial institutions as counterparty to the instruments, where applicable and take appropriate actions to mitigate any risk associated with such Islamic financial derivatives. This may extend to unwinding of Islamic financial derivative if there is a need to terminate current position due to reversal in market movement, redemptions in Units or upon downgrade of the credit ratings of the Islamic financial institutions. 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 Islamic financial derivative not involved in netting or hedging arrangements; (b) absolute value of the net exposure of each individual Islamic financial derivative after netting or hedging arrangements; and (c) the values of cash collateral received pursuant to the reduction of exposure to counterparties of over-the-counter (“OTC”) Islamic financial derivatives. The Fund’s holding in Islamic financial derivatives (if any) shall always be subject to the restrictions stipulated in section 1.3 (e), (n), (o) and (p).

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4. The information on “Foreign Shariah-compliant Securities” in Section 1.2.7 on pages 8 to 9 of the Prospectus is hereby deleted in its entirety and replaced with the following:

### **1.2.7 Foreign Shariah-compliant Securities**

The Fund may invest minimum 70% of Net Asset Value in Shariah-compliant securities of companies listed on or traded in foreign markets which includes, but not limited to, Hong Kong SAR, People’s Republic of China, Taiwan, Singapore, the United States of America and the United Kingdom. The Fund’s investments may also include Islamic collective investment schemes (including Islamic REITs and Islamic ETFs) domiciled in Singapore, Hong Kong SAR, Luxembourg, the United Kingdom and the United States of America.

5. The information on “Permitted Investments and Restrictions” in Section 1.3 on pages 9 to 11 of the Prospectus is hereby deleted in its entirety and replaced with the following:

### **1.3 Permitted Investments and Restrictions**

This Fund may invest or participate in Shariah-compliant securities of and Shariah-compliant securities relating to<sup>^</sup> companies listed on Bursa Malaysia or traded in or listed on any other market considered as an Eligible Market, sukuk traded in or under the rules of an Eligible Market, unlisted Shariah-compliant equities or Shariah-compliant equity related securities<sup>^</sup> that are traded in or under the rules of an Eligible Market, Islamic collective investment schemes, Islamic financial derivatives for hedging purposes only, Islamic liquid assets (comprising Islamic money market instruments and Islamic deposits with Islamic financial institutions and Islamic collective investment schemes investing in Islamic money market instruments and/or Islamic deposits with Islamic financial institutions) and any other Shariah-compliant investments permitted by the SACSC and/or the Shariah Adviser from time to time. Consequently, all investments for this Fund are to be designated as Shariah-compliant and in this regard, the Shariah Adviser will advise on the selection of investments to ensure compliance with Shariah requirements.

<sup>^</sup> With respect to Shariah-compliant equity related securities comprising Shariah-compliant warrants and convertibles, the Fund will only invest in Shariah-compliant warrants and convertibles that are capable of being converted into new shares.

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

- (a) The aggregate value of the Fund’s investments in unlisted Shariah-compliant 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 Shariah-compliant 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.

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- (c) The value of the Fund's investments in Shariah-compliant transferable securities (i.e. Shariah-compliant equities and Shariah-compliant warrants that are capable of being converted into shares) and Islamic 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 Islamic 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 Shariah-compliant transferable securities, Islamic money market instruments, Islamic deposits, underlying assets of Islamic financial derivatives and counterparty exposure arising from the use of OTC Islamic 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 an Islamic collective investment scheme must not exceed twenty (20) per cent of the Fund's Net Asset Value provided that the Islamic collective investment scheme complies with paragraphs (q)(i), (ii) and (iii), excluding Islamic 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 an Islamic collective investment scheme that invests in real estate pursuant to paragraph (q)(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 Shariah-compliant transferable securities and Islamic 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.

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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 Islamic deposits arising from:
  - i. subscription monies received prior to the commencement of investment by the Fund;
  - ii. liquidation of investments prior to the termination of the Fund, where the placement of Islamic deposits with various financial institutions would not be in the best interests of Unit Holders; or
  - iii. monies held for the settlement of redemption or other payment obligations, where the placement of Islamic deposits with various financial institutions would not be in the best interest of Unit Holders.
- (k) The Fund's investments in Shariah-compliant shares or Shariah-compliant securities equivalent to shares must not exceed ten (10) per cent of the Shariah-compliant shares or Shariah-compliant 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 Islamic money market instruments must not exceed ten (10) per cent of the instruments issued by any single issuer, or any other limit as may be prescribed by the Securities Commission from time to time. This limit does not apply to Islamic money market instruments that do not have a pre-determined issue size.
- (m) The Fund's investments in Islamic collective investment scheme must not exceed twenty-five (25) per cent of the units or shares in the Islamic collective investment scheme, or any other limit as may be prescribed by the Securities Commission from time to time.
- (n) The counterparty of an OTC Islamic 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 Islamic financial derivative. The total exposure to a single counterparty is calculated by summing the exposure arising from all OTC Islamic financial derivative transactions entered into with the same counterparty.
- (o) The Fund's exposure to the underlying assets (vide the Islamic 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.

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- (p) The Fund's global exposure from its Islamic financial derivatives 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.
- (q) The Fund may invest in other Islamic collective investment scheme that fall within the following categories:
- i. an Islamic collective investment scheme authorised or recognised by the Securities Commission; or
  - ii. an Islamic collective investment scheme that meets the following criteria:
    - the Islamic 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 Islamic 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 Islamic 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. an Islamic collective investment scheme that meets the following criteria:
    - the Islamic 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 Islamic collective investment scheme meets the criteria imposed on transferable securities as prescribed under the Guidelines;
    - the units or shares in the Islamic collective investment scheme are listed for quotation and traded on a stock exchange that is an Eligible Market; and
    - the Islamic 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 Shariah-compliant 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 Shariah-compliant investments; (b) repurchase of Units or payment made out of the Fund; (c) change in capital of a corporation in which the Fund has invested in; or (d) downgrade in or cessation of a credit rating, 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 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 1.3 however, do not apply to Shariah-compliant securities or Shariah-compliant instruments that are issued or guaranteed by the Malaysian government or Bank Negara Malaysia.

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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.

## **D. AMENDMENTS TO THE RISK FACTORS**

1. The following information is hereby inserted immediately after "e) Reclassification of Shariah status risk" in Section 2.2 Specific Risks when Investing in this Fund on page 18 of the Prospectus:

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

#### **f) Liquidity Risk**

This refers to the ease with which an asset can be sold at or near its fair value depending on the volume traded on the market. Should an asset 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 and may affect the ability of the Fund to honour requests for redemption in a timely manner. To mitigate the liquidity risk, the Fund maintains a reasonable level of Islamic liquid asset to meet any redemption request.

2. A new section 2.3 Risk Management Strategies is hereby inserted immediately after the end of Section 2.2 Specific Risks when Investing in this Fund on page 18 of the Prospectus:

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 1.2.6 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 Islamic liquid assets to meet the Unit Holders' redemption requests.
- There will be regular review by the designated fund manager on the Fund's investment portfolio.

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- 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 obtain Islamic financing facility on a temporary basis from financial institutions as permitted under the Guidelines to meet the Unit Holders’ redemption requests.

## **E. AMENDMENTS TO THE VALUATION OF ASSETS**

The information on “Valuation of Assets” in Section 3 on pages 18 to 19 of the Prospectus is hereby deleted in its entirety and replaced with the following:

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

The assets of 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. 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, i.e. 19 April 2023 (Wednesday). Thus, the publication date for the price 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 price 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:

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

However, if: -

- a valuation based on the market price does not represent the fair value of the Shariah-compliant securities, for example during abnormal market conditions; or

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- (b) no market price is available, including in the event of a suspension in the quotation of Shariah-compliant securities for a period exceeding fourteen (14) days, or such shorter period as agreed by the Trustee,

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

- (ii) Investments in unlisted Shariah-compliant securities will be valued at 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) Islamic collective investment schemes which are quoted on an approved exchange shall be valued daily based on the last done market price. When investing in unlisted Islamic collective investment schemes, the value shall be determined by reference to the last published repurchase price of a unit of that unlisted Islamic collective investment scheme.
- (iv) Islamic financial derivatives positions will be “marked to market” at the close of each trading day.
- (v) Islamic deposits placed with financial institutions will be valued each day by reference to the principal value of such investments and the profits accrued thereon for the relevant period.
- (vi) Islamic money market instruments that are held for collecting contractual cash flow purpose i.e. Islamic 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 an Islamic 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 Islamic money market instrument in the event the variance is above 3%.

Islamic 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.

- (vii) Foreign exchange translation of foreign investments for a particular Business Day is determined based on bid rate quoted by Bloomberg or Reuters at 4:00 p.m. (United Kingdom time) or such other time as may be prescribed from time to time by the relevant governing body or authority.
- (viii) Any other Shariah-compliant 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.

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## **F. AMENDMENTS TO THE FEES, CHARGES AND EXPENSES**

1. The following information is hereby inserted immediately after Note No. 3 in Section 4.1 (a) on page 20 of the Prospectus:

<sup>4</sup> 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.

2. The second paragraph of Section 4.1 (c) (i) on page 20 of the Prospectus is hereby deleted in its entirety and replaced with the following:

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 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.

3. The information on "Policy on Rebates and Soft Commissions" in Section 4.4 on page 22 of the Prospectus is hereby deleted in its entirety and replaced with the following:

### **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 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. The information on "Tax" in Section 4.5 on page 22 of the Prospectus is hereby deleted in its entirety and replaced with the following:

### **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.

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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.***

## **G. AMENDMENTS TO THE TRANSACTION INFORMATION**

1. The last paragraph of Section 5.5 Pricing Error Policy on pages 25 to 26 of the Prospectus is hereby deleted in its entirety and replaced with the following:

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 (in the case of a foreign currency Class, 10.00 denominated in the currency denomination of the foreign currency Class) or more.

2. The information on “How to Purchase and Redeem Units” in Section 5.6 (a) on page 26 of the Prospectus and Section C on pages 2 to 3 of the Supplementary Prospectus is hereby deleted in its entirety and replaced with the following:

### **(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 this Fund for the respective Classes are as follows:

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	RM Class	USD Class
<b>Minimum initial investment</b>	RM 100.00	USD 100.00
<b>Minimum additional investment</b>	RM 100.00	USD 100.00

However, the Manager may from time to time accept 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:

<sup>1</sup>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.

<sup>2</sup>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).

- The information on “Cooling-off Period” in Section 5.6 (b) on pages 26 to 27 of the Prospectus is hereby deleted in its entirety and replaced with the following:

**(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:

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- (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 the investor's 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.

- 4. The information on "Where Units can be Purchased or Redeemed" in Section 5.6 (c) on page 27 of the Prospectus is hereby deleted in its entirety and replaced with the following:

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

Units can be purchased or redeemed at the Manager's registered/principal office or any of its branch offices or from 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 [rhbiiam.enquiry@rhbgroup.com](mailto:rhbiiam.enquiry@rhbgroup.com).

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

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5. The information on “How to Switch between Funds” in Section 5.6 (d) on page 27 of the Prospectus and Section C on page 3 of the Supplementary Prospectus is hereby deleted in its entirety and replaced with the following:

**(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 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 on any Business Day. The minimum amount for a switch into another fund is one hundred (100) Units or such other quantity 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.

6. The information on “Availability of Information on Investment” in Section 5.6 (g) on page 28 of the Prospectus is hereby deleted in its entirety and replaced with the following:

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

After purchasing Units of the Fund, the value of the investment can be monitored easily as the Unit price 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 **[rhbiim.enquiry@rhbgroup.com](mailto:rhbiim.enquiry@rhbgroup.com)**.

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

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

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

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## **H. AMENDMENTS TO THE SALIENT TERMS OF THE DEED**

1. The information on “Salient Terms of the Deed” in Section 6 on page 29 of the Prospectus is hereby deleted in its entirety and replaced with the following:

### **6. SALIENT TERMS OF THE DEED**

The deed dated 11 October 2018 as modified via its first supplemental deed dated 17 January 2023 and any other supplemental deeds that may be registered with the Securities Commission from time to time.

2. The information on “Rights of Unit Holders” in Section 6.1.2 on pages 29 to 30 of the Prospectus is hereby deleted in its entirety and replaced with the following:

#### **6.1.2 Rights of Unit Holders**

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

- (a) to receive distributions of the Fund (if any), and if entitled to that Class, 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 the 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, we 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.

3. The information on “Termination of the Fund or a Class” in Section 6.4 on page 33 of the Prospectus is hereby deleted in its entirety and replaced with the following:

#### **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 or Securities Commission’s authorisation is withdrawn under section 256E of the Capital Markets and Services Act 2007.
- (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

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- 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 the Unit Holders 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 at any time if the Manager deems it uneconomical to continue managing the Fund or the Class and that the termination of the Fund or the Class is in the best interest of the Unit Holders.

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

4. The information on "Quorum" in Section 6.5.1 on page 33 of the Prospectus is hereby deleted in its entirety and replaced with the following:

#### **6.5.1 Quorum**

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.

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 Class, as the case may be, at the time of the Meeting.

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.

## **I. AMENDMENTS TO THE MANAGEMENT AND ADMINISTRATION OF THE FUND**

1. The information on "Board of Directors" in Section 7.2 on pages 34 to 35 of the Prospectus and Section D on pages 4 to 5 of the Supplementary Prospectus is hereby deleted in its entirety and replaced with the following:

#### **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,

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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).

2. The information on "Functions of the Manager" in Section 7.3 on page 35 of the Prospectus is hereby deleted in its entirety and replaced with the following:

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

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

- Selecting and managing investments of the Fund;
- Executing, supervising and valuing investments of the Fund;
- Arrangement of sale and repurchase of Units;
- Keeping 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.

3. The information on "The Investment Committee" in Section 7.4 on page 35 of the Prospectus is hereby deleted in its entirety.
4. The information on "The Investment Team" in Section 7.5 on pages 35 to 36 of the Prospectus and Section E on page 5 of the Supplementary Prospectus is hereby deleted in its entirety and replaced with the following:

### **7.5 The Investment Team**

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

#### **Designated fund manager of the Fund is Chong Eu Shing.**

Chong Eu Shing joined RHB Islamic International Asset Management Berhad ("RHBIIAM") in September 2022 as the senior equity portfolio manager. She has more than 13 years of experience in the financial services industry with a combination of equity research and portfolio management skill sets. She first started as quantitative analyst carrying out funds' performance attribution and factor back testing in 2009, before she advanced to equities research to cover Malaysia healthcare and consumer sector in Amlslamic Funds Management. Subsequently, she progressed to fund

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management by managing local client funds and eventually expand to ASEAN and Asia Pacific portfolios. Prior to joining RHBILAM, she was managing Asia Pacific ex Japan mandate for institutional funds. She holds a Bachelor degree in Financial Engineering (Hons) from Multimedia University, Cyberjaya and became a Chartered Financial Analyst Charterholder in 2015. She is also a Capital Markets Services Representative's Licence holder for fund management.

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

5. The information on “Roles and Responsibilities of the Shariah Adviser” and “Members of RHB Islamic Bank’s Shariah Committee” in Section 7.8 Shariah Adviser on pages 36 to 39 of the Prospectus and Section F on pages 6 to 8 of the Supplementary Prospectus is hereby deleted in its entirety and replaced with the following:

## **7.8 Shariah Adviser**

### **Roles and Responsibilities of the Shariah Adviser**

The Shariah Adviser is backed by the respective Shariah Committee of RHB Islamic Bank, which comprises eminent Shariah scholars from various jurisdictions. The Shariah Adviser also conducts monthly review of the Fund to ensure compliance with Shariah principle.

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

- 1) To ensure that the Fund is managed and administered in accordance with Shariah principles.
- 2) To provide expertise and advice in all matters relating to Shariah principles, including the Fund’s deed and prospectus, its structure, and ensure that all aspect of the Fund are in accordance with Shariah requirement.
- 3) To consult with Securities Commission where there is any ambiguity or uncertainty as to any Shariah matters.
- 4) To ensure that all applicable Shariah rulings, principles and concepts endorsed by the SACSC are complied with.
- 5) To act with due care, skill and diligence in carrying out its duties and responsibilities.
- 6) To review the report of compliance officer or any investment transaction reports provided by, or duly approved by, the Trustee to ensure that the Fund’s management business and investments activities are Shariah-compliant.
- 7) To prepare a report to be included in the Fund’s semi-annual and annual reports certifying whether the Fund have been managed and administered in accordance with Shariah principles for the respective periods concerned.
- 8) To apply *ijtihad* (intellectual reasoning) to ensure all aspects relating to the Fund are in compliance with Shariah, in the absence of any rulings, principles and concepts endorsed by the Securities Commission.

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## **Members of RHB Islamic Bank’s Shariah Committee**

The members of RHB Islamic Bank’s Shariah Committee are the designated persons responsible for the Shariah matters of the Fund. The list of members of RHB Islamic Bank’s Shariah Committee are available on the Manager’s website, [www.rhbgroup.com](http://www.rhbgroup.com).

6. The information on “Other Information” in Section 7.9 on page 40 of the Prospectus is hereby deleted in its entirety and replaced with the following:

### **7.9 Other Information**

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

## **J. AMENDMENTS TO THE TRUSTEE OF THE FUND**

1. The information on “The Trustee of the Fund” in Section 8 on page 40 of the Prospectus is hereby deleted in its entirety and replaced with the following:

### **8. THE TRUSTEE OF THE FUND**

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, Malaysia.

2. The information on “Trustee’s Delegate” in Section 8.5 on pages 40 to 41 of the Prospectus and Section G on pages 8 to 9 of the Supplementary Prospectus is hereby deleted in its entirety and replaced with the following:

### **8.5 Trustee’s Delegate**

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

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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 asset:

The Hongkong and Shanghai Banking Corporation Limited  
6/F, Tower 1,  
HSBC Centre,  
1 Sham Mong Road, Hong Kong.  
Telephone No: (852)2288 1111

For local asset:

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

## **K. AMENDMENTS TO THE RELATED-PARTY TRANSACTION AND CONFLICT OF INTEREST**

1. The first paragraph on "Related-party Transaction and Conflict of Interest" in Section 9 on page 42 of the Prospectus is hereby deleted in its entirety and replaced with the following:

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

The directors and officers of the Manager, and the person(s) or members of a 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 a 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.

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2. The first paragraph on “HSBC (Malaysia) Trustee Berhad” in Section 9 on pages 42 to 43 of the Prospectus is hereby deleted in its entirety and replaced with the following:

**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.

**L. AMENDMENTS TO THE TAX ADVISER’S LETTER ON THE TAXATION OF THE FUND AND UNIT HOLDERS**

The information on “Tax Adviser’s Letter on the Taxation of the Fund and Unit Holders” in Section 10 on pages 44 to 47 of the Prospectus and Section H on pages 9 to 13 of the Supplementary Prospectus is hereby deleted in its entirety and replaced with the following:

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

10 March 2023

Dear Sirs

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

This letter has been prepared for inclusion in this second supplementary prospectus in respect of RHB Shariah China Focus Fund (“the Fund”).

