# SUPPLEMENTARY PROSPECTUS

This supplementary prospectus is dated 26 May 2023, which must be read together with the prospectus dated 3 September 2017 for: -

Name of the Fund	Constitution Date of the Fund
RHB Energy Fund	13 January 2009

# Manager

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

# Trustee

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

FOR INFORMATION CONCERNING CERTAIN RISK FACTORS WHICH SHOULD BE CONSIDERED BY PROSPECTIVE INVESTORS, SEE "RISK FACTORS" COMMENCING ON PAGE 32 OF THE PROSPECTUS DATED 3 SEPTEMBER 2017 AND PAGE 8 OF THIS SUPPLEMENTARY PROSPECTUS.

## Responsibility Statement

This supplementary prospectus dated 26 May 2023 ("Supplementary Prospectus") has been reviewed and approved by the directors of RHB Asset Management Sdn Bhd and they collectively and individually accept full responsibility for the accuracy of the information. Having made all reasonable enquiries, they confirm to the best of their knowledge and belief, that there are no false or misleading statements, or omission of other facts which would make any statement in this Supplementary Prospectus false or misleading.

# Statements of Disclaimer

The Securities Commission Malaysia has authorised the Fund and a copy of this Supplementary Prospectus and the prospectus dated 3 September 2017 ("the 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 Asset Management Sdn Bhd, 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.

## GENERAL

- The reference to "interim report(s)" wherever it appears in the Prospectus will be amended to "semiannual report(s)".
- 2. The reference to "(structured deposit)" wherever they appear in the Prospectuses is hereby deleted in its entirety.

# A. AMENDMENTS TO THE DEFINITIONS

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

Deed

Deed dated 13 January 2009 as modified via its first supplemental deed dated 4 September 2013, second supplemental deed dated 16 February 2015, third supplemental deed dated 3 June 2015, fourth supplemental deed dated 12 January 2023 and any other supplemental deeds as may be registered with the Securities Commission from time to time.

2. 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.

3. The following definitions of "EPF" and "EPF-MIS" are hereby inserted immediately after the definition of "Eligible Market" on page 1 of the Prospectus:

**EPF** 

Employees Provident Fund.

EPF-MIS

Employees Provident Fund – Members' Investment Scheme.

4. 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
  - 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.

- 5. The definition of "GST" on page 1 of the Prospectus is hereby deleted in its entirety.
- 6. 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).

7. The definition of "Repurchase Price" on page 1 of the Prospectus is hereby deleted in its entirety and replaced with the following:

Repurchase Price

The price (before deducting any repurchase charge) payable by the Manager to a Unit Holder pursuant to the repurchase of a unit of the Fund. The Repurchase Price shall be the Net Asset Value per unit as at the next valuation point of the Fund's relevant Business Day ("forward pricing") after the complete repurchase request is received by the Manager. A repurchase charge, if any, will be computed separately based on the withdrawal amount/repurchase amount, net of bank charges (if any).

8. The definition of "Selling Price" on page 2 of the Prospectus is hereby deleted in its entirety and replaced with the following:

Selling Price

The price (before adding any sales charge) payable by an investor or a Unit Holder for the purchase of a unit of the Fund. 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).

9. The following definition of "US Person" is hereby inserted immediately after the definition of "Unit Holder(s)" 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 Asset Management Sdn Bhd

#### REGISTERED OFFICE

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

## PRINCIPAL OFFICE

Level 8, Tower 2 & 3

RHB Centre, Jalan Tun Razak 50400 Kuala Lumpur

Hotline: 1-800-88-3175 Tel: 03-9205 8000 Fax: 03-9205 8100

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

2. The information on 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

Level 19, Menara IQ Lingkaran TRX Tun Razak Exchange 55188 Kuala Lumpur Tel: 03-2075 7800

Tel: 03-20/5 /800 Fax: 03-8894 2611

E-mail: 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.

2. The information on "Collective Investment Schemes" in Section 1.2.3 on page 19 of the Prospectus is hereby deleted in its entirety and replaced with the following:

## 1.2.3 Collective Investment Schemes

The Manager will only make such investments where the Manager expects those investments to complement the objective and enhance the performance of this Fund. In addition, the Manager will only make such investments if the collective investment scheme is authorised or recognised by the Securities Commission or is registered or authorised or approved by the relevant regulatory authority in its home jurisdiction as the case may be and which operates within the general investment principles of the Guidelines. The Fund's investments in

collective investment schemes (if any) shall always be made subject to the restrictions stipulated in Section 1.3 (h), (i), (j) and (p).

3. The information on "Financial Derivatives" in Section 1.2.4 on pages 19 to 20 of the Prospectus is hereby deleted in its entirety and replaced with the following:

## 1.2.4 Financial Derivatives

The Fund will invest in an OTC derivative instrument in the form of a swap agreement with J.P. Morgan Chase Bank Berhad, that will give the Fund exposure to the performance of a basket of underlying assets, namely, 60% of a commodity based index\*, 20% of Energy Select Sector SPDR Fund and 20% of MSCI World Energy Index, which are linked to the global energy sector. As this derivative can have a notional amount of up to 100% of the Fund's Net Asset Value exposed to the underlying assets, there is a likelihood of high volatility in the Net Asset Value per unit. The Manager will monitor the credit rating of J.P. Morgan Chase Bank Berhad ("JPM") and terminate the Swap Agreement should JPM's rating fall below the minimum required by the relevant laws.

In addition, the Manager may participate in futures contracts and other financial derivatives, when appropriate. The category of financial derivatives to be participated in shall be the interest rates futures contracts and bonds futures contracts, forwards and swaps or any other categories and/or types of futures contracts or financial derivatives that may be allowable by the relevant authorities from time to time. The Fund's participation in financial derivatives is basically to hedge the portfolio from any unexpected interest rate movements in the underlying fixed income market as well as to hedge against any opportunity loss arising from its uninvested cash. The benefit of any upside of interest rate movement in the underlying fixed income market is limited as the primary interest is to protect the value of the portfolio. Commitment approach is used to calculate the Fund's net market exposure. It is calculated as the sum of the (a) absolute value of the exposure of each individual financial derivative not involved in netting or hedging arrangements; (b) absolute value of the net exposure of each individual financial derivative after netting or hedging arrangements; and (c) the values of cash collateral received pursuant to the reduction of exposure to counterparties of OTC financial derivatives. The Fund's investments in financial derivatives shall always be subject to the restrictions stipulated in Section 1.3 (c), (m), (n) and (o).

- \*A commodity based index selected from the following:
- i) JPMCCI Energy Excess Return Index
- ii) Contag Beta Energy Excess Return Index-Beta Index
- iii) Contag Beta Energy Excess Return Index-Alpha Index
- iv) Contag Beta Energy Excess Return Index-Alpha Beta Index
- 4. The information on "Structured Products" in Section 1.2.5 on page 20 of the Prospectus is hereby deleted in its entirely and replaced with the following:

## 1.2.5 Structured Products

The Manager may also invest in structured products where the Manager expects those investments to complement the objective and enhance the performance of this Fund. The Fund's investment in structured products (if any) shall always be subject to the restrictions stipulated in Section 1.3.

5. The information on "Permitted Investments and Restrictions" in Section 1.3 on pages 20 to 22 of the Prospectus is hereby deleted in its entirety and replaced with the following:

#### 1.3 Permitted Investments and Restrictions

This Fund may invest in fixed income securities traded on Bursa Malaysia or any other market considered as an Eligible Market, collective investment schemes, financial derivatives, structured products, liquid assets (including money market instruments and deposits with any financial institutions) and any other investments permitted by the Securities Commission from time to time.

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

- a) The value of the Fund's investments in transferable securities and money market instruments issued by any single issuer must not exceed twenty (20) 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.
- b) The aggregate value of the Fund's investments in, or exposure to, a single issuer through transferable securities, money market instruments, deposits and underlying assets of derivatives and counterparty exposure arising from the use of OTC financial derivatives must not exceed twenty-five (25) per cent of the Fund's Net Asset Value ("single issuer aggregate limit"), or any other limit as may be prescribed by the Securities Commission from time to time.
- c) The single issuer limit in paragraph (a) may be increased to thirty (30) per cent of the Fund's Net Asset Value if the debt security is rated by any Malaysian or global rating agency to have the highest long-term credit rating. Where the single issuer limit is increased to thirty (30) per cent of the Fund's Net Asset Value, the single issuer aggregate limit of twenty-five (25) per cent of the Fund's Net Asset Value in paragraph (b) may be raised to thirty (30) 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.
- d) The value of the Fund's investments in the transferable securities and money market instruments issued by any group of companies must not exceed thirty (30) 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.
- e) The Fund's investments in debt securities must not exceed twenty (20) per cent of the debt securities issued by a single issuer, or any other limit as may be prescribed by the Securities Commission from time to time. This limit may be disregarded at the time of acquisition if at that time of acquisition the gross amount of the debt securities in issue cannot be determined.
- f) The value of the Fund's placement in deposits with any single financial institution must not exceed twenty (20) per cent of the Fund's Net Asset Value, or any other limit as may be prescribed by the Securities Commission from time to time.

- g) The value of the Fund's investments in units or shares of a collective investment scheme must not exceed twenty (20) per cent of the Fund's Net Asset Value, provided that the collective investment scheme complies with paragraph (o)(i), (ii) or (iii), excluding a collective investment scheme that invests in real estate, or any other limit as may be prescribed by the Securities Commission from time to time.
- h) The value of the Fund's investments in units or shares of a collective investment scheme that invests in real estate pursuant to paragraph (o)(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.
- The Fund's investments in collective investment scheme must not exceed twenty-five (25) per cent of the units or shares in the collective investment scheme, or any other limit as may be prescribed by the Securities Commission from time to time.
- j) The Fund's investments in money market instruments must not exceed ten (10) per cent of the instruments issued by any single issuer, or any other limit as may be prescribed by the Securities Commission from time to time. This limit does not apply to money market instruments that do not have a pre-determined issue size.
- k) The single financial institution limit in paragraph (f) does not apply to placements of deposits arising from:
  - . subscription monies received prior to the commencement of investment by the Fund;
  - ii. liquidation of investments prior to the termination of the Fund, where the placement of deposits with various financial institutions would not be in the best interests of Unit Holders; or
  - iii. monies held for the settlement of redemption or other payment obligations, where the placement of deposits with various financial institutions would not be in the best interest of Unit Holders.
- 1) The counterparty of an OTC financial derivative must be a financial institution with a minimum long-term credit rating of investment grade (including gradation and subcategories). Subject to the aggregate limit as stipulated in Schedule B of the Guidelines, the maximum exposure of the Fund to the counterparty must not exceed ten (10) per cent of the Fund's Net Asset Value, or any other limit as may be prescribed by the Securities Commission from time to time based on the maximum potential loss that may be incurred by the Fund if the counterparty defaults and not on the basis of the notional value of the OTC financial derivative. The total exposure to a single counterparty is calculated by summing the exposure arising from all OTC financial derivative transactions entered into with the same counterparty.
- m) The Fund's exposure to the underlying assets (vide the financial derivatives) must not exceed the investment limits and restrictions applicable to such underlying assets as stipulated in Schedule B of the Guidelines, or any other limit as may be prescribed by the Securities Commission from time to time.
- n) The Fund's global exposure from its 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.

- The Fund may invest in other collective investment scheme that fall within the following categories:
  - a collective investment scheme authorised or recognised by the Securities Commission; or
  - ii. a collective investment scheme that meets the following criteria:
    - the collective investment scheme is constituted and regulated in a jurisdiction
      where the laws and practices provide the level of investor protection that is at
      least equivalent to that offered in Malaysia;
    - the rules on investments, borrowing and lending are substantially similar to the requirements in the Guidelines. This would exclude hedge funds:
    - the assets of the collective investment scheme are managed by an entity which is approved, authorised or licensed by a securities regulator to conduct fund management activities; and
    - the business of the collective investment scheme is reported in semi-annual and annual reports to enable an assessment to be made of the assets and liabilities, income and operations over the reporting period; or
  - iii. a collective investment scheme that meets the following criteria:
    - the collective investment scheme invests in permissible investments under paragraph 6.05(a) to (e) of the Guidelines, physically-backed metal exchange traded funds that comply with paragraph 6.12 of the Guidelines, or real estate;
    - the collective investment scheme meets the criteria imposed on transferable securities as prescribed under paragraph 6.09 of the Guidelines;
    - the units or shares in the collective investment scheme are listed for quotation and traded on a stock exchange that is an Eligible Market; and
    - · the collective investment scheme is not an inverse or leveraged product.

The limits and restrictions mentioned herein must be complied with at all times based on the most up-to-date value of the Fund's investments. The Manager must notify the Securities Commission within seven (7) Business Days of any breach of investment limits and restrictions with the steps taken to rectify and prevent such breach from recurring. However, any breach as a result of (a) appreciation or depreciation in value of the Fund's investments; (b) repurchase of Units or payment made 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 securities or instruments that are issued or guaranteed by the Malaysian government or Bank Negara Malaysia.

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

# D. AMENDMENTS TO THE RISK FACTORS

- 1. The information on "Loan or Financing Risk" in Section 2.1 of General Risks on page 32 of the Prospectus is hereby deleted in its entirety and replaced with the following:
  - d) Loan or Financing Risk

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

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

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

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

- The following information is hereby inserted immediately after "c) Derivative Risk" in Section 2.1 General Risks of Investing in Unit Trust Funds, Investments Risks on page 33 of the Prospectus:
  - d) 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 liquid asset to meet any redemption request.

3. A new section 2.3 Risk Management Strategies is hereby inserted immediately after the end of Section 2.2 Specific Risk when Investing in the Fund on page 38 of the Prospectus:

# 2.3 Risk Management Strategies

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.

## Liquidity Risk Management

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

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

# E. AMENDMENTS TO THE VALUATION OF ASSETS

1. The information on "Valuation of Assets" in Section 3 on pages 39 to 40 of the Prospectus is hereby deleted in its entirety and replaced with the following:

#### 3. VALUATION OF ASSETS

The Fund must be valued at least once every Business Day. As the Fund invests in foreign markets, which may have different time zones from that of Malaysia, the valuation of the Fund for a Business Day will be conducted before 5.00 pm (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.

As such, the daily 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

For the market close on 18 April 2023 (Tuesday), the valuation date will be the next day on which the Manager is open for business, that is, 19 April 2023 (Wednesday). Thus, the publication date for the 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** [please refer to section 5.5 (g) (Availability of Information on Investment)].

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

# Accordingly, where applicable:

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

## However, if:-

- (a) a valuation based on the market price does not represent the fair value of the listed 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 listed securities for a period exceeding fourteen (14) days, or such shorter period as agreed by the Trustee,

then the listed 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 bonds or fixed income securities denominated in Ringgit Malaysia will be valued on a daily basis by reference to the prices quoted by a bond pricing agency ("BPA") registered with the Securities Commission. However, where quotations are not available, such unlisted bonds or fixed income securities will generally be valued on a weekly basis or as and when appropriate at fair value by reference to the average indicative yield quoted by three (3) independent and reputable financial institutions in OTC market at the close of trading. These institutions include investment banks and commercial banks dealing in bonds or fixed income securities.

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

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

However, when the Manager, after taking all reasonable efforts, is unable to obtain quotations from BPA or any BGN price or quotations from three (3) independent and reputable financial institutions due to circumstances such as extreme market conditions, such unlisted bonds or fixed income securities (denominated in Ringgit Malaysia and denominated in foreign currencies) will be valued according to an alternative method determined in good faith by the Manager, which has been verified by the auditor of the Fund and approved by the Trustee provided that the Manager records its basis for using the alternative method, obtains the necessary internal approvals to use the alternative method and keeps an audit trail of all decisions and basis for adopting the alternative method. Any alternative method shall be consistently applied unless advised otherwise by the auditor of the Fund and the Trustee.

- (iii) Investment in unlisted securities will be valued at the cost price of each investment until the securities of the investee companies are successfully listed on a recognised stock exchange, upon which quoted prices will be available and valuation will be based on the last done market price or such other basis as may be prescribed by the relevant laws from time to time including approved accounting standards.
- (iv) Collective investment schemes which are quoted on an approved exchange shall be valued daily based on the last done market price. When investing in unlisted collective investment schemes, the value shall be determined by reference to the last published repurchase price of a unit of that unlisted collective investment scheme.
- (v) Financial derivatives positions will be 'marked-to-market' at the close of each trading day. The valuation of the Underlying under the Swap Agreement will be based on the daily quotations of each component of the Underlying quoted by the Swap Counterparty. The Manager is able to verify the valuation based on the quotation obtained from sources such as Bloomberg services to ensure accurate pricing of the derivative instrument quoted by the Swap Counterparty. Where necessary, the Manager has access to the resources of specialists to verify the reasonableness of the price quoted by the counterparty of the derivative instrument.
- (vi) Deposits placed with financial institutions will be valued each day by reference to the principal value of such investments and the interests accrued thereon for the relevant period.
- (vii) Money market instruments that are held for collecting contractual cash flow purpose i.e. commercial papers and money market placements will be measured on an ongoing basis at amortised cost. The risk of using amortised cost accounting is the mismatch between the fair value and book value of a money market instrument. The Manager will monitor closely and consider prompt action to discontinue the use of amortised cost method and adopt the fair value as the valuation for money market instrument in the event the variance is above 3%.
- (viii) Foreign exchange translation of foreign investments into Ringgit Malaysia for a particular Business Day is determined based on the bid rate quoted by Bloomberg or Reuters at 4.00 p.m. (United Kingdom time) or such other time as may be prescribed from time to time by the relevant laws.
- (ix) Any other investments as may be held by the Fund will be valued based on fair value as determined in good faith by the Manager, on methods or bases which have been verified by the auditor of the Fund and approved by the Trustee.

# F. AMENDMENTS TO THE FEES, CHARGES AND EXPENSES

1. The information on "Sales Charge" in Section 4.1(a) on page 41 of the Prospectus is hereby deleted in its entirety and replaced with the following:

# (a) Sales Charge

The Manager will impose a sales charge<sup>1</sup> 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:

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

#### Illustration

Say, an investor makes an investment of RM10,000.00 at the Selling Price of RM0.5558 and the distributor levies a sales charge of 5.00%, the investor will pay a total of RM10,500.00 as follows:

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

The investor will be allotted with 17,992.08 units calculated as follows:

Units allotted is calculated as 
$$\frac{RM10,000.00}{RM0.5558*} = 17,992.08 \text{ units**}$$

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

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

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

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

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

2. The information on "Other Charges" in Section 4.1(c) on pages 42 to 43 of the Prospectus is hereby deleted in its entirety and replaced with the following:

# (c) Other Charges

## (i) Switching of Units

Units can only be switched to other unit trust funds under the management of the Manager that are of the same currency units and that allow switching.

A switching fee<sup>1</sup> of RM25.00 will be imposed and deducted from the redemption amount of the units to be switched for a switch between funds that impose a similar sales charge or a switch to a fund that impose a lower sales charge. Unit Holders switching to a fund that imposes a higher sales charge will pay the difference in sales charge which is deductible from the redemption amount of the units to be switched.

The Manager however, reserves the right to vary this 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.

#### Illustration

Proceeds from switch (ENERGY)

If a Unit Holder switches 5,000 units in **ENERGY** at the Repurchase Price of RM0.5558 and wishes to invest in another unit trust fund under the management of the Manager (that allows switching) at the Selling Price of RM0.5829 (where both funds have the sales charge of 5.00%).

= RM

2 779 00

(5,000 units x RM0.5558)	_	KWI	2,777.00
Less: Switching fee RM25.00	=	RM	(25.00)
Net proceed from switch:	=	RM	2,754.00
Proceeds from <b>ENERGY</b> invested in <b>anot trust fund managed by the Manager:</b>	her uni	it	RM2,754.00
			RM0.5829
		=	4,724.65 units**

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

## (ii) Transfer of Units

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

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

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

3. The information on "Fees and Expenses" in Section 4.2 on pages 43 to 44 of the Prospectus is hereby deleted in its entirety and replaced with the following:

# 4.2 Fees and Expenses

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

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

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

# **Illustration: Calculation of management fee**

Assuming that the Net Asset Value (before deducting the management fee and Trustee's fee) of the Fund for a particular day is RM105,000,000.00 and assuming the annual management fee is at the rate of one point five per cent (1.50%) per annum, the calculation of the management fee of the Fund for that particular day is as follows:

$$\frac{\text{RM105,000,000.00 x 1.50\%}}{365 \text{ days*}} = \text{RM4,315.07}$$

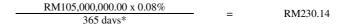
## (b) Trustee's Fee<sup>1</sup>

The Trustee is entitled to a trustee fee<sup>1</sup> (including local custodian fees and charges but excluding foreign custodian fees and charges) of up to zero point zero eight per cent (0.08%) per annum of the Net Asset Value calculated on a daily basis before deducting the management fee and Trustee's fee for that particular day.

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

Assuming that the Net Asset Value (before deducting the management fee and Trustee's fee) of the Fund for a particular day is RM105,000,000.00 and assuming the Trustee's fee is at the rate of zero point zero eight per cent (0.08%) per annum, the calculation of the Trustee's fee of the Fund for that particular day is as follows:

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



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

## (c) Other Indirect Fees

In consideration of the swap transaction entered into with the Swap Counterparty, the counterparty will charge a swap transaction fee of 1.5% per annum. The fee is computed and accrued daily based on the notional amount exposed by the Fund.

## (d) Other Expenses Directly Related to the Fund

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

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

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

4. The information on "Policy on Rebates and Soft Commissions" in Section 4.4 on page 44 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.

5. The information on "Goods and Services Tax ("GST")" in Section 4.5 on page 44 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.

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 information on "Computation of Purchase of Units" in Section 5.2 on page 45 of the Prospectus is hereby deleted in its entirety and replaced with the following:

## 5.2 Computation of Purchase of Units

The Selling Price shall be the Net Asset Value per unit as at the next valuation point of the Fund's relevant Business Day after the request for units of the Fund is received by the Manager ("forward pricing"). A sales charge¹ will be computed separately based on the investment amount/purchase amount, net of bank charges (if any).

# Illustration

Daily Net Asset Value Units in circulation	RM18,577,421.14 39,107,000.00
Net Asset Value per unit	RM18,577,421.14 39,107,000.00*
	= RM0.4750*

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

Say, an investor makes an investment of RM10,000.00 at the Selling Price of RM0.4750 (which is the Net Asset Value per unit as at the next valuation point) and the distributor levies a sales charge<sup>1</sup> of 5.26%, the investor will pay a total of RM10,526.00 as follows:

Investment amount	=	RM	10,000.00
Add: sales charge levied by the distributor @ 5.26%	=	RM	526.00
Total amount paid by the investor	=	RM	10,526.00

The investor will be allotted with 21,052.63 units calculated as follows:

Units allotted is calculated as 
$$\frac{RM10,000.00}{RM0.4750} = 21,052.63 \text{ units}**$$

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 Malaysian government from time to time.

2. The information on "How to Purchase and Redeem Units" in Section 5.5(a) on pages 46 to 47 of the Prospectus is hereby deleted in its entirety and replaced with the following:

# (a) How to Purchase and Redeem Units

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

- 1) completed application form (account application form and purchase/switch form);
- 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 of the Fund is RM100.00 (or such other amount as the Manager may from time to time accept) and the minimum additional investment is RM100.00 (or such other amount as the Manager may from time to time accept).

Similarly, units of the Fund can be redeemed by forwarding the completed form of request to repurchase to the Manager's registered/principal office or any of its 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.

