

**BIMB INVESTMENT**  
A BANK ISLAM  
SUBSIDIARY

PROSPECTUS

# BIMB-ARABESQUE i GLOBAL DIVIDEND FUND 1 (BiGDF1)



Signatory of:



**MANAGER : BIMB INVESTMENT MANAGEMENT BERHAD (276246-X)**

**TRUSTEE : DEUTSCHE TRUSTEES MALAYSIA BERHAD (763590-H)**

This Prospectus is dated 17 October 2019

Fund constituted on 2 November 2015

INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THE PROSPECTUS. IF IN DOUBT, PLEASE CONSULT A PROFESSIONAL ADVISER FOR INFORMATION CONCERNING CERTAIN RISK FACTORS WHICH SHOULD BE CONSIDERED BY PROSPECTIVE INVESTORS, SEE THE "RISK FACTORS" COMMENCING ON SECTION 4

## **RESPONSIBILITY STATEMENT**

This Prospectus has been seen and approved by the Directors of BIMB Investment Management Berhad and they collectively and individually accept full responsibility for the accuracy of all information contained herein and confirm, having made all enquiries which are reasonable in the circumstances, that to the best of their knowledge and belief, there are no other facts omitted which would make any statement herein misleading.

## **STATEMENT 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 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 BIMB Investment Management Berhad, the management company responsible for the Fund and takes no responsibility for the contents in this Prospectus. The Securities Commission Malaysia makes no representation on the accuracy or completeness of this Prospectus, and expressly disclaims any liability whatsoever arising from, or in reliance upon, the whole or any part of its contents.

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

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.

**BIMB-ARABESQUE / GLOBAL DIVIDEND FUND 1 (BiGDF1) HAS BEEN CERTIFIED AS SHARIAH-COMPLIANT BY THE SHARIAH ADVISER APPOINTED FOR THE FUND.**

**This Prospectus does not constitute an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorized or to any person to whom it is unlawful to make such offer or solicitation.**

**The Fund will not be offered for sale in the United States of America, its territories or possessions and all areas subject to its jurisdiction, or U.S. Person(s), except in transaction which does not violate the securities laws of the United States of America. Accordingly, investors may be required to certify that they are not U.S. Person(s) before making an investment in the Fund.**

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## 1. GLOSSARY

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The following words or abbreviations shall have the following meanings in this Prospectus unless otherwise stated:

<b>“Assets of the Fund”</b>	The Fund’s holdings, which may include Islamic fixed deposits, Islamic money market instruments and other permitted instruments.
<b>“Base Currency”</b>	USD.
<b>“BIMB Investment” or “the Manager”</b>	BIMB Investment Management Berhad (276246-X).
<b>“BNM”</b>	Bank Negara Malaysia.
<b>“Bursa Malaysia”</b>	The stock exchange managed and operated by Bursa Malaysia Securities Berhad including such other name as it may be changed from time to time.
<b>“Business Day”</b>	A day on which Bursa Malaysia is open for trading in securities. The Manager may declare certain Business Days as non-Business Days when deemed necessary, such as in the event of market disruption.
<b>“Class(es) of Units”</b>	<p>Any class of Units representing similar interests in the Assets of the Fund although a class of Units of the Fund may have different features from another class of Units of the same Fund and “Class” means any one class of Unit(s).</p> <p>Classes that will be offered for subscription by the Fund are as follows:</p> <ul style="list-style-type: none"><li>• USD Class</li><li>• RM Class</li><li>• RM Hedged Class</li><li>• SGD Class</li></ul>
<b>“the Act”</b>	Capital Markets and Services Act 2007 as originally enacted and amended or modified from time to time.
<b>“Deed”</b>	The deed dated 2 November 2015, as modified by the first supplemental deed dated 5 July 2019 in respect of the Fund and any other supplemental deed that may be entered into between the Manager and the Trustee.
<b>“FIMM”</b>	Federation of Investment Managers Malaysia.
<b>“Forward Pricing”</b>	The price of a Unit that is the NAV per Unit calculated at the next valuation point after an instruction or request is received by the Manager.
<b>“Fund” or “BiGDF1”</b>	BIMB-ARABESQUE i Global Dividend Fund 1.
<b>“Guidelines”</b>	Guidelines on Unit Trust Funds issued by the SC, as amended from time to time.