**Taxation of the Fund**

***Income Tax***

**INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THIS SECOND SUPPLEMENTARY PROSPECTUS DATED 10 JULY 2023 WHICH IS TO BE READ TOGETHER WITH THE PROSPECTUS DATED 13 NOVEMBER 2018 AND THE SUPPLEMENTARY PROSPECTUS DATED 8 MARCH 2021.**

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”).

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

Subject to certain exemptions, the income of the Fund in respect of investment income derived from or accruing in Malaysia 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 or profits 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

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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.

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- 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.

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

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<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.

**INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THIS SECOND SUPPLEMENTARY PROSPECTUS DATED 10 JULY 2023 WHICH IS TO BE READ TOGETHER WITH THE PROSPECTUS DATED 13 NOVEMBER 2018 AND THE SUPPLEMENTARY PROSPECTUS DATED 8 MARCH 2021.**

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 is 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.

It is proposed in the Budget 2023 that the tax rate of 17% will be reduced to 15% for the chargeable income of up to RM150,000, while the tax rate for the 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. The proposed changes will come into effect from YA 2023 and may be subject to further conditions.

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.

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The tax rate of 33% on chargeable income exceeding RM100 million would not apply to corporate unit holders in Malaysia that qualify for the preferential tax rate of 17% on chargeable income of up to RM600,000.

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 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

**INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THIS SECOND SUPPLEMENTARY PROSPECTUS DATED 10 JULY 2023 WHICH IS TO BE READ TOGETHER WITH THE PROSPECTUS DATED 13 NOVEMBER 2018 AND THE SUPPLEMENTARY PROSPECTUS DATED 8 MARCH 2021.**

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*

**M. THE PROSPECTUSES REMAINS IN FULL FORCE SUBJECT TO THE AMENDMENTS IN THIS SECOND SUPPLEMENTARY PROSPECTUS**

Subject only to the variations herein contained and such other alterations as may be necessary to make the Prospectuses consistent with this Second Supplementary Prospectus, the Prospectuses shall remain in full force and effect and shall be read and construed and be enforceable as if the terms of this Second Supplementary Prospectus were inserted therein by way of addition or substitution as the case may be.

**INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THIS SECOND SUPPLEMENTARY PROSPECTUS DATED 10 JULY 2023 WHICH IS TO BE READ TOGETHER WITH THE PROSPECTUS DATED 13 NOVEMBER 2018 AND THE SUPPLEMENTARY PROSPECTUS DATED 8 MARCH 2021.**

**RHB ASSET MANAGEMENT SDN BHD** 198801007231 (174588-X)  
**RHB ISLAMIC INTERNATIONAL ASSET MANAGEMENT BERHAD** 200901036354 (879478-A)  
 Level 8, Tower 2 & 3, RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur  
 Tel: 603-9205 8000 Fax: 603-9205 8100  
 Toll Free No: 1-800-88-3175 Website: www.rhbgroup.com

RHB ASSET MANAGEMENT SDN BHD  
 RHB ISLAMIC INTERNATIONAL ASSET MANAGEMENT BERHAD  
 Individual     Joint     Staff Application

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 BLANK INK PEN only**, and tick(✓) where applicable. For 1st time Investor(s), this form is required to be completed.

### PARTICULARS OF INDIVIDUAL APPLICANT

You MUST be 18 years old and above as at the date of this application. Please provide a copy of your NRIC or Passport.

Salutation	<input type="checkbox"/> Mr / En <input type="checkbox"/> Ms / Cik <input type="checkbox"/> Mrs / Puan <input type="checkbox"/> Dr <input type="checkbox"/> Datuk <input type="checkbox"/> Dato' <input type="checkbox"/> Datin <input type="checkbox"/> Other, please specify _____											
Name of Individual <small>(as in NRIC/Passport)</small>	_____ _____ _____											
Alias Name	_____ _____ _____											
Former Name	_____ _____ _____											
NRIC No. (new)	_____ - _____ - _____											
NRIC No. (old) / Passport No.* <small>* To fill up Expiry date</small>	_____						Expiry Date (DD/MM/YYYY)	_____ - _____ - _____				
Date of Birth (DD/MM/YYYY)	_____ - _____ - _____			Country of Birth								
Nationality	<input type="checkbox"/> Malaysian <input type="checkbox"/> Others <small>(please specify country)</small>											
Secondary nationality (If any)	Country			ID/Passport No			Expiry Date (DD/MM/YYYY)					
Tertiary nationality (If any)	Country			ID/Passport No			Expiry Date (DD/MM/YYYY)					
Permanent Resident Status	<input type="checkbox"/> Malaysian <input type="checkbox"/> Others <small>(please specify country)</small>			Permanent Resident No.								
Permanent/Registered Address (as in NRIC/Passport)	_____ _____ _____ _____											
Post Code	_____			Town / City								
State	_____			Country								
Correspondence / Mailing Address <small>(complete if different from permanent address)</small>	_____ _____ _____ _____											
Post Code	_____			Town / City								
State	_____			Country								
Tel No.	Country Code		Area Code		Residence / House			Mobile		-		
	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.







Nature of Business Applicant's Company/ Applicant's Employer

<input type="checkbox"/> Financial/Banking/ Investment	<input type="checkbox"/> Legal/Tax	<input type="checkbox"/> Telecommunications	<input type="checkbox"/> Hotel/ Restaurant	<input type="checkbox"/> Consultancy	<input type="checkbox"/> Government/ Government related
<input type="checkbox"/> Medical/Health/Science	<input type="checkbox"/> Education	<input type="checkbox"/> Real Estate/ Property	<input type="checkbox"/> Manufacturing	<input type="checkbox"/> Construction	<input type="checkbox"/> 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.

Employment Type

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

\*To tick the selection given

Monthly Income (RM)

**EXCHANGE CONTROL DECLARATION BY NON-MALYSIAN 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 :

<b>For FATCA Status</b>	<b>For CRS Status</b>	<b>For Joint Individual Applicant</b> I have been briefed and I hereby confirm I understand my tax residency/FATCA/CRS requirements. I hereby declare that I am :	<b>For CRS Status</b>
<input type="checkbox"/> Non-US individual with no US indicia	<input type="checkbox"/> Tax resident in Malaysia and do not have any foreign tax residency and/or foreign indicia	<input type="checkbox"/> Non-US individual with no US indicia	<input type="checkbox"/> Tax resident in Malaysia and do not have any foreign tax residency and/or foreign indicia
<input type="checkbox"/> * Non-US individual with US indicia		<input type="checkbox"/> * Non-US individual with US indicia	
<input type="checkbox"/> * US individual	<input type="checkbox"/> * A foreign tax resident with foreign indicia (including Malaysia, if applicable)	<input type="checkbox"/> * US individual	<input type="checkbox"/> * 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**

<input type="checkbox"/> Capital Growth	<input type="checkbox"/> Regular Income	<input type="checkbox"/> Capital Protection
<input type="checkbox"/> Education	<input type="checkbox"/> Wealth Accumulation	<input type="checkbox"/> Retirement

**Investment Experience**

<input type="checkbox"/> Unit Trust _____ year(s)	<input type="checkbox"/> Trading on Bursa Malaysia _____ year(s)
<input type="checkbox"/> Futures / Options _____ year(s)	<input type="checkbox"/> Others _____ year(s)
<input type="checkbox"/> No experience	

**Investment Time Frame**

<input type="checkbox"/> Long Term (> 5 years)	<input type="checkbox"/> Medium (3-5 years)	<input type="checkbox"/> Short Term (< 3 years)
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**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. Only one foreign 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

## 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
  - (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 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: rham@rhbgroup.com / rhibiam.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, butiran 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 urusan/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 urusan niaga saya/kami yang bertujuan untuk menjadi subjek penyerahhak, 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 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, terakluk 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](mailto:rham@rhbgroup.com) / [rhiiam.enquiry@rhbgroup.com](mailto:rhiiam.enquiry@rhbgroup.com)

Saya/Kami mengakui bahawa Kumpulan Perbankan RHB boleh mengubahsuai 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 kecemasan, 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 ("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 (INDIVIDUAL APPLICANT)**

I/We acknowledge that I/We have read 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> Name : _____ NRIC/Passport No: _____ Date : _____	<b>Joint Individual Applicant</b> Name : _____ NRIC/Passport No: _____ Date : _____

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. \_\_\_\_\_

**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 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/SOCISO/Pension/Gratuity
- F05 Scholarship/Allowance/Edu Loan/Financing
- F07 Divorce Sett/Compensation
- F09 Dividends/Profits
- F11 Commission
- F13 Welfare Allowance
- F15 FD/Term Deposit Placement Roll Over/Renewal
- F17 Legal Settlement
- F19 Trf frm Own Acct with Oth FI
- F21 Financial Aid/Subsidies
- F23 Inheritance
- F25 Winning-legal Gambling/Contest
- F27 Crypto Currency/Digital Asset Investment Proceeds
- F02 Own Bank Transfer (within RHB)
- F04 Savings/Investment
- F06 Trust Funds
- F08 Sale of Inves/Shares/Prop/Land
- F10 Rental Proceeds
- F12 Directors Fee/Salary
- F14 Return on Investment
- F16 Insurance /Takaful Maturity/Surrender
- F18 Credit Facility Approve by FI
- F20 Spouse/Parents/Children
- F22 Part-time Income
- F24 Gift/Donation
- F26 Regular Periodic Income

**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 ("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.
- 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 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/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 be held 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/disclose/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)



## 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 Syariah-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: rhiam.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.
  - 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 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.
- "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" means 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 SDN BHD** 198801007231 (174588-X)  
**RHB ISLAMIC INTERNATIONAL ASSET MANAGEMENT BERHAD** 200901036354 (879478-A)  
 Level 8, Tower 2 & 3, RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur  
 Tel:603-9205 8000 Fax: 603-9205 8100  
 Toll Free No:1-800-88-3175 Website: www.rhbgroup.com

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 BLANK 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

Post Code

Town / City

State

Country

Correspondence/  
 Mailing Address  
*(complete if different from above primary 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

- |   |   |
|---|---|
| <input type="checkbox"/> Association                | <input type="checkbox"/> Commercial Bank                      |
| <input type="checkbox"/> Islamic Bank               | <input type="checkbox"/> Investment Bank                      |
| <input type="checkbox"/> International Islamic Bank | <input type="checkbox"/> Other Non-Bank Financial Institution |
| <input type="checkbox"/> Central Bank               | <input type="checkbox"/> Cooperative                          |
| <input type="checkbox"/> Federal Government         | <input type="checkbox"/> Finance                              |
| <input type="checkbox"/> Government-Linked          | <input type="checkbox"/> International Organisation           |
| <input type="checkbox"/> Local Government           | <input type="checkbox"/> Limited Liability Partner            |
| <input type="checkbox"/> Insurance                  | <input type="checkbox"/> Public Limited Company               |
| <input type="checkbox"/> Public Fund                | <input type="checkbox"/> Partnership                          |
| <input type="checkbox"/> Professional Body          | <input type="checkbox"/> Private Limited Company              |
| <input type="checkbox"/> Religious Body             | <input type="checkbox"/> Statutory Body                       |
| <input type="checkbox"/> Societies / Clubs          | <input type="checkbox"/> State Government                     |
| <input type="checkbox"/> Schools                    | <input type="checkbox"/> Sole Proprietor                      |
| <input type="checkbox"/> Stock Broking Firm         | <input type="checkbox"/> Trustee                              |
| <input type="checkbox"/> Trade Union                |   |

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)      |

Source of Wealth

<input type="checkbox"/> W	<input type="checkbox"/> W	<input type="checkbox"/> W
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(Refer Appendix to fill in this part for Source of Wealth Code)

Expected deposit/investment with RHBAM MY in the next 12 months

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Less than RM50,000 (or equivalent)       | <input type="checkbox"/> RM50,001 to RM100,000 (or equivalent)      | <input type="checkbox"/> RM100,001 to RM500,000 (or equivalent) |
| <input type="checkbox"/> RM500,001 to RM1,000,000 (or equivalent) | <input type="checkbox"/> RM1,000,001 to RM5,000,000 (or equivalent) |   |
| <input type="checkbox"/> RM5,000,001 and above                    |   |   |

Source of Fund - The Origin of funds for transacting with RHBAM MY (Select Top 5 Source of Funds)

(Refer Appendix to fill in this part for Source of Fund Code)

Source of Fund Code	Source of Fund Country	Source of Fund Country Exposure (%)
1 F	Country	Exposure percentage %
2 F	Country	Exposure percentage %
3 F	Country	Exposure percentage %
4 F	Country	Exposure percentage %
5 F	Country	Exposure percentage %

Company Source of Income

- Disposal of non-core business/asset/investments
  Fund raising exercise such as right issue
  Cash in hand/surplus funds/working capital

**CONTACT DETAILS**

Contact Person ( 1 )

\_\_\_\_\_

Designation \_\_\_\_\_ Department \_\_\_\_\_

Tel No. \_\_\_\_\_ ext \_\_\_\_\_ Fax No. \_\_\_\_\_

Office Email Address \_\_\_\_\_

Contact Person ( 2 )

\_\_\_\_\_

Designation \_\_\_\_\_ Department \_\_\_\_\_

Tel No. \_\_\_\_\_ ext \_\_\_\_\_ Fax No. \_\_\_\_\_

Office Email Address \_\_\_\_\_

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

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: \_\_\_\_\_

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

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

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

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

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Nationality / Place of Incorporation: \_\_\_\_\_

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

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



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

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

Director   
 Shareholder   
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 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: \_\_\_\_\_

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: \_\_\_\_\_

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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  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

**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. Only one foreign currency bank account will be maintained in RHBAM MY's record at any one time  
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/acountholders, 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@rhbgroup.com / rhbiem.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 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(s)/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 urusi/niaga/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, penjual-penjual, 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;
  - mengemaskini dan menguruskan ketepatan rekod Kumpulan Perbankan RHB;
  - kecegahan, 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 perancangan secara umumnya;
  - menentukan jumlah hutang saya/kami dan pemungutan hutang yang saya/kami berhutang kepada RHBAM MY;
  - mengekalkan 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 urus niaga saya/kami yang bertujuan untuk menjadi subjek penyerahhakan, penyertaan atau sub penyertaan;
  - 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 mengehadkan 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: rhbam@rhbgroup.com / rhbiem.enquiry@rhbgroup.com

Saya/Kami mengakui bahawa Kumpulan Perbankan RHB boleh mengubahsuai atau mengemas kini Notis Privasi ini dari masa ke semasa, di mana salinannya boleh didapati di www.rhbgroup.com dan anda boleh menyatorkan 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 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 pengaruh-pengaruh, 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 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> <b>Name :</b> <b>NRIC/Passport No:</b> <b>Date :</b>	<b>Authorised Signatory (ies)</b> <b>Name :</b> <b>NRIC/Passport No:</b> <b>Date :</b>	<b>Authorised Signatory (ies)</b> <b>Name :</b> <b>NRIC/Passport No:</b> <b>Date :</b>	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

### Lisf of Source of Wealth

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

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

## 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@rhbgrou.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: rhbiam.enquiry@rhbgrou.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.
- 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
- "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
- "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.





## DETAILS OF SWITCHING APPLICATION

- Note:**
- If switching is allowed, you are required to adhere to the minimum switch amount. A switching fee or difference in Sales Charge between switching funds, where applicable, on the amount to be switched shall be imposed and netted off from the value to be switched.
  - Please ensure you maintain the minimum amount required in the original Fund as stated in the relevant Master Prospectus(es) / Prospectus(es) and its Supplementary(ies) (if any).
  - 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 RHBIIAM. 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 Islamic International Asset Management Bhd has absolute discretion to rely on facsimile confirmation from me and undertake to indemnify and hold harmless RHB Islamic International Asset Management 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 Islamic International Asset Management Bhd ("RHBIIAM").
- I/We undertake to be bound by the provisions of the documents constituting the Fund(s) subscribed to as if I was/We were a party thereto.
- I/We acknowledge that I/We are aware of the fees and charges that I/We will incur directly or indirectly when investing in the Fund(s).
- I/We hereby declare and acknowledge that I/We have sole legal and proprietary right over all monies accompanying this application.
- I/We hereby agree to indemnify RHBIIAM against all actions, costs (including any legal cost incurred), suits, proceedings, claims, damages and losses which may be suffered by RHBIIAM as a result of any inaccuracy of the declarations and inaccurate information provided herein.
- I/We hereby agree to apply the risk tolerance profile maintained with RHBIIAM 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 RHBIIAM with the updated Investor Suitability Assessment Form.
- 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 RHBIIAM:
  - 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 RHBIIAM 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 RHBIIAM, 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.

## ALL APPLICANTS MUST SIGN THIS PURCHASE/SWITCH FORM

<p><b>Individual Applicant/Authorised Signatory (ies)</b></p> <p>Name:</p> <p>Date:</p>	<p><b>Joint Individual Applicant/Authorised Signatory (ies)</b></p> <p>Name:</p> <p>Date:</p>	<p>Company Stamp / Common Seal</p>

**Note: Pre-signed purchase/switch form is strictly prohibited as provided under FIMM's Code of Ethics and Rules of Professional Conduct.**

## SUPPLEMENTARY PROSPECTUS

**This supplementary prospectus is dated 8 March 2021, which must be read together with the prospectus dated 13 November 2018 for: -**

<b>Name of the Fund</b>	<b>Constitution Date of the Fund</b>
RHB Shariah China Focus Fund	11 October 2018

### **Manager**

RHB Islamic International Asset  
Management Berhad  
200901036354 (879478-A)  
(A member of RHB Banking Group)

### **Trustee**

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

**INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THIS SUPPLEMENTARY PROSPECTUS DATED 8 MARCH 2021 WHICH IS TO BE READ TOGETHER WITH THE PROSPECTUS DATED 13 NOVEMBER 2018.**

### **Responsibility Statement**

This supplementary prospectus dated 8 March 2021 (“Supplementary Prospectus”) has been reviewed and approved by the directors of RHB Islamic International Asset Management Berhad and they collectively and individually accept full responsibility for the accuracy of the information. Having made all reasonable enquiries, they confirm to the best of their knowledge and belief, that there are no false or misleading statements, or omission of other facts which would make any statement in this Supplementary Prospectus false or misleading.

### **Statements of Disclaimer**

The Securities Commission Malaysia has authorised the RHB Shariah China Focus Fund (“the Fund”) and a copy of this Supplementary Prospectus and its prospectus dated 13 November 2018 (collectively, “the Prospectuses”) have been registered with the Securities Commission Malaysia.

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

The Securities Commission Malaysia is not liable for any non-disclosure on the part of RHB Islamic International Asset Management Berhad, the management company responsible for the Fund and takes no responsibility for the contents in the Prospectuses. The Securities Commission Malaysia makes no representation on the accuracy or completeness of the Prospectuses, 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 the Prospectuses that is false, misleading, or from which there is a material omission; or for any misleading or deceptive act in relation to the Prospectuses or the conduct of any person in relation to the Fund.