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

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

#### Notes:

- 1. US Person is not eligible to subscribe to the Units of the Fund. If a Unit Holder is a US Person or subsequently becomes a US Person, the Manager will issue a notice to that US Person requiring him/her to either redeem all the Units of the Fund or transfer all the Units of the Fund to a non-US Person, within thirty (30) days from the date of the notice. The Manager shall have the right to compulsorily redeem all the Units held by the said US Person after thirty (30) days from the date of notice if the US Person fails to redeem or transfer his/her Units within the stipulated period.
- 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).
- 3. The information on "Cooling-off Period" in Section 5.5(b) on page 47 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:

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

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

- (a) the Net Asset Value per unit at the point of exercise of the cooling-off right ("market price"), if the Net Asset Value per unit on the day the units of the Fund 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 of the Fund were purchased.

The cooling-off period shall be within six (6) Business Days which shall be effective from the date of receipt of the application by the Manager. 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 5.5(c) on pages 47 to 48 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 branches, 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 **rhbam@rhbgroup.com**.

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

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

5. The information on "How to Switch between Funds" in Section 5.5(d) on page 48 of the 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 funds 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 RM100.00 or such other amount as the Manager may from time to time decide. There is no restriction as to the number of switches a Unit Holder may perform or the frequency of switching. The minimum investment balance must be at least one hundred (100) units or such other lower quantity as the Manager may from time to time decide after the switch. Following a switching transaction, if the quantity of units held by a Unit Holder in the Fund falls below its minimum investment balance, the Manager can switch the entire investment and forward the proceeds to the fund that the Unit Holder intends to switch into. The Manager however, reserves the right to vary these terms.

6. The information on "Unclaimed Monies" in Section 5.5(f) on page 48 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 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 unpresented payments to the Registrar of Unclaimed Moneys in accordance with the requirements of the Unclaimed Moneys Act 1965. Thereafter, Unit Holders are to claim such monies from the Registrar of Unclaimed Moneys.

7. The information on "Availability of Information on Investment" in Section 5.5(g) on pages 48 to 49 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 of the Fund is published online daily on the Manager's website, 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 **rhbam@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.

8. The information on "Dealing Hours" in Section 5.5(h) on page 49 of the Prospectus is hereby deleted in its entirety and replaced with the following:

# (h) Dealing Hours

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

# H. AMENDMENTS TO THE SALIENT TERMS OF THE DEED

1. The information on "Salient Terms of the Deed" in Section 6 on page 50 of the Prospectus is hereby deleted in its entirety and replaced with the following:

## 6. SALIENT TERMS OF THE DEED

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

Name of Fund	Master Deed / Deed	Supplemental Deed
RHB Energy Fund	13 January 2009	4 September 2013
		16 February 2015
		3 June 2015
		12 January 2023

2. The information on "Rights of Unit Holders" in Section 6.1.2 on page 50 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), to participate in any increase in the value of the units of the Fund and to other rights and privileges as set out in the Deed;
- (b) to call for Unit Holders' meetings, and to vote for the removal of the Trustee or the Manager through a special resolution as provided for in the Deed;
- (c) to exercise the cooling-off right, if applicable; and
- (d) to receive annual reports, 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, the Manager will only recognise the IUTA as a Unit Holder and the IUTA shall be entitled to all the rights conferred to it under the Deed.

3. The first paragraph on "Maximum Annual Trustee Fee" in Section 6.2.3 on page 51 of the Prospectus is hereby deleted in its entirety and replaced with the following:

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

Fund	Maximum Allowable Rate
ENERGY	0.15% of the Net Asset Value of the Fund per annum.

4. The information on "Termination of the Fund" in Section 6.4 on page 53 of the Prospectus is hereby deleted in its entirety and replaced with the following:

#### 6.4 Termination of the Fund

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

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

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

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

5. The information on "Quorum" in Section 6.5.1 on page 54 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 shall be five (5) Unit Holders, whether present in person or by proxy; however, if the Fund has five (5) or less Unit Holders, the quorum required for a Meeting of the Fund 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 at the time of the Meeting.

If the Fund has only one (1) remaining Unit Holder, such Unit Holder, whether present in person or by proxy, shall constitute the quorum required for the Meeting of the Fund.

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

1. The information on "Board of Directors" in Section 7.2 on page 55 of the 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, 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.

- 2. The information on "The Investment Committee" in Section 7.4 on pages 55 to 56 of the Prospectus is hereby deleted in its entirety.
- 3. The information on "The Investment Team" in Section 7.5 on page 56 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.

# The designated fund manager is Ng Thuan Cheong, Roy.

Roy joined RHBAM in January 2018 and his portfolio covers global mandates for wholesale funds, unit trust funds and discretionary mandates for corporates and government-linked companies.

He has over 10 years of experience in finance, across global and Asian rates, credit, foreign exchange and derivatives. Previously, he worked at Citigroup and Citic CLSA across Sydney, Hong Kong and Singapore.

Roy holds a Bachelor of Law and Bachelor of Commerce degrees from the University of New South Wales. He is also a Capital Markets Services Representative's License holder for fund management.

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

4. The information on "Other Information" in Section 7.7 on page 56 of the Prospectus is hereby deleted in its entirety and replaced with the following:

#### 7.7 Other Information

Further information on the Manager is provided on the Manager's website, www.rhbgroup.com.

# I. AMENDMENTS TO THE TRUSTEE OF THE FUND

1. The information on "The Trustee of the Fund" in Section 8 on page 57 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 page 58 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 Limited as the custodian of both the local and foreign assets of the Fund. For quoted and unquoted local investments of the Fund, the assets are held through their nominee company, HSBC Nominees (Tempatan) Sdn Bhd and/or HSBC Bank Malaysia Berhad. The Hongkong And Shanghai Banking Corporation Limited is a wholly owned subsidiary of HSBC Holdings Plc, the holding company of the HSBC Group. The custodian's comprehensive custody and clearing services cover traditional settlement processing and safekeeping as well as corporate related services including cash and security reporting, income collection and corporate events processing. All investments are registered in the name of the Trustee or to the order of the Trustee. The custodian acts only in accordance with instructions from the Trustee.

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

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

Particulars of the Trustee's Delegate

For foreign 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 59 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.

2. The first paragraph on "HSBC (Malaysia) Trustee Berhad" in Section 9 on pages 59 to 60 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:-

- 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 61 to 64 of the 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 Asset Management Sdn Bhd Level 8, Tower 2 & 3 RHB Centre, Jalan Tun Razak 50400 Kuala Lumpur

27 March 2023

Dear Sirs

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

This letter has been prepared for inclusion in this Supplementary Prospectus in respect of RHB Energy Fund ("the Fund").

## Taxation of the Fund

#### Income Tax

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

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

The Fund may receive dividends, interest and other income from investments outside Malaysia. Income derived from sources outside Malaysia and received in Malaysia was

previously exempt from Malaysian income tax. However, such income may be subject to tax in the country from which it is derived.

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

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

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

Interest income 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>NI</sup>: or
- any development financial institution regulated under the Development Financial Institutions Act 2002<sup>N1</sup>; or
- sukuk originating from Malaysia, other than convertible loan stocks, issued in any currency other than Ringgit and approved or authorized by, or lodged with, the Securities Commission, or approved by the Labuan Financial Services Authority<sup>N2</sup>.

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

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

 $\overline{\text{N1}}$  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.

N2 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.

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 was claimable under the GST regime.

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

## **Taxation of Unit Holders**

#### Income Tax

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

the tax credit as a set off against the tax payable by them. Any excess over their tax liability will be refunded to the unit holders.

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

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

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

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

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

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 letter as advice relating to taxation matters and are advised to consult their own professional advisers concerning their respective investments.

Yours faithfully

اتبرك

Ong Guan Heng Executive Director

# M. INSERTION OF CONSENT

A new Section 14 Consent is hereby inserted after the end of Section 13 on page 65 of the Prospectus as follows:

## 14. CONSENT

The Trustee and solicitors have given their consent for the inclusion of their names and statements in the form and context in which they appear in the Prospectus and this Supplementary 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 Supplementary Prospectus and have not withdrawn such consent.

# N. AMENDMENTS TO THE DIRECTORY OF OUTLETS FOR PURCHASE AND SALE OF UNITS

The information on "Directory of Outlets for Purchase and Sale of Units" on page 65 of the Prospectus is hereby deleted in its entirety and replaced with the following:

# DIRECTORY OF OUTLETS FOR PURCHASE AND SALE OF UNITS

For information on the participating distributors, please contact:

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

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

# O. THE PROSPECTUS REMAINS 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.



# **ACCOUNT APPLICATION FORM**

# Individual

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 ASS	ET MANAGEME	ENT SDN BHD
RHB ISLA	MIC INTERNAT	TIONAL ASSET MANAGEMENT BERHAD
Individual	Joint	Staff Application
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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) <a href="mailto:should-read">should read</a> 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

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.

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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.

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INVESTMENT OBJECTIV Investment Objective Capital Growth Education  Investment Time Frame Long Term (> 5 years)  BANK ACCOUNT DETAI  Bank Name Account Holder Name  Bank Account No.  Account Type Note: 1. Only one MYR currency 2. Payment to third party is 3. For joint investment, bat  BANK ACCOUNT DETAI  Bank Name  Account Holder Name	Re EX We We We We We We We We We We We We We	gular In (3 and the control of the c	IENCI Income  3-5 year  TORY  III be may be wed ded mu	E (PU	d in RH	AYM BAM ooth ap	Capita Retire Short  ENT  Curren MY's r  ppplican	Term (-	< 3 yea	IE DI	Investm Uni Fut No	t Trust ures / experi	Option Op	yea	EMP	FION	d in this	s acco	Oth	s Fu	nd (	Only	ye	ar(s)			ear(s)		
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RHBAM/RF/2022-12 Page 4 of 11

# **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 Managament 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 / rhbiiam.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

# [This paragraph is only applicable to parent/legal quardian/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, butirbutir pengenalan saya/kami, maklumat latar belakang, data kewangan, penduduk cukai dan maklumat lain yang berkaitan dengan permohonan anda untuk produk dan / atau perkhidmatan yang

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

RHBAW/RF/2022-12 Page 5 of 11

(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 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-

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 manamana 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 undangundang (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 pemprosesan 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 Managament 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 / rhbilam.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 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 kecemasan, lain-lain) di mana maklumat peribadi mereka telah saya/kami dedahkan kepada RHBAM MY untuk membenarkan RHBAM MY membuat pemprosesan yang sama berhubung dengan Tujuan, jika berkenaan.

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

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

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

- "Foreign Account Tax Compliance Act (FATCA)" which was passed as part of the Hiring Incentives to Restore Employment (HIRE) Act, generally requires that foreign financial Institutions and certain other non-financial foreign entities report on the foreign assets held by their U.S. account holders or be subject to withholding on withholdable payments. The HIRE Act also contained legislation requiring U.S. persons to report, depending on the value, their foreign financial accounts and foreign assets.
- RHBAM MY and its related companies and affiliates are subject to and required to, or have agreed to comply with FATCA ("FATCA Reporting Requirement"). In view of this, RHBAM MY is required to collect information about each of its customers under the FATCA Reporting Requirement. If you are a U.S. Person, we may need to give the Inland Revenue Board of Malaysia ("IRBM") your account information, which may then be shared with the U.S. IRS.
- "Common Reporting Standard (CRS)" means the Standard for Automatic Exchange of Financial Account Information ("AEOFAI") in Tax Matters and was developed in response to the G20 request and approved by the Organisation for Economic Co-operation and Development (OECD) Council on 15 July 2014, calls on jurisdictions to obtain information from their financial institutions and automatically exchange that information with other jurisdictions on an annual basis. It sets out the financial account information to be exchanged, the financial institutions required to report, the different types of accounts and taxpayers covered, as well as common due diligence procedures to be followed by financial institutions.
- RHBAM MY and its related companies and affiliates are required to comply with the CRS Rules ("CRS Reporting Requirement") In view of this RHBAM MY is required to collect information about your tax residence(s) under applicable tax regulations. If you are not a tax resident of Malaysia, we may need to give the IRBM your account information, which may then be shared with other tax authorities of the CRS Participating countries.
- Each jurisdiction has its own rules for defining tax residences, and jurisdiction have provided information on how to determine if you are resident in a jurisdiction on the following website: http://www/oecd/org/tax/automatic-exchange/crs-implementation-and-assistance/tax-residency/
- RHBAM MY are not allowed to give tax advice. Please consult your tax adviser if you require assistance in determining your tax residence(s).
- "Participating Jurisdiction" means a jurisdiction with which an agreement is in place pursuant to which it will provide the information required on the automatic exchange of financial account information set out in the CRS.
- "Reportable Jurisdiction" is a jurisdiction with which an obligation to provide financial account information is in place.
- "Tax Resident" refers to the definition of tax residence by each participating jurisdiction as provided on [https://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/taxresidency/#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.

RHBAM/RF/2022-12 Page 6 of 11

# **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 A	CCOUNT APPLICATION FORM		
Individual Applicant Name : NRIC/Passport No: Date : Note: Pre-signed account application form is stri	Joint Individual Applicant Name: NRIC/Passport No: Date:  ctly prohibited as provided under FIMM's Code of E	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	unt operating mode for future transactions.
Account No.	FOR OFFIC	CE USE ONLY	
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	Lisf	of Source of Fund	
W01 Accumulated Savings	W02 Employment Income	F01 Income/Salary	F02 Own Bank Transfer (within RHB)
W03 Inheritance	W04 Trust Fund	F03 EPF/SOCSO/Pension/Gratuity	F04 Savings/Investment
W05 Retirement Income	W06 EPF / Retirement Funds	F05 Scholarship/Allowance/Edu Loan/Financing	F06 Trust Funds
W07 Disposal of Assets/ Shares	W08 Insurance/Takaful Maturity/Surrender	F07 Divorce Sett/Compensation	F08 Sale of Inves/Shares/Prop/Land
W09 Return on Investment	W10 Legal Settlement	F09 Dividends/Profits	F10 Rental Proceeds
W11 Income from own business	W12 Local Investment proceeds	F11 Commission	F12 Directors Fee/Salary
W13 Foreign investment proceeds	W14 Crypto currency investment proceeds	F13 Welfare Allowance	F14 Return on Investment
W15 Property (rental proceeds)	W16 Winning lottery money	F15 FD/Term Deposit Placement Roll Over/Renewal	F16 Insurance /Takaful Maturity/Surrender
W17 Gratuity	W18 Sale of Business	F17 Legal Settlement	F18 Credit Facility Approve by FI
		F19 Trf frm Own Acct with Oth FI	F20 Spouse/Parents/Children
		F21 Financial Aid/Subsidies	F22 Part-time Income
		F23 Inheritance	F24 Gift/Donation
		F25 Winning-legal Gambling/Contest	F26 Regular Periodic Income
		F27 Crypto Currency/Digital Asset Investment Proceeds	

# DECLARATIONS, ACKNOWLEDGEMENT AND AUTHORISATIONS ("DAA")

- · I/We acknowledge that I/We am/are aware of the fees and charges that I/We will incur directly or indirectly when investing in the Fund(s).
- I/We undertake to be bound by the provisions of the documents constituting the Fund(s) subscribed to as if I/We was/were a party thereto.
- I/We am/are 18 years old and above as at the date of this application. Copy/Copies of my/our NRIC/Passport is/are enclosed (applicable to individual).
   I/We declare and represent that as at the date hereof, I/We am/are not an undischarged bankrupt nor has any petition for bankruptcy been filed against me/us. (applicable to individual).
- I/We declare that I/We am/are neither engaged in any unlawful activity nor are my/our monies obtained from any illegal source or related to any illegal activity.
- · I/We declare that I/We am/are in compliance and undertake that I/We will continue to comply with all applicable laws and regulations.
- I/We undertake to provide RHBAM MY with all information as it may require for the purpose of and in connection with completing the account application form, including but not limited to, my/our/the Corporate and its group of companies' information on financial position, condition, operation, business or prospect, where applicable
- I/We acknowledge that I/We shall keep RHBAM MY informed of any changes of the information stated in this account application.
- I/We undertake to provide such information and documents that RHBAM MY may require for the purpose of due diligence/enhanced due diligence as required under the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 ("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.

RHBAM/RF/2022-12 Page 7 of 11

# 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 not with standing 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 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 I 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
  - 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 nondelivery, 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 mylour 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)

RHBAM/RF/2022-12 Page 8 of 11

# **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
- 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

- RHBAM MY shall be entitled to:
  - (i) 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.

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 Shariah 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-Of

- · 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 unpresented 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 unpresented payments to the Registrar of Unclaimed Moneys. Thereafter, the Unit Holders are to claim such monies from the Registrar of Unclaimed Moneys.

# 6.6 Bank Account Details

- Bank account details as stated in the account application will be captured under RHBAM MY's system for the payment purposes of income distribution, repurchase and cooling off. If the bank account details provided under the repurchase/cooling-off instruction differs from that of the account application, payment will be processed as per the bank account details maintained under the RHBAM MY's system. If there is any changes to the bank account details, kindly provide the latest details by completing the Updating of Client's Particular Form.
- In the event that no such bank account number provided in the account application, RHBAM MY will maintain the bank account details as provided in the repurchase/cooling-off instruction.

# 6.7 Regular Savings Plan (RSP)

- If the Customer at any time apply for and are accepted by RHBAM MY to use the services that enable the Customer to make regular savings, the Customer will be subject to the T&C.
- The Customer on application for RSP will need to have a minimum initial investment amount in the nominated unit trust funds and to subsequently nominate number of years of investment. The source of monies is through direct debit authorisation.
- The Customer acknowledges that RHBAM MY reserves the right to terminate the RSP when the nominated funds is disabled for purchase, terminated or suspended.
- The Customer has the sole responsibility of having sufficient monies in the bank account to ensure that the RSP transactions are successful and the Customer shall be liable for any losses or damages incurred by RHBAM MY in executing the failed transactions.
- The Customer has the right at any time to terminate the RSP and/or modify the RSP through changing the nominated Fund, the nominated amount or the number of years of investment.
- RHBAM MY has the absolute right at any time to terminate the RSP if direct debit authorisation failed for more than three (3) times consecutively.

# 7.0 Change of Particulars

- RHBAM MY shall at all times be entitled to rely on the records in the Application Form last submitted by the Customer unless any change in the particulars therein have been notified to RHBAM MY or updated online by the Customer. RHBAM MY is not obliged to verify any particulars furnished or updated online by the Customer and RHBAM MY shall not be liable or responsible for any losses suffered or incurred by the Customer or any other Person by reason of any error or omission in the completion of the Application Form/Update Particular Form or in the furnishing or online updating of the particulars by the Customer.
- The Customer agrees and undertakes to notify RHBAM MY immediately of any change in the particulars of the Customer, or any information relating to any Account or to these T&C, supplied to RHBAM MY to update the changes online or completing the Updating of Client's Particular Form and submit to:

RHB Asset Management Sdn Bhd

Level 8, Tower 2 & 3, RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur, Malaysia Contact: +603-9205 8000 Facsimile: +603-9205 8100 E-mail: rhbam@rhbgroup.com

RHB Islamic International Asset Management Berhad

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

Contact: +603-9205 8000 Facsimile: +603-9205 8107 E-mail: rhbiiam.enquiry@rhbgroup.com

RHBAM/RF/2022-12 Page 10 of 11

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

- 8.0 Investment into unit trust distributed by RHBAM MY as Institutional Unit Trust Adviser (IUTA) and/or appointment of nominee to hold unit trust (units)
  - The customer may invest in both unit trust funds that are managed by RHBAM MY or distributed by RHBAM MY as IUTA for other unit trust management companies ("UTMC").
  - RHBAM MY as IUTA requires on services of a nominees ("Nominee") to effect transactions for the Customer and also to keep in custody units for and on behalf of the Customer
  - · Where the Customer invests in a unit trust fund distributed by RHBAM MY as IUTA, the Customer hereby agrees to appoint RHBAM MY to hold and act for and on behalf of the Customer in relation to those units subject to the T&C provided herein. All transactions with respect to the units will be effected by the Nominee on behalf of the Customer with the relevant representative agent, adviser or management company of the units in accordance with the restrictions or limitations set by the respective UTMC, the relevant prospectus and deed of the respective funds and the laws, rules, guidelines, regulations and practices of the unit trusts industry.
  - · Where the Customer invests in a unit trust distributed by RHBAM MY as an IUTA, the Customer agrees to accept the T&C as set out by RHBAM MY as IUTA and also the relevant UTMC(s).
  - The units shall be held by the Nominee as the registered holder for and on behalf of the Customer
  - The Nominee shall be a custodian and not a trustee in all matters relating to this arrangement and/or the units.
  - The Nominee shall have no duty or responsibility, as regards attendance at meetings or voting in respect of any of the units or as regards any subscription, conversion or other rights in respect thereof or as regards to any merger, consolidation, reorganisation, receivership, bankruptcy or insolvency proceedings, compromise or arrangement in connection with the Units nor shall the Nominee be under any duty to investigate or participate therein or take any alternative action in connection therewith except in accordance with written instructions from the customer and upon such conditions and indemnity and provision for expenses as the Nominee may require.
  - · Where the Customer invests in a unit trust fund distributed by RHBAM MY as IUTA, upon release control from EPF (when a member reaches age of 55 or made full withdrawal due to Leaving the Country, Incapacitation, Pensionable Employees or Death Withdrawals and any other reasons defined by EPF from time to time), Customer hereby agrees and authorise RHBAM MY as the IUTA and the UTMC to automatically re-register/transfer the Customer's holdings under EPF plan to be held by in the name of Nominee.

## 9.0 TERMINATION

- RHBAM MY may terminate or suspend the Account by giving 7 Business Days' written notice to the Customer or by immediate or without notice if so required by relevant authorities under applicable laws of Malaysia on the happening of any of the following events:
- i. an Account without holdings and/or activity for the past two (2) years since the opening of account;
- ii. an Account that has been deemed to be dormant based on criteria that RHBAM MY may determine from time to time;
- iii. the Customer becomes bankrupt, commits an act of bankruptcy or suffers any petition or passes any resolution for winding up or enters into receivership or enters into any composition or arrangement with or for the benefit of its creditors;
- $\dot{\text{v}}$  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 pian which allows a Customer (subject to the conditions as imposed by EPF) to invest in a Fund which is managed by a Manager approved by the EPF, by way of transfer of funds from the Customer's EPF account
- "EPF i-Invest" refers to EPF online facility which allows you to transfer eligible fund from your EPF Saving to make investment into unit trust.
- "EPF Akaun 55" refers to Customer's EPF account where EPF members' contribution is received up to the age of 55 years old.
- "EPF Akaun Emas" refers to Customer's EPF account where EPF members' (who continue to work after the age of 55) contribution is received up to the age of 60 years old. Any outstanding balance from Akaun 55 will be consolidated under Akaun Emas.
- "FIMM" means Federation of Investment Managers Malaysia.
- "Fund(s)" means any unit trust, wholesale fund, investment fund, mutual fund or any other collective investment scheme authorised or recognised by the SC (or deemed to be authorised or recognised under law) and distributed by or made available through RHBAM MY from time to time.
- "Information" means information, text, personal data, data, statements, materials, message or any other information posted and/or provided in the Website.
- "IUTA" means Institutional Unit Trust Adviser, a corporation registered with FIMM and authorised to market and distribute unit trust schemes of another party.
- "Password" means User ID for authentication purposes to access primarily the i-Akaun and other available internet services known only to the user.
- "PDPA" means Personal Data Protection Act 2010.
- "Personnel" means the directors, officers, employees, servants, agents and employees of RHBAM MY and/or its nominee.
- "Registered User" means a customer who has registered for RHBAM MY
- RHB Banking Group" means RHB Bank Berhad and its group of companies.
- "RSP Plan" means Regular Savings Plan.
  "SC" means the Securities Commission Malaysia.
- "Services" means all online services, made available from time to time in the Website.
- "Sophisticated Investor" means a Customer who has successfully declared themselves as a sophisticated investor, which term is as defined in the "Guidelines on Unlisted Capital Market Products under the Lodge and Launch Framework" issued by the Securities Commission Malaysia or the glossary section of the information memorandum of the relevant fund. Only sophisticated investor may invest in a Wholesale Fund.
- "Statement" means any statements of account, confirmations or notifications in respect of any Order.
- "Trustees" mean the Trustee of the Fund as stated in the Master Prospectus(es)/Prospectus(es), Disclosure Document and its Supplementary(ies) (if any) & Information Memorandum(s) and its Supplementary(ies (if anv)
- "User ID" means Identification characters used by the user for the purpose of login to the Website.
- "Unit" means a share or unit in a Fund.
- "Visitor" means a non-customer of RHBAM MY.
- "Website" means RHBAM MY's website at https://www.rhbgroup.com/malaysia/products-and-services/unit-trust/asset-management/rhb-asset-management-sdn-bhd
- "Wholesale Fund" means a unit trust scheme established where the units are to be issued, offered for subscription or purchase, or for which invitations to subscribe for or purchase the units are to be made, exclusively to Sophisticated Investors.