<b>“Initial Offer Period”</b>	In respect of a Class of Units, means the period described as such for that Class of Units in this Prospectus or supplemental or replacement prospectus (as the case may be); during this period, Units are created, cancelled, sold and redeemed at the Initial Offer Price.
<b>“Initial Offer Price”</b>	The price of a Unit offered to investors during the Initial Offer Period.
<b>“Prospectus”</b>	This offer document in respect of this Fund.
<b>“IUTA”</b>	An institutional unit trust adviser registered with the FIMM.
<b>“Investment Company”</b>	Arabesque Q3.17 SICAV with registered office at 4, rue Thomas Edison, L-1445 Luxembourg-Strassen.
<b>“Latest Practicable Date” or “LPD”</b>	1 June 2019
<b>“Net Asset Value” or “NAV”</b>	The NAV of the Fund is determined by deducting the value of all the Fund’s liabilities from the value of all the Fund’s assets, at the valuation point. Where the Fund has more than one Class of Units, there shall be a NAV of the Fund attributable to each Class of Units.
<b>“Net Asset Value (NAV) per Unit”</b>	The NAV attributable to a Class of Units of the Fund divided by the total number of Units in circulation for that Class, at the valuation point.
<b>“RM” or “Ringgit Malaysia” or “MYR”</b>	The lawful currency of Malaysia.
<b>“RM Class”</b>	A class of Units of the Fund which is denominated in Ringgit Malaysia. (This class is for Malaysian and foreign investors, excluding US person).
<b>“RM Hedged Class”</b>	A class of Units of the Fund which is denominated in MYR but will be hedged against USD (This class is for Malaysian and foreign investors, excluding US person).
<b>“SAC”</b>	The Shariah Advisory Council
<b>“SC” or “Securities Commission”</b>	Securities Commission Malaysia.
<b>“Shariah Adviser”</b>	The Shariah Adviser appointed by the Manager to advise on all aspects of the Fund in accordance with Shariah principles.
<b>“SGD”</b>	The official currency of Singapore.
<b>“SGD Class”</b>	A class of Units of the Fund which is denominated in SGD. (This class is for Singaporean and foreign investors, excluding US person).
<b>“Shariah”</b>	Islamic law, originating from the <i>Qur’an</i> (the holy book of Islam), and its practices and explanations rendered by the prophet Muhammad ( <i>pbuh</i> ) and <i>ijtihad</i> of <i>ulamak</i> (personal effort by qualified Shariah scholars to determine the true rulling of the divine law on matters whose revelations are not explicit).

<b>“Sukuk”</b>	refers to certificates of equal value which evidence undivided ownership or investment in the assets using Shariah principles and concepts endorsed by the SAC or the relevant Shariah supervisory board and/or the Shariah Adviser of the Fund.
<b>“Special Resolution”</b>	A resolution passed at a meeting of Unit Holders duly convened in accordance with the Deed and carried by a majority of not less than three-fourths of the Unit Holders present and voting at the meeting in person or by proxy; for the avoidance of doubt, “three-fourths of the Unit Holders present and voting at the meeting in person or by proxy” means three-fourths of the votes cast by the Unit Holders present and voting; for the purposes of winding-up the Fund or a Class, “Special Resolution” means a resolution passed at a meeting of Unit Holders duly convened in accordance with the Deed by a majority in number representing at least three-fourths of the value of the Units held by the Unit Holders present and voting at the meeting in person or by proxy.
<b>“Target Fund”</b>	Arabesque Q3.17 SICAV - Arabesque Q3.17 Systematic.
<b>“Target Fund Manager”</b>	Arabesque Asset Management Ltd.
<b>“Trustee”</b>	Deutsche Trustees Malaysia Berhad (763590-H).
<b>“Unit” or “Units”</b>	An undivided share in the beneficial interest and/or right in the Fund and a measurement of the interest and/or right of a Unit Holder in the Fund and means a unit issued for each Class of Units.
<b>“Unit Holder(s)”</b>	The person(s) registered as holder(s) of a unit or units of the Fund including person(s) jointly registered and whose name appears in the register of Unit Holders.
<b>“USD”</b>	The official currency of the United States of America.
<b>“USD Class”</b>	A class of Units of the Fund which is denominated in USD (This class is for Malaysian and foreign investors, excluding US person).
<b>“US (United States) Person”</b>	A citizen or resident of the United States of America, a partnership organized or existing under the laws of any state, territory or possession of the United States of America, or a corporation organised under the laws of the United States of America or of any state, territory or possession thereof, or any estate or trust, other than an estate or trust the income of which from sources outside the United States of America is not includable in gross income for purpose of computing United States income tax payable by it.