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

**INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THIS SUPPLEMENTARY PROSPECTUS DATED 8 MARCH 2021 WHICH IS TO BE READ TOGETHER WITH THE PROSPECTUS DATED 13 NOVEMBER 2018.**

## A. AMENDMENTS TO CORPORATE DIRECTORY

1. The information of the Shariah Adviser on page 4 of the Prospectus is hereby deleted in its entirety and replaced with the following:

### SHARIAH ADVISER

RHB Islamic Bank Berhad

Registered Office

Level 10, Tower One, RHB Centre

Jalan Tun Razak

50400 Kuala Lumpur

Tel: 03-9287 8888

Fax: 03-9280 6507

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

Business Office

Level 11, Tower Three

RHB Centre, Jalan Tun Razak

50400 Kuala Lumpur

Tel: 03-9287 8888

Fax: 03-9280 5991

2. The information of the Trustee on page 4 of the Prospectus is hereby deleted in its entirety and replaced with the following:

### TRUSTEE

HSBC (Malaysia) Trustee Berhad

Registered Office & Business Office

13<sup>th</sup> Floor, Bangunan HSBC, South Tower

No. 2, Leboh Ampang

50100 Kuala Lumpur

Tel: 03-2075 7800

Fax: 03-8894 2611

E-mail: [kltifsfaxswitchklt@hsbc.com.my](mailto:kltifsfaxswitchklt@hsbc.com.my)

## B. AMENDMENT TO THE FUND INFORMATION

1. Section 1.1.4 General Information of Classes Available for Investment in the Fund on page 5 of the Prospectus is hereby deleted in its entirety and replaced with the following:

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

Class	Currency Denomination	Launch Date	Initial Offer Period	Initial Offer Price	Financial Year End
RM Class	RM	13 November 2018	(21 days) 13 November 2018 to 3 December 2018	RM1.0000 per Unit	31 October
USD Class	USD	8 March 2021	(1 day) 8 March 2021	USD1.0000 per Unit	

- Base Currency of the Fund is RM.
- The assets of the Fund are pooled and invested as a single fund and are not segregated in respect of each Class.

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- Classes 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 NAV per Unit will be calculated for each Class.
- The NAV 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.

## C. AMENDMENTS TO TRANSACTION INFORMATION

1. Section 5.6 (a) How to Purchase and Redeem Units on page 26 of the Prospectus is hereby deleted in its entirety and replaced with the following:

### (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 branch offices, or to any of its participating institutional unit trust scheme advisers (IUTAs) or any other authorized distributors before their respective cut-off times.

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

	<b>RM Class</b>	<b>USD Class</b>
Minimum initial investment	RM100.00	USD100.00
Minimum additional investment	RM100.00	USD100.00

However, the Manager may from time to time accept 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 branch offices, or to any of its participating IUTAs or any other authorised distributors on any day other than Saturdays, Sundays and public holidays before their respective cut-off times. All redemption requests will be processed in accordance with the redemption conditions for the Fund. Redemption monies will be paid within ten (10) days after receipt by the Manager of the request to repurchase.

For partial redemption, the balance of Units after the redemption must be at least one hundred (100) Units or such other lower quantity as the Manager may from time to time accept (the "minimum investment balance"). There are no restrictions

**INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THIS SUPPLEMENTARY PROSPECTUS DATED 8 MARCH 2021 WHICH IS TO BE READ TOGETHER WITH THE PROSPECTUS DATED 13 NOVEMBER 2018.**

on the number of Units a Unit Holder can redeem out of his investments or the frequency of redemptions in a year. However, the Manager shall not be bound to comply with any request for redemption of Units if the balance of Units held after the redemption is less than the minimum investment balance.

2. Section 5.6 (d) How to Switch between Funds on page 27 of the Prospectus is hereby deleted in its entirety and replaced with the following:

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

Unit Holders may switch Units of the Classes to units of any fund under the management of the Manager that are of the same currency units and that allow for switching. To do a switch, Unit Holders need to forward the completed form of request to switch to the Manager's registered/principal office or any of its branch offices, or to any of its participating IUTAs and any other authorised distributors before their respective cut-off times (except during the Fund's initial offer period). The minimum amount for a switch is five hundred (500) Units or such other quantity as the Manager may from time to time decide. There are no restrictions 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. The Manager however, reserves the right to vary these terms.

3. Section 5.6 (e) How to Transfer Ownership of Units on pages 27 to 28 of the Prospectus is hereby deleted in its entirety and replaced with the following:

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

Where allowed, investors may transfer their holdings of Units to another investor by forwarding the completed form of transfer to the Manager's registered/principal office or any of its branch offices, or to any of its participating IUTAs or any other authorized distributors before their respective cut-off times.

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

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

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

**INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THIS SUPPLEMENTARY PROSPECTUS DATED 8 MARCH 2021 WHICH IS TO BE READ TOGETHER WITH THE PROSPECTUS DATED 13 NOVEMBER 2018.**

4. Section 5.6 (f) Unclaimed Monies on page 28 of the Prospectus is hereby deleted in its entirety and replaced with the following:

**(f) Unclaimed Monies**

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.

5. Section 5.6 (h) Dealing Hours on page 29 of the Prospectus is hereby deleted in its entirety and replaced with the following:

**(h) Dealing Hours**

The Manager's dealing hours are from 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.

6. Section 5.7 Mode of Distribution on page 29 of the Prospectus is hereby deleted in its entirety and replaced with the following:

**5.7 Mode of Distribution**

Distribution, if any, after deduction of taxation and expenses (i.e. net distributions), will be reinvested to purchase additional Units based on the Net Asset Value per Unit as at the first Business Day after Units are quoted 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 prices and distributions payable, if any, may go down as well as up.*

## **D. UPDATE ON THE BOARD OF DIRECTORS**

- Section 7.2 Board of Directors on pages 34 to 35 of the Prospectus is hereby deleted in its entirety and replaced with the following:

**INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THIS SUPPLEMENTARY PROSPECTUS DATED 8 MARCH 2021 WHICH IS TO BE READ TOGETHER WITH THE PROSPECTUS DATED 13 NOVEMBER 2018.**



## 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 quarterly to receive recommendations and reports on investment activities from the investment committee, set policies and guidelines of the Manager and to review business & financial performance and various reports including compliance, risk management and audit reports of the Manager. Additional meetings shall also be convened should the need arises.

The board of directors of the Manager is as follows:

1. Mr. Yap Chee Meng (Chairman/ Independent Non-Executive Chairman)
2. Mr. Chin Yoong Kheong (Senior Independent Non-Executive Director)
3. Encik Mohd Farid bin Kamarudin (Executive Director/ Chief Executive Officer)
4. YBhg Dato' Darawati Hussain (Independent Non-Executive Director)

## E. UPDATE ON THE INVESTMENT TEAM

Section 7.5 The Investment Team on pages 35 to 36 of the Prospectus is hereby deleted in its entirety and replaced with the following:

### 7.5 The Investment Team

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

#### **Designated fund manager of the Fund is Saw Soon Chin.**

Saw Soon Chin is the equity portfolio manager in RHBIIAM where his primary role is managing regional and domestic equity funds. In total, he has 12 years of investment experience in managing equity portfolio and carrying out research on both regional and domestic stocks. Prior to joining RHBIIAM, he was a portfolio manager with Manulife Asset Management and AmFunds Management Berhad. During that time, his experience includes managing insurance and pension funds, retail and private funds with mandates to invest in both Asia Pacific and Malaysia. Before this, he spent 3 years working in one of the Big Four accounting firm. He is a member of Chartered Financial Analyst (“CFA”) and Fellowship of Chartered Accountant (“FCA”).

The designated fund manager of the Fund is supported by 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.

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## **F. UPDATE ON THE SHARIAH ADVISER**

The information on the Members of RHB Islamic Bank's Shariah Committee in Section 7.8 The Shariah Adviser on pages 37 to 39 of the Prospectus is hereby deleted in its entirety and replaced with the following:

### **Members of RHB Islamic Bank's Shariah Committee**

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

#### **1) Assoc. Prof. Dr. Kamaruzaman Noordin**

Assoc. Prof. Dr. Kamaruzaman Noordin ("Assoc. Prof. Dr. Kamaruzaman") is a lecturer at the Department of Shariah and Management, Academy of Islamic Studies of University of Malaya (UM). He holds a Bachelor's Degree in Shariah and Master's Degree in Business Administration from UM before obtaining his Ph.D. in Islamic Studies from University of Wales, United Kingdom.

Assoc. Prof. Dr. Kamaruzaman was previously the Head of Shariah Management Department at UM, the Deputy Director of the Institute of Public Policy and Management (INPUMA), as well as the Manager of the Unit Pengajian Awam at Academy of Islamic Studies of UM. He has published numerous journal articles, contributed in books, as well as conducted many trainings and seminars concerning Islamic finance and Shariah.

He is currently the Shariah Committee Chairman of Swiss Reinsurance Company Ltd. (Swiss Re-Takaful) and LIMRA Group of Companies. In addition to this, he is currently a Shariah committee member of Employees Provident Fund (EPF) Malaysia. Previously, he has served as Chairman of Shariah Committee at Kenanga Investment Bank Berhad.

Assoc. Prof. Dr. Kamaruzaman is a registered Shariah Adviser with Securities Commission Malaysia (SC) and a member of Association of Shariah Advisors in Islamic Finance (ASAS).

#### **2) Encik Wan Abdul Rahim Kamil Wan Mohamed Ali**

Encik Wan Abdul Rahim Kamil Wan Mohamed Ali ("Encik Wan Abdul Rahim") possesses extensive experience in Islamic banking and has been actively involved in various areas of operations including Corporate Financing and Syndication, Debt Capital Markets and Corporate Advisory. He pioneered the development of the Islamic capital market in Malaysia and innovated the development of several benchmark capital market securities through securitization of Islamic contracts.

Encik Wan Abdul Rahim started his career in corporate finance department with Aseambankers (Malaysia) Berhad in 1977 before moving to Bank Islam Malaysia Berhad in 1983 under various capacities. He was the chief executive officer of ABRAR Discounts Berhad from 1994 to 2006. Since then, he has been an Islamic capital market consultant and trainer to various bodies. He is also a regular trainer and speaker for various seminars and in-house training workshops organized by Bank Negara Malaysia (BNM), Securities Industries Development Corporation (SIDC), Islamic Banking and Finance Institute Malaysia (IBFIM), and other event organizers, both locally and internationally.

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Encik Wan Abdul Rahim was awarded as the “Most Outstanding Individual Contribution to Islamic Finance” at Kuala Lumpur Islamic Finance Forum 2017 and “Outstanding Leadership in Islamic Finance” by London Sukuk 2011 organized by ICG Events and UK Trade and Industry Ministry in London, United Kingdom.

Encik Wan Abdul Rahim is a registered Shariah adviser with Securities Commission Malaysia (SC) and a member of Association of Shariah Advisors in Islamic Finance (ASAS).

Encik Wan Abdul Rahim has been a member of the following:

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

He has also written various articles and presentations on the subjects of Sukuk, corporate governance in Shariah, rating of Islamic financial institutions, Islamic factoring, Islamic asset backed securities, Islamic gold dinar, and securitization.

### **3) Encik Mohd Fadhly Md Yusoff Encik**

Encik Mohd Fadhly Md Yusoff (“Encik Mohd Fadhly”) has more than 13 years of experience in Islamic capital market during his tenure as a manager at Islamic capital market department of Securities Commission from 1995 to 2008 where he was involved in Shariah compliance supervision in relation to submissions for the issuances of Sukuk, structured products, collective investment schemes, and Islamic real estate investment trusts (REITs). In addition, he had also undertaken in-depth research for the development of new Islamic capital market instruments as well as providing technical inputs for the preparation of various guidelines issued by the Securities Commission.

He is an accredited trainer for Islamic Finance Qualification (IFQ) by Chartered Institute for Securities and Investment (CISI) and a registered Shariah adviser with Securities Commission Malaysia (SC) and a member of Association of Shariah Advisors in Islamic Finance (ASAS).

Currently, Encik Mohd Fadhly also serves as a Shariah committee member of Bank Pembangunan Malaysia Berhad, Sun Life Malaysia Takaful Berhad, Opus Asset

**INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THIS SUPPLEMENTARY PROSPECTUS DATED 8 MARCH 2021 WHICH IS TO BE READ TOGETHER WITH THE PROSPECTUS DATED 13 NOVEMBER 2018.**

Management Sdn. Bhd., Apex Investment Services Berhad, National Farmers Organization (NAFAS), as well as an external Shariah adviser for University Tenaga Nasional.

He has actively participated in various industry development initiatives namely the International Organization of Securities Commissions (IOSCO) Task Force on Islamic Capital Market, Islamic Financial Services Board's (IFSB) Governance of Islamic Investment Funds Working Group, technical member for the publication of Resolutions of the Securities Commission Shariah Advisory Council, and Islamic Capital Market educational and promotional programs.

#### **4) Puan Shabnam Mohamad Mokhtar**

Puan Shabnam Mohamad Mokhtar ("Puan Shabnam") is presently the Group Executive Vice President of SHAPE® Knowledge Services; an Islamic finance consulting firm based in Kuwait. Puan Shabnam spearheads research and development activities including financial analysis, strategic & business plan formulation, design and implementation of customized survey, research and training for different clients at SHAPE®. Previously, she headed the capital markets research unit for International Shariah Research Academy (ISRA), a research institution established by Bank Negara Malaysia.

Puan Shabnam is a member of Association of Shariah Advisors in Islamic Finance (ASAS) and is a certified Shariah Adviser & Auditor (CSAA) under AAOIFI. She has conducted various training programs on Islamic banking, Sukuk & Islamic capital market products, risk management, and financial reporting for clients in the ASEAN region, Gulf Cooperation Council (GCC), and the European market.

She has also contributed chapters in Housing the Nation (Cagamas 2013); Managing Fund Flows, Risks, and Derivatives: Applications in Islamic Institutions (Sweet & Maxwell 2012); Islamic Financial System: Principles & Operations Market (ISRA, 2011); Sukuk (Sweet & Maxwell 2009); and Partnership Accounting, Principles and Practice (McGraw Hill). She served as a member of the Shariah Board of Malaysian Ratings Corporation (MARC) from 2010 to 2014.

## **G. UPDATE ON THE TRUSTEE OF THE FUND**

Section 8.5 Trustee's Delegate on pages 40 to 41 of the Prospectus is hereby deleted in its entirety and replaced with the following:

### **8.5 Trustee's Delegate**

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

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order of the Trustee. The custodian acts only in accordance with instructions from the Trustee.

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

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

Particulars of the Trustee's Delegate for the Fund

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))

No 2 Leboh Ampang

50100 Kuala Lumpur

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))

No 2 Leboh Ampang

50100 Kuala Lumpur

Telephone No: (603) 2075 3000 Fax No: (603) 8894 2588

## **H. UPDATING THE TAX ADVISER'S LETTER ON THE TAXATION OF THE FUND AND UNIT HOLDERS**

Section 10 Tax Adviser's letter on the Taxation of the Fund and Unit Holders on pages 44 to 47 of the Prospectus is hereby deleted in its entirety and replaced with the following:

(Prepared for inclusion in this Supplementary Prospectus)

### **Private and Confidential**

RHB Islamic International Asset Management Berhad

Level 8, Tower 2 & 3

RHB Centre, Jalan Tun Razak

50400 Kuala Lumpur

29 January 2021

Dear Sirs

**INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THIS SUPPLEMENTARY PROSPECTUS DATED 8 MARCH 2021 WHICH IS TO BE READ TOGETHER WITH THE PROSPECTUS DATED 13 NOVEMBER 2018.**

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

This letter has been prepared for inclusion in this supplementary prospectus to prospectus dated November 2018 relating to RHB Shariah China Focus 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”).

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

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

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>.

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

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

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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.

**INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THIS SUPPLEMENTARY PROSPECTUS DATED 8 MARCH 2021 WHICH IS TO BE READ TOGETHER WITH THE PROSPECTUS DATED 13 NOVEMBER 2018.**

- 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.

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 is 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.

**INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THIS SUPPLEMENTARY PROSPECTUS DATED 8 MARCH 2021 WHICH IS TO BE READ TOGETHER WITH THE PROSPECTUS DATED 13 NOVEMBER 2018.**

## **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. No other withholding tax will be imposed on the income distribution of the Fund.

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.

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. Distribution of foreign income will also be exempt in the hands of the unit holders.

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

Any gains realised by the unit holders (other than financial institutions, insurance companies and those dealing in securities) from the 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.

**INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THIS SUPPLEMENTARY PROSPECTUS DATED 8 MARCH 2021 WHICH IS TO BE READ TOGETHER WITH THE PROSPECTUS DATED 13 NOVEMBER 2018.**



### *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, 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*

## **I. CONSENT**

A new Section 14 Consent is hereby inserted in the Prospectus as follows:

### **14. CONSENT**

The Trustee, Shariah Adviser 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 have not withdrawn such consent.

## **J. THE PROSPECTUS REMAIN IN FULL FORCE SUBJECT TO THE AMENDMENTS IN THIS SUPPLEMENTARY PROSPECTUS**

Subject only to the variations herein contained and such other alterations as may be necessary to make the Prospectus consistent with this Supplementary Prospectus, the Prospectus shall remain in full force and effect and shall be read and construed and be enforceable as if the terms of this Supplementary Prospectus were inserted therein by way of addition or substitution as the case may be.

**INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THIS SUPPLEMENTARY PROSPECTUS DATED 8 MARCH 2021 WHICH IS TO BE READ TOGETHER WITH THE PROSPECTUS DATED 13 NOVEMBER 2018.**

## ACCOUNT APPLICATION FORM Individual / Corporate

RHB ASSET MANAGEMENT SDN BHD  
 RHB ISLAMIC INTERNATIONAL ASSET MANAGEMENT BERHAD  
 Individual  Joint  Corporate  Staff Application

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

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.

### PARTICULARS OF INDIVIDUAL APPLICANT / CORPORATE APPLICANT

You MUST be 18 years old and above as at the date of this application. Please provide a copy of your NRIC or Passport.

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

NRIC No. (new) - NRIC No.(old)/Passport No./Company Registration No.

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

Nationality / Country of Incorporation  Malaysia(n)  Others (please specify country)

Permanent Resident Status  Malaysian  Others (please specify country) Permanent Resident No.

Permanent Address (as in NRIC/Passport /Certificate of Incorporation)

Post Code - Town / City

State - Country

Correspondence/ Mailing Address (complete if different from permanent address)

Post Code - Town / City

State - Country

Tel No. Country Code Area Code Residence / House Mobile - ext Fax No. Country Code Area Code Office

Email Address

By providing your email address to RHB Asset Management Sdn Bhd ("RHBAM"), you have consented to receive communications and/or information from RHBAM relating to your investment via email. Notices delivered via email to applicant are deemed sent and received on the date such email is sent.