# **ACCOUNT APPLICATION FORM**

# Non-Individual

# RHB ASSET MANAGEMENT SDN BHD 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( $\sqrt{}$ ) 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 Country of Incorporation (DD/MM/YYYY) 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) Town / City Post Code State Country Tel No. ext Fax No. Office Area Code Country Code **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 emed sent and received on the date such email is sent Top 5 Country of Business Operations / Activities Country 2. Country 1. Country 3 Country 4 Country 5 Specify MSIC Code Nature Of Business Company Status Resident Non Resident Resident Controlled (tick the followwing) Non-Resident Controlled If Resident Controlled, please state the following:-Bumi Controlled Non-Bumi Controlled

RHBAM/RF/2022-12 Page 1 of 15

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RHBAM/RF/2022-12 Page 2 of 15

# PARTICULARS OF ALL DIRECTOR(S)/SHAREHOLDER(S)/ULTIMATE BENEFICIAL OWNER(S)/PARTNER(S)/SOLE PROPRIETOR/AUTHORISED SIGNATORY(IES) Ultimate Beneficial Owner Other: Director Shareholder Authorised Signatory Male Female Full Name As Per NRIC / Passport: Gender: Entity Name: Former Name: Alias / Doing Business As Name: D D / M M / Y Y 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: H/p No: Email Address: Director Shareholder Authorised Signatory Ultimate Beneficial Owner Other: Female Full Name As Per NRIC / Passport: Male Gender: 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: D / M M / 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: H/p No:

RHBAM/RF/2022-12 Page 3 of 15

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RHBAM/RF/2022-12 Page 4 of 15

Director	Authorised Signatory	Ultimate Beneficial Owner	Other:	
Full Name As Per NRIC / Passport:				Gender: Male Female
Entity Name:				
Former Name:				
Alias / Doing Business As Name:				
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Director Shareholder	Authorised Signatory	Ultimate Beneficial Owner	Other:	
Full Name As Per NRIC / Passport:				Gender: Male Female
Entity Name:				
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Nationality / Place of Incorporation:				
Dual Nationality (if any):	15.75		5 . 5 .	
1. Country:	ID / Passport No:		Expiry Date:	
2. Country:	ID / Passport No:		Expiry Date:	
Occupation:			Employment Type	
Name of Employer / Nature of Self-Employme Residential / Permanent Address:	nt / Business:	Mailing Addres	se.	Percentage of Shareholdings:
		Mailing Addres		

RHBAM/RF/2022-12 Page 5 of 15

Director	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 / Pass	port Expiry Date:	
Country of Birth:		Date of B	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	e: Employed Self-Employed
Name of Employer / Nature of Self-Employme	nt / Business:		_	Percentage of Shareholdings:
Residential / Permanent Address:		Mailing Addres	ss:	
Tel No:	H/p No:	Email Address	:	
	· <u></u>			·
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 / Pass	port Expiry Date:	
Country of Birth:			Birth / Incorporation:	
	-		man / moorporation.	
Nationality / Place of Incorporation:				
Dual Nationality (if any):	15.75		5 . 5 .	
1. Country:	ID / Passport No:		Expiry Date:	
2. Country:	ID / Passport No:		Expiry Date:	
Occupation:			Employment Type	
Name of Employer / Nature of Self-Employme Residential / Permanent Address:	nt / Business:	Mailing Addres	se.	Percentage of Shareholdings:
		Mailing Addres		

RHBAM/RF/2022-12 Page 6 of 15

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 / Passp	oort Expiry Date:											
Country of Birth:		Date of Bi	rth / 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-Employmer	nt / Business:		-	Percentage of Shareholdings:										
Residential / Permanent Address:		Mailing Addres	S:											
Tel No:	H/p No:	Email Address:		_										
TOTAL.	177 No.	Linaii Addiess.												
Director Shareholder	Authorised Signatory	Lillian de Beneficiel Come	Other:											
Director Shareholder	Authorised Signatory	Ultimate Beneficial Owner	Other.											
Full Name As Per NRIC / Passport:				Gender: Male Female										
				Gender: Male Female										
Entity Name:				Gender: Male Female										
Entity Name: Former Name:				Gender: Male Female										
Entity Name: Former Name: Alias / Doing Business As Name:		10.10		Gender: Male Female										
Entity Name: Former Name: Alias / Doing Business As Name: NRIC / Passport No. / Co. Reg. No:			oort Expiry Date:	Gender: Male Female										
Entity Name: Former Name: Alias / Doing Business As Name:			oort Expiry Date:	Gender: Male Female										
Entity Name:  Former Name:  Alias / Doing Business As Name:  NRIC / Passport No. / Co. Reg. No:				Gender: Male Female  D D / M M / Y Y Y Y  D D / M M / Y Y Y Y										
Entity Name:  Former Name:  Alias / Doing Business As Name:  NRIC / Passport No. / Co. Reg. No:  Country of Birth:				Gender: Male Female  DD / MM M / Y Y Y Y  DD D / MM M / Y Y Y Y										
Entity Name:  Former Name:  Alias / Doing Business As Name:  NRIC / Passport No. / Co. Reg. No:  Country of Birth:  Nationality / Place of Incorporation:	ID / Passport No:			Gender: Male Female    Male   Female   Female   Male   Female   Female   Male   Female   Female   Female   Male   Female	Entity Name:  Former Name:  Alias / Doing Business As Name:  NRIC / Passport No. / Co. Reg. No:  Country of Birth:  Nationality / Place of Incorporation:  Dual Nationality (if any):			rth / Incorporation:	Gender: Male Female    Male   Female   Female   Male   Female   Female   Male   Female   Female   Female   Male   Female	Entity Name:  Former Name:  Alias / Doing Business As Name:  NRIC / Passport No. / Co. Reg. No:  Country of Birth:  Nationality / Place of Incorporation:  Dual Nationality (if any):  1. Country:	ID / Passport No:		rth / Incorporation: Expiry Date:	
Entity Name:  Former Name:  Alias / Doing Business As Name:  NRIC / Passport No. / Co. Reg. No:  Country of Birth:  Nationality / Place of Incorporation:  Dual Nationality (if any):  1. Country:  2. Country:  Occupation:  Name of Employer / Nature of Self-Employment	ID / Passport No:	Date of Bi	rth / Incorporation:  Expiry Date:  Expiry Date:  Employment Type											
Entity Name:  Former Name:  Alias / Doing Business As Name:  NRIC / Passport No. / Co. Reg. No:  Country of Birth:  Nationality / Place of Incorporation:  Dual Nationality (if any):  1. Country:  2. Country:	ID / Passport No:		rth / Incorporation:  Expiry Date:  Expiry Date:  Employment Type	D D / M M / Y Y Y Y  D D / M M / Y Y Y Y  D D / M M / Y Y Y Y  D D / M M / Y Y Y Y  Employed Self-Employed										
Entity Name:  Former Name:  Alias / Doing Business As Name:  NRIC / Passport No. / Co. Reg. No:  Country of Birth:  Nationality / Place of Incorporation:  Dual Nationality (if any):  1. Country:  2. Country:  Occupation:  Name of Employer / Nature of Self-Employment	ID / Passport No:	Date of Bi	rth / Incorporation:  Expiry Date:  Expiry Date:  Employment Type	D D / M M / Y Y Y Y  D D / M M / Y Y Y Y  D D / M M / Y Y Y Y  D D / M M / Y Y Y Y  Employed Self-Employed										
Entity Name:  Former Name:  Alias / Doing Business As Name:  NRIC / Passport No. / Co. Reg. No:  Country of Birth:  Nationality / Place of Incorporation:  Dual Nationality (if any):  1. Country:  2. Country:  Occupation:  Name of Employer / Nature of Self-Employment	ID / Passport No:	Date of Bi	rth / Incorporation:  Expiry Date:  Expiry Date:  Employment Type	D D / M M / Y Y Y Y  D D / M M / Y Y Y Y  D D / M M / Y Y Y Y  D D / M M / Y Y Y Y  Employed Self-Employed										
Entity Name:  Former Name:  Alias / Doing Business As Name:  NRIC / Passport No. / Co. Reg. No:  Country of Birth:  Nationality / Place of Incorporation:  Dual Nationality (if any):  1. Country:  2. Country:  Occupation:  Name of Employer / Nature of Self-Employment	ID / Passport No:	Date of Bi	rth / Incorporation:  Expiry Date:  Expiry Date:  Employment Type	D D / M M / Y Y Y Y  D D / M M / Y Y Y Y  D D / M M / Y Y Y Y  D D / M M / Y Y Y Y  Employed Self-Employed										

RHBAM/RF/2022-12 Page 7 of 15

Director	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 / Pass	port Expiry Date:	$\begin{array}{ c c c c c c c c c c c c c c c c c c c$
Country of Birth:		Date of B	irth / Incorporation:	
Nationality / Place of Incorporation:				
Dual Nationality (if any):				
1. Country:	ID / Passport No:		Expiry Date:	$\begin{array}{ c c c c c c c c c c c c c c c c c c c$
2. Country:	ID / Passport No:		Expiry Date:	$\begin{array}{ c c c c c c c c c c c c c c c c c c c$
Occupation:			Employment Type	e: Employed Self-Employed
Name of Employer / Nature of Self-Employmer	nt / Business:			Percentage of Shareholdings:
Residential / Permanent Address:		Mailing Addres	s:	
Tel No:	H/p No:	Email Address:	·	
Director Shareholder	Authorised Signatory	Ultimate Beneficial Owner	Other:	
Full Name As Per NRIC / Passport:				Gender: Male Female
Entity Name:				
Former Name:				
Alias / Doing Business As Name:				
NRIC / Passport No. / Co. Reg. No:		ID / Pass	port Expiry Date:	$\begin{array}{ c c c c c c c c c c c c c c c c c c c$
Country of Birth:	-	Date of B	irth / Incorporation:	
Nationality / Place of Incorporation:				
Dual Nationality (if any):				
1. Country:	ID / Passport No:		Expiry Date:	
2. Country:	ID / Passport No:		Expiry Date:	$\begin{array}{ c c c c c c c c c c c c c c c c c c c$
Occupation:			Employment Type	e: Employed Self-Employed
Name of Employer / Nature of Self-Employmer	nt / Business:			Percentage of Shareholdings:
Residential / Permanent Address:		Mailing Addres	s:	
Tel No:	H/p No:	Email Address:		

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

RHBAM/RF/2022-12 Page 8 of 15

<b>EXCHANGE CONTRO</b>	ROL DECLARATION BY NON-MALAYSIAN REGISTERED ORGANISATION(S)						
I/We declare that I an	n/ we are Malaysian resident(s)/ Malaysi	an organisation					
I/We declare that I an	n/ we are non-Malaysian resident(s) and	I I am/ we are permanent resident(s					
INVESTMENT OBJECT	CTIVE & EXPERIENCE (PURF	POSE OF ACCOUNT OPER	NING) (Country	y)			
Investment Objective	•		Investment Experience				
Capital Growth	Regular Income	Capital Protection	Unit Trust year(s)	Trading on Bursa Malaysia _	year(s)		
Education	Wealth Accumulation	Retirement	Futures / Options year(s)	Others year(s	s)		
			No experience				
Investment Time Frame		N. 5 (25)					
Long Term (> 5 years)	Medium (3-5 years)	Short Term (< 3 years)					
BANK ACCOUNT DE	TAILS (MANDATORY FOR E	-PAYMENT OF INCOME D	ISTRIBUTION / REDEMPTION) -	MYR Class Fund Only			
Bank Name							
Account Holder Name							
Bank Account No.							
Account Type	Savings Account	Current account					
	ency bank account will be maintained in		me				
•	arty is strictly not allowed	Trailed and mile of the area o					
BANK ACCOUNT DE	TAILS (MANDATORY FOR E	-PAYMENT OF INCOME D	ISTRIBUTION / REDEMPTION) -	Foreign Currency Class Fun	d Only		
Bank Name							
Account Holder Name							
		11111					
Bank Account No.					+++++		
Account Type	Savings Account	Current account					
Currency	AUD EUR C	GBP JPY RM	B 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/accountholders, guarantors, legal representatives, industry/financial related associations, government/regulatory authorities, credit bureaus or credit reporting agencies, retailers, social networks and fraud prevention agencies or other organizations for any and/or all of the following purposes ("Purpose"), if applicable:
- i) providing this product and/or service and notifying me/us about important changes or developments to the features;
- (ii) updating and managing the accuracy of RHB Banking Group's records;
- (iii) prevention, detection or prosecution of crime, and complying with legal and regulatory obligations;
- (iv) assessment and analysis including credit / lending / financing /insurance/takaful risks / behaviour scoring / market and product analysis and market research;
- (v) communications and ensuring customer satisfaction, which may include conducting surveys to improve the quality of our products and services, responding to inquiries and complaints and to generally resolve disputes;
- (vi) determining the amount of my/our indebtedness and recovering debt that I/we owe to RHBAM MY;
- (vii) maintaining my/our credit history for present and future reference;
- (viii) enabling an actual or proposed assignee of RHBAM MY, or participant or sub-participant of RHBAM MY to evaluate my/our transactions which are intended to be the subject of the assignment, participation or sub-participation;
- (ix) cross-selling, marketing and promotions of products and/or services of RHB Banking Group and its strategic alliances;
- (x) for RHBAM MY's corporate events (including networking events, launching of products, etc) /contests, of which photographs / images of I/we may be captured and may be used for RHBAM MY's publications; or
- (xi) protecting RHB Banking Group's interests and other ancillary or related purposes.

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

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

RHBAM/RF/2022-12 Page 9 of 15

Customer Service

### RHR Asset Management Sdn Rhd & RHR Islamic International Asset Management Rerhad

RHB ASSET Maltagement out bittle a Krib Islatine international ASSET management berind 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 / rhbilam.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 rties, 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.

### IThis paragraph is only applicable to the authorized signatory(s)/contact person(s) of RHBAM MY's corporate customer(s), if anyl

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.

### 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 urusniaga/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, (c) 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:
- (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;
- mengemaskini dan menguruskan ketepatan rekod Kumpulan Perbankan RHB; (ii)
- pencegahan, 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; (iv)
- 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 (v) untuk menyelesaikan percanggahan secara umumnya;
- 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:
- 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: (iv)
- penjualan silang, pemasaran dan promosi produk dan/atau perkhidmatan Kumpulan Perbankan RHB dan rakan-rakan kongsi strategik; atau (x)
- 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. (xi)

Sava/Kami faham dan mengakui bahawa RHBAM MY perlu memproses maklumat peribadi sava/kami untuk Tujuan tersebut, tanpanya RHBAM MY tidak akan dapat menyediakan produk/perkhidmatan yang sava/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.

Sava/Kami faham bahawa RHBAM MY mungkin akan mendedahkan maklumat peribadi sava/kami (atau maklumat peribadi sensitif, iika berkenaan) kepada syarikat-syarikat lain di dalam Kumpulan Perbankan RHB, penyedia-penyedia perkhidmatan, peniaga-peniaga dan rakan-rakan kongsi strategiik, 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 pemprosesan 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 Managament 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 / rhbiiam.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 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 kecemasan, lain-lain) di mana maklumat peribadi mereka telah saya/kami dedahkan kepada RHBAM MY untuk membenarkan RHBAM MY membuat pemprosesan yang sama berhubung dengan Tujuan, jika

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

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

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

- "Foreign Account Tax Compliance Act (FATCA)" which was passed as part of the Hiring Incentives to Restore Employment (HIRE) Act, generally requires that foreign financial Institutions and certain other non-financial foreign entities report on the foreign assets held by their U.S. account holders or be subject to withholding on withholdable payments. The HIRE Act also contained legislation requiring U.S. persons to report, depending on the value, their foreign financial accounts and foreign assets.
- RHBAM MY and its related companies and affiliates are subject to and required to, or have agreed to comply with FATCA ("FATCA Reporting Requirement"). In view of this, RHBAM MY is required to collect information about each of its customers under the FATCA Reporting Requirement"). In view of this, RHBAM MY is required to collect information about each of its customers under the FATCA Reporting Requirement. If you are a U.S. Person, we may need to give the Inland Revenue Board of Malaysia ("IRBM") your account information, which may then be shared with the U.S. IRS.
- "Common Reporting Standard (CRS)" means the Standard for Automatic Exchange of Financial Account Information ("AEOFAI") in Tax Matters and was developed in response to the G20 request and approved by the Organisation for Economic Co-operation and Development (OECD) Council on 15 July 2014, calls on jurisdictions to obtain information from their financial institutions and automatically exchange that information with other jurisdictions on an annual basis. It sets out the financial account information to be exchanged, the financial institutions required to report, the different types of accounts and taxpayers covered, as well as common due diligence procedures to be followed by financial institutions.
- RHBAM MY and its related companies and affiliates are required to comply with the CRS Rules ("CRS Reporting Requirement") In view of this RHBAM MY is required to collect information about your tax residence(s) unde 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/automaticnge/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

RHBAM/RF/2022-12 Page 10 of 15

- "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**

IWe 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), 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 AC	COUNT APPLICATION FORM		
Authorised Signatory (ies)	Authorised Signatory (ies)	Authorised Signatory (ies)	
Name:	Name :	Name :	Company Stamp / Common Seal
NRIC/Passport No: Date :	NRIC/Passport No: Date :	NRIC/Passport No:	Company Stamp / Common Sear
Note: Pre-signed account application form is strictly			
	FOR OF	FICE 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	Lisf	of Source of Fund	
W01 Accumulated Savings	V02 Inheritance	F01 Own Bank Transfer (within RHB)	F02 Savings/Investment
W03 Trust Fund	V04 Disposal of Assets/ Shares	F03 Trust Funds	F04 Sale of Inves/Shares/Prop/Land
W05 Insurance/takaful Maturity/Surrender	No6 Return on Investment	F05 Dividends/Profits	F06 Rental Proceeds
W07 Legal Settlement	V08 Income from own business	F07 Return on Investment	F08 FD/Term Deposit Placement Roll Over/Renewal
W09 Local Investment proceeds	V10 Foreign investment proceeds	F09 Insurance/Takaful Maturity/Surrender	F10 Legal Settlement
W11 Crypto currency investment proceeds	V12 Property (rental proceeds)	F11 Credit Facility Approve by FI	F12 Trf Frm Parent/Holding/Subs
W13 Sale of Business		F13 Trf frm Own Acct with Oth FI	F14 Financial Aid/Subsidies
		F15 Inheritance	F16 Gift/Donation
		F17 Business Sales/Proceeds	F18 Working Capital
		F19 Crypto Currency/Digital Asset Investment Procee	ds

# 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.

RHBAM/RF/2022-12 Page 11 of 15

# 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 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
- (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
  - 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 nondelivery, 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
- 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)

RHBAM/RF/2022-12 Page 12 of 15

# 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.
- 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 (i) 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

### RHRAM 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.

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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

- 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.

RHBAM/RF/2022-12 Page 13 of 15

## 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. When 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 unpresented 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 unpresented 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
- The Customer agrees and undertakes to notify RHBAM MY immediately of any change in the particulars of the Customer, or any information relating to any Account or to these T&C, supplied to RHBAM MY to update the changes online or completing the Updating of Client's Particular Form and submit to:

RHB Asset Management Sdn Bhd

Level 8 Tower 2 & 3 RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur, Malaysia Contact: +603-9205 8000 Facsimile: +603-9205 8100 E-mail: rhbam@rhbgroup.com

RHB Islamic International Asset Management Berhad Level 8. Tower 2 & 3. RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur, Malaysia Contact: +603-9205 8000 Facsimile: +603-9205 8107 E-mail: rhbiiam.enquiry@rhbgroup.com

RHBAM/RF/2022-12 Page 14 of 15

## 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, 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
- "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.

RHBAM/RF/2022-12 Page 15 of 15



# RHB ASSET MANAGEMENT SDN BHD 198801007231 (174588-X)

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

Tel: 03-9205 8000 Fax: 03-9205 8100

Toll Free No.: 1-800-88-3175 Website:www.rhbgroup.com

In compliance with the Capital Markets and Services Act 2007, this purchase/switch form should not be circulated unless accompanied by the relevant Master Prospectus(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  $tick(\sqrt{})$  where applicable. For 1st time investors, please fill up the account application form to be submitted with this

PURCHASE / SWITCH FORM						
Account No.	Account No.					
	(for existing unit holders only)					

Purchase	Switch
Staff Applica	ation (Please tick ( $$ ) if this is staff purchase

purchase/switch form.		
<b>INDIVIDUAL / CORPORATE APPLIC</b>	CANT	
Name of Individual/Corporate Applicant (as	s in NRIC/Passport/Certificate of Inco	prporation)
NRIC No.		NRIC No. (old) / Passport No. /
(new)		Company Registration No.
Tel No.		
, ,		e / House / Office
Name of Joint Individual Applicant (as in N	IRIC/Passport) (not applicable for EPI	F Investment Scheme ("EPF"))
NRIC No. (new)	-   -   -   -	NRIC No. (old) / Passport No.
Tel No.		Mobile
. , , .		e / House / Office
DETAILS OF INVESTMENT APPLIC	CATION	

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

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

Investor Suitability Assessment	assessment	Update (please complete the Investor Suitability Assessment Form ("ISAF") provided)				
Fund Name	***Plan Type	**Currency	Amount	****No. of years 1 - 5	Investment Type	*Distribution Instruction (not applicable for EPF)
					☐ Initial ☐ Additional	Reinvest Credit into bank account
					☐ Initial ☐ Additional	Reinvest Credit into bank account
					☐ Initial ☐ Additional	Reinvest Credit into bank account
		TOTAL				
*Bank Account details for income distribution to be credited	will be as per ex	xisting details m	aintained with RHBAM.	** sp	ecify the currency acronym	n eg. RM etc
*** Note: C - Cash Plan ; S - Savings Plan ; E - EPF Plan	1 ****	Applicable for R	egular Savings Plan			

Payment Mode for investment: Cheque/Bank Draft (Bank

) (Payable to "RHB Asset Management Sdn Bhd - Trust Account")

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

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

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

	9 Others
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
Transaction Price Date	FIMM Code
	Signature of Staff / UTSC / Distributor

RHBAM/RF/2020-05/08 Page 1 of 2

### DETAILS OF SWITCHING APPLICATION

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

SWITCH FROM				
Fund Name	*Currency	Units		
1				
2				
3				

SWITCH TO				
Fund Name	*Currency	**Distribution Instruction		
1		Reinvest Credit into bank account		
2		Reinvest Credit into bank account		
3		Reinvest Credit into bank account		

specify the currency acronym eg. RM etc

### 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.
- 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 (v) Risk Disclosure Statement or the terms of the loan financing, you should consult the institution offering the loan.