(To be completed if Individual Applicant)

Gender  Male  Female Bumiputera Status  Yes  No

Race  Malay  Chinese  Indian  Others (please specify)

Marital Status  Single  Married  Widowed  Divorced No. of Dependants (please indicate if any)

Education Level  Primary  Secondary  STPM / Diploma / PreU  Degree  Post Graduate  Others (please specify)

Source of Income  Employed (Permanent/Contract)  Own business  Savings  Inheritance  Others (please specify)

Employer's/Company's Name

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

Occupation/Designation

Nature of Business of Applicant/ 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)

Monthly Income

Estimated Net Worth (Join with Spouse if any) (exclude value of primary residence)  Below RM50,000  RM50,001 - RM100,000  RM100,001 - RM200,000  RM200,001 - RM500,000  RM500,001 - RM1,000,000  RM1,000,001 - RM3,000,000  Above RM3,000,000

Mother's Maiden Name

**(To be completed if Corporate Applicant)**

Does your company own total net assets of more than RM10 million or its equivalent in foreign currencies?  Yes  No

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

Company Status  Bumiputra Controlled  Non-Bumiputra Controlled  Non-Malaysian Controlled

Company Source of Income  Disposal of non-core business/asset/investments  Fund raising exercise such as right issue  Cash in hand/surplus funds/working capital

**Contact Person ( 1 )**

Designation \_\_\_\_\_ Department \_\_\_\_\_

Tel No. \_\_\_\_\_ ext \_\_\_\_\_ Fax No. \_\_\_\_\_

Office Email Address \_\_\_\_\_

**Contact Person ( 2 )**

Designation \_\_\_\_\_ Department \_\_\_\_\_

Tel No. \_\_\_\_\_ ext \_\_\_\_\_ Fax No. \_\_\_\_\_

Office Email Address \_\_\_\_\_

**PARTICULARS OF JOINT INDIVIDUAL APPLICANT (not applicable for EPF Investment Scheme "EPF")**

Name of Joint Applicant (as in NRIC/Passport/Birth Certificate) \_\_\_\_\_

NRIC No. (new) \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ NRIC No.(old)/Passport No./Birth Certificate No. \_\_\_\_\_

Date of Birth (DD/MM/YYYY) \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Country of birth \_\_\_\_\_

Nationality  Malaysian  Others (please specify) \_\_\_\_\_

Permanent Resident Status  Malaysian  Others (please specify) \_\_\_\_\_ Permanent Resident No. \_\_\_\_\_

Gender  Male  Female Bumiputera Status  Yes  No

Race  Malay  Chinese  Indian  Others (please specify) \_\_\_\_\_

Marital Status  Single  Married  Widowed  Divorced No. of Dependants (please indicate if any) \_\_\_\_\_

Relationship to Individual Applicant  Parent  Spouse  Child  Sibling  Others (please specify) \_\_\_\_\_

Source of Income  Employed (Permanent/Contract)  Own business  Savings  Inheritance  Others (please specify) \_\_\_\_\_

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

Occupation/Designation \_\_\_\_\_

Nature of Business of Applicant/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) \_\_\_\_\_

Monthly Income \_\_\_\_\_

Estimated Net Worth (Join with Spouse if any) (exclude value of primary residence)  Below RM50,000  RM50,001 - RM100,000  RM100,001 - RM200,000  
 RM200,001 - RM500,000  RM500,001 - RM1,000,000  RM1,000,001 - RM3,000,000  Above RM3,000,000

Permanent Address (as in NRIC/Passport) \_\_\_\_\_

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

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

Correspondence/ Mailing Address (complete if different from permanent address) \_\_\_\_\_

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

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

Tel No. \_\_\_\_\_ Country Code \_\_\_\_\_ Area Code \_\_\_\_\_ Residence / House \_\_\_\_\_ Mobile \_\_\_\_\_ - \_\_\_\_\_

**INVESTMENT OBJECTIVE & EXPERIENCE**

**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)

**PARTICULARS OF INSURANCE (RHB EQUITY TRUST FUND ONLY)**

Name of Beneficiary(as in NRIC/Passport/ Birth Certificate) \_\_\_\_\_

NRIC No. (new) \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ NRIC No.(old)/Passport No./Birth Certificate No. \_\_\_\_\_

Relation to Applicant \_\_\_\_\_

## 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

- 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
- has been obtained from analysis of my/our payment and other transactions/services within the RHB Banking Group, or
- 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:

- providing this product and/or service and notifying me/us about important changes or developments to the features;
- updating and managing the accuracy of RHB Banking Group's records;
- prevention, detection or prosecution of crime, and complying with legal and regulatory obligations;
- assessment and analysis including credit / lending / insurance risks / behaviour scoring / market and product analysis and market research;
- 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;
- determining the amount of my/our indebtedness and recovering debt that I/we owe to RHBAM MY;
- maintaining my/our credit history for present and future reference;
- 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;
- cross-selling, marketing and promotions of products and/or services of RHB Banking Group and its strategic alliances;
- 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 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 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.

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

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

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 the authorized signatory(s)/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.

[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 RHB Asset Management Sdn Bhd ("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 urusi/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, penjual-penjual, 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;
- mengemaskini dan menguruskannya ketepatan rekod Kumpulan Perbankan RHB;
- pencegahan, pengesanan atau pendakwaan jenayah, dan mematuhi obligasi-obligasi perundangan dan peraturan;
- penilaian dan analisis termasuk pemerikahan kredit / pinjaman / risiko insurans / 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 urus niaga saya/kami yang bertujuan untuk menjadi subjek penyerahannya, penyertaan atau sub penyertaan;
- 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

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 / 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 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 menghadkan 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

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@rhbgroup.com

Saya/Kami mengakui bahawa Kumpulan Perbankan RHB boleh mengubahsuaai 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 memperolehi 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 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.

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

- Jika saya/kami memberikan persetujuan sebagai ibu bapa/penjaja 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.
- RHB Asset Management Sdn Bhd ("RHBAM") 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 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 and its related companies and affiliates are required to comply with the CRS Rules ("CRS Reporting Requirement") In view of this RHBAM 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 are not allowed to give tax advice. Please consult your tax adviser if you require assistance in determining your tax residence(s).
- "Controlling Person" (applicable to non-individual only) are the natural person(s) who exercise control over an entity. Where that entity is treated as a Passive Non-Financial Entity ("Passive NFE") then a Financial Institution is required to determine whether or not these Controlling Persons are Reportable Persons. This definition corresponds to the term "beneficial owner" described in Recommendation 10 and the Interpretative Note on Recommendation 10 of the Financial Action Task Force Recommendations (as adopted in February 2012). Where the settlor(s) of a trust is an Entity then the CRS requires Financial Institutions to also identify the Controlling Persons of the settlor(s) and when required report them as Controlling Persons of the trust. In the case of a legal arrangement other than a trust, Controlling Person(s) means persons in equivalent or similar positions.
- "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.

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

We declare that we are a non-Malaysian organisation and our organisation is incorporated in \_\_\_\_\_ (Country)

**DECLARATION ON TAX RESIDENT STATUS**

<p><b>For Individual Applicant</b> I have been briefed and I hereby confirm I understand my tax residency/FATCA/CRS requirements. I hereby declare that I am :</p> <p><b>For FATCA Status</b></p> <p><input type="checkbox"/> Non-US individual with no US indicia</p> <p><input type="checkbox"/> * Non-US individual with US indicia</p> <p><input type="checkbox"/> * US individual</p>	<p><b>For CRS Status</b></p> <p><input type="checkbox"/> Tax resident in Malaysia and do not have any foreign tax residency and/or foreign indicia</p> <p><input type="checkbox"/> * A foreign tax resident with foreign indicia (including Malaysia, if applicable)</p>	<p><b>For Joint Individual Applicant</b> I have been briefed and I hereby confirm I understand my tax residency/FATCA/CRS requirements. I hereby declare that I am :</p> <p><b>For FATCA Status</b></p> <p><input type="checkbox"/> Non-US individual with no US indicia</p> <p><input type="checkbox"/> * Non-US individual with US indicia</p> <p><input type="checkbox"/> * US individual</p>	<p><b>For CRS Status</b></p> <p><input type="checkbox"/> Tax resident in Malaysia and do not have any foreign tax residency and/or foreign indicia</p> <p><input type="checkbox"/> * A foreign tax resident with foreign indicia (including Malaysia, if applicable)</p>
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\* Please complete the Individual Self-Certification form provided.

For Corporate Applicant, please complete the Entity Self-Certification/W8-Ben-E form (if applicable) provided.

It is important for you to provide RHBAM with complete and accurate information in this form. If your circumstances change and any of the information provided in this form becomes incorrect please let RHBAM know immediately and provide an updated Self-Certification form.

**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  Account Ownership  Single  Joint

**Note:** 1 Only one MYR currency bank account will be maintained in RHBAM'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 applicant'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  Account Ownership  Single  Joint

**Note:** 1 Only one foreign currency bank account will be maintained in RHBAM'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 applicant's name as stated in this account application form.

**DECLARATION & SIGNATURES (INDIVIDUAL / CORPORATE APPLICANT)**

I/We acknowledge that I/We have read and fully understood the contents of this Declaration, 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) 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**

			For joint application, please tick (✓) account operating mode for future transactions. <input type="checkbox"/> For Individual Applicant Only <input type="checkbox"/> For Joint Individual Applicant Only <input type="checkbox"/> Either Applicant to sign <input type="checkbox"/> Both Applicants to sign
<b>Individual Applicant / Authorised Signatory (ies)</b>  Name : _____ Date : _____	<b>Joint Individual Applicant / Authorised Signatory (ies)</b>  Name : _____ Date : _____	Company Stamp / Common Seal	

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

FOR OFFICE USE ONLY	FOR UTSC/DISTRIBUTOR USE ONLY
Account No. _____	RHBAM / Distributor / Branch Code / Stamp _____
Transaction Sequence No. _____	Name of Staff / UTSC / Distributor _____
Price of Transaction RM / relevant currency) _____	Staff / UTSC Code _____
	Signature of Staff / UTSC / Distributor _____
	FIMM Code _____

**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 am/are duly authorised officer(s) of the Corporate, and warrant that the Corporate has the power and capacity to execute this account application form and undertake transactions involving the Fund(s). Attached is a certified true copy of the Corporate's list of authorised signatories (applicable to corporate).
- 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, 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 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 ("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.
- 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), 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, 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 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.
- 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.
- 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.

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

- I am/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 held 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/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.

## TERMS AND CONDITIONS

You are advised to read and understand the relevant 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 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 :

- 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 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:

- 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 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

### 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 and Rules of Professional Conduct.

### 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

#### e. 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 or its equivalent and the latest Annual Return/latest Audited Financial Statement.



## TERMS AND CONDITIONS (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: rhiam.enquiry@rhbgroup.com

### 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.
- 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.

## TERMS AND CONDITIONS (END)

### 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 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
- "Entity" means a legal person or a legal arrangement, such as corporation, organisation, partnership, trust or foundation.
- "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 withdrawal of funds from the Customer's EPF account.
- "EPF i-Invest" refers to EPF online facility which allows you to withdraw 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 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)
- "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://invest.rhbgroup.co>
- "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.

<b>ISLAMIC PURCHASE / SWITCH FORM</b>
Account No. <input style="width: 150px;" type="text"/>
(for existing unit holders only)

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(s) / 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  
 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)	<input style="width: 100%;" type="text"/>	NRIC No. (old) / Passport No. / Company Registration No.	<input style="width: 100%;" type="text"/>		
Tel No.	<input style="width: 100%;" type="text"/>	Mobile	<input style="width: 100%;" type="text"/>		
	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)	<input style="width: 100%;" type="text"/>	NRIC No. (old) / Passport No.	<input style="width: 100%;" type="text"/>		
Tel No.	<input style="width: 100%;" type="text"/>	Mobile	<input style="width: 100%;" type="text"/>		
	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 RHBIIAM 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 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 RHBIIAM 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.
- Cheque/bank draft should be crossed and made payable to **"RHB ISLAMIC INTERNATIONAL ASSET MANAGEMENT BERHAD - 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.
- RHBIIAM is under no obligation to accept payments for investments via employees and / or Unit Trust Scheme Consultant ("UTSC") of RHBIIAM or any third party and may in its sole discretion reject such payments.
- 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.
- RHBIIAM 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.

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

Fund Name	*** Plan Type	**Currency	Amount	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 RHBIIAM.    \*\* specify the currency acronym eg. RM etc    \*\*\* C - Cash Plan ; E - EPF Plan

Payment Mode for investment :

- Cheque/Bank Draft (Bank  No. ) (Payable to "RHB Islamic International Asset Management Berhad - 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.
1 <input type="checkbox"/> All Funds (For MYR Currency)	RHB Islamic	2-64236-0000765-6
2 <input type="checkbox"/> All Funds (For Foreign Currency)	RHB Islamic	6-64236-0000001-3

FOR OFFICE USE ONLY	FOR UTSC / DISTRIBUTOR USE ONLY
Account No. <input style="width: 150px;" type="text"/>	RHBIIAM / Distributor / Branch Code / Stamp <input style="width: 150px;" type="text"/>
Transaction Sequence No. <input style="width: 150px;" type="text"/>	Name of Staff / UTSC / Distributor <input style="width: 150px;" type="text"/>
Price of Transaction (RM/relevant currency) <input style="width: 150px;" type="text"/>	Staff / UTSC Code <input style="width: 150px;" type="text"/>
Transaction Price Date <input style="width: 150px;" type="text"/>	FIMM Code <input style="width: 150px;" type="text"/>
	Signature of Staff / UTSC / Distributor <input style="width: 150px;" type="text"/>

**DETAILS OF SWITCHING APPLICATION**

- Note:**
- If switching is allowed, you are required to adhere to the minimum switch amount. A switching fee or difference in Sales Charge between switching funds, where applicable, on the amount to be switched shall be imposed and netted off from the value to be switched.
  - Please ensure you maintain the minimum amount required in the original Fund as stated in the relevant Master Prospectus(es) / Prospectus(es) and its Supplementary(ies) (if any).
  - 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 RHBIAM. 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:-

- (i) 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.
- (ii) 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.
- (iii) If unit prices fall beyond a certain level, you may be asked to provide additional acceptable collateral (where units are used as collateral) or pay additional amounts on top of your normal instalments. If you fail to comply within the prescribed time, your units may be sold towards the settlement of your loan.
- (iv) Returns on unit trusts are not guaranteed and may not be earned evenly over time. This means that there may be some years where returns are high and other years where losses are 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.
- (v) 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 Islamic International Asset Management Bhd has absolute discretion to rely on facsimile confirmation from me and undertake to indemnify and hold harmless RHB Islamic International Asset Management 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 Islamic International Asset Management Bhd ("RHBIAM").
- I/We undertake to be bound by the provisions of the documents constituting the Fund(s) subscribed to as if I was/We were a party thereto.
- I/We acknowledge that I/We are aware of the fees and charges that I/We will incur directly or indirectly when investing in the Fund(s).
- I/We hereby declare and acknowledge that I/We have sole legal and proprietary right over all monies accompanying this application.
- I/We hereby agree to indemnify RHBIAM against all actions, costs (including any legal cost incurred), suits, proceedings, claims, damages and losses which may be suffered by RHBIAM as a result of any inaccuracy of the declarations and inaccurate information provided herein.
- I/We hereby agree to apply the risk tolerance profile maintained with RHBIAM 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 RHBIAM with the updated Investor Suitability Assessment Form.
- 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 RHBIAM:
  - (A) is hereby authorised and has absolute discretion to rely on facsimile and/or emails confirmation(s) from me/us;
  - (B) shall not be responsible or incur any liability(ies) to me/us arising out of or in connection with RHBIAM 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
  - (C) I/We further undertake to indemnify and hold harmless RHBIAM, 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.

**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.

# PROSPECTUS

# RHB SHARIAH CHINA FOCUS FUND

## Manager

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

## Trustee

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

**This prospectus is dated 13 November 2018**  
**Constitution Date of the Fund : 11 October 2018**

**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 15.**

RHB Group    

**TOGETHER WE PROGRESS**

**RHB**  **Asset Management**

**Responsibility Statement**

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

**Statements of Disclaimer**

The Securities Commission Malaysia has authorised RHB Shariah China Focus 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 said Fund or assumes responsibility for the correctness of any statement made, opinion expressed or report contained in this prospectus.

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

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

**Additional Statements**

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

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

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## DEFINITIONS

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

Base Currency	The base currency of the Fund, i.e. Ringgit Malaysia (RM).
Bursa Malaysia	The stock exchange managed or operated by Bursa Malaysia Securities Berhad.
Business Day	A day on which Bursa Malaysia is open for trading.
Class(es)	Any number of class(es) of Unit(s) of the Fund representing similar interests in the assets of the Fund and such class(es) of Unit(s) that may be issued by the Fund from time to time and “Class” means any one class of Units.
Deed	The deed dated 11 October 2018 and any other supplemental deeds that may be registered with the Securities Commission from time to time.
Eligible Market	A market which is regulated by a regulatory authority, operates regularly, is open to the public and has adequate liquidity for the purposes of the Fund. A non-exhaustive list of Eligible Markets includes stock exchanges, derivative exchanges, over-the-counter markets for sukuk and Islamic money markets instruments.
FIMM	Federation of Investment Managers Malaysia.
Fund	RHB Shariah China Focus Fund.
Latest Practicable Date	31 August 2018.
Manager/Management Company	RHB Islamic International Asset Management Berhad.
Multiclass Ratio or MCR	MCR is the apportionment of the NAV of each Class relative to the size of the whole Fund. The MCR is calculated by dividing the NAV (RM) of the respective Class by the NAV before income and expenses for the day. The apportionment is expressed as a ratio and calculated as a percentage.
Net Asset Value (NAV)	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.
Quran	The miraculous words of Allah revealed to the Prophet Muhammad (Peace and Blessing be Upon Him) in Arabic language which begins with <i>Surah</i> (Chapter) <i>al-Fatihah</i> and ends with <i>Surah an-Nas</i> .

Repurchase Price	The price (before deducting any repurchase charge) payable by the Manager to a Unit Holder pursuant to the repurchase of a Unit. The Repurchase Price shall be the Net Asset Value per Unit as at the next valuation point of the relevant Business Day (“forward pricing”) after the complete repurchase request is received by the Manager. A repurchase charge will be computed separately based on the withdrawal amount/repurchase amount. 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 government from time to time.
RM or Ringgit Malaysia	The lawful currency of Malaysia.
RM Class	Class denominated in RM.
SACSC	The Shariah Advisory Council of the SC.
Securities Commission (SC)	Securities Commission Malaysia.
SC Guidelines	Guidelines on Unit Trust Funds.
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). 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 government from time to time.
Shariah	Islamic law comprising the whole body of rulings pertaining to human conducts derived from the primary and secondary sources of the Shariah. The primary sources are the <i>Quran</i> and the <i>Sunnah</i> , while the secondary sources consist of; among others <i>Ijma’</i> (consensus), <i>Qiyas</i> (analogy), <i>Maslahah</i> (beneficial), <i>Istihsan</i> (juristic preference), <i>Istishab</i> (presumption of continuity), <i>’Uruf</i> (custom) and <i>Sadd Zara’ie</i> (blocking the mean).
Shariah Adviser	RHB Islamic Bank Berhad.
Sunnah	Anything which is attributed to the Prophet Muhammad (Peace and Blessing be Upon Him) comprising his saying, acts, tacit approval and attributes.
Trustee	HSBC (Malaysia) Trustee Berhad.
Unit(s)	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

**RHB SHARIAH CHINA FOCUS FUND**

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of the Deed as the holder(s) of Units and person(s) jointly so registered.

USD

United States Dollar, the lawful currency of the United States of America.

USD Class

Class denominated in USD.

**CORPORATE DIRECTORY**

**MANAGER**

RHB Islamic International Asset Management Berhad

**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  
Tel: 03-9205 8000  
Fax: 03-9205 8107  
E-mail: [rhbiiam.enquiry@rhbgroup.com](mailto:rhbiam.enquiry@rhbgroup.com)  
Website: [www.rhbgroup.com](http://www.rhbgroup.com)

**SHARIAH ADVISER**

RHB Islamic Bank Berhad  
Registered Office  
Level 9, Tower One, RHB Centre  
Jalan Tun Razak  
50400 Kuala Lumpur  
Tel: 03-9287 8888 Fax: 03-9280 6507

**Business Office**

Level 11, Menara Yayasan Tun Razak  
200, Jalan Bukit Bintang  
55100 Kuala Lumpur  
Tel: 03-2171 5000 Fax: 03-2171 5001

**TRUSTEE**

HSBC (Malaysia) Trustee Berhad  
13<sup>th</sup> Floor, Bangunan HSBC, South Tower  
No. 2, Leboh Ampang  
50100 Kuala Lumpur  
Tel: 03-2075 7800 Fax: 03-2179 6511

**1. FUND INFORMATION**

**1.1 Basic Information**

**1.1.1 Name of the Fund**

RHB Shariah China Focus Fund.

**1.1.2 Fund Category**

Equity fund (Shariah-compliant).

**1.1.3 Name of Investment Adviser**

China Asset Management (Hong Kong) Limited.

**1.1.4 General Information of Classes Available for Investment in the Fund**

Class	Currency Denomination	Launch Date	Initial Offer Period	Initial Offer Price	Financial Year End
RM Class	RM	13 November 2018	(21 days) 13 November 2018 to 3 December 2018	RM1.0000 per Unit	31 October
USD Class	USD	To be determined	(21 days) To be determined	USD1.0000 per Unit	

- Base Currency of the Fund is RM.
- The assets of the Fund are pooled and invested as a single fund and are not segregated in respect of each Class.
- Classes 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 NAV per Unit will be calculated for each Class.
- The NAV 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.

**1.2 Investment Objective, Strategy and Policies**

**1.2.1 Investment Objective**

The Fund aims to achieve long term\* capital appreciation through investments in China Shariah-compliant equities.

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

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

**1.2.2 Investment Strategy**

The Fund seeks to achieve its investment objective through a diversified portfolio of China Shariah-compliant equities which include but not limited to, China A-shares, China H-shares, Islamic real estate investment trusts ("REITs"), Islamic exchange traded funds ("ETFs") and China Shariah-compliant equity-related securities (collectively "China Shariah-compliant Equities"). The Fund will also invest in Islamic liquid assets including Islamic money market instruments, Islamic deposits with Islamic financial institutions and Islamic collective

investment schemes investing in Islamic money market instruments and/or Islamic deposits with Islamic financial institutions.

The Fund will focus on companies that are able to create true shareholder value<sup>^^</sup>, have a strong and stable earnings stream<sup>^^</sup> and have a strong sustainable dividend yield<sup>^^</sup> that issue China Shariah-compliant Equities with sustainable dividend payments<sup>^^</sup>.

The Fund's direct investments in China Shariah-compliant Equities are those of companies whose securities are listed on the Hong Kong SAR, Shanghai, Shenzhen and Taiwan Stock Exchanges, including China companies that are listed in other non China markets such as the United States, United Kingdom and Singapore Stock Exchanges. These are companies with revenues derived from China and/or have business operations located in the China. The Fund's investments will also include Islamic collective investment schemes (including Islamic REITs and Islamic ETFs) domiciled in Singapore, Luxembourg, Hong Kong SAR, the United Kingdom and the United States of America investing primarily in the China markets. The Fund's direct investments are not sector specific and can invest in a broad range of sectors and industries. It seeks to add value by investing in a selective range of opportunities identified by the Manager as having a strong attraction based on company fundamentals.

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

Minimum 70% of Net Asset Value (NAV) - Investment in China Shariah-compliant Equities. The balance of the Fund's NAV may be invested in Islamic liquid assets comprising Islamic money market instruments, Islamic deposits with Islamic financial institutions and Islamic collective investment schemes investing in Islamic money market instruments and/or Islamic deposits with Islamic financial institutions.

Provided always the above asset allocation is maintained, the range of the Fund's asset allocation will be reviewed from time to time depending on the judgement of the 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 Manager include diversification of the Fund's investments in terms of its exposure to various industries, sectors, countries and asset classes and/or type of investments (i.e. Shariah-compliant equities and Islamic money market instruments). The Manager may participate in Islamic financial derivatives for currency 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 an investment is deemed to have been reduced following a prolonged rise in equity values and the other available alternative investment may present cheaper valuations and potential higher returns. The Fund also complies with the permitted investments and restrictions imposed by the SC. Adherence to the permitted investments and restrictions also helps the Manager to risk-manage the Fund's portfolio in terms of diversification. Moreover, the Manager in making its investment decisions shall at all times comply with the investment restrictions of the Fund and requirements as set out in the Deed.

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

The Manager may take temporary defensive positions that may be inconsistent with the Fund's principal strategy in attempting to respond to adverse economic, political or any other market

conditions. In such circumstances, the Manager may reallocate up to 100% of the Fund’s Shariah-compliant equity investments into other asset classes such as sukuk, Islamic money market instruments, Islamic deposits with Islamic financial institutions, which are defensive in nature and comply with Shariah requirements.

*^^ Explanatory note on these terms:*

“sustainable dividend payments” means consistent % dividend payout by a company over time, for example the Manager would prefer a company that has a stable dividend payout ratio rather than a company that has high payout ratio in one or two years and zero payout ratio in the next few years.

“create true shareholder value” are companies that are in the judgement of the Manager, deliver value through their management’s ability to grow earnings, dividends and share price. In other words, it is the sum of all strategic decisions that affect the company’s ability to efficiently increase the amount of free cash flow over time, after considering factors such as the effect of inflation, amongst others.

“strong and stable earnings stream” are companies that in the judgement of the Manager, can offer consistently growing/increasing corporate earnings with low volatility from one year to the next.

“strong sustainable dividend yield” are companies that in the judgement of the Manager, can offer increasing dividend payout from one year to the next.

The performance of the Fund is benchmarked against the MSCI China A Islamic Index. Investors should note that, the risk profile of the Fund is different from the risk profile of the benchmark.

**1.2.3 Investment Approach**

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

Equities



Islamic liquid assets

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

To ensure compliance with Shariah requirements, the Fund is restricted to Islamic money market instruments, Islamic deposits with Islamic financial institutions and Islamic collective investment schemes investing in Islamic money market instruments and/or Islamic deposits with Islamic financial institutions that complies with Shariah principles and prohibited from investing in conventional money market instruments.

#### **1.2.4 Investment in Unlisted Shariah-compliant Securities**

The Manager will only make such investments that are consistent with the objective and enhance the performance of this Fund. The Fund's investments in unlisted Shariah-compliant securities (if any) shall always be subject to the restriction stipulated in section 1.3 (a). However, the exposure to investments in unlisted Shariah-compliant securities shall not include Shariah-compliant equities not listed for trading in a stock market of a stock exchange but have been approved for such listing and offered directly to the Fund by the issuer.

#### **1.2.5 Islamic Collective Investment Schemes**

The Manager will only make such investments that are consistent with the objective and enhance the performance of this Fund. In addition, the Manager will only make such investments if the target fund is registered or authorized 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 SC Guidelines issued by the Securities Commission. The Fund's Shariah-compliant investments in Islamic collective investment schemes (if any) shall always be made subject to the restrictions stipulated in section 1.3 (g) and (l).

#### **1.2.6 Islamic Financial Derivatives**

Where appropriate, the Fund or the USD Class may participate in Islamic financial derivatives such as currency forwards, swaps or any other categories of financial derivatives which are structured in a Shariah-compliant manner, permitted by the relevant authorities from time to time, when appropriate. Such participation in Islamic financial derivatives shall commence only if the structure of the Islamic financial derivatives as well as the underlying financial instruments complies with Shariah requirements. The Fund's or the USD Class's participation in Islamic financial derivatives is to hedge the investment portfolio/ USD Class from exposure to foreign currency volatility arising from investment portfolio/ translation in USD NAV computation when the base currency of the Fund is different from USD. Hence, the benefit of any upside of currency movements is limited. The purpose of hedging is to protect the value of the portfolio.

When participating in such instruments, the Manager will monitor the Islamic derivative valuation and credit ratings of the financial institutions as counterparty to the instruments, where applicable and take appropriate actions to mitigate any risk associated with such instruments. This may extend to unwinding of Islamic derivative instruments if there is a need to terminate current position due to reversal in market movement, redemptions in Units or upon downgrade of the credit ratings of the Islamic financial institutions. The Fund's holding in Islamic financial derivatives (if any) shall always be subject to the restrictions stipulated in section 1.3 (f) and (h).

#### **1.2.7 Foreign Shariah-compliant Securities**

The Fund may invest minimum 70% of NAV in Shariah-compliant securities of companies listed on or traded in foreign markets under the supervision of regulatory authorities who are ordinary or associate members of the International Organisation of Securities Commissions ("IOSCO") which includes, but not limited to, Hong Kong SAR, People's Republic of China,



Taiwan, Singapore, the United States of America and the United Kingdom. The Fund's investments may also include Islamic collective investment schemes (including Islamic REITs and Islamic ETFs) domiciled in Singapore, Hong Kong SAR, Luxembourg, the United Kingdom and the United States of America.

### **1.2.8 Islamic Liquid Assets**

The Manager in structuring the Fund's portfolio will endeavour to maintain sufficient Islamic liquid assets for the purpose of meeting redemptions and to enable the proper and efficient management of the Fund.

This Fund shall not source for financing in connection with its activities or provide financing on any of its cash or investments unless permitted by the SC 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. As permitted by the SC Guidelines, the Fund may obtain Islamic financing facility on a temporary basis (i.e. not more than one (1) month) from Islamic financial institutions to meet redemption requests. Such financing shall not exceed ten (10) per cent of the Net Asset Value at the time the financing facility is incurred.

### **1.2.9 Distribution Policy**

Distribution is incidental, subject to the availability of income at the end of the financial year.

### **1.3 Permitted Investments and Restrictions**

This Fund may invest or participate in Shariah-compliant securities of and Shariah-compliant securities relating to<sup>^</sup> companies listed on Bursa Malaysia or traded in or listed on any other market considered as an Eligible Market, sukuk traded in or under the rules of an Eligible Market, unlisted Shariah-compliant equities or Shariah-compliant equity related securities<sup>^</sup> that are traded in or under the rules of an Eligible Market, Islamic collective investment schemes, Islamic financial derivatives for hedging purposes only, Islamic liquid assets (comprising Islamic money market instruments and Islamic deposits with Islamic financial institutions and Islamic collective investment schemes investing in Islamic money market instruments and/or Islamic deposits with Islamic financial institutions), the lending of Shariah-compliant securities that complies with Shariah requirements and any other Shariah-compliant investments permitted by the SACSC and/or the Shariah Adviser from time to time. Consequently, all investments for this Fund are to be designated as Shariah-compliant and in this regard, the Shariah Adviser will advise on the selection of investments to ensure compliance with Shariah requirements.

<sup>^</sup> With respect to Shariah-compliant equity related securities comprising Shariah-compliant warrants and convertibles, the Fund will only invest in Shariah-compliant warrants and convertibles that are capable of being converted into new shares.

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

- a) The value of the Fund's investments in unlisted Shariah-compliant securities must not exceed ten (10) per cent of the Net Asset Value, or any other limit as may be prescribed by the Securities Commission from time to time.
- b) The value of the Fund's investments in Shariah-compliant ordinary shares issued by any single issuer must not exceed ten (10) per cent of the Net Asset Value, or any other limit as may be prescribed by the Securities Commission from time to time.

- c) The value of the Fund's investments in transferable Shariah-compliant securities (i.e. Shariah-compliant equities and Shariah-compliant warrants that are capable of being converted into shares) and Islamic money market instruments issued by any single issuer must not exceed fifteen (15) per cent of the Net Asset Value, or any other limit as may be prescribed by the Securities Commission from time to time.
- d) The value of the Fund's placement in Islamic deposits with any single Islamic financial institution must not exceed twenty (20) per cent of the Net Asset Value, or any other limit as may be prescribed by the Securities Commission from time to time.
- e) The value of the Fund's investments in transferable Shariah-compliant securities and Islamic money market instruments issued by any group of companies must not exceed twenty (20) per cent of the Net Asset Value, or any other limit as may be prescribed by the Securities Commission from time to time.
- f) The aggregate value of the Fund's investments in transferable Shariah-compliant securities, Islamic money market instruments, Islamic deposits with Islamic financial institutions and Islamic collective investment schemes investing in Islamic money market instruments and/or Islamic deposits with Islamic financial institutions and over-the-counter (OTC) Islamic financial derivatives issued by or placed with, as the case may be, any single issuer/institution must not exceed twenty five (25) per cent of the Net Asset Value, or any other limit as may be prescribed by the Securities Commission from time to time.
- g) The value of the Fund's investments in Units/shares of any Islamic collective investment scheme must not exceed twenty (20) per cent of the Net Asset Value, or any other limit as may be prescribed by the Securities Commission from time to time.
- h) The value of the Fund's OTC Islamic financial derivatives transactions with any single counter-party must not exceed ten (10) per cent of the Net Asset Value, or any other limit as may be prescribed by the Securities Commission from time to time; and the Fund's exposure to the underlying assets (vide the Islamic financial derivatives) must not exceed the Fund's investment spread limits as stipulated in (b), (c), (d), (e), (f) and (g) above. In addition, the Fund's exposure owing to its Islamic financial derivatives position must not exceed the Net Asset Value. Notwithstanding anything stated herein, the Fund's exposure to Islamic financial derivatives will always be limited to the Fund's exposure to the relevant risks.
- i) The Fund's investments in transferable Shariah-compliant securities (other than sukuk) must not exceed ten (10) per cent of the Shariah-compliant securities issued by any single issuer, or any other limit as may be prescribed by the Securities Commission from time to time.
- j) The Fund's investments in sukuk must not exceed twenty (20) per cent of the sukuk issued by any single issuer, or any other limit as may be prescribed by the Securities Commission from time to time.
- k) The Fund's investments in Islamic money market instruments must not exceed ten (10) per cent of the instruments issued by any single issuer, or any other limit as may be prescribed by the Securities Commission from time to time. Such limit does not apply to Islamic money market instruments that do not have a pre-determined issue size.
- l) The Fund's investments in Islamic collective investment schemes must not exceed twenty five (25) per cent of the Units/shares in any one Islamic collective investment scheme, or any other limit as may be prescribed by the Securities Commission from time to time.

The limits and restrictions mentioned herein must be complied with at all times based on the most up-to-date value of the Fund's investments. However, a 5% allowance in excess of the limits or restrictions is permitted where the limit or restriction is breached through an

appreciation or depreciation of the Net Asset Value (whether as a result of an appreciation or depreciation of the investment or as a result of repurchase of Units or payment made from the Fund). The Manager will not make any further acquisitions to which the relevant limit is breached, and the Manager will within a reasonable period of not more than three (3) months from the date of the breach take all necessary steps and actions to rectify the breach. Such limits and restrictions however, do not apply to Shariah-compliant securities or instruments that are issued or guaranteed by the government or Bank Negara Malaysia.

#### **1.4 Shariah Methodology and Shariah Investment Guidelines**

In addition to the investment approach stated above, the Fund's investments in Shariah-compliant securities and Shariah-compliant instruments are also screened to ensure that they meet stipulated financial filters and are not involved in activities prohibited under Shariah. The prohibited core activities that must be avoided includes:

- a) Financial services based on *riba* (interest);
- b) Gambling and gaming activities;
- c) Production, processing and sale of alcoholic beverages and non-halal food or related products;
- d) Conventional insurance activities;
- e) Entertainment activities that are non-permissible according to Shariah;
- f) Manufacture or sale of tobacco-based products or related products;
- g) Stockbroking or share trading in Shariah non-compliant securities;
- h) Weapons and defence;
- i) Other activities considered non-permissible according to the Shariah; and/or
- j) Any further restriction as determined from time to time by the SACSC and/or the Shariah Adviser for Malaysian investments, and as determined from time to time by the Shariah Adviser for investments in foreign markets.

In screening the investment activity of the Fund, the Shariah Adviser will ensure that at all times the investments of the Fund would be restricted to Shariah-compliant securities and instruments.

For investments in listed securities on Bursa Malaysia, the Fund will only invest in securities listed on the SACSC's list of Shariah-compliant securities. For securities and instruments that are not classified as Shariah-compliant by the SACSC or the Shariah Advisory Council of Bank Negara Malaysia, the Shariah Adviser will determine whether the securities are Shariah-compliant for investment by the Fund in accordance to the following Shariah methodology and Shariah investment guidelines.

##### **Shariah Investment Guidelines adopted by the Shariah Adviser**

The following matters are adopted by the Shariah Adviser in determining the Shariah status of equity investments of the Fund.

##### **1. Investment in Malaysia**

###### **Equity:**

Reference for investment in local securities is based on the list of Shariah-compliant securities issued by the SACSC twice yearly on the last Friday of May and November which is readily available at the Securities Commission's website.

However, for the Shariah status of Initial Public Offering (IPO) companies that have yet to be determined by the SACSC, the Shariah Adviser adopted the following analysis in determining

the Shariah status of these companies. The status determined by the Shariah Adviser is taken on a temporary basis until the Shariah status of the particular IPO company is determined in the subsequent release of the “List of Shariah-compliant Securities” issued by SACSC.

Quantitative Analysis

The Shariah Adviser adopts a two-tier quantitative approach which applies the business activity benchmark and the financial ratio benchmark in determining the Shariah status of the securities. Hence, the securities will be classified as Shariah-compliant if they are within the business activity benchmark and the financial ratio benchmark. If any of these benchmarks are exceeded, the Shariah Adviser will not accord a Shariah-compliant status for such equities.

Business activities benchmark

The contribution of Shariah non-compliant activities to the overall revenue and profit before taxation of the company will be computed and compared against the relevant business activities benchmark as follows:

- (a) The 5% benchmark would be applicable to the following business activities:
- (i) Conventional banking;
  - (ii) Conventional insurance;
  - (iii) Gambling;
  - (iv) Liquor and liquor-related activities;
  - (v) Pork and pork-related activities;
  - (vi) Non-halal food and beverages;
  - (vii) Shariah non-compliant entertainment;
  - (viii) Interest income from conventional accounts and instruments (including dividends from investment in Shariah non-compliant instruments and interest income awarded arising from a judgement by a court or arbitrator);
  - (ix) Tobacco and tobacco-related activities; and
  - (x) Other activities deemed non-compliant according to Shariah.