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

## **DECLARATIONS AND SIGNATURES**

- I / We acknowledge that I / We have received, read and understood the relevant Master Prospectus(es) / Prospectus(es) and its Supplementary(ies) (if any) for the Fund(s) to be invested in, the Terms and Conditions of this purchase/switch form and I/We undertake to be bound by them for my / our initial and subsequent transactions with RHB Asset Management Sdn Bhd ("RHBAM").
- I/We undertake to be bound by the provisions of the documents constituting the Fund(s) subscribed to as if I was/We were a party thereto
- I/We acknowledge that I/We are aware of the fees and charges that I/We will incur directly or indirectly when investing in the Fund(s).
- I/We hereby declare and acknowledge that I/We have sole legal and proprietary right over all monies accompanying this application.

  I/We hereby agree to apply the risk tolerance profile maintained with RHBAM for my subscription and/or switching/transfer. And if there are any changes to my/our risk tolerance profile, I/we will notify and furnish RHBAM with the updated Investor Suitability Assessment Form.
- I/We agrees and undertakes to notify RHBAM immediately of any change in my particulars and bank account.
- With the completion and execution of this purchase/switch form, I/We, the abovenamed unitholder(s)/member(s), agree that all facsimile and/or electronic mails ("emails") confirmation(s) are conclusive and irrevocable as to its terms and contents. I/We further acknowledge and accept that RHBAM:
- (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 RHBAM acting in accordance with the facsimile and/or emails confirmation(s), notwithstanding any error, misunderstanding, fraud or lack of clarity in the terms of such instruction(s), and whether or not such facsimile and/or emails confirmation(s) was made or given with or without the authorisation of the abovenamed unitholder(s)/member(s); and
- (C) I/We further undertake to indemnify and hold harmless RHBAM, its employees and its Unit Trust Scheme Consultants against all actions, costs (including any legal cost incurred), suits, proceeding, damages, expenses, los liabilities, claims and demands arising out of (whether directly or indirectly or in connection with) any inaccuracy of the declarations and inaccurate information provided herein.

# **TERMS AND CONDITIONS**

# Regular Savings Plan (RSP)

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

# Electronic Services

- RHBAM may from time to time provide to the applicant its electronic services such as website, computer, telephone, mobile telephone services or systems (including but not limited to services or information accessible through RHBAM's proprietary software or mobile technology) ("Electronic Services"). The applicant will be automatically enrolled to receive fund's reports and notices in electronic form. If the applicant wishes to receive the reports and notices in printed copies, the applicant may opt out from the Electronic Services by informing RHBAM in writing.
- RHBAM may engage in any services include as part of such Electronic Services from time to time for the purpose of :
  - (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 for execution:
  - (iii) access to, including but not limited to key market indicators and real-time quotes;
- And if the applicant does not wish to utilise the Electronic Services, the applicant may choose to opt out by informing RHBAM in writing
- RHBAM shall be entitled to
- (i) modify, suspend or terminate the operation of the Electronic Services; or
- uspend or terminate the Customer's access to or use of the Electronic Services

at any time with or without notice

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

# Unclaimed Moneys

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

  APPLICANTS MUST SIGN THIS PURCHASE/SWITCH FORM

ALL APPLICAN	is musi sidi	V THIS PURCH	ASE/SWITC	T FURIN

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

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

# RHB ENERGY FUND

# Manager

RHB Asset Management Sdn Bhd (174588-X)

(A member of RHB Banking Group)

Trustee

HSBC (Malaysia) Trustee Berhad (1281-T)

(A member of the HSBC Group)

This prospectus is dated 3 September 2017.

**Constitution Date of the Fund: 13 January 2009** 

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 32.





RHB Asset Management Sdn Bhd (174588-X)

**Head Office** 

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**Tel:** +603 9205 8000

**Fax:** +603 9205 8100

www.rhbgroup.com



## Responsibility Statement

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

### Statements of Disclaimer

The Securities Commission Malaysia has authorised the Fund and a copy of this prospectus has been registered with the Securities Commission Malaysia.

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

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

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

### **Additional Statements**

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

# JPMCCI Energy Excess Return Index and the Contag Indices (collectively the "Indices") General Disclaimer in respect of RHB Energy Fund

All information provided herein regarding the Indices, including without limitation the levels of the Indices, is provided for informational purposes only. Nothing herein shall be construed as a recommendation to adopt any investment strategy or as legal, tax, regulatory or accounting advice. The Indices are derived from sources that are considered reliable, but JPMorgan does not guarantee the veracity, completeness or accuracy of such sources on which the Indices relies and, as a consequence, the veracity, completeness, or accuracy of the Indices. No representation, warranty or condition, express or implied, statutory or otherwise, are given or duty or liability assumed by JPMorgan in respect of the suitability, fitness for purpose or appropriateness of the use of the Indices in connection with the Fund. For further details of the disclaimers in respect of the JPMCCI Energy Excess Return Index, please refer to www.jpmorgan.com/jpmcci and in the case of the Contag Indices, on:

- http://www.jpmorgan.com/directdoc/Index\_Rules\_COMMANDER\_JPM\_Contag\_Beta\_Energy\_Beta\_Index\_May\_2012.pdf
- http://www.jpmorgan.com/directdoc/Index\_Rules\_COMMANDER\_JPM\_Contag\_Beta\_Energy\_Alpha\_Index\_May\_2012.pdf
- http://www.jpmorgan.com/directdoc/Index\_Rules\_COMMANDER\_JPM\_Contag\_Beta\_Energy\_Alph aBeta\_Index\_May\_2012.pdf

# Swap Counterparty Disclaimer in respect of RHB Energy Fund

This prospectus has not been prepared or approved by any entity in the JPMorgan group or any of its affiliates (together "JPMorgan"). Save for those disclosures to which JPMorgan have expressly consented for inclusion in this prospectus, it does not assume any responsibility for the correctness of any statement made or opinion or report expressed in this prospectus nor shall JPMorgan under any circumstances be liable whatsoever for any disclosure or non-disclosure on the part of the Management Company who is responsible for the Fund. JPMorgan takes no responsibility for the contents of this prospectus and makes no representation as to the accuracy or completeness of the information contained herein except for those information in the prospectus to which JPMorgan has consented to. The Fund is not a JPMorgan product and is not endorsed by JPMorgan and JPMorgan should not be taken to recommend the Fund. Investors must rely on their own evaluation to assess the merits and risks of the investment and should consult professional advisers as they deem necessary.

# TABLE OF CONTENTS

		TAGE
DEF	INITIONS	1
COR	RPORATE DIRECTORY	4
1.	FUND INFORMATION	
1.1	Basic Information	
1.1	1.1.1 Name of the Fund	
	1.1.2 Fund Category	
	1.1.3 Financial Year End	
	1.1.4 Name of Trustee	
1.2	Investment Objective, Strategy and Policies	5
	1.2.1 Investment Objective	5
	1.2.2 Investment Strategy	
	1.2.3 Collective Investment Schemes	
	1.2.4 Financial Derivatives	
	1.2.5 Structured Products	20
	1.2.6 Foreign Securities	
	1.2.7 Liquid Assets	
	1.2.8 Distribution Policy	
1.3	Permitted Investments and Restrictions	
1.4	Additional Information on the Component Contag Index	
1.5	Investment Philosophy	
1.6	Investment Approach	30
1.7	Fund Business Day	31
2.	RISK FACTORS	32
2.1	General Risks of Investing in Unit Trust Funds	32
2.2	Specific Risks when Investing in the Fund	33
3.	VALUATION OF ASSETS	39
4.	FEES, CHARGES AND EXPENSES	41
4.1	Charges	41
4.2	Fees and Expenses	
4.3	Reduction or Waiver of Fees and Charges	
4.4	Policy on Rebates and Soft Commissions	
4.5	Goods and Services Tax ("GST")	
5.	TRANSACTION INFORMATION	45
5.1	Pricing Policy	45
5 2	Computation of Purchase of Units	

# RHB ENERGY FUND

5.3	Computation of Redemption of Units	45
5.4	Pricing Error Policy	46
5.5	Transaction Details	46
5.6	Mode of Distribution	49
6.	SALIENT TERMS OF THE DEED	50
6.1	Rights and Liabilities of Unit Holders	50
	6.1.1 Recognition of Unit Holders	50
	6.1.2 Rights of Unit Holders	
	6.1.3 Liabilities of Unit Holders	50
6.2	Fees, Charges, and Expenses Permitted by the Deed	
	6.2.1 Sales Charge and Repurchase Charge	
	6.2.2 Maximum Annual Management Fee	
	6.2.3 Maximum Annual Trustee Fee	
	6.2.4 Increase in Fees and Charges	
	6.2.5 Other Permitted Expenses of the Fund	
6.3	Removal, Replacement, and Retirement of the Manager and Trustee	
	6.3.1 Removal and Replacement of the Manager	
	6.3.2 Retirement of the Manager	
	6.3.3 Removal and Replacement of the Trustee	
	6.3.4 Retirement of the Trustee	
6.4	Termination of the Fund	
6.5	Unit Holders Meeting ("Meeting")	
	6.5.1 Quorum	
	6.5.2 Manner of Voting and Resolution	54
7.	THE MANAGEMENT AND ADMINISTRATION OF THE FUND	55
7.1	The Manager	55
7.2	Board of Directors	55
7.3	Functions of the Manager	55
7.4	The Investment Committee	55
7.5	The Investment Team	56
7.6	Manager's Disclosure of Material Litigation	56
7.7	Other Information	
8.	THE TRUSTEE OF THE FUND	57
8.1	Experience in Trustee Business	57
8.2	Duties and Responsibilities of the Trustee	57
8.3	Trustee's Statement of Responsibility	57
8.4	Anti-Money Laundering and Anti-Terrorism Financing Provisions	
8.5	Statement of Disclaimer	
8.6	Trustee's Disclosure of Material Litigation	
87	Consent to Disclosure	

# RHB ENERGY FUND

8.8	Trustee's Delegate	58
9.	RELATED-PARTY TRANSACTION AND CONFLICT OF INTEREST	59
10.	TAX ADVISER'S LETTER ON THE TAXATION OF THE FUND AND UNIT HOLDER	S.61
11.	EXPERTS' REPORT	65
12.	APPROVAL AND CONDITIONS	65
13.	DOCUMENTS AVAILABLE FOR INSPECTION	65
DIRE	ECTORY OF OUTLETS FOR PURCHASE AND SALE OF UNITS	65
	TER APPLICATION FORM & UNIT TRUST LOAN FINANCING RISK DISCLOSS FEMENT	URE

### DEFINITIONS

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

BMSB Bursa Malaysia Securities Berhad.

Bursa Malaysia The stock exchange managed and operated by BMSB.

Business Day A day (other than Saturdays, Sundays and public holidays) in which:

(i) Bursa Malaysia is open for trading; and

(ii) the banks in Kuala Lumpur, London, New York and Hong Kong are open for trading or business as the

case may be.

Deed dated 13 January 2009 as modified via its first supplemental deed

dated 4 September 2013, second supplemental deed dated 16 February 2015, third supplemental deed dated 3 June 2015 and any other supplemental deeds as may be registered with the Securities Commission

from time to time.

is open to the public and has adequate liquidity for the purposes of the Fund. A non-exhaustive list of Eligible Markets includes stock exchanges, derivative exchanges, over-the-counter debt securities

markets and money markets.

FIMM Federation of Investment Managers Malaysia.

Fund RHB Energy Fund ("ENERGY").

GST Goods and services tax.

Latest Practicable Date 30 June 2017.

Manager/Management

Company

Deed

RHB Asset Management Sdn Bhd (174588-X).

MSCI Morgan Stanley Capital International.

Net Asset Value (NAV)

The Net Asset Value of the Fund is determined by deducting the value of

all the Fund's liabilities from the value of all the Fund's assets, at the

valuation point.

Net Asset Value per unit The Net Asset Value of the Fund divided by the total number of units in

circulation at that valuation point.

NYMEX New York Mercantile Exchange.

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

Manager to a Unit Holder pursuant to the repurchase of a unit of the Fund. The Repurchase Price shall be the Net Asset Value per unit as at the next valuation point of the Fund's relevant Business Day ("forward pricing") after the repurchase request is received by the Manager. A repurchase charge, if any, will be computed separately based on the withdrawal amount/repurchase amount. The implementation of GST is

effective from 1 April 2015 at the rate of 6% and the repurchase charge payable (if any) is exclusive of GST.

RM or Ringgit Malaysia

The lawful currency of Malaysia.

Securities Commission (SC)

Securities Commission Malaysia.

Selling Price

The price (before adding any sales charge) payable by an investor or a Unit Holder for the purchase of a unit of the Fund. 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 of a Fund is received by the Manager. A sales charge, if any, will be computed separately based on the investment amount/purchase amount, net of bank charges (if any). The implementation of GST is effective from 1 April 2015 at the rate of 6% and the sales charge payable (if any) is exclusive of GST.

Swap Counterparty

JP Morgan Chase Bank Berhad.

Trustee

HSBC (Malaysia) Trustee Berhad.

Underlying

The following are the underlying assets of the swap agreement under **ENERGY**:

60% of a commodity based index selected from the following:

- i) JPMCCI Energy Excess Return Index
- ii) Contag Beta Energy Excess Return Index-Beta Index
- iii) Contag Beta Energy Excess Return Index-Alpha Index
- iv) Contag Beta Energy Excess Return Index-Alpha Beta Index

20% of Energy Select Sector SPDR Fund (exchange traded fund)

20% of MSCI World Energy Index (an equity index)

Henceforth, the Fund will have exposure to the following basket of underlying assets ("Underlying"):

60% of a commodity based index selected from the following:

- i) JPMCCI Energy Excess Return Index
- ii) Contag Beta Energy Excess Return Index-Beta Index
- iii) Contag Beta Energy Excess Return Index-Alpha Index
- iv) Contag Beta Energy Excess Return Index-Alpha Beta

20% of Energy Select Sector SPDR Fund (exchange traded fund)

20% of MSCI World Energy Index (an equity index)

which are linked to the global energy sector.

## RHB ENERGY FUND

Unit Holder(s)

The person(s) for the time being registered under the provisions of the Deed as the holder(s) of units of a Fund and includes person(s) jointly so registered, and where applicable includes the Manager.

## CORPORATE DIRECTORY

## MANAGER

RHB Asset Management Sdn Bhd

### REGISTERED & PRINCIPAL OFFICE

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

Tel: 03-9205 8000

Fax: 03-9205 8100

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

## 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 Energy Fund.

### 1.1.2 Fund Category

Fixed income fund.

Although the Fund invests in Malaysian fixed income instruments, the Fund can have up to 100% of its Net Asset Value exposed to a basket of underlying assets that are linked to the global energy sector via a derivative in the form of a swap agreement.

### 1.1.3 Financial Year End

31 March.

### 1.1.4 Name of Trustee

HSBC (Malaysia) Trustee Berhad.

### 1.2 Investment Objective, Strategy and Policies

## 1.2.1 Investment Objective

The Fund aims to achieve long term\* capital appreciation through an investment that is linked to the global energy sector.

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

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

# 1.2.2 Investment Strategy

The Fund seeks to achieve its investment objective by investing up to 100% of its Net Asset Value into Malaysian fixed income instruments and up to 10% of its Net Asset Value as capital payment for exposure to an over-the-counter (OTC) derivative instrument in the form of a one month rolling swap agreement with a counterparty that offers exposure to the performance of a commodity based index [selected from a pool of 4 commodity based indices, namely, the JPMCCI Energy Excess Return Index and 3 other indices based on the JP Morgan Contag Beta Energy Excess Return Index (collectively, the "Contag Indices"), to be determined by the Manager], an exchange traded fund and an equity index.

Henceforth, the Fund will have exposure to the following basket of underlying assets ("Underlying"):

60% of a commodity based index selected from the following:

- i) JPMCCI Energy Excess Return Index
- ii) Contag Beta Energy Excess Return Index-Beta Index
- iii) Contag Beta Energy Excess Return Index-Alpha Index
- iv) Contag Beta Energy Excess Return Index-Alpha Beta Index

20% of Energy Select Sector SPDR Fund (exchange traded fund)

20% of MSCI World Energy Index (an equity index)

The selected commodity based index will provide investors with an exposure to global energy futures. The US-based exchange traded funds will give investors exposure to companies in the conventional energy sector and the equity index will provide investors with exposure to oil related companies. Collectively, the Underlying is reflective of the global energy sector.

### **About the Underlying:**

### The JPMCCI Energy Excess Return Index

The JPMCCI Energy Excess Return Index provides investors exposure to the energy commodity markets through investing in commodity futures of Intercontinental Exchange ("ICE") Brent Crude, ICE Gas Oil, New York Mercantile Exchange ("NYMEX") Crude Oil, NYMEX Gasoline, NYMEX Heating Oil and NYMEX Natural Gas. Unlike traditional commodity indices, the JPMCCI Energy Excess Return Index's weighting is based on open interest, which is the total number of outstanding futures contracts held by market participants either at a certain point in time or over a certain period of time. For more information, copies of the rules, the Q&A and risk disclosures of the JPMCCI Energy Excess Return Index are available from the following website: www.jpmorgan.com/jpmcci.

### The Contag Indices

The Beta Index, the Alpha Index and the Alpha Beta Index will be collectively called the Contag Indices. The Contag Indices are based on the J.P. Morgan Contag Beta Energy Class A Excess Return Index (the "Component Contag Index"), but differ from it because of adjustments made (See "The Beta Index", "The Alpha Index" and "The Alpha Beta Index"). This summary shall focus on the Component Contag Index and describes how the 3 related Contag Indices differ from it.

### The J.P. Morgan Contag Beta Energy Class A Excess Return Index (the "Component Contag Index")

The Component Contag Index provides exposure to energy commodities by being synthetically linked to the performance of certain underlying commodity futures contracts. Every month, the Component Contag Index employs a bespoke selection methodology (known as the "Contag Contract Selection" methodology) to select specific commodity futures to which to gain synthetic exposure. The universe of potential underlying futures contracts within the Component Contag Index includes: NYMEX Crude Oil, NYMEX Gasoline, NYMEX Heating Oil, NYMEX Natural Gas, ICE Brent Crude and ICE Gas Oil.

The indicative weightings of the various energy commodities in the Component Contag Index as of 30 April 2017 are as follows:

NYMEX Crude Oil	41.00%
NYMEX Gasoline	7.36%
NYMEX Heating Oil	6.92%
NYMEX Natural Gas	6.50%
ICE Brent Crude	29.52%
ICE Gas Oil	8.70%

The individual components of the Component Contag Index are selected based on the shape of the relevant futures curves. For more information, please refer to the "Contag Contract Selection methodology" described under Section 1.4. The weights of individual components are decided by their respective world production quantities. The weights are rebalanced on an annual basis.

### The Beta Index

The difference between the Beta Index and the Component Contag Index is a minor one, namely, an adjustment is incorporated in the Beta Index whereby 96 basis points per annum are deducted from the published level of the Beta Index daily.

### The Alpha Index

The Alpha Index aims to capture the enhanced roll return achieved by the Contag Contract Selection methodology of the Beta Index by simultaneously being synthetically long the Beta Index and synthetically short the S&P GSCI<sup>TM</sup> Energy Excess Return Index, the benchmark against which the Component Contag Index is constructed. An adjustment is incorporated in the Alpha Index whereby 96 basis points per annum are deducted from the published level of the Alpha Index daily.

In effect, this variant aims to track the outperformance of the Component Contag Index against its own benchmark, the S&P GSCITM Energy Excess Return Index.

The intended outcome is a low volatility, long-short strategy that captures the roll profit (See "Rolling of Futures") and reduces correlation of the Alpha Index to the spot movement in the physical energy commodities underlying the relevant futures contracts.

### The Alpha Beta Index

The Alpha Beta Index aims to provide directional exposure to the energy commodities sector while also enhancing the returns by capturing additional enhanced roll return achieved by the Contag Contract Selection methodology. It does so by simultaneously being synthetically long the Beta Index and the Alpha Index in equal proportion. An adjustment incorporated in the Alpha Index whereby 192 basis points per annum are deducted from the published level of the Alpha Index daily.

Alternatively expressed, this index is effectively 2 times long the Beta Index and 1 times short the S&P GSCI<sup>TM</sup> Energy Excess Return Index.

### **Energy Select Sector SPDR Fund**

The Energy Select Sector SPDR Fund is an exchange traded fund incorporated in the USA. The fund's objective is to provide investment results that, before expenses, correspond to the performance of the Energy Select Sector Index. This index includes companies that develop and produce crude oil and natural gas, provide drilling and other energy related services.

### MSCI World Energy Index

The MSCI World Energy Index is a free-floated weighted equity index that was developed with a base value of 100 on 31 December 1998.

The Fund's portfolio will be structured as follows:

90% to 100% of Net Asset Value

Investments in Malaysian bonds, money market instruments and deposits with financial institutions.

Up to 10% of Net Asset Value

- As capital payment for exposure to a derivative instrument in the form of a swap agreement that will provide the Fund with exposure to the global energy sector. With this capital payment, the Fund can have a notional amount of up to 100% of its Net Asset Value exposed to the Underlying which are linked to the global energy sector.

To gain exposure to this Underlying, the Fund will enter into monthly swap agreements (each a "Swap Agreement" and collectively the "Swap Agreements") with J.P. Morgan Chase Bank Berhad (the "Swap Counterparty") an indirect wholly owned subsidiary of JPMorgan Chase Bank N.A. The Swap Agreements are denominated in Ringgit Malaysia ("RM").

### About the Swap Counterparty:

### J.P. Morgan Chase Bank Berhad

J.P. Morgan Chase Bank Berhad is a licenced commercial bank in Malaysia whose principal activities are banking and related financial services. J.P. Morgan Chase Bank Berhad is a direct subsidiary of J.P. Morgan International Finance Limited, which is ultimately held 100% by JPMorgan Chase Bank, N.A.

### JPMorgan Chase Bank, N.A.

JPMorgan Chase Bank, N.A. is one of the principal bank subsidiaries of JPMorgan Chase & Co., which is a leading global financial services firm and one of the largest banking institutions in the United States, with operations worldwide. JPMorgan Chase Bank, N.A. offers a wide range of banking services to its customers both in the United States and internationally, including investment banking, financial services for consumers and small businesses, commercial banking, financial transactions processing and asset management.

As of 23 June 2017, JPMorgan Chase Bank, N.A.'s long-term senior unsecured debt was rated A+ by Standard and Poor's Ratings Services. Credit ratings may be adjusted over time, and there is no assurance that the foregoing credit rating will be effective after 23 June 2017. A credit rating is not a recommendation to buy, sell or hold any securities or other financial instruments.

At the commencement of a Swap Agreement, the Manager will determine the notional amount that the Fund will be exposing to the Underlying and the commodity based index to be exposed to after considering factors such as global economic outlook, general market sentiments, shape of the applicable underlying commodity futures curves and outlook of the energy sector. At all times, this notional amount shall not exceed the Net Asset Value of the Fund at the time of entering into each Swap Agreement with the Swap Counterparty. Thus, the Fund can have up to 100% of its Net Asset Value exposed to the Underlying. Thereafter, the Fund will pay the Swap Counterparty 10% of the notional amount of the Fund's exposure to the Underlying as capital payment upon commencement of each new Swap Agreement. At the agreed predetermined settlement period, the calculation agent of the Swap Agreement will calculate the performance of the Underlying net of the swap transaction fee and applicable taxes (if any). As the Underlying is originally US Dollar based, the reported Underlying quotations will be translated to RM daily based on the rate of exchange fixing for the

conversion of USD/RM on the next business day at 11a.m. Malaysian time or such other time as may be determined by the Manager.

The Fund will settle with the Swap Counterparty on the gain or loss on the Underlying on the termination of each Swap Agreement. Any gain or loss would be added to or deducted from the 10% capital sum that was paid to the Swap Counterparty on the commencement of each Swap Agreement. Any net amount due to the Fund would be payable by the Swap Counterparty on the settlement day or any amount due to the Swap Counterparty (i.e. where the loss exceeds the capital sum) would be payable by the Fund on the settlement day.

### **About the Swap Agreement**

Each Swap Agreement will cover terms of each swap transaction including, among others, the provisions relating to its termination whereby upon the occurrence of certain events with respect to either the Swap Counterparty or the Manager and/or the Trustee acting on behalf of the Fund (including, without limitation, failure to pay, insolvency and the imposition of withholding tax on the payments due by either party), the Swap Agreement can be terminated. Upon such termination, either party to the Swap Agreement can be liable to make a termination payment (regardless of which party may have caused such termination) based on various factors, including without limitation, the mark to market value of the Swap Agreement at such time, as determined by the Swap Counterparty.

The balance of the assets of the Fund which is principally cash will be invested in Malaysian fixed income securities, money market instruments, fixed income/money market collective investment schemes and/or deposits for extra yield as well as to maintain liquidity reserves. These are deposits that are not embedded with or linked to financial derivatives instruments (structured deposits) and (where applicable) these are current accounts, short term money market deposits\* and short term deposits\* with financial institutions.

The risk management strategies and techniques employed by the Manager include diversification of the Fund's investments in terms of its exposure to various industries, sectors and asset classes and/or type of investments (i.e. fixed income, money market instruments). The Malaysian fixed income securities will be that of debt securities issued by corporations, financial institutions and government (comprising amongst others of convertible debt securities, redeemable debt securities, bonds/securities that are issued and/or guaranteed by the government or quasi-government agencies, corporate bonds carrying at least A ratings by RAM Rating Services Berhad or the equivalent rating by any other reputable rating agency, while investments in short term instruments\* shall carry at least P2 ratings by RAM Rating Services Berhad or the equivalent rating by any other reputable rating agency).

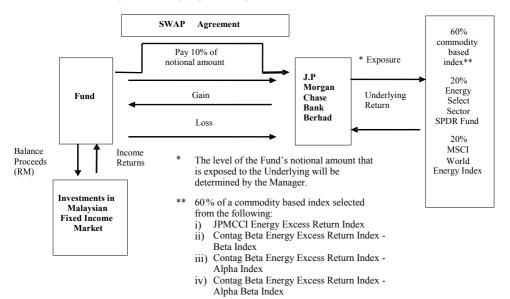
Note: # 'short term' deposits and instruments refer to deposits and instruments which have a remaining maturity period of not more than 365 days.

To illustrate the structure, we assume the Fund receives RM100 million from investors. The Fund will execute a monthly Swap Agreement with the Swap Counterparty to gain exposure to the Underlying. At the commencement of the Swap Agreement, if the Manager after due consideration decides that the Fund will have a notional amount of RM100 million exposure to the performance of the Underlying (in view of the Manager's positive outlook of the energy sector), the Fund will then pay the Swap Counterparty a capital payment 10% of the notional amount of the Fund's exposure to the Underlying i.e. RM10 million in return for the RM100 million exposure to the Underlying. The balance of RM90 million will be invested in Malaysian fixed income securities and money market instruments for extra yield as well as to maintain liquidity reserves. However, if the Manager views the sector to be volatile or has a negative view, it may adopt a lower notional amount of say, RM70 million exposure to the performance of the Underlying. The Fund will then pay the Swap Counterparty a capital payment of 10% of the notional amount of the Fund's exposure to the Underlying i.e. RM7

million in return for the RM70 million exposure to the Underlying. The balance of RM93 million will be invested in Malaysian fixed income securities and money market instruments for extra yield as well as to maintain liquidity reserves.

At the agreed predetermined settlement period, the calculation agent of the Swap Agreement will calculate the performance of the Underlying in RM. If the Underlying performance is positive, the Swap Counterparty will pay the Fund the capital sum plus the gains on the Underlying in RM. Conversely, if the Underlying performance is negative, the Fund will have to pay the loss incurred on the Underlying from the capital sum paid to the Swap Counterparty or from the money market/Malaysian fixed income investments if the capital sum paid is insufficient to cover the losses incurred.

### INVESTMENT FLOW OF THE FUND



### Illustration on the Computation of the Underlying Performance

Days of Month	A Commodity Based Index* RM ("Index")	Index Performance	(a) 60% of Index Performance	Energy Select Sector SPDR Fund (ETF)	ETF Performance	(b) 20% of ETF Performance
		%	%	RM	%	%
0	100			105.00		
1	105	5.00	3.00	106.00	0.95	0.19
2	99	-1.00	-0.60	104.50	-0.48	-0.10
3	115	15.00	9.00	104.00	-0.95	-0.19
4	125	25.00	15.00	107.00	1.90	0.38
5	120	20.00	12.00	112.00	6.67	1.33

Days of Month	A Commodity Based Index* RM ("Index")	Index Performance	(a) 60% of Index Performance	Energy Select Sector SPDR Fund (ETF)	ETF Performance	(b) 20% of ETF Performance
		%	%	RM	%	%
6	120	20.00	12.00	112.00	6.67	1.33
7	120	20.00	12.00	112.00	6.67	1.33
:	:	:	:	:	:	:
:	:	:	:	:	:	:
27	115	15.00	9.00	115.10	9.62	1.92
28	118	18.00	10.80	116.20	10.67	2.13
29	124	24.00	14.40	110.00	4.76	0.95
30	127	27.00	16.20	117.00	11.43	2.29
31	125	25.00	15.00	116.50	10.95	2.19

			(c)	(d)	(a+b+c) x d
Days of Month	MSCI World Energy Index ("Equity index")	Equity index Performance	20% of Equity index Performance	Notional Amount of the Fund's Exposure	Underlying Performance Amount
	RM	%	%	RM	RM
0	200.00			100,000,000.00	
1	202.00	1.00	0.20	100,000,000.00	3,390,000.00
2	199.34	-0.33	-0.07	100,000,000.00	(770,000.00)
3	207.30	3.65	0.73	100,000,000.00	9,540,000.00
4	203.32	1.66	0.33	100,000,000.00	15,710,000.00
5	202.00	1.00	0.20	100,000,000.00	13,530,000.00
6	202.00	1.00	0.20	100,000,000.00	13,530,000.00
7	202.00	1.00	0.20	100,000,000.00	13,530,000.00
:	:	:	:	:	:
:	:	:	:	:	:
27	202.00	1.00	0.20	100,000,000.00	11,120,000.00
28	206.24	3.12	0.62	100,000,000.00	13,550,000.00
29	199.34	-0.33	-0.07	100,000,000.00	15,280,000.00
30	200.66	0.33	0.07	100,000,000.00	18,560,000.00
31	202.00	1.00	0.20	100,000,000.00	17,390,000.00

<sup>\*</sup>A commodity based index ("Index") selected from the following:

- i) JPMCCI Energy Excess Return Index
- ii) Contag Beta Energy Excess Return Index-Beta Index
- iii) Contag Beta Energy Excess Return Index-Alpha Index
- iv) Contag Beta Energy Excess Return Index-Alpha Beta Index

### NOTE:

The Underlying components are originally quoted in US Dollars and are converted by the
calculation agent of the Swap Agreement into Ringgit Malaysia (RM) at each valuation and
when a rebalancing exercise of the notional amount is made. Hence, the Index level, Equity
index level and the price of the ETF quoted are already adjusted for currency movements
between US and RM.

- All quotations provided by the calculation agent of the Swap Agreement in respect of the Index, Equity index and the ETF are after adjusting for currency movements and transaction costs.
- 3. The Fund can have a notional amount of up to 100% of its NAV exposed to the Underlying via the Swap Agreement. Generally, the notional amount exposed to the Underlying is rebalanced monthly. At each rebalancing exercise, the then prevailing Swap Agreement is terminated and a new Swap Agreement is executed for the new notional amount, if any.
- 4. The Underlying Performance Amount in the illustration refers to the Fund's return and is calculated based on the sum of each Underlying performance at the ratio of 60% of Index performance: 20% of ETF performance: 20% of Equity index performance (i.e. the sum of each Underlying Performance x Notional Amount).
- 5. The Notional Amount in this illustration is the Fund's exposure to the Underlying as determined by the Manager.

Please note that the above illustration is <u>NOT</u> an assurance / projection, prediction or forecast / indication of the future performance of the Fund.

# Illustration of the rebalancing process of the Fund's notional amount that is exposed to the Underlying

1. Rebalancing reason: Change to the Notional Amount of the Fund's exposure to the Underlying

	•		(a)			(q)			(c)
	Commodity Based Index* (RM) ("Index")	Index Performance	60% of Index Performance	Energy Select Sector SPDR Fund ("ETF")	ETF Performance	20% of ETF Performance	MSCI World Energy Index ("Equity index")	Equity index Performance   F	20% of Equity index Performance
Day of Month	,	%	%	RM	%	%	RM	%	%
0	100.0			105.00			200		
1	101.0	1.00	09.0	105.10	0.10	0.02	200.66	0.33	0.07
2	101.5	1.50	06.0	105.20	0.19	0.04	200.94	0.47	0.00
3	102.0	2.00	1.20	105.30	0.29	90.0	201.06	0.53	0.11

			Rebalancing		oN	$_{ m A}$
	Notional Adjustment Amount		RM	100,000,000,000	100,000,000,001	80,000,000,000
$(a+b+c) \times d$	Underlying Performance Amount		RM		00'000'069	1,030,000.00
(p)	Notional Amount of the Fund's Exposure		RM	100,000,000.00	100,000,000.00	100,000,000,000
		Day of	Month	0	П	2

<sup>\*</sup>A commodity based index ("Index") selected from the following:

i) JPMCCI Energy Excess Return Index
ii) Contag Beta Energy Excess Return Index-Beta Index
iii) Contag Beta Energy Excess Return Index-Alpha Index
iv) Contag Beta Energy Excess Return Index-Alpha Beta Inc

Contag Beta Energy Excess Return Index-Beta Index Contag Beta Energy Excess Return Index-Alpha Index Contag Beta Energy Excess Return Index-Alpha Beta Index

### NOTE:

- Although rebalancing of the Fund's notional amount that is exposed to the Underlying is carried out monthly, the Manager will carry out a rebalancing exercise whenever the Manager considers it expedient to do so such as to increase or decrease the Fund's notional amount that is exposed to the Underlying. In the above illustration, the Manager carried out a rebalancing exercise to decrease the Fund's notional amount that is exposed to the Underlying. At each rebalancing exercise the notional amount of the Fund that is exposed to the Underlying must not exceed the Fund's NAV. Also, the then prevailing Swap Agreement is terminated and a new Swap Agreement is executed for the new notional amount, if any.
- At each rebalancing exercise, a settlement of the gain or loss is made with the Swap Counterparty. d
- After the rebalancing exercise on Day 2, a new Swap Agreement will be executed at the same time to reflect the revised notional amount. The new reference level of the Index, Equity index level and the ETF for the computation of returns on Day 3 onwards would be based on the execution price of the Swap Counterparty. The execution price is the actual average price transacted by the Swap Counterparty to gain exposure to the Underlying for the revised notional amount. ω.

# Rebalancing reason: Change to the Notional Amount of the Fund's exposure to the Underlying (cont'd)

### After Rebalancing:

(c) 20% of Equity index Performance	%		71.0	0.13	£0°0-
Equity index Performance E	%		28.0	29.0	-013
MSCI World Energy Index ("Equity index")	RM	200.94	202.69	202.29	200 68
(b) 20% of ETF Performance	%		90.0	0.00	-0.02
ETF Performance	%		67.0	00.0	010-
(a) 60% of Energy Select Index Sector SPDR Performance Fund ("ETF")	RM	105.00	105.30	105.00	104 90
(a) 60% of Index Performance	%		65.0	0.18	90'0-
Index Performance	%		66.0	0.30	-0 10
A Commodity Based Index* (RM) ("Index")		101.0	102.0	101.3	100 9
	Day of Month	2	3	4	5

	Rebalancing		oN	oN	Yes
Notional Adjustment Amount	RM	80,000,000.00	80,000,000.00	80,000,000.00	100,000,000.00
(a+b+c) x d Underlying Performance Amount	RM		656,000.00	248,000.00	(88,000.00)
(d) Notional Amount of the Fund's Exposure	RM	80,000,000.00	80,000,000,00	80,000,000,00	80,000,000.00
	Day of Month	2	3	4	5

\*A commodity based index ("Index") selected from the following:

PMCCI Energy Excess Return Index S. E. E. C.

Contag Beta Energy Excess Return Index-Beta Index

Contag Beta Energy Excess Return Index-Alpha Index

Contag Beta Energy Excess Return Index-Alpha Beta Index

- 1. Although rebalancing of the Fund's notional amount that is exposed to the Underlying is carried out monthly, the Manager will carry out a rebalancing exercise whenever the Manager considers it expedient to do so such as to increase or decrease the Fund's notional amount that is exposed to the Underlying. In the above illustration, the Manager will carry out a rebalancing exercise on Day 5 to increase the Fund's notional amount exposed to the Underlying. At each rebalancing exercise the notional amount of the Fund that is exposed to the Underlying must not exceed the Fund's NAV. Also, the then prevailing Swap Agreement is terminated and a new Swap Agreement is executed for the new notional amount, if any.
- At each rebalancing exercise, a settlement of the gain or loss is made with the Swap Counterparty
- After the rebalancing exercise on Day 5 and settlement of the trade, a new Swap Agreement will be executed at the same time to reflect the revised notional amount. The new reference level of the Index, Equity index level and the ETF for computation of returns on Day 6 onwards would be based on the execution price of the Swap Counterparty. The execution price is the actual average price transacted by the Swap Counterparty to gain exposure to the Underlying for the revised notional amount ω.

## 2. Rebalancing reason: Performance of Underlying with a loss of 10% or more.

(c) 20% of Equity index Performance	%		0.07	0.09	-0.07	-2.46
Equity index Performance	%		0.33	0.47	-0.33	-12.29
MSCI World Energy Index ("Equity index")	RM	200	200.66	200.94	199.34	175.42
(b) 20% of ETF Performance	%		0.02	0.04	0.00	-1.90
ETF Performance	%		0.10	0.19	0.00	-9.52
Energy Select Sector SPDR Fund ("ETF")	RM	105.00	105.10	105.20	105.00	95.00
(a) 60% of Index Performance	%		09.0	0.90	-1.20	-6.00
Index Performance	%		1.00	1.50	-2.00	-10.00
A Commodity Based Index* (RM) ("Index")	`	100.0	101.0	101.5	0.86	0.06
	Day of Month	0	1	2	3	4

	Rebalancing		No	oN	oN	Yes
(a)+(b)+(c) Total Performance Of Underlying	%	•	69.0	1.03	-1.27	-10.36
	Day of Month	0	1	2	3	4

<sup>\*</sup>A commodity based index ("Index") selected from the following:

i) JPMCCI Energy Excess Return Index
ii) Contag Beta Energy Excess Return Index-Beta Index
iii) Contag Beta Energy Excess Return Index-Alpha Index
iv) Contag Beta Energy Excess Return Index-Alpha Beta Index
iv)

Contag Beta Energy Excess Return Index-Beta Index Contag Beta Energy Excess Return Index-Alpha Index Contag Beta Energy Excess Return Index-Alpha Beta Index

### NOTE:

- Although rebalancing of the Fund's notional amount that is exposed to the Underlying is carried out monthly, the Manager will carry out a rebalancing exercise whenever the performance of the Underlying falls 10% or more. In the above illustration the Manager will carry out a rebalancing exercise of the Fund's notional amount that is exposed to the Underlying at end of the Day 4 as the Underlying performance has dropped by at least 10%.
- At each rebalancing exercise, a settlement of the gain or loss is made with the Swap Counterparty. Also, the then prevailing Swap Agreement is terminated and a new Swap Agreement is executed for the new notional amount exposed, if any. ď
- level of the Index, Equity index level and the ETF for computation of returns on Day 5 onwards would be based on the execution price of the Swap After the rebalancing exercise on Day 4, a new Swap Agreement will be executed at the same time to reflect the revised notional amount. The new reference Counterparty. The execution price is the actual average price transacted by the Swap Counterparty to gain exposure to the Underlying for the revised notional amount. 3

## Rebalancing reason: Performance of Underlying with a loss of 10% or more (cont'd)

### After Rebalancing:

(c)	20% of Equity index Performance	%		2.89	2.84	2.87
	Equity index Performance	%		14.45	14.22	14.37
	MSCI World Energy Index ("Equity index")	RM	175.6	200.97	200.57	200.83
(p)	20% of ETF Performance	%		2.15	2.08	2.10
	ETF Performance	%		10.73	10.41	10.52
	Energy Select Sector SPDR Fund ("ETF")	RM	95.10	105.30	105.00	105.10
(a)	60% of Index Performance	%		7.92	7.46	7.92
	Index Performance	%		13.21	12.43	13.21
	A Commodity Based Index* (RM) ("Index")		90.1	102.0	101.3	102.0
		Day of Month	4	5	9	7

<b>.</b>	Rebalancing		No	No	No
(a)+(b)+(c) Total Performance of Underlying	%	•	12.96	12.38	12.89
	Day of Month	4	5	9	2

\*A commodity based index ("Index") selected from the following:

i) JPMCCI Energy Excess Return Index
ii) Contag Beta Energy Excess Return Index-Beta Index
iii) Contag Beta Energy Excess Return Index-Alpha Index
iii) Contag Beta Energy Excess Return Index-Alpha Beta Index

### NOTE:

No rebalancing exercise is required if the Underlying performance is a positive even though it has exceeded 10%.

Please note that the above illustration is NOT an assurance / projection, prediction or forecast / indication of the future performance of the Fund's Underlying or the Fund. To mitigate the risks relating to the use of the Swap Agreement, the Manager will only enter into the Swap Agreement with a counterparty which is a bank or a financial institution with minimum long-term issuer credit rating of at least A by Standard and Poor's Ratings Services or the equivalent rating by any other global rating agency.

Notwithstanding anything herein mentioned, the Manager may change the Swap Counterparty and/or Underlying to such other counterparty or underlying at any time as the Manager deems fit when acting in the interest of the Unit Holders. Should the Manager decide to make any such change, the Manager will issue a supplementary prospectus or a replacement prospectus to address the change and state the effective date of the change and will send notification to the Unit Holders.

The Fund also complies with the permitted investments and restrictions imposed by the Securities Commission. Adherence to the permitted investment and restrictions also helps the Manager to risk-manage the Fund's portfolio in terms of diversification. Moreover, the Manager in making its investment decisions shall at all times comply with the investment restrictions of the Fund and requirements as set out in the Deed.

The performance of the Fund is benchmarked against a composite benchmark comprising: 60% S&P GSCI Energy Official Close Excess Return Index (RM) 40% MSCI World Energy Index (RM).

The composite benchmark chosen best represents the Fund's investment strategy and the Fund's principle source of returns.

For ease of reference, investors may refer to Bloomberg L.P. and/or the MSCI website (www.msci.com) for these indicators. Unit Holders can obtain information on the composite benchmark from the Manager upon request. Investor should note that the risk profile of the Fund is different from the risk profile of the benchmark.

### 1.2.3 Collective Investment Schemes

The Manager will only make such investments where the Manager expects those investments to complement the objective and enhance the performance of this Fund. In addition, the Manager will only make such investments if the target fund is registered/authorised/approved by the relevant regulatory authority in its home jurisdiction as the case may be and which operates within the general investment principles of the Guidelines on Unit Trust Funds issued by the Securities Commission. The Fund's investments in collective investment schemes (if any) shall always be made subject to the restrictions stipulated in Section 1.3 (g) and (k).

### 1.2.4 Financial Derivatives

The Fund will invest in an over-the-counter derivative instrument in the form of a swap agreement with J.P. Morgan Chase Bank Berhad, that will give the Fund exposure to the performance of a basket of underlying assets, namely, 60% of a commodity based index\*, 20% of Energy Select Sector SPDR Fund and 20% of MSCI World Energy Index, which are linked to the global energy sector. As this derivative can have a notional amount of up to 100% of its Net Asset Value exposed to the underlying assets, there is a likelihood of high volatility in the Net Asset Value per unit. The Manager will monitor the credit rating of J.P. Morgan Chase Bank Berhad ("JPM") and terminate the Swap Agreement should JPM's rating fall below the minimum required by the relevant laws.

In addition, the Manager may participate in futures contracts and other financial derivatives, when appropriate. The category of financial derivatives to be participated in shall be the interest rates futures contracts and bonds futures contracts, forwards and swaps or any other categories and/or types of futures contracts or financial derivatives that may be allowable by the relevant authorities from time to time. The Fund's participation in financial derivatives is basically to hedge the portfolio from any unexpected interest rate movements in the underlying fixed income market as well as to

hedge against any opportunity loss arising from its uninvested cash. The benefit of any upside of interest rate movement in the underlying fixed income market is limited as the primary interest is to protect the value of the portfolio. The Fund's investments in financial derivatives shall always be subject to the restrictions stipulated in Section 1.3 (f) and (h).

\*A commodity based index selected from the following:

- i) JPMCCI Energy Excess Return Index
- ii) Contag Beta Energy Excess Return Index-Beta Index
- iii) Contag Beta Energy Excess Return Index-Alpha Index
- iv) Contag Beta Energy Excess Return Index-Alpha Beta Index

### 1.2.5 Structured Products

The Manager may also invest in structured products where the Manager expects those investments to complement the objective and enhance the performance of this Fund. The Fund's investment in structured products (if any) shall always be subject to the restriction stipulated in Section 1.3 (e).

### 1.2.6 Foreign Securities

The Fund will not invest directly in any foreign securities and will only be investing in Ringgit Malaysia denominated securities. Investors should note however that although the Fund's investment in a derivative instrument, i.e. the Swap Agreement is Ringgit Malaysia denominated, each component of the Underlying of the derivative instrument is originally US Dollar based and is therefore subject to currency fluctuations.

### 1.2.7 Liquid Assets

The Manager in structuring the Fund's portfolio will, after consultation with the Trustee, maintain a minimum liquid assets level of 0.05% of the Net Asset Value for the purpose of meeting redemptions and to enable the proper and efficient management of the Fund.

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

### 1.2.8 Distribution Policy

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

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

### 1.3 Permitted Investments and Restrictions

This Fund may invest in fixed income securities traded on Bursa Malaysia or any other market considered as an Eligible Market, collective investment schemes, financial derivatives, structured products, liquid assets (including money market instruments and deposits with any financial institutions) and any other investments permitted by the Securities Commission from time to time.

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

- (a) The value of the Fund's investments in debentures issued by any single issuer must not exceed twenty (20) per cent of the Net Asset Value, or any other limit as may be prescribed by the Securities Commission from time to time.
- (b) The value of the Fund's investments in debentures issued by any single issuer may exceed twenty (20) per cent but must not exceed thirty (30) per cent of the Net Asset Value, or any other limit as may be prescribed by the Securities Commission from time to time, if the debentures are rated by any global or domestic rating agency to be of the best quality and offer the highest safety of timely payment of interest and principal.
- (c) The value of the Fund's placement in deposits with any single financial institution must not exceed twenty (20) per cent of the Net Asset Value, or any other limit as may be prescribed by the Securities Commission from time to time.
- (d) The value of the Fund's investments in debentures issued by any group of companies must not exceed thirty (30) per cent of the Net Asset Value, or any other limit as may be prescribed by the Securities Commission from time to time.
- (e) The value of the Fund's investments in structured products issued by a single counter-party 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. This single counter-party limit may be exceeded if the counter-party has a minimum long term rating that indicates very strong capacity for timely payment of financial obligations provided by any domestic or global rating agency and the structured product has a capital protection feature. When this applies, the calculation of the aggregate value to determine compliance with item (f) should exclude the value of investments in structured product.
- (f) The aggregate value of the Fund's investments in debentures, money market instruments, deposits, over-the-counter ("OTC") financial derivatives and structured products issued by or placed with, as the case may be, any single issuer/financial 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. For the purpose of calculation of this limit, where the single issuer limit is increased to thirty (30) per cent of the Net Asset Value or such other limit as prescribed by the Securities Commission pursuant to paragraph (b), the aggregate value of the Fund's investment must not exceed thirty (30) per cent, or such other limit prescribed by the Securities Commission from time to time.
- (g) The value of the Fund's investments in units/shares of any collective investment scheme must not exceed twenty (20) per cent of the Net Asset Value, or any other limit as may be prescribed by the Securities Commission from time to time.
- (h) The value of the Fund's OTC 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 derivatives) must not exceed the Fund's investment spread limits as stipulated in (a), (b), (c), (d), (e), (f) and (g) above. In addition, the Fund's net market exposure owing to its financial derivatives positions must not exceed the Net Asset Value.
- (i) The Fund's investments in debentures must not exceed twenty (20) per cent of the debentures issued by any single issuer, or any other limit as may be prescribed by the Securities Commission from time to time.
- (j) The Fund's investments in money market instruments must not exceed 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 money market instruments that do not have a pre-determined issue size.