For the abovementioned businesses or activities, the contribution of Shariah non-compliant businesses or activities to the overall revenue or profit before taxation of the company must be less than 5%.

- (b) The 20% benchmark would be applicable to the following activities:

- (i) Share trading;
- (ii) Stockbroking business;
- (iii) Rental received from Shariah non-compliant activities; and
- (iv) Other activities deemed non-compliant according to Shariah.

For the abovementioned businesses or activities, the contribution of Shariah non-compliant businesses or activities to the overall revenue or profit before taxation of the company must be less than 20%.

Financial ratio benchmarks

For the financial ratios benchmark, the Shariah Adviser takes into account the following:

- (a) Cash over total assets must be lower than 33%

Cash will only include cash placed in conventional accounts and instruments, whereas cash placed in Islamic accounts and instruments will be excluded from the calculation.

- (b) Debt over total assets must be lower than 33%

Debt will only include interest-bearing debt whereas Islamic debt or financing or sukuk will be excluded from the calculation.

Qualitative Analysis

Companies which have passed the quantitative test will be further subjected to qualitative screening before the equities of such companies can be classified as Shariah-compliant. In this analysis, the Shariah Adviser will look into aspects of general public perception of the companies' image, core businesses which are considered important and *maslahah* (beneficial) to the Muslim *ummah* (nation) and the country, the non-permissible elements are very small and involve matters like *umum balwa* (common plight and difficult to avoid), '*uruf*' (custom) and rights of the non-Muslim community which are accepted under the Shariah.

**Islamic money market instruments:**

The selection of these instruments for investments will be based on the instruments' lists readily available at the website of Bank Negara Malaysia.

**2. Investment in foreign markets**

**Equity:**

Quantitative Analysis

The Shariah Adviser takes into account the following parameters of MSCI Shariah screening methodology in determining the Shariah status of the listed companies.

- 1) Shariah non-compliant income of the companies arising from the following non-permitted business activities must not exceed certain designated thresholds\*:
  - a) Conventional financial (non-Islamic banking, finance, insurance, etc);
  - b) Alcohol;
  - c) Pork related products and non-halal food production, packaging and processing or any other activity related to pork and non-halal food;
  - d) Entertainment (casinos, gambling, cinema, music, pornography and hotels);
  - e) Tobacco; and
  - f) Weapons, arms and defence manufacturing.

\* In accordance with MSCI Shariah screening methodology, a five per cent threshold would be applied. The thresholds may vary in accordance with the development of Islamic finance. Should any of the parameters fail to satisfy the thresholds, the Shariah Adviser will not accord a Shariah-compliant status for such companies.

- 2) After companies have been screened by their business sector activity, the remaining companies are further examined on their finances to ensure that these companies are Shariah-compliant. Only companies that meet the following financial ratios will be classified as Shariah-compliant:
  - a) Cash and interest bearing items are less than 33.333% of total assets;
  - b) Total debts is less than 33.333% of total assets; and
  - c) Total account receivables and cash are less than 49% of total assets.

### Qualitative Analysis

Companies which have passed the above quantitative test will be further subjected to qualitative screening before the equities of such companies can be classified as Shariah-compliant. In this secondary analysis, the Shariah Adviser will look into aspects of the general public perception of the respective companies' image, core businesses which are considered important and *maslahah* (beneficial) to the Muslim *ummah* (nation) and the country, the non-permissible elements are very small and involve matters such as *umum balwa* (common plight and difficult to avoid), *'uruf* (custom) and rights of the non-Muslim community which are accepted by the Shariah.

### **Shariah non-compliant investments**

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

#### **a) Shariah non-compliant securities**

If the Manager mistakenly invests the Fund in Shariah non-compliant securities, the Manager needs to dispose of these Shariah non-compliant securities within one (1) month upon becoming aware of the status of the securities. Any gain made in the form of capital gain or dividend received during or after the disposal of the securities has to be channelled to *baitulmal* or charitable bodies as advised by the Shariah Adviser. The Fund has a right to retain only the original investment cost. However, if the investment sustained a loss, the Manager is to reimburse the Fund the original investment cost.

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

#### **b) Reclassification of Shariah status of the Fund's investment**

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

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

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

- (i) any issue of new securities by a company whose Shariah non-compliant securities are held by the Fund, for example rights issues, bonus issues, special issues and warrants that are capable of being converted into shares

(excluding securities whose nature is Shariah non-compliant e.g. irredeemable convertible unsecured loan stock (ICULS)); and

- (ii) securities of other companies offered by the company whose Shariah non-compliant securities are held by the Fund,

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

### **Purification process of the Fund**

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

In accordance with MSCI Shariah screening methodology, a five percent ratio is applied to the dividend income received to calculate the purification amount to be channelled to *baitulmal* or any charitable organisations as advised by the Shariah Adviser.

### **Zakat for the Fund**

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

## **2. RISK FACTORS**

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

#### **General Risks**

##### **a) Management risk**

This refers to the expertise of the Manager in the day-to-day management of the Fund. Lack of expertise of the fund manager may adversely affect the returns from the Fund's investments and consequently, the Unit Holder's investment. The selection of the Fund's investments is a subjective process. The assets of the Fund selected by the Manager may perform better or worse than the overall market or as compared to other similar funds in the market.

##### **b) Redemption risk**

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

##### **c) Loan / financing risk**

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

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

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

**d) Risk of non-compliance**

The risk arises should the Manager not follow the provisions set out in the Deed or the law that governs the Fund or its own internal procedures whether due to the Manager's oversight, or if the Manager acts fraudulently or dishonestly. Such non-compliance may result in the Fund being mismanaged and may affect the Unit Holders' investments should the rectification of the non-compliance negatively affect the Unit Holder's investments in the Fund.

**e) Returns are not guaranteed**

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

**Investments Risks**

**a) Counterparty and issuer risk**

This risk refers to the possibility that the issuer of an Islamic money market instrument or the Islamic deposits with Islamic financial institutions will not be able to make timely payments of profit and/or principal repayment when it becomes due. This may lead to a default in the payment of principal and/or profit and ultimately a reduction in the value of the Fund.

**b) Market risk**

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

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

**a) Country risk**

The Fund will be investing in foreign markets. The foreign investments portion of the Fund may be affected by risks specific to the country that the Fund invests in. Such risks include changes in the country's economic fundamentals, social and political stability, currency movements and foreign investments policies. These factors may impact the prices of the securities that the Fund invests in and ultimately lower the Net Asset Value.



**b) Currency risk**

This risk is associated with investments that are quoted in foreign currency denomination. When a security is denominated in a foreign currency which fluctuates unfavourably against the RM, the Fund may face currency loss. This may lead to a lower Net Asset Value expressed in RM. In addition, an investor investing into a Class denominated in currencies other than in RM may also be subject to further currency risk as fluctuation to the exchange rate of the respective currency of that Class against RM may impact the value of the Net Asset Value per Unit expressed in the currency of the relevant Class. The Fund may participate in Islamic currency hedging instruments to mitigate the currency risk, if necessary.

**c) Market risk**

The economic and political conditions in developing and emerging markets differ from those in developed markets and offer less social, political and economic stability as compared to developed markets.

Other risks in developing and emerging markets that can adversely impact the Fund may include:

- Investment and repatriation restrictions
- The potential for unusual volatility in developing and emerging markets is higher as compared to more industrialised nations
- Limited information to the investors and less stringent disclosure requirements
- Shallow and substantially smaller liquid securities markets than in more industrialised nations resulting in illiquid securities markets
- Certain local tax law considerations that may negatively impact the Fund's investment
- Limited regulation of the securities markets
- The possibility of limited legal recourse for the Fund and the custodial and/or the settlement systems may not be fully developed

These risks are likely to exist to a greater or lesser degree in some of the markets that the Fund may invest in.

Investing in emerging markets such as the People's Republic of China subjects the Fund to a higher level of market risk than investments in a developed country. This is due to, among other things, greater market volatility, lower trading volume, political and economic instability, settlement risk, greater risk of market shut down and more governmental limitations on foreign investment than those typically found in developed markets. The regulatory and legal framework for capital markets in China may not be as well developed when compared with those of developed countries.

**d) Particular security risk**

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

**e) Reclassification of Shariah status risk**

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

Please refer to Section 1.4 on the Fund's Shariah methodology on the treatment of gains and losses as a result of the reclassification of Shariah non-compliant investments.

Investors are reminded that the risks listed above may not be exhaustive and if necessary, they should consult their adviser(s), e.g. their bankers, lawyers, Shariah advisers, stockbrokers or independent professional advisers for a better understanding of the risks.

**3. VALUATION OF ASSETS**

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

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

Illustration

When markets close for trading on 26 November 2018 (Monday), the valuation date will be the next day in which the Manager is open for business, i.e. 27 November 2018 (Tuesday). Thus, the major newspapers' publication date for the price as at 26 November 2018 (Monday) will be on 28 November 2018 (Wednesday).

Investors may obtain the most current computed price by contacting the Manager directly at 03-9205 8000 [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 appropriately, that is, at market value, failing which, such assets will be valued at fair value and at all times in compliance with the relevant laws (including approved accounting standards).

Accordingly, where applicable:

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

However, if: -

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

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

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

#### **4. FEES, CHARGES AND EXPENSES**

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

##### **4.1 Charges**

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

###### **(a) Sales Charge**

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

<b>Distributor</b>	<b>% of investment amount</b>
Corporate Unit Trust Scheme Adviser (CUTA)	Up to 5.50%.
Institutional Unit Trust Scheme Adviser (IUTA)	Up to 5.50%.
Tied (Retail) Agent	Up to 5.50%.
Direct Sales (Direct Investment with the Manager)	Up to 5.50%.

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

###### Illustration

If an investor purchased 20,000 Units during the Fund's initial offer period from a distributor that levies a sales charge of 5.50%, the investor would have paid a sum of RM21,100.00 for RM Class and USD21,100.00 for USD Class which is made up of:-

	<u>RM Class</u>	<u>USD Class</u>
Investment amount	RM20,000.00	USD20,000.00
Sales charge at 5.50% <sup>1</sup>	RM1,100.00	USD1,100.00
Total amount paid by the investor	<u>RM21,100.00</u>	<u>USD21,100.00</u>
The investor will be allotted with 20,000 Units calculated as follows:	<u>RM20,000.00</u> RM1.0000 <sup>2</sup>	<u>USD20,000.00</u> USD1.0000 <sup>2</sup>
	= 20,000.00 Units <sup>3</sup>	= 20,000.00 Units <sup>3</sup>

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 government from time to time.

<sup>2</sup> Unit price is rounded to the nearest 4 decimal places.

<sup>3</sup> Units computed are rounded to the nearest 2 decimal places.

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

**(b) Repurchase Charge**

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

**(c) Other Charges**

**(i) Switching of Units**

Unit Holders may switch Units of the RM Class or the USD Class to units of any fund under the management of the Manager that are of the same currency units and that allow for switching.

- a. 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 charge<sup>1</sup> of RM25.00 for a switch from the RM Class to the other fund while a switch from the USD Class to the other fund will incur a charge<sup>1</sup> of USD10.00.
- b. Unit Holders switching to a fund that imposes a higher sales charge will pay the difference in sales charge. If the switch is from the RM Class, the charge payable is in RM and if the switch is from the USD Class, the charge payable is in USD.

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

**(ii) Transfer of Units**

RM Class	RM 5.00 per transfer <sup>1</sup> .
USD Class	USD 5.00 per transfer <sup>1</sup> .

Transfer is allowed between Unit Holders of the same Class. Please refer to section 5.6 (e) (How to Transfer Ownership of Units).

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 government from time to time.

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

**4.2 Fees and Expenses**

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

**(a) Management Fee**

The Manager is entitled to the following applicable management fee<sup>1</sup> 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 Manager's and Trustee's fees for that particular day:

Illustration

Assuming that the Net Asset Value (before deducting the Manager's fee and Trustee's fee) for a particular day is RM100,000,000.00 and the annual management fee is at the rate of one point eight per cent (1.80%) per annum, the calculation of the management fee of the Fund is as follows:

$$\frac{\text{RM}100,000,000.00 \times 1.80\%}{365 \text{ days}^*} = \text{RM}4,931.51$$

Total management fee payable for that particular day = RM4,931.51

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

<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 government from time to time.

**(b) Trustee's Fee**

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

Illustration

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

$\frac{\text{RM}100,000,000.00 \times 0.06\%}{365 \text{ days}^*}$	=	RM164.38
Total trustee fee payable for that particular day	=	RM164.38

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

<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 government from time to time.

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

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

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

**4.3 Reduction 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 of a Class) or specifically (for any particular Unit Holder 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 if the goods and services are of demonstrable benefit to the Unit Holders and in the form of research and advisory services that assist in the decision making process relating to the Fund's investments, such as research materials and computer software, which are incidental to the investment management activities of the Fund and any dealing with the broker or dealer is executed on terms which are the most favourable for the Fund.

**4.5 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 government from time to time.

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

**5. TRANSACTION INFORMATION**

**5.1 Pricing**

The Manager adopts a single pricing policy, i.e. the Selling Price and the Repurchase Price is the Net Asset Value per Unit 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 Fund's initial offer period of the respective Class.

## 5.2 Valuation of Units

The valuation of Units is based on the NAV of the respective Class and is calculated at the end of 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, except during the Fund's initial offer period. NAV 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. RM. To determine the NAV of each Class, all the assets and liabilities of each Class will be converted to RM. The Net Asset Value per Unit of each Class will be the NAV attributable to a Class divided by the total number of Units in circulation for that Class, at that valuation point.

### Illustration of computation of the Net Asset Value per Unit for a particular day after the Fund's initial offer period

	Fund (RM)	RM Class (RM)	USD Class (RM)
Gross Net Asset Value before income and expenses	128,509,011.00	123,509,011.00	5,000,000.00
MCR (%)	100%	<sup>(1)</sup> 96.11%	<sup>(1)</sup> 3.89%
Add: income	30,000	<sup>(2)</sup> 28,833.00	<sup>(2)</sup> 1,167.00
Less: expenses	(9,600)	(9,226.56)	(373.44)
Gross NAV before management fee & trustee fee	128,529,411.00	123,528,617.44	5,000,793.56
<u>Less adjustments:</u>			
Management fee (1.80%) per annum		(6,091.82)	(246.61)
Trustee fee (Up to 0.06%) per annum		(203.06)	(8.22)
Net Asset Value		123,522,322.56	5,000,538.73
<sup>(3)</sup> Units in circulation		111,054,119	1,500,000
Exchange rate for RM/ USD			3.3337
			4.2000
<b>NAV per Unit</b>		<b>RM1.1123</b>	<b>USD0.7937</b>

<sup>(1)</sup>Multiclass Ratio (MCR) computation:

$$\frac{\text{NAV of the Class}}{\text{NAV before income and expenses for the day}} \times 100$$

RM Class		USD Class	
123,509,011	x 100	5,000,000	x 100
128,509,011		128,509,011	
= 96.11%		= 3.89%	

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

	(RM)	RM Class (RM)	USD Class (RM)
Add: income	30,000	MCR x income = 96.11% x 30,000 = 28,833.00	MCR x income = 3.89% x 30,000 = 1,167.00
Less: expenses	(9,600)	MCR x expenses = 96.11% x 9,600 = 9,226.56	MCR x expenses = 3.89% x 9,600 = 373.44

<sup>(3)</sup>Units in circulation

	RM Class (Units)	USD Class (Units)
Units in circulation	111,054,119	1,500,000

**NAV per Unit is rounded to 4 decimal places.**

*Please note that the above is for illustration purpose only.*

### 5.3 Computation of Purchase of Units

(i) During the Fund's initial offer period

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

Illustration

If an investor purchased 20,000 Units during the Fund's initial offer period from a distributor which levies a sales charge of 5.50%, he would have paid a sum of RM21,100.00 for RM Class and USD21,100.00 for USD Class, which is made up of:-

	RM Class	USD Class
Investment amount	RM20,000.00	USD20,000.00
Sales charge @ 5.50% <sup>1</sup>	RM1,100.00	USD1,100.00
Total amount paid by the investor	RM21,100.00	USD21,100.00
The investor will be allotted with Units calculated as follows:	RM20,000.00 RM1.0000 <sup>2</sup> = 20,000.00 Units <sup>3</sup>	USD20,000.00 USD1.0000 <sup>2</sup> = 20,000.00 Units <sup>3</sup>

(ii) After the Fund's initial offer period

After the Fund's initial offer period, 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 request for Units is received by the Manager ("forward pricing"). A sales charge will be computed separately based on the investment amount / purchase amount, net of bank charges (if any).

Illustration

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 5.50%, the investor would have paid a sum



of RM21,100.00 for RM Class and USD21,100.00 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 @ 5.50% <sup>1</sup>	RM1,100.00	USD1,100.00
Total amount paid by the investor	RM21,100.00	USD21,100.00
The investor will be allotted with Units calculated as follows:	RM20,000.00	USD20,000.00
	RM0.9899 <sup>2</sup>	USD1.8610 <sup>2</sup>
	= 20,204.06 Units <sup>3</sup>	= 10,746.91 Units <sup>3</sup>

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 government from time to time.

<sup>2</sup> Unit price is rounded to the nearest 4 decimal places.

<sup>3</sup> Units computed are rounded to the nearest 2 decimal places.

#### 5.4 Computation of Redemption of Units

(i) During the Fund's initial offer period

During the Fund's initial offer period, the Repurchase Price is fixed at the initial offer price of the respective Class during the Fund's initial offer period of the respective Class. Any bank charges incurred will be borne by the Unit Holders.

(ii) After the Fund's initial offer period

After the Fund's initial offer period, 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 Units is received by the Manager ("forward pricing"). The Manager does not charge any repurchase charge for this Fund. Any bank charges incurred will be borne by the Unit Holders.

Illustration

If an investor makes a redemption of RM20,000.00 and USD20,000.00, the investor would receive proceeds of redemption as follows:

	<b>RM Class</b>	<b>USD Class</b>
Redemption amount	RM20,000.00	USD20,000.00
Less: repurchase charge	NIL	NIL
Net amount payable to the investor	RM20,000.00	USD20,000.00

#### 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 its equivalent in foreign currencies) or more.

## **5.6 Transaction Details**

All transactions in USD denominated Class are to be settled in USD via bank transfers. This is applicable to investors investing in USD Class, whereas investors investing in RM 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 branch offices, or to any of its participating institutional unit trust advisers (IUTAs) or any other authorized distributors before their respective cut-off times.

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

	<b>RM Class</b>	<b>USD Class</b>
Minimum initial investment	RM1,000.00	USD1,000.00
Minimum additional investment	RM100.00	USD100.00

However, the Manager may from time to time accept 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 branch offices, or to any of its participating IUTAs or any other authorised distributors on any day other than Saturdays, Sundays and public holidays before their respective cut-off times. All redemption requests will be processed in accordance with the redemption conditions for the Fund. Redemption monies will be paid within ten (10) days after receipt by the Manager of the request to repurchase.