(k) The Fund's investments in collective investment schemes must not exceed twenty five (25) per cent of the units/shares in any one 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 limits or restrictions is breached through an appreciation or depreciation of the Net Asset Value (whether as a result of an appreciation or depreciation of the investments or as a result of repurchase of units of the Fund or payment made from the Fund). The Manager will not make any further acquisitions to which the relevant limit is breached, and the Manager will within a reasonable period of not more than three (3) months from the date of the breach take all necessary steps and actions to rectify the breach. Such limits and restrictions however, do not apply to securities/instruments that are issued or guaranteed by the Malaysian government or Bank Negara Malaysia.

### 1.4 Additional Information on the Component Contag Index

### **About the Component Contag Index**

The Component Contag Index is a synthetic index which tracks the performance of a group of energy commodities by referencing exposure to certain commodity futures contracts over time. The Component Contag Index uses the same weights as those set out in the S&P GSCI<sup>TM</sup> Energy Excess Return Index but then goes on to apply a proprietary selection and roll mechanism to the underlying futures contracts which provide the relevant commodity exposure.

### Aim of the Component Contag Index

The Component Contag Index aims to profit by exploiting persistence in the shape of commodity curves. As mentioned above, the Component Contag Index tracks a number of futures contracts over energy commodities but seeks exposure at the most backwardated\* or the least contangoed\*\* points on the commodity curve of the respective commodity futures contracts. Doing this theoretically provides exposure to these underlying commodities with a lower associated roll cost.

### Note

- \*"Backwardated" commodity curves are downward sloping commodity futures curves which usually exist when investors expect the price of owning a given commodity will be cheaper in the future.
- \*\*"Contangoed" commodity curves are upward sloping commodity futures curves which usually exist when investors expect the price of owning a given commodity will be more expensive in the future.

### **Underlying Constituents**

The Component Contag Index underlying commodity constituents are those used in the S&P GSCI<sup>TM</sup> Energy Excess Return Index:

Eligible	Relevant Exchange		
Commodities	Refevant Exchange		
NYMEX Crude Oil	NYMEX		
NYMEX Gasoline	NYMEX		
NYMEX Heating Oil	NYMEX		
NYMEX Natural Gas	NYMEX		
ICE Brent Crude	ICE		
ICE Gas Oil	ICE		

### The Contag Contract Selection methodology

The Contag Contract Selection methodology (as set out in the Index Rules of the Component Contag Index) seeks to select an optimal point on the futures curve of each commodity future as the specific input for the relevant index algorithm (Please refer to the section in the Component Contag Index Q&A entitled "How does the Component Contag Index select the contracts to roll into?" for further details).

### **Rolling of Futures**

The Component Contag Index rolls its exposure on a monthly basis, from currently held futures contracts to the most backwardated point on the respective curves for the relevant commodity. In respect of any underlying commodity exposure, the Component Contag Index can select a futures contract of up to one (1) year from the nearest contract and rolls into the highest ranked futures contract, if different from the currently held contract and only if the difference in ranking (expressed as a percentage) between the highest ranked contract and the current contract exceeds 0.50%.

The ranking is based on selecting those futures contracts possessing the highest Roll Profit or the least Roll Loss (defined further below).

All commodity futures included in the Component Contag Index are subject to the Contag Contract Selection methodology on a monthly basis, and rolled accordingly. Contracts selected in the calendar month immediately prior to the month in which they are due to mature are rolled before maturity into longer dated contracts.

### Roll Period

Monthly contracts included in the Component Contag Index are rolled over a period (the "Roll Period") of ten (10) days at the beginning of the relevant month. Over the Roll Period, the weight of any monthly contract about to mature or which no longer presents the highest backwardation or least contango (as the case may be) will be progressively reduced in equal increments of 10% to zero and the weight of the replacement monthly contract will be progressively increased in equal increments of 10% until it equals its allocated weight.

### Roll profit & roll loss

A profit or loss may be realised by rolling commodity futures. This profit or loss is known as the roll return. If the roll-in contract is more expensive than the roll-out contract, then the roll return will be negative and if it is cheaper, then the roll return will be positive. The roll return generated by rolling commodity futures included in the Component Contag Index will have an effect, which may be positive or negative, on the level of the Component Contag Index.

Effect of non publication of futures contract price during the Roll Period

If the exchange on which a monthly contract is listed does not publish a price for that contract, or it publishes a limit price (which is a price published when there is a limitation to, or suspension in, trading a particular monthly contract) on any day in the Roll Period, then the portion of the roll that is scheduled to occur with respect to all monthly contracts on the relevant commodity on that day will be postponed until the relevant exchange publishes a price that is not a limit price across all contracts for the relevant commodity (the "next good day"). The delayed portion of the roll for all monthly contracts on the relevant commodity will be executed on the next good day together with the portion of the roll for all such contracts originally scheduled to occur on that day. The incremental change in weight for these contracts on such day will, therefore, be larger than 10% of their target weight. This may have an effect, positive or negative, on the level of the relevant Component Contag Index.

Although a portion of the roll for the monthly contracts on a particular commodity may be delayed in the circumstances set out above, the Roll Period for such contracts will, generally speaking, never be longer than 10 days because the next good day will typically occur within a very short space of time. However, it is possible that the delay could be longer in which case the Roll Period for the affected monthly contracts may also be longer. In addition, if an exchange does not publish a price for a particular monthly contract or it publishes a limit price on the last scheduled day of the Roll Period, the Roll Period for the affected monthly contracts will necessarily be longer than 10 days.

### **Constituent Weights**

Each of the futures contracts will have the same weighting applied to it as is used in the S&P GSCI<sup>TM</sup> Energy Excess Return Index.

### Rebalancing

The commodity futures constituents are synthetically rebalanced monthly during the Roll Period mentioned above

### Publication of levels

The Beta Index level is published daily on Bloomberg page JMAB014E <Index>.The Alpha Index level is published daily on Bloomberg page JMAB015E <Index>. The Alpha Beta Index level is published daily on Bloomberg page JMAB016E <Index>.

### Disruption fallbacks

If the published level of any relevant futures contract is disrupted on any index publication day and the level is not available for reference by the Index Calculation Agent, the index level shall continue to be published notwithstanding such disruption and any adjustments will only be made to the notional index level on such days if it is also an observation or valuation date for any transaction linked to the relevant index.

### NB: Full Index rules

Investors who wish to know more about the full rules for each of the Contag Indices may refer to the following links:

 $http://www.jpmorgan.com/directdoc/Index\_Rules\_COMMANDER\_JPM\_Contag\_Beta\_Energy\_Beta\_Index\_May\_2012.pdf$ 

http://www.jpmorgan.com/directdoc/Index\_Rules\_COMMANDER\_JPM\_Contag\_Beta\_Energy\_Alp ha\_Index\_May\_2012.pdf

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### Component Contag Index Questions & Answers (Q&A)

The following questions and answers are intended to provide more information relating to certain key aspects of the Component Contag, the J.P. Morgan Contag Beta Energy Class A Excess Return Index (or **Component Contag Index**) on which the individual Contag Indices are based, the full rules for which are available on the following link:

http://www.jpmorgan.com/directdoc/J.P.Morgan\_Contag\_Beta\_Energy\_Class\_A\_Excess\_Return\_In dex Rules.pdf

### What is the Component Contag Index

The Component Contag Index is part of a family of commodity related indices created by J.P. Morgan. These specific indices provide exposure to a group of energy commodities.

### How does the Component Contag Index track the performance of energy commodities?

As it is not possible to physically own the commodities comprising the Component Contag Index, the index tracks the relevant commodity prices indirectly by notionally following the performance of certain contracts which are linked to the performance of the underlying commodities. These contracts are known as commodities futures contracts

### What is a Commodity Future?

A commodity future is an agreement where one person agrees to sell and another agrees to buy a specific quantity of a particular commodity at some date in the future at a pre-agreed price. Commodity futures are exchange-traded contracts. As commodity futures are traded on an exchange, the terms of the contracts are generally standardised, however, there may be some differences between contracts on different exchanges. In addition, commodity futures mature throughout the year and often have a duration of one month or more (these contracts are known as "monthly contracts").

### How does Commodity Futures work?

Commodity futures are generally physically-settled if held to maturity.

If a commodity future is physically-settled, then at maturity the seller will deliver the agreed quantity of the relevant commodity to the buyer and the buyer will pay the seller the pre-agreed price.

If a commodity future is cash-settled, then the contract is settled by payment from one party to the other. If the market price of the relevant commodity is higher than the pre-agreed price at maturity, then the seller will pay the difference between the market price and the pre-agreed price to the buyer. If, however, the market price of the relevant commodity is lower than the pre-agreed price at maturity, the buyer will pay the difference between the market price and the pre-agreed price to the seller.

### Which commodities are tracked in the Component Contag Index?

Although the Component Contag Index may select a futures contract having different maturities, the index references the same underlying commodities as included in the S&P GSCI<sup>TM</sup> Energy Excess Return Index, namely:

New York Mercantile Exchange (NYMEX) Crude Oil, NYMEX Gasoline, NYMEX Heating Oil, NYMEX Natural Gas, (Intercontinental Exchange) ICE Brent Crude and ICE Gas Oil.

### What happens when these futures contracts expire? How is it that the Component Contag Index maintains an exposure to the underlying commodities?

In order to maintain exposure to a given underlying commodity when its related futures contract expires, it is necessary to switch the exposure to a new futures contract. This is known as "rolling" the futures contract. As such, the Component Contag Index will periodically roll its exposures to new futures contracts, usually on a monthly basis. Additionally, if the Contag Contract Selection methodology suggests the synthetic exposure be maintained to the current contract (prior to expiry), the Component Contag Index will maintain its exposure to such contract.

### How does rolling occur?

Each commodity future is rolled over a 10-day period (the "Roll Period"). Therefore, only 10% of the exposure to any given futures contract is rolled on any day. The Roll Period commences each month on the first business day of the month.

If the market is disrupted on any of those days, the Component Contag Index postpones any rolling on such affected day to the following business day where no disruption is occurring.

### Is there a cost involved in "rolling" these future contracts?

In some cases, the cost of buying the new contract will be more expensive than the sale price of the current futures contract and this price difference will negatively impact the performance of the Component Contag Index. This is called "roll loss".

Conversely, if the new futures contract is cheaper than the current one, this will positively contribute to the performance of the Index, all other things being equal. This is called "roll gain".

Although the Component Contag Index commodity universe and weights are taken from the S&P GSCI<sup>TM</sup> Energy Excess Return Index, how the indices roll their contracts is a materially different process. This is discussed further in the section below entitled "How does the Index select the contracts to roll into?"

### Remember, you do not own commodity futures contracts

The Component Contag Index is a synthetic index and only references the commodity futures selection in accordance with the Index Rules of the Component Contag Index. All of the calculations carried out to create the Component Contag Index do not require anyone, including the index sponsor, to enter the market and purchase any commodities futures contracts (they may do so or they may not do so). Therefore, there is no real portfolio of commodity futures to which anyone is entitled or which acts as collateral for the return on the Component Contag Index. The Component Contag Index level is calculated based on applying the Index Rules of the Component Contag Index to determine the relevant exposures to hypothetical positions in commodity futures contracts, from time to time.

### What is the aim of the Component Contag Index roll methodology?

The Component Contag Index aims to profit by exploiting the shape of commodity curves and being able to offer a lower cost exposure to traditional energy commodities. The Component Contag Index is designed to invest at the most backwardated (e.g. the amount of the greatest roll gain) or the least contangoed (e.g. the amount of cheapest roll loss) points on the commodity curve. The Component Contag Index does this by measuring each point on the curve and by determining which futures contract is best to roll into from the current commodity futures contract.

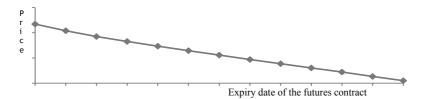
The terms "backwardation" and "contango" are defined below.

### What are "commodity curves" and, specifically, what are backwardated, contangoed and seasonal commodity curves?

Commodity curves are created when you plot the price of futures contracts with respect to a given commodity against such contracts' respective maturity dates. If the price of buying a commodity for settlement in the future is less than the current market price (known as the "spot price"), then the curve will be downward sloping, and vice versa.

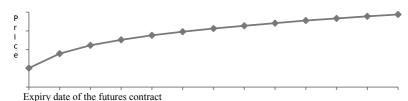
**Backwardated commodity curves** are downward sloping commodity futures curves. These curves arise where there is an expectation today that the cost of purchasing a given commodity will be cheaper in the future.

Curve in Backwardation



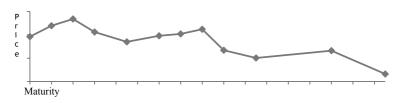
Contangoed commodity curves are upward sloping commodity futures curves. These curves arise where there is an expectation today that the cost of purchasing a given commodity will be more expensive in the future.

Curve in Contango



**Seasonal commodity curves** are commodity futures curves that are governed by seasonal supply and demand constraints of that particular commodity. They generally display the key characteristics of that commodity such as harvest period, new crop, old crop etc.

Seasonal curve

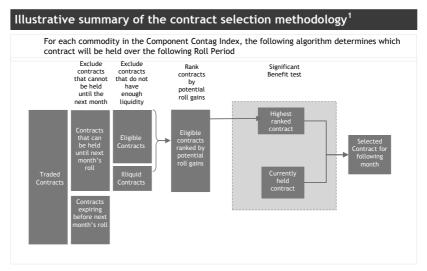


### How does the Component Contag Index select the contracts to roll into?

The Component Contag Index employs several screening steps to select the relevant futures contract in each case. The table below sets out the process diagrammatically. In summary, from the eligible pool of available futures contracts:

- (a) futures contracts which expire within the next month are excluded;
- (b) futures contracts which are too illiquid for the applicable months (e.g. not enough buyers and/or sellers) are excluded;
- (c) futures contracts then are ranked in terms of the highest "roll gain" to smallest "roll gain" and/ or from the smallest "roll loss" to the highest "roll loss"; and

(d) with respect to each underlying commodity, the Index then rolls into the highest ranked futures contracts, if different from the currently held contracts, and then only if the savings (being the difference in roll yield) from any roll is greater than 0.5%.



<sup>&</sup>lt;sup>1</sup> For illustrative purposes only. The selection process has been simplified for illustration purposes and cannot be relied upon for the actual selection methodology applied within the index. Please refer to the complete Index Rules of the Component Contag Index.

### What are the weights of each commodity in the Component Contag Index?

Each of the energy commodity futures included in the Component Contag Index is weighted in accordance with the weight given to such future in the S&P GSCI<sup>TM</sup> Energy Excess Return Index.

However, since for each commodity future, the Component Contag Index might be exposed to different month contracts, the USD weight might differ from that used in the S&P GSCI™ Energy Excess Return Index.

### What are the constraints in selecting futures contracts? Why have these constraints?

There are several practical constraints existing in relation to the selection of certain commodity futures. These arise for several reasons, including, for example, where there is generally insufficient market liquidity to trade a particular commodity future in a future month. Where there is insufficient liquidity, the Index Rules of the Component Contag Index are written so that these particular contracts will not be selected.

Also, on any index rebalancing date, the Component Contag Index will only select commodity futures commencing within 12 months of such date.

### What currency is the Component Contag Index calculated in?

The Component Contag Index is denominated in US Dollars. If your exposure to the Component Contag Index is in another currency, you need to be aware of the effect of changes in foreign exchange rates and the potential impact it may have on the return derived from the Component Contag Index.

### What does Excess Return mean?

The total return generated by investing in and rolling commodity futures comes from three sources: (a) changes in the price of commodity futures (which is known as the "price return"), (b) profits and/or losses realised by rolling commodity futures (which is known as the "roll return") and, (c) interest earned on any cash deposited as collateral or margin for the purchase of commodity futures (which is known as the "collateral return"). The JPMCCI Energy Excess Return Index/Contag Beta Energy Excess Return Index-Alpha Index/Contag Beta Energy Excess Return Index-Alpha Index/Contag Beta Energy Excess Return Index-Alpha Beta Index is an excess return index which means that it measures the returns accrued from investing in uncollateralised commodity futures or, in other words, the sum of the price return and the roll return associated with an investment in and the roll of commodity futures, but not the collateral return.

### SOME OUESTIONS AND ANSWERS ON THE CONTAG INDICES THEMSELVES

### What is the relationship between the benchmark Component Contag Index and the 3 Contag Indices?

As mentioned above, the Component Contag Index is the generic main index which provides exposure to the energy sector and the 3 Contag Indices are constructed around it. The Beta Index only has minor differences from the benchmark Component Contag Index, the Alpha Index effectively gives as its return the difference between the performance of the Beta Index and the S&P GSCI<sup>TM</sup> Energy Excess Return Index whilst the Alpha Beta Index return comprises the sum of the return of each of the Beta Index and the Alpha Index respectively.

### How and when are the Contag Indices level calculated?

The Contag Indices are calculated and published daily at approximately 8 a.m., London time by J.P.Morgan Securities plc (formerly named as J.P. Morgan Securities Ltd.) in its capacity as Index Calculation Agent.

At a very simplistic level, the Contag Index levels are calculated as a function of the weights of the commodity futures forming part of the applicable Contag Indices on any day and the price of such futures contracts.

### Might the Index Rules for the Contag Indices be amended?

Yes. The Index Calculation Agent may amend or supplement the Index Rules for the Contag Indices from time to time in its discretion.

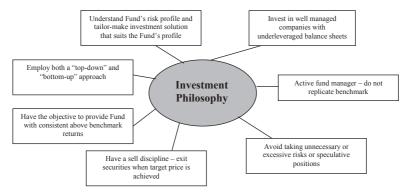
### Who chooses which index for the Fund to be exposed and on what basis?

The Manager has the sole discretion to select the index against which the Fund will take exposure. The choice of the index will depend on the perceived suitability of the index in question to current economic conditions, including, without limitation, the shape of the applicable underlying commodity futures curves (be they upwards or downwards sloping) and general market sentiment (e.g. bullish or bearish).

### 1.5 Investment Philosophy

Our investment philosophy describes the approach that the investment team will adhere to when constructing a fixed income portfolio. The fund managers invest in well-managed companies with strong balance sheets that possess competitive advantages that should enable the companies to outperform their peers over economic cycles. The fund managers are active investors that make high conviction security selection decisions, but at the same time do not take unnecessary or excessive risks or take speculative positions. The fund managers seek to outperform their peers and beat their

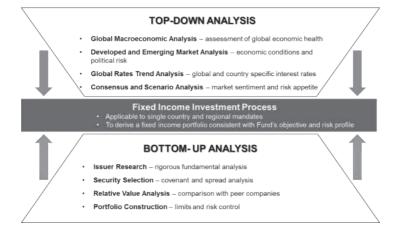
benchmark by buying mispriced or cheap securities. Following our disciplined sell strategy, the fund managers would then exit positions when the target price is reached. Concurrently, the fund managers understand the Fund's risk profile and act within the Fund's mandate.



### 1.6 Investment Approach

Whenever the Fund invests in fixed income securities, the Manager's investment approach will evolve around the following principles:-

### Fixed Income Securities



### 1.7 Fund Business Day

As the Fund invests in a derivative instrument in the form of a Swap Agreement that will provide the Fund with exposure to the Underlying which are US Dollar based and are traded/listed in the US market, it is envisaged that although Bursa Malaysia and the banks in Kuala Lumpur are open for trading or business, the Manager may declare (after consultation with the Trustee) certain days to be a non-Business Day. This is when the banks in London and/or New York and/or Hong Kong are closed for business. This is to enable the Swap Counterparty for the derivative instrument to provide an accurate valuation of the Underlying. As the dealing team for commodities and equities of the Swap Counterparty are based in London and Hong Kong respectively, these countries must be correspondingly open for a more accurate valuation and dealing of the Underlying. Investors will thus be given a fair valuation of the Fund at all times when purchasing or redeeming units of the Fund.

### 2. RISK FACTORS

### 2.1 General Risks of Investing in Unit Trust Funds

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

### **General Risks**

### a) Management Risk

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

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

### b) Inflation/Purchasing Power Risk

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

### c) Redemption Risk

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

### d) Loan or Financing Risk

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

- the ability to service the loan repayments and the effect of increase in interest rates on the loan repayments; and
- (in a case where units of the Fund are used as collateral to the loan) the ability to
  provide additional collateral should the unit prices of the Fund falls beyond a certain
  level.

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

### e) Risk of Non-Compliance

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

### f) Returns are not Guaranteed

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

### **Investments Risks**

### a) Counterparty Risk

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

### b) Currency Risk

Where a percentage of the value of the Fund is invested in foreign currency or assets denominated in a foreign currency, the Fund may be exposed to currency risk. Fluctuation in foreign exchange rates will affect the value of the Fund's foreign investments when converted into local currency and subsequently the value of Unit Holders' investments. This risk can be mitigated by investing in a wide range of foreign currency denominated asset thus diversifying the risk of single currency exposure. Hedging may be applied to mitigate the currency risk, if necessary.

### c) Derivative Risk

If a Fund participates in financial derivative instruments for hedging purposes or as an investment, it will be subject to risks associated with such investments. As hedging activities are meant to protect a Fund from currency, interest rate and price volatility, hence the benefit of any upside of currency or interest rate or securities' price movement is limited. Investments in financial derivative instruments may require the deposit of initial margin and additional deposit of margin on short notice if the market moves against the investment positions. If no provision is made for the required margin within the prescribed time, the Fund's investments may be liquidated at a loss. Therefore, it is essential that such investments in financial derivative instruments are monitored closely. If and when the Manager participates or invests in financial derivatives, the Manager will monitor the financial derivative positions for the Fund. In addition, participation or investment in financial derivatives is also subject to the possibility that the counterparty to the financial derivative may fail or default in its obligations under the financial derivative contract. Such failure or default by the counterparty whether in the payment of principal and/or interest or any gain from the financial derivative transaction may ultimately lead to a reduction in the value of the Fund. Investing in financial derivatives may also result in a likelihood of high volatility of the NAV per unit of the Fund.

### 2.2 Specific Risks when Investing in the Fund

As the Fund will invest in Malaysian fixed income securities and a particular type of derivative instrument certain risks are therefore peculiar to this Fund. They are:

### (a) Credit and default risk

The possibility that the issuer of a fixed income security and debenture will be unable to make coupon or profit payments and/or repay or pay the principal in a timely manner thus lowering the value of the Fund's investment and subsequently the value of the Unit Holders' investments.

### (b) Interest rate risk

The interest rate is a general indicator that will have an impact on the management of a fund. This risk refers to the effect of interest rate changes on the market value of a fixed income portfolio. In the event of rising interest rates, prices of debt securities will generally decrease and vice versa. Meanwhile, debt securities with longer maturities and lower coupon or profit rates are more sensitive to interest rate changes. This risk will be mitigated via the management of the duration structure of the fixed income portfolio.

### (c) Counterparty credit risk associated with derivatives

The Fund will enter into a financial derivative instrument, which exposes the Fund to the credit risk of the counterparty of the derivative and its ability to satisfy the terms of such instrument. As the Fund will generally enter into monthly Swap Agreements with the Swap Counterparty, the return payable under each Swap Agreement will therefore be subject to the risk that the Swap Counterparty will default on its obligations. If such a default occurred, the Fund will have contractual remedies pursuant to the relevant Swap Agreement. However, such remedies may be subject to the credit risk of the Swap Counterparty. In addition, the Fund will be subject to bankruptcy and insolvency laws which could affect the Fund's rights as a creditor. For example, the Fund may not receive the net amount of payments that it contractually is entitled to receive. In the event of a bankruptcy or insolvency of the Swap Counterparty, the Fund could experience delays in liquidating the position and thereby incur significant losses, including declines in the value of its investment during the period in which the Fund seeks to enforce its rights. The Fund may also suffer significant losses from the inability to realise any gains on its investment during such period and the incurrence of fees and expenses in enforcing its rights.

### (d) Derivative risk

The Manager invests up to 10% of its Net Asset Value as capital payment for exposure to an over-the-counter (OTC) derivative instrument in the form of a one month rolling swap agreement. The Manager may also use derivatives for hedging existing positions in fixed income, efficient portfolio management and/or to meet the investment objectives of the Fund. While the prudent and judicious use of derivatives by professional investment managers can be beneficial, derivatives involve risks different from, and, in some cases, greater than, the risks presented by more traditional securities investments. Some of the risks associated with derivatives are market risk, management risk, credit risk, liquidity risk and leverage risk.

Investments in "over-the-counter" (OTC) instruments may be illiquid and are sometimes subject to larger spreads than exchange-traded derivative instruments. Participants in such OTC markets are typically subject to less regulatory supervision than members of exchange-based markets.

Investments in derivatives may require the deposit of initial margin and additional deposit of margin on short notice if the market moves against the investment positions. If no provision is made for the required margin within the prescribed time, the Fund's investments may be liquidated at a loss. Therefore, it is essential that such investments in derivatives are monitored closely.

For risk relating to the Fund's investments in the Underlying, investors should refer to the section 'Specific Risks relating to the Underlying'.

### (e) Legal/Regulatory risk

The risk that any changes in national or economic policies or regulations may have an adverse effect on the capital markets and could consequently have an impact on the investment of the Fund.

Further, the Swap Agreement (the derivative asset of the Fund) is subject to the various legal provisions and the ability to perform is dependent on the absence of any legal/regulatory impediments and obstacles that may prohibit the Swap Counterparty or the Manager from performing or discharging its obligations. The Swap Agreement is executed pursuant to the prevailing rules and regulations governing the Swap Counterparty and the Manager by its respective regulatory authorities of its home jurisdiction. If such rules are amended in any way, the performance of the Fund may be affected.

### (f) Returns are not guaranteed

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

have a notional amount of up to 100% of its Net Asset Value exposed to the performance of the Underlying through the execution of a Swap Agreement with the Swap Counterparty, there is a risk that the Fund may suffer losses up to the Net Asset Value. Consequently, in the worst case scenario investors may lose all their investments.

### Specific Risks relating to the Underlying

### (a) Sector risk

The risk that the Fund's investment may be exposed to risks associated to only a specific sector. As the Fund can have a notional amount of up to 100% of its Net Asset Value exposed to the Underlying which is in the global energy sector, the Fund is therefore exposed to the risks specific to the energy sector. This is the risk of adverse changes in supply and demand factors specific to the sector. The risks that affect this sector are varied, ranging from mining risk, economic risk, market risk, regulatory risk and geopolitical risk. Furthermore, with the Fund's exposure to the Underlying, this may result in a likelihood of a high volatility in the Net Asset Value per unit of the Fund.

### (b) Currency risk

This is also known as foreign exchange risk. This risk is associated with investments that are denominated in foreign currencies. As the Underlying of the derivative assets of the Fund are originally US Dollar based, the Fund's Underlying performance is subject to currency risk. When the foreign currencies fluctuate unfavourably against Ringgit Malaysia, the performance of the Underlying may be reduced or even result in losses after the adjustment for currency movements. This will lead to a lower Net Asset Value. Hedging may be applied to mitigate the currency risk, if necessary.

### (c) Management risk

As the Fund has exposure to the performance of exchange traded fund, it is therefore subject to the management risk of the management company and investment manager of the exchange traded fund. Poor management of the exchange traded fund will jeopardize the investment of this Fund and in turn, the Unit Holders' investment through the losses sustained.

### (d) Risk linked to the MSCI World Energy Index

The MSCI World Energy Index is an equity index. The fluctuation in the performance of the securities comprised within this index will affect the level of the index. Not all companies issuing the securities are successful. The success or failure of the companies will cause its securities' value to rise or fall. Valued collectively, the performance of individual securities of these companies which comprise the index will cause the level of the index to rise or fall accordingly.

### Specific Risks relating to both the JPMCCI Energy Excess Return Index and the Contag Indices (collectively, the "Indices")

### (i) Diversification

Diversification is generally considered to reduce the amount of risk associated with investment returns. However there can be no assurance that the Indices will be sufficiently diversified at any time to reduce or minimise such risks to any extent.

### (ii) Continuity of the Indices

The calculation agent of the Indices is under no obligation to continue the calculation, publication and dissemination of the Indices. Should any of the Indices cease to exist, this may have a negative impact on the return of the Fund, which references the Indices.

### (iii) Amendment to the rules of the Indices (the "Index Rules")

The Index Rules may be amended and/or supplemented from time to time by the respective calculation agent of the Indices (the "Index Calculation Agent") without prior notice to any person. The calculation agent of the Indices has no obligation to consider the circumstances of any person or entity when amending/or supplementing the Index Rules and any such amendment and/or supplement may have an adverse effect on the level of the Indices and may therefore have adverse consequences for the Fund, which has exposure to the Indices.

### (iv) Potential Conflicts of Interest

Potential conflicts of interest may exist in the structure and operation of the Indices and the conduct of normal business activities by any person associated with the index sponsor. During the course of normal business, any person associated with the index sponsor may enter into or promote, offer or sell financial instruments or investments (structured or otherwise) linked to the Indices, commodities generally or the commodity indices referenced in the Indices. In addition, any person associated with the index sponsor may have, or may have had, interests or positions, or may buy, sell or otherwise trade positions in or relating to the Indices, commodities generally or commodity indices, or related derivatives, or may invest or engage in transactions with other persons, or on behalf of such persons, relating to the Indices, commodities generally or commodity indices. The above mentioned activities and transactions may have an adverse impact on the liquidity of the commodity markets and on the spot prices, forward rates, futures prices and index values referenced by the Indices. In some cases, these activities and transactions may have an adverse effect on the performance of the Indices, which may in turn affect the performance of the Underlying, thus, the performance of the Fund.

### Specific Risks relating to the JPMCCI Energy Excess Return Index ("JPMCCI")

### (v) Price Return Risk

The JPMCCI is comprised of futures on energy commodities. Price movements in energy commodity futures can be very volatile, they can change frequently and by large amounts. Prices are influenced by a number of factors including, without limitation, changing supply and demand relationships, the price of the underlying energy commodity, government policies and programs, political and economic events, changes in applicable interest rates and inflation rates and the emotions of market participants. The price of any one energy commodity may also be correlated to some extent with the price of another energy commodity, so price movements in one energy commodity may also affect the price of another. Any of these factors (alone or in combination) may affect the price of the energy commodity futures that comprise the JPMCCI and therefore the level of the JPMCCI and the payout on any product or transaction that references the JPMCCI. If prices decrease, the payout on any product or transaction that references the JPMCCI may also be reduced. Historical prices for energy commodity futures should not be considered to be indicative of future prices, the level of the JPMCCI or the amount that may be due under the Fund that references the JPMCCI.

### (vi) Weighting Limitations

The JPMCCI is intended to be a benchmark weighted across the commodity futures curve by open interest so that it is representative of the investment opportunities in the energy commodity futures market. However, it is impossible to weight by actual open interest because those figures cannot be determined at the time the weightings are calculated. The JPMCCI is therefore weighted using historical average open interest figures, averaged over the previous three years. A three year average was chosen by the calculation agent for the JPMCCI to capture structural and cyclical shifts in liquidity and filter out any short term anomalies. However, there can be no assurance that the historical average open interest figures will resemble the actual open interest for any particular commodity futures contract and therefore that the JPMCCI will reflect the actual investment opportunities in the market.

### (vii) The level of the JPMCCI

The level of the JPMCCI is determined on each day on which at least half of the exchanges on which the energy commodity futures comprising the JPMCCI are listed are scheduled to be open and publish a settlement price for such energy commodity futures. However, the Index Calculation Agent will still publish the level of the JPMCCI even if a settlement price is not available on a given day for a particular futures contract. If a settlement price is not available, the Index Calculation Agent will use the most recently available settlement price to determine the level of the JPMCCI. In these circumstances the level of the JPMCCI will only approximate the actual performance of the energy commodity futures that comprise the JPMCCI.

The price of energy commodity futures can be volatile and the level of the JPMCCI may therefore vary considerably over time. It may go down as well as up and the past performance of the JPMCCI should not be considered to be an indication of the future performance of the JPMCCI.

### (viii) Index Calculation Agent Discretion

Subject to the approval from the JPMCCI Supervisory Committee (as defined in the Index Rules for JPMCCI), the Index Calculation Agent is responsible for determining which energy commodity futures are included in the JPMCCI and all other calculations and determinations related thereto. The Index Calculation Agent may exercise a certain amount of discretion in making these calculations and determinations. The exercise of this discretion may have an adverse impact on the level of the JPMCCI and therefore on the return of the Fund, which references the JPMCCI.

The Index Calculation Agent is also responsible for calculating and publishing the level of the JPMCCI. The level of the JPMCCI will reflect the prices of the energy commodity futures included in the JPMCCI. In the event that the price published by any exchange for a particular energy futures contract is subsequently corrected, the Index Calculation Agent may, if it determines in its discretion that it is practicable and the correction is material, correct the level of the JPMCCI in respect of the relevant days to reflect the price correction. A correction will only be made if the Index Calculation Agent determines, in its discretion, that the price correction is material and it is practicable to make the correction to the level of the JPMCCI. The exercise of this discretion will therefore affect the level of the JPMCCI

The foregoing is not meant to be an exhaustive list of the discretion that the Index Calculation Agent may exercise in relation to JPMCCI. It is only meant to illustrate some of the areas in which the Index Calculation Agent may exercise discretion. Investors should refer to the Index Rules of the JPMCCI and read them carefully to ensure they understand when and how the Index Calculation Agent may exercise discretion in relation to the JPMCCI. A copy of the JPMCCI Index Rules can be obtained from the following website: www.jpmorgan.com/jpmcci.

### Specific Risks relating to the Contag Indices

### (ix) Synthetic Exposure to Commodities

The Contag Indices are purely synthetic. There is no pool of futures to which any person is entitled or in which any person has any ownership interest or which serve as collateral for the return on any product referencing the Contag Indices.

### (x) Contag Indices are "excess return" indices

The return from investing in futures contracts derives from three sources:

- a. changes in the price of the relevant futures contracts (which is known as the "price return");
- any profit or loss realised when rolling the relevant futures contracts (which is known as the "roll return"); and
- any interest earned on the cash deposited as collateral for the purchase of the relevant futures contracts (which is known as the "collateral return").

The Contag Indices are "excess return" indices which means that the indices measure the returns accrued from investing in uncollateralized futures or, in other words, the sum of the price return and the roll return associated with an investment in futures. The Contag Indices will therefore not generate the same return as one would obtain from a collateralised investment in the relevant futures contracts.

### (xi) Commodity prices impacted by global macro-economic and political factors

Prices for commodities are affected by a variety of factors, including changes in supply and demand relationships, governmental programmes and policies, national and international political and economic events, wars and acts of terror, changes in interest and exchange rates, trading and speculative activities in commodities and related contracts, weather, and agricultural, trade, fiscal, monetary and exchange control policies. The price volatility of each commodity also affects the value of the futures and forward contracts related to that commodity and therefore its price at any such time. The price of any one commodity may be correlated to a greater or lesser degree with any other commodity and factors affecting the general supply and demand as well as the prices of other commodities may affect the particular commodity in question. In respect of commodities in the energy sector, due to the significant level of its continuous consumption, limited reserves, and oil cartel controls, energy prices are subject to rapid price increases in the event of perceived or actual shortages. These factors (when combined or in isolation) may affect the price of futures contracts and, as a consequence, the performance of the Contag Indices collectively and each respective Contag Index levels. The commodities markets are subject to temporary distortions or other disruptions due to various factors, including the lack of liquidity in the markets, the participation of speculators and government regulation and intervention. These circumstances could adversely affect the price of futures contracts and, therefore, the performance of the Contag Indices.

### (xii) Backwardation Seeking

The Contag Contract Selection methodology is based on a principal known as "backwardation seeking". There can be no guarantee that futures contracts selected according to such a principal and employing such a mechanism as used in the selection methodology will exhibit superior returns to futures contracts selected on any other basis.

### (xiii) Investment in deferred futures contracts

Contag Indices are synthetically exposed to futures contracts selected as the Contag Contracts by the selection methodology and such futures contracts may, in general, be deferred futures contracts (i.e., those contracts having a delivery month further dated than the futures contract with the nearest delivery month). It is generally expected that such deferred futures contracts may have less liquidity than the near-month futures contracts (those being the nearest-to-deliver) with respect to the same eligible commodities. Additionally, deferred futures contracts may be less well correlated with the spot market (physical) prices of the relevant eligible commodities and exhibit different levels of volatility.

### (xiv) Index Calculation Agent discretion

The Index Calculation Agent is entitled to exercise certain discretions in relation to Contag Indices, including but not limited to, the determination of the values to be used in the event of market disruptions and the interpretation of the applicable index rules. Although the Index Calculation Agent will make all determinations and take all action in relation to Contag Indices acting in good faith, such discretion could have an impact, positive or negative, on any applicable index level.

### 3. VALUATION OF ASSETS

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

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

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

### Illustration

For the market close of 17 July 2017 (Monday) the valuation date will be the next day in which the Manager is open for business, that is, 18 July 2017 (Tuesday). Thus, the newspaper publication date for the prices as at 17 July 2017 (Monday) will be on 19 July 2017 (Wednesday).

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

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

### Accordingly:

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

However, if:-

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

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

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

Investments in foreign unlisted bonds or fixed income securities are valued by reference to the average indicative yield quoted by at least three independent and reputable institutions.

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

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

- (iii) Investments in unlisted securities will be valued at the cost price of each investments until the securities of the investee companies are successfully listed on a recognised stock exchange, upon which quoted prices will be available and valuation will be based on the last done market price or such other basis as may be prescribed by the relevant laws from time to time including approved accounting standards.
- (iv) Collective investment schemes which are quoted on an approved exchange shall be valued in the same manner as listed securities as described above. When investing in unlisted collective investment schemes, the value shall be determined by reference to that manager's last published repurchase price per unit for that unlisted collective investment scheme.
- (v) Financial derivatives positions will be 'marked-to-market' at the close of each trading day. The valuation of the Underlying under the Swap Agreement will be based on the daily quotations of each component of the Underlying quoted by the Swap Counterparty. The Manager is able to verify the valuation based on the quotation obtained from sources such as Bloomberg services to ensure accurate pricing of the derivative instrument quoted by the Swap Counterparty. Where necessary, the Manager has access to the resources of specialists to verify the reasonableness of the price quoted by the counterparty of the derivative instrument
- (vi) Cash and deposits placed with financial institutions will be valued each day by reference to the principal value of such investments and the interest or profits accrued thereon for the relevant period.
- (vii) Money market instruments will be valued based on the accretion of discount or amortisation of premium on a yield to maturity basis.
- (viii) Foreign exchange translation into RM for a particular Business Day is determined based on bid rate quoted by Bloomberg 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 of the Fund 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:

Distributor	% of investment amount
Institutional Unit Trust Adviser (IUTA)	Up to 5.00%
Tied (retail) agent	Up to 5.00%
Direct sales (Direct investment with the Manager)	Up to 5.00%

### Illustration

Say, an investor makes an investment of RM10,000.00 at the Selling Price of RM0.5558 and the distributor levies a sales charge of 5.00%, the investor will pay a total of RM10,530.00 as follows:

Amount invested	=	RM	10,000.00
Add: sales charge levied by the distributor @ $5.00\%$ GST $^1$ (6% of RM500.00)	=	RM RM	500.00 30.00
Total amount paid by the investor	=	RM	10,530.00

The investor will be allotted with 17,992.08 units calculated as follows:

Units allotted is calculated as 
$$\frac{RM10,000.00}{RM0.5558*} = 17,992.08 \text{ units**}$$

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

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

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

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

# (b) Repurchase Charge

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

#### Illustration

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

Redemption amount (21,052.63 units x RM0.4750)	=	RM	10,000.00
Less : repurchase charge	=	RM	(NIL)
Net amount payable to the investor	=	RM	10,000.00

#### (c) Other Charges

#### (i) Switching of Units

This is considered as a withdrawal of investment from one Fund and an investment into any of the unit trust funds under the management of the Manager that allows switching of units. A switching fee will be imposed on Unit Holders switching between funds under management (that allow switching). A switching fee of RM25.00 will be imposed and deducted from the redemption amount of the units to be switched for a switch between funds that impose a similar sales charge or a switch to a fund that impose a lower sales charge. Unit Holders switching to a fund that imposes a higher sales charge will pay the difference in sales charge which is deductible from the redemption amount of the units to be switched.

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

#### Illustration

If a Unit Holder switches 5,000 units in **ENERGY** at the Repurchase Price of RM0.5558 and wishes to invest in another unit trust fund under the management of the Manager (that allow switching) at the Selling Price of RM0.5829 (where both funds have the sales charge of 5.00%).

Proceeds from switch (5,000 units x RM0.5558)	=	RM	2,779.00		
Less: switching fee GST <sup>1</sup> (6% of RM25.00)	= =	RM RM	(25.00) (1.50)		
Net proceeds from switch:	=	RM	2,752.50		
Unit allotted to investor (in the other unit trust fund managed by the Manager, that allow switching)					
gg	•	RM	10.5829		
	=	4 722	08 units**		

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

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

#### (ii) Transfer of Units

The Manager charges a transfer fee of RM5.00 for each transfer.

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

# 4.2 Fees and Expenses

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

# (a) Manager's Fees

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

# **Illustration: Calculation of annual management fee**

Assuming that the Net Asset Value (before deducting the Manager's fee and Trustee's fee) of a Fund for a particular day is RM105,000,000.00 and assuming the annual management fee is at the rate of one point five per cent (1.50%) per annum<sup>1</sup>, the calculation of the management fee of the Fund for that particular day is as follows:

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

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

#### (b) Trustee's Fees

The Trustee is entitled to a trustee fee<sup>1</sup> of up to zero point zero eight per cent (0.08%) per annum of the Net Asset Value calculated on a daily basis (excluding foreign custodian fee and charges) before deducting the Manager's and Trustee's fees for that particular day.

# **Illustration: Calculation of annual trustee fee**

Assuming that the Net Asset Value (before deducting the Manager's fee and Trustee's fee) of a Fund for a particular day is RM105,000,000.00 and assuming the trustee fee is at the rate of zero point zero seven per cent (0.08%) per annum<sup>1</sup>, the calculation of the trustee fee of the Fund for that particular day is as follows:

$$\frac{\text{RM105,000,000.00 x 0.08\%}^{1}}{365 \text{ days*}} = \text{RM230.14}$$

Add: GST (6% of RM 230.14) = RM13.81

Total trustee fee payable for that = RM243.95 particular day

#### (c) Other Indirect Fees

In consideration of the swap transaction entered into with the Swap Counterparty, the counterparty will charge a swap transaction fee of 1.5% per annum. The fee is computed and accrued daily based on the notional amount exposed by the Fund.

# (d) Other Expenses Directly Related to the Fund

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

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

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

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

# 4.4 Policy on Rebates and Soft Commissions

It is the Manager's policy to credit all rebates to the account of the Fund.

However, goods and services ("soft commissions") provided by any broker or dealer may be retained by the Manager or the fund manager if the goods and services are of demonstrable benefit to the Unit Holders and in the form of research and advisory services that assist in the decision making process relating to the Fund's investments, such as research materials and computer software, which are incidental to the investment management activities of the Fund and any dealing with the broker or dealer is executed on terms which are the most favourable for the Fund.

# 4.5 Goods and Services Tax ("GST")

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

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

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

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

# 5. TRANSACTION INFORMATION

# 5.1 Pricing Policy

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

# 5.2 Computation of Purchase of Units

The Selling Price shall be the Net Asset Value per unit as at the next valuation point of the Fund's relevant Business Day after the request for units of a Fund is received by the Manager ("forward pricing"). A sales charge will be computed separately based on the investment amount/purchase amount, net of bank charges (if any).

#### Illustration

Daily Net Asset Value Units in circulation		RM18,577,421.14 39,107,000.00
Net Asset Value per unit		RM18,577,421.14 39,107,000.00
	=	RM0.4750*

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

Say, an investor makes an investment of RM10,000.00 at the Selling Price of RM0.4750 (which is the Net Asset Value per unit as at the next valuation point) and the distributor levies a sales charge of 5.26%, the investor will pay a total of RM10,557.56 as follows:

Investment amount	=	RM	10,000.00
Add: sales charge levied by the distributor @ $5.26\%$ GST $^1$ (6% of RM526.00)	= =	RM RM	526.00 31.56
Total amount paid by the investor	=	RM	10,557.56

The investor will be allotted with 21,052.63 units calculated as follows:

Units allotted is calculated as 
$$\frac{RM10,000.00}{RM0.4750} = 21,052.63 \text{ units**}$$

# 5.3 Computation of Redemption of Units

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

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

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

#### Illustration

Daily Net Asset Value Units in circulation	RM18,577,421.14 39,107,000.00
Net Asset Value per unit	RM18,577,421.14 39,107,000.00
	= RM0.4750*

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

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

Redemption proceeds (21,052.63 units x RM0.4750)	=	RM	10,000.00
Less: repurchase charge %	=	RM	NIL
Net amount payable to the investor	=	RM	10,000.00

# 5.4 Pricing Error Policy

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

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

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

#### 5.5 Transaction Details

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

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

- completed application form;
- 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 office or any of its branch offices, or to any of its authorised sales agents or participating Institutional Unit Trust Advisers (IUTAs), before their respective cut-off times. Please refer to the Directory of Outlets for Purchase and Sale of units at the end of this prospectus.

The minimum initial investment of the Fund is RM1,000.00 and the minimum additional investment is RM100.00 (or such other amount as the Manager may from time to time accept).

Similarly, units of the Fund can be redeemed by forwarding the completed form of request to repurchase to the Manager's registered office or any of its branch offices, or to any of its authorised sales agents or participating IUTAs, before their respective cut-off times. 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 of the Fund 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 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 the investor's investment if the investor so requests within the cooling-off period. The cooling-off right is only given to an individual investor, other than those listed below, who is investing in any unit trust funds managed by the Manager for the first time:

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

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

- a) the Net Asset Value per unit of the Fund on the day the units were purchased; and
- the sales charge originally imposed on the day the units of the Fund were purchased.