For partial redemption, the balance of Units after the redemption must be at least nine hundred (900) Units or such other lower quantity as the Manager may from time to time accept (the "minimum investment balance"). There are no restrictions on the number of Units a Unit Holder can redeem out of his investments or the frequency of redemptions in a year. However, the Manager shall not be bound to comply with any request for redemption of Units if the balance of Units held after the redemption is less than the minimum investment balance.

### **(b) Cooling-off Period**

The cooling-off right refers to the right of an individual investor to obtain a refund of his investment if he so requests within the cooling-off period. The cooling-off right is

only given to an individual investor, other than those listed below, who is investing in any unit trust fund managed by the Manager for the first time:

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

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

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

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

<sup>#</sup> These are the working days when the Manager is open for business.

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

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

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

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

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

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

Unit Holders may switch Units of the Classes to units of any fund under the management of the Manager that are of the same currency units and that allow for switching. To do a switch, Unit Holders need to forward the completed form of request to switch to the Manager's registered/principal office or any of its branch offices, or to any of its participating IUTAs and any other authorised distributors before their respective cut-off times (except during the Fund's initial offer period). The minimum amount for a switch is five hundred (500) Units or such other quantity as the Manager may from time to time decide. There are no restrictions as to the number of switches a Unit Holder may perform or the frequency of switching. The minimum investment balance must be at least nine hundred (900) Units or such other lower quantity as the Manager may from time to time decide after the switch. The Manager however, reserves the right to vary these terms.

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

Where allowed, investors may transfer their holdings of Units to another investor by forwarding the completed form of transfer to the Manager's registered/principal office or any of its branch offices, or to any of its participating IUTAs or any other authorized distributors before their respective cut-off times.

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

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

However, the Manager may decline to register any partial transfer of Units if the registration would result in the transferor or the transferee holding less than nine hundred (900) Units or such other lower quantity as the Manager may from time to time accept (the minimum investment balance). The Manager may also refuse an entry of transfer during the fourteen (14) days preceding an income distribution date.

**(f) Unclaimed Monies**

All money payable to a Unit Holder may be paid by telegraphic transfer or electronic payments or cheques. In the event such moneys are payable to Unit Holders (if payment was made by cheque, and the cheque is not presented for payment by the date which falls six (6) months from the date of the cheques), the Unit Holder may request the Manager to arrange for the moneys to be paid by telegraphic transfer or electronic payments or by a replacement cheque to the Unit Holder. 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. 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 is published daily in major newspapers. The Manager will ensure the accuracy of the price to the major newspapers for publication. The Manager, however, will not be held liable for any error or omission in the price published as this is beyond the Manager's control. In the event of any conflict between the price published and the price computed by the Manager, the Manager's computed price shall prevail.

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

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 [rhbiim.enquiry@rhbgroupp.com](mailto:rhbiim.enquiry@rhbgroupp.com).

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

***Investors must not make payment in cash to any individual agent when purchasing Units.  
The Fund's annual report is available upon request.***

**(h) Dealing Hours**

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

**5.7 Mode of Distribution**

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

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

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

**5.8 Additional Information**

**(a) Zakat for the Fund**

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

**(b) Other Classes**

The Fund may issue any Class from time to time whereby each Class may have different features in terms of currency denomination, fees and expenses and transaction details. Existing Unit Holders will be notified of the issuance of the new Class via the Manager's website at [www.rhbgroup.com](http://www.rhbgroup.com).

**6. SALIENT TERMS OF THE DEED**

The Deed dated 11 October 2018 and any other supplemental deeds that may be registered with the Securities Commission from time to time.

**6.1 Rights and Liabilities of Unit Holders**

**6.1.1 Recognition of Unit Holders**

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

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

**6.1.2 Rights of Unit Holders**

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

- (a) to receive distributions of the Fund (if any), and if entitled to that Class, 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 report, interim report 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 its behalf of the rights of the Trustee as the registered owner of such assets.

### **6.1.3 Liabilities of Unit Holders**

A Unit Holder shall not be under any obligation to indemnify the Manager and/or the Trustee in the event that the liabilities incurred by the Manager and/or the Trustee in the name of or on behalf of the Fund pursuant to and/or in the performance of the provisions of the Deed exceed the value of the assets of the Fund, and any right of indemnity of the Manager and/or the Trustee shall be limited to recourse to the Fund.

## **6.2 Fees, Charges, and Expenses Permitted By the Deed**

### **6.2.1 Sales Charge and Repurchase Charge**

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

Sales Charge	Maximum Allowable Rate	10% of the investment amount /purchase amount, net of bank charges (if any).
	Actual Rate Charged	Up to 5.50% of the investment amount/ purchase amount, net of bank charges (if any).
Repurchase Charge	Maximum Allowable Rate	5.00% of the withdrawal amount / repurchase amount.
	Actual Rate Charged	Nil.

These charges are applicable to the Fund as a whole, irrespective of Class.

### **6.2.2 Annual Management Fee**

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

Maximum Allowable Rate
2.50% of the Net Asset Value.

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

- (a) the roles, duties and responsibilities of the Manager;
- (b) the interests of the Unit Holders;

- (c) the nature, quality and extent of the services provided by the Manager;
- (d) the size and composition of the assets of the Fund;
- (e) the success of the Manager in meeting the objective of the Fund;
- (f) the need to maximise returns to Unit Holders; and
- (g) the maximum rate (stipulated above).

**6.2.3 Annual Trustee Fee**

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

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

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

**6.2.4 Increase in Fees and Charges**

Any increase in the actual sales charge, actual repurchase charge, annual management fee and annual trustee 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 fee above the maximum rate prescribed in the Deed can only be made by way of a supplemental deed which will require Unit Holders' or the respective Class (where applicable) approval 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 commissions or fees paid to brokers or dealers; charges and fees paid to sub-custodian; tax and other duties charged on the Fund by the government and other authorities; costs, fees and expenses properly incurred by the auditor appointed for the Fund and other expenses allowed under the Deed.

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

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

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

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

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

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

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

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

The Manager shall have the power to retire in favour of some other corporation and as necessary under any relevant law upon giving the Trustee twelve (12) months' notice in writing of its desire to do so, or such lesser time as the Manager and the Trustee may agree upon, provided such retirement is carried out in accordance with the relevant laws and the terms and conditions under the Deed.

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

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

- (i) the Trustee has ceased to exist; or
- (ii) the Trustee has not been validly appointed; or
- (iii) the Trustee was not eligible to be appointed or to act as trustee under any relevant law; or
- (iv) the Trustee has failed or refused to act as trustee in accordance with the provisions or covenants of the Deed or any relevant law; or
- (v) a receiver has been appointed over the whole or a substantial part of the assets or undertaking of the Trustee and has not ceased to act under that appointment; or
- (vi) a petition has been presented for the winding up of the Trustee (other than for the purpose of and followed by a reconstruction, unless during or following such reconstruction the Trustee becomes or is declared insolvent); or
- (vii) the Trustee is under investigation for conduct that contravenes the Trust Companies Act 1949, the Trustee Act 1949, the Companies Act 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 twelve (12) months' written notice to the Manager of its desire to do so, or such period as the Manager and the Trustee shall agree, and may by



deed 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 or where Securities Commission's authorisation is withdrawn under section 256E of the Capital Markets and Services Act 2007.
- (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.

#### **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 Deed and any relevant laws.

##### **6.5.1 Quorum**

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

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

##### **6.5.2 Manner of Voting and Resolution**

Every Unit Holder entitled to attend the Meeting and to vote, may do so personally or by proxy. At a Meeting, every resolution of the Meeting shall be decided by a show of hands unless a poll is demanded or if the Meeting is to determine on a matter of special resolution, in which case a poll should be taken. On a 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 Unit Holders' 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 in respect of the Fund, the votes of every Unit Holder who is present in person or by proxy shall be based on the NAV per unit of each Unit held by the Unit Holders and shall be converted to the base currency of the Fund 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 may not exercise any voting rights for the Units held by it or its nominees at any Meeting, regardless of the party who requested for the Meeting and the matter or matters which are laid before the Meeting.

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

Unless a poll is so demanded, a declaration by the chairman of the Meeting that a resolution has been carried or carried unanimously or by a particular majority or lost shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

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

### **6.6 Classes of Units**

The Manager shall have the sole and absolute right to issue other classes of Units 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 of Units shall not in the opinion of the Manager prejudice the rights of the Unit Holder of the current available classes of Units.

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

### **7.1 The Manager**

The Manager, RHB Islamic International Asset Management Berhad, a wholly-owned subsidiary of RHB Asset Management Sdn Bhd ("RHBAM"), is a holder of a Capital Markets Services Licence to carry out Islamic fund management activities and a Restricted Dealing Licence to deal in unit trusts issued under the Capital Markets and Services Act 2007. RHBAM, which in turn is a wholly-owned subsidiary of RHB Investment Bank Berhad, is a holder of a Capital Markets Services Licence to carry out fund management activities and a Restricted Dealing Licence to deal in unit trusts issued under the Capital Markets and Services Act 2007. The Manager was incorporated on 17 November 2009 and commenced operations on 23 December 2009.

### **7.2 Board of Directors**

The board of directors of the Manager takes an active part in the affairs of the Manager and the unit trust funds under its management. The board of directors of the Manager meets at least once every three (3) months to receive recommendations and reports on investment activities from the investment committee, set policies and guidelines of the Manager and to review

performance, financial and audit reports of the Manager. Additional meetings shall also be convened, should the need arises.

The board of directors of the Manager are as follows:

1. Mr Yap Chee Meng (Independent non-executive chairman)
2. Mr Chin Yoong Kheong (Senior independent non-executive director)
3. Datuk Nozirah binti Bahari (Independent non-executive director)
4. Puan Sharifatu Laila binti Syed Ali (Independent non-executive director)
5. Puan Sharizad binti Juma'at (Non-independent executive director)

### 7.3 Functions of the Manager

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

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

### 7.4 The Investment Committee

#### Functions of the Investment Committee

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

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

### 7.5 The Investment Team

The investment team is jointly responsible for the overall investment decisions made on behalf of the Fund. The key member of the investment team is as follows:

#### Designated fund manager of the Fund is Encik Nik Hazim Nik Mohamed.

Encik Nik Hazim Nik Mohamed ("Encik Nik") is the chief investment officer of RHB Islamic International Asset Management Berhad ("RHBIIAM"). He joined RHBIIAM as the head of equity on 12 October 2015 carrying over 20 years of investment experience and was appointed as the chief investment officer of RHBIIAM on 12 July 2016. He holds a Capital Markets and Services Representative license specializing in fund management. Encik Nik was previously the head of investment at Kenanga Islamic Investors Berhad and has been with the Kenanga Group for almost 7 years. He was trusted to manage and oversee investments in unit trust funds and private mandate portfolios. Prior to this, Encik Nik was with Permodalan Nasional Berhad ("PNB") for 14 years and was involved in various aspects of PNB's fund management operations. During his stint in PNB, he was also the head of fund management at PNB's Singapore Unit Trust Limited and he managed geographically diverse funds for proprietary accounts and later on, unit trust funds quoted in Singapore. Encik Nik also managed Malaysian centric unit trust funds for PNB and had two years of experience as head of product development for Amanah Mutual Berhad ("AMB"). AMB is a fully-owned subsidiary of PNB.

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

### 7.6 **Manager's Disclosure of Material Litigation and Arbitration**

As at Latest Practicable Date, there is no material litigation and arbitration, including those pending or threatened, and any facts likely to give rise to any proceedings which might materially and adversely affect the business/financial position of the Manager.

### 7.7 **Investment Adviser**

The Manager has engaged an investment adviser, China Asset Management (Hong Kong) Limited, who will provide stock recommendations in relation to the Fund's investments in companies in China. Investments will ultimately be made based on risk-reward profiles.

### 7.8 **The Shariah Adviser**

#### **Background Information**

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

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

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

#### **Roles and Responsibilities of the Shariah Adviser**

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

In line with the SC Guidelines, the roles and responsibilities of the Shariah Adviser are:

- (a) To ensure that the Fund is managed and administered in accordance with Shariah principles;
- (b) To provide expertise and guidance in all matters relating to Shariah principles including on the Fund's deed and prospectus, its structure and investment process, and other operational and administrative matters;
- (c) To consult with Securities Commission where there is any ambiguity or uncertainty as to an investment, instrument, system, procedure and/or process;
- (d) To act with due care, skill and diligence in carrying out its duties and responsibilities;

- (e) To review the Fund's compliance reports as provided by compliance officer, and investment transaction reports provided by, or duly approved by, the Trustee to ensure that the Fund's investments are in line with Shariah principles;
- (f) To prepare a report to be included in the Fund's interim and annual reports certifying whether the Fund has been managed and administered in accordance with Shariah principles for the respective periods concerned.

**Members of RHB Islamic Bank's Shariah Committee**

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

**(a) Dr. Ghazali Jaapar (Chairman)**

Dr. Ghazali Jaapar ("Dr Ghazali") is currently serving as assistant professor of Ahmad Ibrahim Kulliyah of Laws, International Islamic University Malaysia (IIUM). Prior to that, he was a director of Harun M. Hashim Law Centre, IIUM.

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

His areas of expertise are Islamic legal system, principles of Islamic jurisprudence (*Usul al-Fiqh*), Islamic legal maxims, *Siyasah Shar'iyah* (Shariah-oriented policy). He had written numerous journals and articles and presented papers in various forums and seminars.

**(b) Assoc. Prof. Dr. Amir Shaharuddin**

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

Assoc. Prof. Dr. Amir started his career as a tutor in 2003 at Faculty of Economic & Muamalat, USIM, Negeri Sembilan and is still attached with the university as a senior lecturer, teaching several subjects such as Islamic financial institutions and markets, principles and practice of Islamic banking, *Halaqah* studies, credit management, *Qawaid Fiqhiyyah* and Islamic capital market. He also serves as Shariah Committee of Malaysian Airport Consultancy Berhad and Malaysian Electronic Payment System (MEPS).

He has published numerous articles in refereed journals including Journal of Muamalat and Islamic Finance Research (JMIFR), Arab Law Quarterly Journal Syariah and International Shariah Research Academy (ISRA) International Journal of Islamic Finance. He has written various journals and articles in Islamic banking & finance, *zakat*, Islamic law principles of Islamic jurisprudence (*Usul al-Fiqh*), Islamic legal maxims and *Siyasah Shar'iyah* (Shariah-oriented policy) for forums and seminars. He has also presented academic papers in various international seminars such as in Indonesia, Bahrain, United Kingdom and Italy.

**(c) Encik Wan Abdul Rahim Kamil Wan Mohamed Ali**

Encik Wan Abdul Rahim Kamil Wan Mohamed Ali (“Encik Wan Abdul Rahim”) possesses extensive experience in Islamic banking and has been actively involved in various areas of operations including corporate financing and syndication, debt capital market and corporate advisory.

Encik Wan Abdul Rahim started his career in corporate finance department with Aseambankers (Malaysia) Berhad in 1977 before moving to Bank Islam Malaysia Berhad in 1983 under various capacities. He was the chief executive officer of ABRAR Discounts Berhad from 1994 to 2006. Since then he has been an Islamic capital market consultant and trainer to various bodies. He is also a regular trainer and speaker for various seminars and in-house training workshops organized by Bank Negara Malaysia (BNM), Securities Industries Development Corporation (SIDC), Islamic Banking and Finance Institute Malaysia (IBFIM) and other event organizers, both locally and internationally.

He pioneered the development of the Islamic capital market in Malaysia and has innovated the development of several benchmark capital market securities through securitization of Islamic contracts. He has been awarded as “Outstanding Leadership in Islamic Finance” by London Sukuk 2011 organized by ICG Events and UK Trade and Industry Ministry in London, United Kingdom.

Encik Wan Abdul Rahim has been a member of the following:

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

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

**(d) Encik Mohd Fadhly Md Yusoff**

Encik Mohd Fadhly Md Yusoff (“Encik Mohd Fadhly”) has more than 13 years of experience in Islamic capital market during his tenure as a manager at Islamic capital market department of Securities Commission from 1995 to 2008 where he was involved in Shariah compliance supervision in relation to submissions for the issuances of sukuk, structured products, collective investment schemes and Islamic real estate investment trusts (REITs). In addition, he has also undertaken in-depth research for the development of new Islamic capital market instruments as well as providing technical inputs for the preparation of various guidelines issued by the Securities Commission.

Currently, Encik Mohd Fadhly also serves as a Shariah committee member of Sun Life Malaysia Takaful Bhd, Opus Asset Management Sdn Bhd, Apex Investment Services Berhad, National Farmers Organization (NAFAS) as well as an external Shariah adviser for University Tenaga Nasional.

He has actively participated in various industry development initiatives namely the International Organization of Securities Commission (IOSCO) Task Force on Islamic Capital Market, Islamic Financial Services Board's (IFSB) Governance of Islamic Investment Funds Working Group, technical member for the publication of *Resolutions of the Securities Commission Shariah Advisory Council* and Islamic Capital Market educational / promotional programs.

**(e) Puan Shabnam Mohamad Mokhtar**

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

She has conducted various training programs on Islamic banking, sukuk & Islamic capital market products, risk management and financial reporting for clients in the ASEAN region, Gulf Cooperation Council (GCC) and the European market.

She has also contributed chapters in *Housing the Nation* (Cagamas 2013), *Managing Fund Flows, Risks and Derivatives: Applications in Islamic Institutions* (Sweet & Maxwell 2012), *Islamic Financial System: Principles & Operations Market* (ISRA, 2011), *Sukuk* (Sweet & Maxwell 2009), and *Partnership Accounting, Principles and Practice* (McGraw Hill). She served as a member of the Shariah Board of Malaysian Ratings Corporation (MARC) from 2010 to 2014.

**(f) Dr. Ahmad Basri Ibrahim**

Dr. Ahmad Basri Ibrahim ("Dr. Ahmad Basri") is the Head of Shariah Management Department, Permodalan Nasional Berhad (PNB). Prior to this, he was the Deputy Dean (Academic Affairs) at Kuliyyah of Islamic Revealed Knowledge and Human Sciences, IIUM and a Board Member of IIUM Institute of Islamic Banking and Finance (IiIBF).

Dr. Ahmad Basri is currently a Shariah Committee member of Bank Pembangunan Malaysia Berhad (BPMB). Previously, he has served as Chairman of Shariah Committee at OSK Investment Bank Berhad and Great Eastern Takaful Sdn. Bhd, as well as Shariah Committee member of Hong Leong Islamic Bank Berhad and SME Bank.

Dr. Ahmad Basri has vast experience in teaching and has published numerous publications in his fields of specialization i.e. *Fiqh al-Muamalat* (Islamic Law of Transactions), Islamic criminal law, '*al-Siyasah al-Shariyyah*', *Usul al-Fiqh*, and Islamic legal maxims. He has also provided lectures on *Usul al-Fiqh* and Islamic Law of Transactions to various agencies such as Central Bank of Malaysia (BNM), PNB, SIRIM, Great Eastern Takaful Berhad, CIMB and OCBC Al-Amin. He has also received several grants and awards for his research works.