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

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

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

# (c) Where Units can be Purchased or Redeemed

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

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

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

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

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

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

Investors may transfer their holdings of units to another investor by forwarding the completed form of transfer to the Manager's registered office or any of its branch offices, or to any of its authorised sales agents or participating IUTAs, before their respective cut-off times

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

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

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

#### (f) Unclaimed Monies

All money payable to a Unit Holder may be paid by cheques. In the event any of the cheques is not presented for payment by the date which falls six (6) months from the date of the cheque, the Unit Holder may request the Manager to arrange for the monies to be paid by a replacement cheque to the Unit Holder. However, after the lapse of one year from the date of the cheque, the Manager shall file and pay the unpresented payments to the Registrar of Unclaimed Moneys and Unit Holders will have to liaise directly with the Registrar of Unclaimed Moneys to claim their monies.

### (g) Availability of Information on Investment

After purchasing units in any of the Fund, the value of the investments can be monitored easily as the unit price of the Fund is published daily in newspapers and at our website, **www.rhbgroup.com**. The Manager will ensure the accuracy of the price of the Fund to the major newspapers for publication. The Manager, however, will not be held liable for any error or omission in price published as this is beyond the Manager's control. In the event of any conflict between the price published and the price computed by the Manager, the Manager's computed price shall prevail.

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

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

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

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

The Fund's annual report is available upon request.

#### (h) Dealing Hours

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

#### 5.6 Mode of Distribution

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

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

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

# 6. SALIENT TERMS OF THE DEED

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

Name of Fund	Master Deed/Deed	Supplemental Deed
RHB Energy Fund	13 January 2009	4 September 2013
		16 February 2015
		3 June 2015

# 6.1 Rights and Liabilities of Unit Holders

# 6.1.1 Recognition of Unit Holders

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

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

## 6.1.2 Rights of Unit Holders

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

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

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

#### 6.1.3 Liabilities of Unit Holders

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

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

#### 6.2.1 Sales Charge and Repurchase Charge

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

	Sales charge:	
Fund	Maximum Allowable Rate(% of investment/purchase amount, net of bank charges(if any))	Actual Rate Charged(% of investment/purchase amount, net of bank charges(if any))
ENERGY	10.00	5.00

Repurchase charge:											
Fund	Maximum Allowable Rate(% of withdrawal amount/ repurchase amount)	Actual Rate Charge (% of withdrawal amount/ repurchase amount)									
ENERGY	5.00	None									

# 6.2.2 Maximum Annual Management Fee

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

Fund	Maximum Allowable Rate (% per annum of the Net Asset Value)
ENERGY	2.50

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

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

#### 6.2.3 Maximum Annual Trustee Fee

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

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

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

# 6.2.4 Increase in Fees and Charges

Any increase in the fees and charges (i.e. the sales charge, the repurchase charge, the annual management fee and the 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.

However, any increase in the fees and charges above the maximum rate prescribed in the Deed will require Unit Holders' prior consent and the issuance of a supplemental deed and a supplementary prospectus.

# 6.2.5 Other Permitted Expenses of the Fund

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

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

Expenses associated with the management and administration of the Fund, such as general overheads and cost for services 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 and Replacement of the Manager

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

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

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

#### 6.3.2 Retirement of the Manager

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

# 6.3.3 Removal and Replacement of the Trustee

The Trustee may be removed by the Manager if:

- (a) the Trustee has ceased to exist; or
- (b) the Trustee has not been validly appointed; or
- (c) the Trustee was not eligible to be appointed or to act as trustee under any relevant law;
- (d) 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
- (e) 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
- 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
- (g) 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
- (h) a special resolution is duly passed in accordance with the provisions of the Deed that the Trustee be removed in a meeting of Unit Holders.

#### 6.3.4 Retirement of the Trustee

The Trustee may retire by giving at least a twelve (12) months written notice to the Manager of the Trustee's intent to do so, or such shorter time as the Manager and the Trustee may agree upon, and appoint in its stead another trustee for the Fund who is approved by the Securities Commission.

# 6.4 Termination of the Fund

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

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

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

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

#### 6.5.1 Quorum

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

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

#### 6.5.2 Manner of Voting and Resolution

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

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

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

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

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

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

# 7.1 The Manager

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

#### 7.2 Board of Directors

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

As at 3 July 2017, the board of directors of the Manager are as follows:

- 1. Mr Patrick Chin Yoke Chung (Non-independent non-executive chairman)
- 2. Encik Abdul Aziz Peru Mohamed (Senior independent non-executive director)
- 3. Ms Ong Yin Suen (Non-independent non-executive director / managing director)
- 4. Mr Chin Yoong Kheong (Independent non-executive director)
- 5. Dr. Ngo Get Ping (Independent non-executive director)
- 6. Ms Choo Shan (Independent non-executive director)

# 7.3 Functions of the Manager

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

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

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

# 7.4 The Investment Committee

# **Functions of the Investment Committee**

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

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

#### RHB ENERGY FUND

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

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

#### 7.5 The Investment Team

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

# The designated fund manager is Michael Chang Wai Sing.

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

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

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

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

# 7.6 Manager's Disclosure of Material Litigation

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

## 7.7 Other Information

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

#### 8. THE TRUSTEE OF THE FUND

The Trustee is HSBC (Malaysia) Trustee Berhad (Company No. 1281-T), a company incorporated in Malaysia since 1937 and registered as a trust company under the Trust Companies Act 1949, with its registered address at 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 scheme.

# 8.2 Duties and Responsibilities of the Trustee

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

# 8.3 Trustee's Statement of Responsibility

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

# 8.4 Anti-Money Laundering and Anti-Terrorism Financing Provisions

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

#### 8.5 Statement of Disclaimer

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

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

As at 30 June 2017, the Trustee is not engaged in any material litigation and arbitration, including those pending or threatened, and is not aware of any facts likely to give rise to any proceedings which might materially affect the business/financial position of the Trustee and any of its delegates.

#### 8.7 Consent to Disclosure

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

# 8.8 Trustee's Delegate

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

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

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

Particulars of the Trustee's Delegate

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

For local asset:

The Hongkong And Shanghai Banking Corporation Limited (As Custodian) and assets held through HSBC Nominees (Tempatan) Sdn Bhd (Co. No. 258854-D)

No 2 Leboh Ampang 50100 Kuala Lumpur

Telephone No: (603)2075 3000 Fax No: (603)2179 6488

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

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

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

# Interests in the Fund and employees' securities dealings

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

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

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

# Cross trades

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

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

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

# HSBC (Malaysia) Trustee Berhad

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

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

#### RHB ENERGY FUND

4) Where the Fund obtains financing as permitted under the Securities Commission's Guidelines on Unit Trust Funds, from the related party of the Trustee.

The Trustee has in place policies and procedures to deal with conflict of interest, if any. The Trustee will not make improper use of its position as the owner of the Fund's assets to gain, directly or indirectly, any advantage or cause detriment to the interests of Unit Holders. Any related party transaction is to be made on terms which are best available to the Fund and which are not less favourable to the Fund than an arm's length transaction between independent parties.

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

#### Other confirmations

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

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

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

(Prepared for inclusion in this prospectus)

#### Private and confidential

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

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

30 June 2017

Dear Sirs

Re: Taxation of the Fund and Unit Holders

This letter has been prepared for inclusion in the prospectus dated 3 September 2017 in connection with the offer of units in the RHB Energy Fund ("the Fund"):-

### Taxation of the Fund

# Income Tax

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

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

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

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

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

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

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

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

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

- any savings certificates issued by the Government of Malaysia; or
- · securities or bonds issued or guaranteed by the Government of Malaysia; or
- debentures or sukuks, other than convertible loan stock, approved or authorised by, or lodged with, the Securities Commission; or
- Bon Simpanan Malaysia issued by the Central Bank of Malaysia; or
- a bank or financial institution licensed under the Financial Services Act 2013 or Islamic Financial Services Act 2013<sup>1</sup>; or
- any development financial institution regulated under the Development Financial Institutions Act 2002<sup>1</sup>; or
- Sukuks originating from Malaysia, other than convertible loan stock, issued in any currency other
  than Ringgit and approved or authorised by, or lodged with, the Securities Commission ("SC") or
  approved by the Labuan Financial Services Authority<sup>2</sup>.

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

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

#### Goods and Services Tax ("GST")

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

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

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

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

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

#### **Taxation of Unit Holders**

Unit holders are taxed on an amount equivalent to their share of the total taxable income of the Fund, to the extent that this is distributed to them. The income distribution from the Fund may carry with it applicable tax credits proportionate to each unit holder's share of the total taxable income in respect of the tax paid by the Fund. Unit holders will be entitled to utilise the tax credit as a set-off against the tax payable by them. Any excess over their tax liability will be refunded to the unit holders. No other withholding taxes will be imposed on the income distribution of the Fund.

With effect from YA 2016, corporate unit holders (resident or non resident in Malaysia), will be taxed at the corporate tax rate of 24%, on distributions of income from the Fund to the extent of an amount equivalent to their share of the total taxable income of the Fund.

Resident corporate unit holders whose paid-up capital in the form of ordinary shares does not exceed RM2.5 million will be subject to a tax rate of 19% (will be reduced to 18% from YA 2017) on chargeable income of up to RM500,000. For chargeable income in excess of RM500,000, the tax rate of 24% (effective from YA 2016) is still applicable. However, the said tax rate of 19% on chargeable income of up to RM500,000 will not apply if more than 50% of the paid up capital in respect of ordinary shares of that company is directly or indirectly owned by a related company which has a paid up capital exceeding RM2.5 million in respect of ordinary shares, or vice versa, or more than 50% of the paid up capital in respect of ordinary shares of both companies are directly or indirectly owned by another company.

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

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

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

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

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

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

The following gains or income received by the unit holders are not subject to GST:-

#### RHB ENERGY FUND

- the distribution of income from the Fund to the unit holders which may comprise of dividends, interest income and gain from realisation of investments;
- · distribution of foreign income from the Fund;
- unit split by the Fund and reinvestment of distribution; and
- · gain made from selling or redemption of units.

However, the following expenses incurred by the unit holders should be subject to GST if the supplier is GST registered:-

- any fee based charges in relation to buying of the units such as sales charge; and
- switching and transfer charges for switching or transferring the units.

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

Yours faithfully

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Ong Guan Heng Executive Director

#### 11. EXPERTS' REPORT

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

#### 12. APPROVAL AND CONDITIONS

There are no 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) this prospectus and supplementary or replacement prospectus, if any;
- (c) the latest annual and interim reports of the Fund;
- (d) each material contract disclosed in this prospectus and, in the case of a contract not reduced into writing, a memorandum which gives full particulars of the contract;
- (e) where applicable, the audited financial statements of the Manager and the Fund for the current financial year and for the last three (3) financial years if the Fund has been established for a period of less than three (3) years, from the date of incorporation or commencement:
- (f) all reports, letters or other documents, valuations and statements by any expert, any part of which is extracted or referred to in this prospectus (if any). Where a summary expert's report is included in the prospectus, the corresponding full expert's report shall be made available for inspection;
- (g) writ and relevant cause papers for all material litigation and arbitration disclosed in this prospectus; and
- (h) all consents given by the experts disclosed in this prospectus.

# DIRECTORY OF OUTLETS FOR PURCHASE AND SALE OF UNITS

For information on the participating distributors, please contact:

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

Investors may also call our help-desk at Toll-Free-Phone number: 1-800-88-3175 at any time during our office hours: Mondays through Fridays from 9.00 a.m. - 5.00 p.m. or e-mail your enquiries to **rhbam@rhbgroup.com** or visit our website, **www.rhbgroup.com**.

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

# **ACCOUNT APPLICATION FORM**

# **Individual / Corporate**

Level 8 Tower 2 & 3, RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur Tel:603-9205 8000 Fax: 603-9205 8100

Toll Free No:1-80	0-88-3	317	5	Web	site:	WV	ww.rhb	grou	ıp.cc	m												Indiv	ridual			Joint			Corp	orate	, 1		Staff	f Appli	cation			
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Individual Applicant	Email /	Addr	ess			Byr	providing your	email add	ress to Ri	B Asset F	Managem	ent Sdn Bh	d ("RHBA	M"), you !	have cons	sented to	receive or	mmunicati	ions and/	or informat	tion from	RHBAM re	elating to vn	r investm	ent via e	mail. Noti	ces deliv	ered via er	nail to an	plicant are	deemed	sent and r	eceived o	n the date	such emai	is sent.		
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INVESTMENT OBJECTIVE	& EYDEDIENCE	_	_	_		_	_	
Investment Objective Capital Growth Education Regular Incor Wealth Accur	ne Capital Protection	Retirement	Unit Tru	Experience ustyear		Trading on B	ursa Malaysia year(s)	year(s)
Investment Time Frame  Long Term (> 5 years)  Mediu	m (3-5 years) Short	Term (< 3 years)	INO exp	enence				
<b>EXCHANGE CONTROL DE</b>	CLARATION BY NON	I-MALAYSIAN	I RESIDEN	T(S)/REGI	STERED	ORGANIS	ATION(S)	
I/We declare that I am/ we are non-Mal permanent resident(s) of	aysian resident(s) and I am/ we are	e		eclare that we ar orporated in	e a non-Malay	sian organisation	and our organisa	tion
PARTICULARS OF INSURA		RUST FUND	ONLY)			(333	,	
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INDIVIDUAL APPLICANT			CORPORATE APPLI					
and understood the relevant Master and under	rtake that I/We will comply with all Switch Fo	on Instruction as per Purchase/ orm) Depending on the Fund and subject to each respective	<ul> <li>I/We acknowledge that I/ and understood the Prospectus(es)/ Prospectus</li> </ul>	he relevant Master	hereby declare th	s(s) of the Corporation of the Corporation is a legal poration. Copy of my/o	ly information and doc	uments that RHBAM
to be invested in, the Terms and Conditions of this Form and I/We undertake to be bound by	ertake to provide RHBAM with all Prospectu	Master Prospectus(es)/ is(es), income distribution will reinvested into further units in	to be invested in, the Te this Form and I/We und them for my/our ini	dertake to be bound by	I/We, hereby decl	poration is enclosed. are and represent that as	of due diligence/ enl as required under th	nanced due diligence e AMLCFTA.
transactions with RHB Asset Management Sdn.  Rhd ("RHRAM")  Application	n Form including but not limited to	nt fund or be paid out.	transactions with RHB A Bhd. ("RHBAM").			oration is not wound up n any winding-up petition forporation.	Switch Form) Depe invested and subject	nding on the Fund t to each respective
I/We acknowledge that I/We are aware of the condition	or prospect that I/We I	have sole legal and proprietary all monies accompanying this	I/We acknowledge that fees and charges that I/I	I/We are aware of the We will incur directly or	in any unlawful a	am/ We are neither engage tivity nor are my/our moni-	s pither he reinvected	
indirectly when investing in the Fund(s). informed  • I/We undertake to be bound by the provisions of as stated	of any change of my/our particulars in this Account Application Form	by agree to indemnify RHBAM Il actions, suits, proceedings,	<ul> <li>I/We undertake to be bo</li> </ul>	ound by the provisions	any illegal activity		the relevant fund or  I/We hereby declar	be paid out. e and acknowledge
subscribed to as if I was/ We were a party indirectly	affect my/our financial position(s), be suffere	amages and losses which may and by RHBAM as a result of any by of the declarations herein.	of the documents con subscribed to as if I v thereto.	nstituting the Fund(s) was/ We were a party	information as it of and in conn	o provide RHBAM with a may require for the purpo- action with completing the	right over all monie	
date of this application. Copy/Copies of my/our and docu	ertake to provide such information ments that RHBAM may reasonably	y or the decidations necess.	I/We do declare and re date hereof, I/We am/are	re not an undischarged	limited to, the C	on Form, including but n prporation and its group nation on financial position	of I/We hereby agree to against all actions,	suits, proceedings,
I/We do declare and represent that as at the date     Anti-Mon	or the purpose of due diligence/ due diligence as required under the by Laundering and Counter Financing		bankrupt nor has any p been filed against me/us • I am/ We are duly auth	s.	I/We acknowledge	on, business or prospect. that I/We shall keep RHBA	M inaccuracy of the de	AM as a result of any
bankrupt nor has any petition for bankruptcy been filed against me/us. • (For joint	Act 2001 ("AMLCFTA"). application only) In the absence of		Corporation, and warran has the power and cap	nt that the Corporation pacity to enter into this	stated in this Acc	change of the information ount Application Form and/ facts that will, direct	or signatories and rer	resentatives for the
	plicit instructions, I/We acknowledge ctions must be given by both of us.		agreement and un involving the Fund(s). true copy of the authorised signatories.	Attached is a certified		ne Corporation and its ground its ground its ground its conditions or prospect.	as at the date here n, winding-up has be	of , no petition for en filed against the receiver has been
We shall fully comply with the provisions of the Personal Data representative ("Disclosed Data") in respect of such disclosure  We shall procure any third party that processes Disclosed Data  We shall immediately notify RHEAM in the event of any claim authorities.  We shall indemnify RHB Banking Group against all proceedings in addition to any warranties, indemnities, remedy or other rights.  Based on the above declaration, live undertake that this declara- shall supersed all prior representations, negotiations, arrangem  No delay or omission by RHBAM in exercising any right under this de circumstances as at the date hered, it is acknowledged that restriction  fellows the declaration of the wording thered were deletted or the periods there	to and processing by RHBAM and its representatives and or or on behalf of melus to agree in writing to the same or complaint from any data subject of Disclosed Data costs, expenses, liabilities or damages arising from morrovided by law or any prior agreement. on on shall not be assigned without RHBAM's prior writtens, understandings or agreement and all other communities, understandings or agreement and all other communities, or of such a nature may be invalid because of a change of such and the communities.	nd that I/We will always furnish RHE terms that I/We agree in line with it and/or where there has been an e ny/our failure to comply with the Ac en consent; will be binding upon m runications between RHEAM and rright. The covenants set out in this je in circumstances or other unfors je in circumstances or other unfors	BAM or its representatives w the Act and in this declaratio event of non-compliance wi ct with respect to Disclosed I ny/our servants, agents, per ne/us in connection with the s declaration are separate a seeen reasons and accordin	with up-to-date Disclosed E on. ith the Act by me/us, whe Data and the terms of this sonal representatives, ass p processing and disclosur nd severable and enforce	ther discovered by me declaration. The reme igns and successor-at e of Disclosed Data to ble accordingly and w	/us or forming the subject dies available to RHBAM co -law; will inure to the benet RHBAM. hilst the restrictions are co	of an investigation and/or a ntained in this clause are wit it of RHBAM and its success nsidered by the parties to be	ction by the relevant nout prejudice to and ors and assigns; and reasonable in all the
<b>ACCOUNT DETAILS FOR I</b>	NCOME DISTRIBUTION	ON / REDEMP	PTION					
For MYR Currency			or Foreign Currer	ncy				
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Applicant / Authorised Signatory (ies) Date	Joint Applicant / Auth	norised Signatory (ies)		Company	Stamp / Comm	ion Seal		-
TERMS AND CONDITIONS								
relevant maker Prospectus(es) Prospectus(es) and deed(s) which shall be made available upon request before investing in the fund(s).  1. MINIMUM INVESTMENT  Please er identity ca if aged 18 is also rec form.	close a photocopy of your d or passport.  • Please er Memorandi Association accounts, Signatories	reapplicant  nclose a copy of the  um and Articles of  1, Company's latest audited  list of Authorised  and Specimen Signatures.	accept or reject whole or in part th Fund Application completed in full a	MANAGER serves the right to any application in nereof and reject any Form which is not and supported by the ents and payments.	sent by or to the a at the risk of the to willful default Manager, the M responsible for interruption, error	ther communications applicant shall be sent applicant. Unless due or negligence of the anager shall not be any inaccuracy, delay or failure in elivery of any notices	The information the provided will be used own purpose and shall with any other parti required by law.	strictly for our not be shared
be for a minimum amount stated in the relevant Master Prospectus(es)/ Prospectus(es). the surviv person re and the T	ustee as having any title to state his/he	oration, the Common Seal or any stamp will have to be he Company stamp is used, ised Officer must sign and er representative capacity.	CUSTOMER CARE     If you require fur     clarification, plea	orther information or	via whatever r equipment failure Manager shall n	neans, or for any or malfunction. The ot be liable for any consequential losses		
INDIVIDUAL APPLICANT     Applicant must be 18 years old and     In the a	in the units held. bsence of written explicit • Certified 1	True Copy (by company	Customer Service 1	for assistance.	arising from the fo	regoing.		
above. instruction	s, I/we acknowledge that secretary, s must be given by both of Resolution, (if applicable)	if applicable) of the Board , Form 11, Form 9, Form 13 le), Form 24, Form 44, Form st Annual Return.					DHB VW/D	E/2013-11/01-6

# **RHB** Asset Management

# RHB ASSET MANAGEMENT SDN BHD 174588-X

PURCHAS	SE / SWITCH FORM
Account No.	
	(for existing unit holders only)
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Level 8 Tower 2 & 3, RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur Tel:603-9205 8000 Fax:603-9205 8100 Toll Free No:1-800-88-3175 Website:www.rhbgroup.com Staff Application Purchase Switch In compliance with the Capital Markets and Services Act 2007, this form should not be circulated unless accompanied by the relevant master prospectus(es)/ prospectus(es) and supplementary(ies) (if any) Investor(s) should read and understand the contents of the relevant master prospectus(es)/ prospectus(es) and its supplementary(ies) if any before completing this form. Please complete in BLOCK LETTERS only, and tick( $\sqrt{}$ ) where applicable. For 1st time investors, please fill up the application form to be submitted with this form. INDIVIDUAL APPLICANT Name of Individual Applicant NRIC No. (new) NRIC No.(old)/ Passport No. Tel No. Update (complete where applicable) Remain as previous application Occupation/Designation STPM / Diploma /PreU Education Level Post Graduate Primary Secondary Degree Others Annual Income Up to RM18,000 RM18,001 - RM36,000 RM36,001 - RM50,000 RM50,001 - RM96,000 RM96,001 - RM180,000 RM180,001 - RM240,000 RM240.001 and above Source of Income Employed (Permanent/Contract) Own business Savings / Inheritance Others (please specify) Employer's/Company's Name Employer's/Company's Tel No. Outside Malaysia(please specify) Employer's/Company's Office In Malaysia Nature of Business of Financial/Banking/Investment Hotel/ Restaurant Government/ Government related Legal/Tax Consultancy Telecommunications Applicant/ Applicant's Medical/Health/Science Education Real Estate/ Property Manufacturing Construction Others (please specify) JOINT INDIVIDUAL APPLICANT (not applicable for EPF) Name as in NRIC/Passport NRIC No. (new): NRIC No.(old)/ Passport No. **CORPORATE APPLICANT (not applicable for EPF** Update on Corporation's documents Remain as previous application Name of Company Company Registration No Name of Contact Person(s) Fax No. ext INVESTMENT OBJECTIVE & EXPERIENCE Investment Experience Investment Objective Capital Protection Retirement \_year(s) Trading on Bursa Malaysia Capital Growth Regular Income Unit Trust Education Wealth Accumulation Futures / Options vear(s) Others vear(s) Investment Time Frame No experience Long Term (> 5 years) Medium (3-5 years) Short Term (< 3 years) **DETAILS OF INVESTMENT APPLICATION** Note: Select a Distribution Instruction only if this is an initial investment in the relevant Fund(s) of RHB Asset Management Sdn Bhd ('RHBAM') and only if applicable. Depending on the Fund invested and subject to each respective Fund's Master Prospectus(es) Prospectus(es), inco distribution will either be reinvested into further units in the relevant fund or be paid out.

Fund Name

\*\*\*Plan

Investment

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

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

# FOR OFFICE USE ONLY

count No. \_\_\_\_\_ Trans. Sequence No

Others

Price of Transaction

Trans Price Date

FIMM Code

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

Date

Date