Dr. Ahmad Basri is a registered Shariah Adviser with SC and a member of Association of Shariah Advisors in Islamic Finance (ASAS).

**7.9 Other Information**

Further information on the Manager, the investment committee of the Fund and the Shariah Adviser is provided in the Manager's website at [www.rhbgroup.com](http://www.rhbgroup.com).

**8. THE TRUSTEE OF THE FUND**

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

**8.1 Experience in Trustee Business**

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

**8.2 Duties and Responsibilities of the Trustee**

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

**8.3 Trustee's Statement of Responsibility**

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

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

As at 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.

**8.5 Trustee's Delegate**

The Trustee has appointed the Hongkong and Shanghai Banking Corporation Ltd as the custodian of both the local and foreign assets of the Fund. For quoted and unquoted local investments of the Fund, the assets of the Fund are held through their nominee company, HSBC Nominees (Tempatan) Sdn Bhd. The Hongkong and Shanghai Banking Corporation



Ltd is a wholly owned subsidiary of HSBC Holdings Plc, the holding company of the HSBC Group. The custodian's comprehensive custody and clearing services cover traditional settlement processing and safekeeping as well as corporate related services including cash and security reporting, income collection and corporate events processing. All investments are registered in the name of the Trustee or to the order of the Trustee. The custodian acts only in accordance with instructions from the Trustee.

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

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

Particulars of the Trustee's Delegates

For foreign asset:

The Hongkong And Shanghai Banking Corporation Limited  
6/F, Tower 1, HSBC Centre,  
1 Sham Mong Road, Hong Kong.  
Telephone No: (852)2288 6111

For local asset:

The Hongkong And Shanghai Banking Corporation Limited (As Custodian) and assets held through HSBC Nominees (Tempatan) Sdn Bhd (Co. No. 258854-D)  
No 2 Leboh Ampang  
50100 Kuala Lumpur  
Telephone No: (603)2075 3000 Fax No: (603)2179 6488

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

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

## **8.7 Statement of Disclaimer**

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

## **8.8 Consent to Disclosure**

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

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

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

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

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

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

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

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

### **Cross trades**

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

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

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

### **HSBC (Malaysia) Trustee Berhad**

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

- 1) Where the Fund invests in instruments offered by the related party of the Trustee (e.g placement of monies, etc);
- 2) Where the Fund is being distributed by the related party of the Trustee as Institutional Unit Trust Adviser (IUTA);
- 3) Where the assets of the Fund are being custodised by the related party of the Trustee both as sub-custodian and/or global custodian of the Fund (Trustee's delegate); and

- 4) Where the Fund obtains financing as permitted under the SC 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 arm's length transaction between independent parties.

Subject to the above and any local regulations, the Trustee and/or its related group of companies may deal with each other, the Fund or any Unit Holder or enter into any contract or transaction with each other, the Fund or any Unit Holder or retain for its own benefit any profits or benefits derived from any such contract or transaction or act in the same or similar capacity in relation to any other scheme.

**Other confirmations**

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

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

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

(Prepared for inclusion in this prospectus)

**Private and confidential**

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

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

7 September 2018

Dear Sirs

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

This letter has been prepared for inclusion in this first prospectus in connection with the offer of Units in the RHB Shariah China Focus 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 are liable to income tax at the rate of 24% effective Year of Assessment ("YA") 2016.

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 they are derived.

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

Gains or profit 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>1</sup>; or

- any development financial institution regulated under the Development Financial Institutions Act 2002<sup>1</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>2</sup>.

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

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") is replaced by Sales Tax and Service Tax effective from 1 September 2018.

Under the Sales Tax Act 2018, Service Tax Act 2018 and the subsidiary legislations, 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.

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

Note 2: 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.

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 exclude fees charged by any person who is licensed or registered with the SC 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 cost to the Fund and is not recoverable, unlike the GST input tax which is claimable under the GST regime.

### **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. No other withholding tax will be imposed on the income distribution of the Fund.

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 18% (effective from YA 2017) on chargeable income of up to RM500,000. For chargeable income in excess of RM500,000, the tax rate of 24% is still applicable.

However, the said tax rate of 18% on chargeable income of up to RM500,000 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.

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

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

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

The distribution of single-tier Malaysian dividends and other tax exempt income by the Fund will not be subject to tax in the hands of the Unit Holders in Malaysia. Distribution of foreign income will also be exempt in the hands of the Unit Holders.

Units split by the Fund will be exempt from tax in Malaysia in the hands of the Unit Holders. Any gains realised by the Unit Holders (other than financial institutions, insurance companies and those dealing in securities) from the transfers or redemptions of the Unit 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.

***Sales Tax and Service Tax***

GST is replaced by Sales Tax and Service Tax effective from 1 September 2018.

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

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

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

Yours faithfully



Ong Guan Heng  
Executive Director

## **11. EXPERTS' REPORT**

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

## **12. APPROVALS AND 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 interim reports of the Fund;
- (d) each material contract or document referred to in this prospectus and, in the case of a contract not reduced in writing, a memorandum which gives full particulars of the contract;
- (e) the audited financial statements of the Manager and Fund for the current financial year (where applicable) and for the last three (3) financial years or if the Fund has been established for a period of less than three (3) years, from the date of incorporation or commencement;
- (f) all reports, letters or other documents, valuations and statements by any expert, any part of which is extracted or referred to in this prospectus (if any). Where a summary expert's report is included in this prospectus, the corresponding full expert's report should 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.

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

For information on the participating distributors, please contact:

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

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



# APPLICATION FORM BORANG PERMOHONAN

(INDIVIDUAL / CORPORATE)

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

**1. Minimum Initial/Subsequent Investment**

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

**2. First Applicant**

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

**3. Second Applicant**

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

**4. For Muslim Investors Only**

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

**5. Corporate/Non-corporate Organisation Applicant**

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

**6. Payment**

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

**7. Payment Instruction for Repurchase Transaction**

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

**8. Unit Certificate**

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

**9. Rights Of The Manager**

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

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

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

**UNIT TRUST LOAN FINANCING  
RISK DISCLOSURE STATEMENT**

Investing in a Unit Trust Fund with Borrowed Money / Financing Is More Risky than  
Investing with Your Own Savings

You should assess if loan financing is suitable for you in light of your objectives, attitude to risk and financial circumstances. You should be aware of the risks, which would include the following:

- (i) The higher the margin of financing (that is, the amount of money you borrow for every ringgit of your own money which you put in as deposit or down payment), the greater the potential for loss or gain on your investment.
- (ii) You should assess whether you have the ability to service the repayments on the proposed loan/financing. If your loan/financing is a variable rate loan/financing, and if interest rates/profit rise, your total repayment amount will be increased.
- (iii) If unit prices fall beyond a certain level, you may be asked to provide additional acceptable collateral (where units are used as collateral) or pay additional amounts on top of your normal instalments. If you fail to comply within the time prescribed, your units may be sold towards the settlement of your loan/financing.
- (iv) Returns on unit trusts are not guaranteed and may not be earned evenly over time. This means that there may be some years where returns are high and other years where losses are experienced. Whether you eventually realise a gain or loss may be affected by the timing of the sale of your units. The value of units may fall just when you want your money back even though the investment may have done well in the past.

This brief statement cannot disclose all the risks and other aspects of loan financing. You should therefore carefully study the terms and conditions before you decide to take the loan/financing. If you are in doubt about any aspect of this risk disclosure statement or the terms of the loan financing, you should consult the institution offering the loan/financing.

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**ACKNOWLEDGEMENT OF RECEIPT OF RISK DISCLOSURE STATEMENT**

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

Signature : \_\_\_\_\_

Full Name : \_\_\_\_\_

Date : \_\_\_\_\_

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

**ACCOUNT OPENING**

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

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

**ACCOUNT DETAILS**

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

\* 1.1 Name (as per NRIC/Passport)

\* 1.2 Name Title :  \* 1.3 New NRIC Number  -  -  Old NRIC / Passport :

\* 1.4 Sex:  Male  Female \* 1.5 Date of Birth  -  -  \* 1.6 Marital Status :  Single  Widowed  Married  Divorced

\* 1.7 Nationality :  \* 1.8 Race  Bumiputera  Chinese  Indian  Others

\* 1.9 Occupation:

\* 1.10 Household Annual Income:  RM50,000 & Below  RM50,001- RM150,000  RM150,001- RM250,000  Above RM250,000

\* 1.11 Number of years of experience in investment in unit trust  \* 1.12 Investment Objectives  For Education  For Wealth Accumulation  For Retirement  Others  Please tick (✓) one. Please specify

\* 1.13 Sources of Funds  Savings  Sale of Property  Sale of Investment  Others  Please tick (✓) one. Please specify

**For Muslim Joint Applicant Only :** Please tick (✓) one. Declaration of Hibah  Declaration of Wasi

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

\* 2.1 Name (as per NRIC/Passport/ Birth Certificate)

\* 2.2 Name Title :  \* 2.3 New NRIC / Birth Cert No:  Old NRIC / Passport :

\* 2.4 Sex:  Male  Female \* 2.5 Date of Birth  -  -  \* 2.6 Relationship with principle applicant

**For Muslim Joint Applicant Only :** Please tick (✓) one. Declaration of Hibah  Declaration of Wasi

**3. CONTACT DETAILS**

\* 3.1 Permanent Address (as per NRIC Address)  
  
  
  
 Postcode  Town / City   
 State   
 \* Country

3.2 Correspondence / Mailing Address (if Different) \*  
  
  
  
 Postcode  Town / City   
 State   
 \* Country

\* 3.3 Office Tel. No:  -

\* 3.4 Home Tel. No:  -

\* 3.5 Office Fax No:  -

\* 3.6 Mobile No:  -

\* 3.7 E-Mail Address :

**4. REDEMPTION/SWITCHING INSTRUCTION**

We confirm the redemption/switching instruction is to be signed by : (For Joint Applicants Account Only) Please tick (✓) one.  
 One to sign - Payment will be issued in the name of both Holders  Both to sign - Payment will be issued in the name of Principal Holder only

**6. DECLARATION FOR PERSONAL DATA PROTECTION ACT 2010**

- I/We shall fully comply with the provisions of the Personal Data Protection Act 2010 ("the Act") applicable to the processing of personal data as defined in the Act and specifically, that all necessary consents have been obtained from individuals whose personal data may be disclosed to the Manager or its representatives ("Disclosed Data") in respect of such disclosure to and processing by the Manager and its representatives and that I/We will always furnish the Manager or its representatives with up-to-date Disclosed Data.
- I/We shall procure any third party that processes Disclosed Data for or on behalf of me/us to agree in writing to the same terms that I/We agree in line with the Act and in this declaration.
- I/We shall immediately notify the Manager in the event of any claim or complaint from any data subject of Disclosed Data and/or where there has been an event of non-compliance with the Act by me/us, whether discovered by me/us or forming the subject of an investigation and/or action by the relevant authorities.
- I/We shall indemnify RHB Banking Group against all proceedings, costs, expenses, liabilities or damages arising from my/our failure to comply with the Act with respect to Disclosed Data and the terms of this declaration. The remedies available to the Manager contained in this clause are without prejudice to and in addition to any warranties, indemnities, remedy or other rights provided by law or any prior agreement.
- Based on the above declaration, I/We undertake that this declaration shall not be assigned without the Manager's prior written consent; will be binding upon my/our servants, agents, personal representatives, assigns and successor-at-law; will inure to the benefit of the Manager and its successors and assigns; and shall supersede all prior representations, negotiations, arrangements, understandings or agreements and all other communication between the Manager and me/us in connection with the processing and disclosure of Disclosed Data to the Manager.

No delay or omission by the Manager in exercising any right under this declaration will operate as a waiver of that or any other right. The covenants set out in this declaration are separate and severable and enforceable accordingly and whilst the restrictions are considered by the parties to be reasonable in all the circumstances as at the date hereof, it is acknowledged that restrictions of such a nature may be invalid because of changing of the circumstances or other unforeseen reasons and accordingly, if any restrictions shall be adjudged to be void or ineffective for whatever reason but would be adjudged to be valid and effective if part of the wording thereof were deleted or the periods thereof reduced, such modifications shall be applied as may be necessary to make them valid and effective.

**FOR INDIVIDUAL APPLICANT**

.....  
Signature of 1st Applicant

Date: \_\_\_\_\_

.....  
Signature of 2nd Applicant

Date: \_\_\_\_\_



3. DECLARATION FOR PERSONAL DATA PROTECTION ACT 2010

- I/We shall fully comply with the provisions of the Personal Data Protection Act 2010 ("the Act") applicable to the processing of personal data as defined in the Act and specifically, that all necessary consents have been obtained from individuals whose personal data may be disclosed to the Manager or its representatives ("Disclosed Data") in respect of such disclosure to and processing by the Manager and its representatives and that I/We will always furnish the Manager or its representatives with up-to-date Disclosed Data.
- I/We shall procure any third party that processes Disclosed Data for or on behalf of me/us to agree in writing to the same terms that I/We agree in line with the Act and in this declaration.
- I/We shall immediately notify the Manager in the event of any claim or complaint from any data subject of Disclosed Data and/or where there has been an event of non-compliance with the Act by me/us, whether discovered by me/us or forming the subject of an investigation and/or action by the relevant authorities.
- I/We shall indemnify RHB Banking Group against all proceedings, costs, expenses, liabilities or damages arising from my/our failure to comply with the Act with respect to Disclosed Data and the terms of this declaration. The remedies available to the Manager contained in this clause are without prejudice to and in addition to any warranties, indemnities, remedy or other rights provided by law or any prior agreement.
- Based on the above declaration, I/We undertake that this declaration shall not be assigned without the Manager's prior written consent; will be binding upon my/our servants, agents, personal representatives, assigns and successor-at-law; will inure to the benefit of the Manager and its successors and assigns; and shall supersede all prior representations, negotiations, arrangements, understandings or agreements and all other communication between the Manager and me/us in connection with the processing and disclosure of Disclosed Data to the Manager.

No delay or omission by the Manager in exercising any right under this declaration will operate as a waiver of that or any other right. The covenants set out in this declaration are separate and severable and enforceable accordingly and whilst the restrictions are considered by the parties to be reasonable in all the circumstances as at the date hereof, it is acknowledged that restrictions of such a nature may be invalid because of changing of the circumstances or other unforeseen reasons and accordingly, if any restrictions shall be adjudged to be void or ineffective for whatever reason but would be adjudged to be valid and effective if part of the wording thereof were deleted or the periods thereof reduced, such modifications shall be applied as may be necessary to make them valid and effective.

FOR CORPORATE APPLICANT

.....  
Signature and Designation

.....  
Signature and Designation

.....  
Signature and Designation

Date: \_\_\_\_\_

Common Seal /  
Rubber Stamp

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

TRANSACTIONS FORM  
(INDIVIDUAL / CORPORATE)

**GENERAL DECLARATION**

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

\* **COMPULSORY FIELDS** Please tick (✓) if this is staff application.

**1. UNITHOLDER(S) DETAILS**

I/We (1st Holder)*	<input style="width: 95%;" type="text"/>	NRIC No. / Passport No. / Co. Reg No. *	1	<input style="width: 95%;" type="text"/>
(2nd Holder)*	<input style="width: 95%;" type="text"/>	NRIC No. / Passport No. / Co. Reg No. *	2	<input style="width: 95%;" type="text"/>
of account no.*	<input style="width: 95%;" type="text"/>			

hereby authorise OUIFMB to update the following request:

**2. SUBSCRIPTION INVESTMENT DETAILS**

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

FUND NAME	INVESTMENT AMOUNT	SALES CHARGE
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/> - <input style="width: 95%;" type="text"/> %
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/> - <input style="width: 95%;" type="text"/> %

**3. PAYMENT MODE**

<input type="checkbox"/> Personal / Corporate Cheque.	Cheque/Banker Draft/Money Order / TT Bank Name and Number	Amount (RM)
<input type="checkbox"/> By Banker Draft / Money Order / Telegraphic Transfer.	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/> - <input style="width: 95%;" type="text"/>

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

Please tick (✓) one.

<input type="checkbox"/> COOLING-OFF PERIOD	<input type="checkbox"/> SWITCHING	Fees / Charges
<input type="checkbox"/> REDEMPTION	<input type="checkbox"/> REDEEM & REINVEST	Redemption Fee _____ % <input type="checkbox"/> Switching Fee : _____
Please Specify Full or Partial of Redemption / Switching / Redeem & Reinvest		Sales Charge _____ % Difference in Sales Charge _____ %

<input type="checkbox"/> Full <input type="checkbox"/> Partial <input style="width: 95%;" type="text"/>	FUNDS TO REDEEM / SWITCH / REDEEM & REINVEST <input style="width: 95%;" type="text"/> - <input style="width: 95%;" type="text"/>	PROCEEDS OF SWITCH / REDEEM & REINVESTED INTO FUND NAME <input style="width: 95%;" type="text"/>
Reinvestment date: _____		

**5. PAYMENT INSTRUCTION FOR REDEMPTION TRANSACTION**

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

Principal Holder Only  Both Holders Please tick (✓) one.

**6. BANKING INSTRUCTION**

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

CHEQUE  MEPS GIRO  Interbank Transfer (RENTAS)  Foreign Currency TT Bank/TT charge: RM \_\_\_\_\_

Account Name :

Account Number :

Beneficiary Bank (please indicate whether it is Islamic or conventional) : \_\_\_\_\_

Beneficiary SWIFT: \_\_\_\_\_ Agent/Correspondence Bank : \_\_\_\_\_ Agent/Correspondence SWIFT: \_\_\_\_\_

IBAN No: \_\_\_\_\_ Routing No: \_\_\_\_\_ ABA No: \_\_\_\_\_

Please forward my/our cheque to my/our correspondence address by:  ordinary mail OR  courier ( I / We will bear the courier charge) Courier charges: \_\_\_\_\_

**NOTES**

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

**INDEMNITY**

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

**FOR INDIVIDUAL APPLICANT**

.....  
SIGNATURE OF 1st APPLICANT  
Date : \_\_\_\_\_

.....  
SIGNATURE OF 2nd APPLICANT  
Date : \_\_\_\_\_

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

.....  
SIGNATURE & DESIGNATION  
Date: \_\_\_\_\_

.....  
SIGNATURE & DESIGNATION  
Date: \_\_\_\_\_

.....  
SIGNATURE & DESIGNATION  
Date: \_\_\_\_\_

**For Office Use Only**

Price Date : _____	UTC Signature : _____	UTC Code: <input style="width: 95%;" type="text"/>	
	UTC Name : _____	Branch Code: <input style="width: 95%;" type="text"/>	

**RHB**  Asset Management

**RHB Islamic International Asset Management Berhad** (879478-A)

**Head Office**

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

Tel : +603 9205 8000

Fax : +603 9205 8107

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