## 2. CORPORATE DIRECTORY

<p><b>MANAGER</b></p> <p><b>BIMB Investment Management Berhad</b></p> <p><b>Registered Office</b></p> <p>Level 32, Menara Bank Islam, No. 22, Jalan Perak, 50450 Kuala Lumpur.</p> <p><b>Business Office</b></p> <p>Level 19, Menara Bank Islam, No. 22, Jalan Perak, 50450 Kuala Lumpur.</p> <p>Tel : 03-2161 2524 / 03-2161 2924 Fax : 03-2161 2464 Toll-free number : 1800-88-1196</p> <p>Website : <a href="http://www.bimbinvestment.com.my">www.bimbinvestment.com.my</a> Email: <a href="mailto:marketing.bimbinvest@bankislam.com.my">marketing.bimbinvest@bankislam.com.my</a></p> <p><b>TARGET FUND MANAGER</b></p> <p><b>Arabesque Asset Management Ltd</b></p> <p>68 Brook Street London W1K 5DZ United Kingdom</p> <p>Tel: 0044 (0) 20 3427 3670 Fax: 0044 (0) 20 3070 0502</p>	<p><b>SHARIAH ADVISER</b></p> <p><b>Dr. Ahmad Shahbari @ Sobri bin Salamon</b> (Chairman)</p> <p><b>Assoc. Prof. Dr. Asmak binti Ab. Rahman</b> (Committee Member)</p> <p><b>Dr. Azrul Azlan bin Iskandar Mirza</b> (Committee Member)</p> <p><b>TRUSTEE</b></p> <p><b>Deutsche Trustees Malaysia Berhad (763590-H)</b></p> <p>Level 20, Menara IMC, 8 Jalan Sultan Ismail, 50250 Kuala Lumpur.</p> <p>Tel : 03-2053 7522 Fax : 03-2053 7526</p> <p><b>Trustee's Delegate (Custodian)</b></p> <p><b>Deutsche Bank (Malaysia) Berhad (312552-W)</b></p> <p>Level 18-20, Menara IMC, 8 Jalan Sultan Ismail, 50250 Kuala Lumpur.</p> <p>Tel : 03-2053 6788 Fax: 03-2031 8710</p>
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### 3. ABOUT BIMB-ARABEQUE i GLOBAL DIVIDEND FUND 1

#### 3.1 Fund Profile

Fund Category	Feeder			
Fund Type	Income & Growth			
Investor's Profile	Moderate to High			
Base Currency	USD			
Financial Year End	31 March			
Classes of units	<b>Class of Units</b>			
	<b>RM Class</b>	<b>USD Class</b>	<b>RM Hedged Class</b>	<b>SGD Class</b>
Initial offer price	<b>Class of Units</b>			
	<b>RM Class</b>	<b>USD Class</b>	<b>RM Hedged Class</b>	<b>SGD Class</b>
	<b>NA</b>	<b>NA</b>	<b>MYR0.50</b>	<b>SGD0.50</b>
Initial offer period	<p>The Initial Offer Period for RM Hedged Class and SGD Class will be a period of not more than 21 calendar days from the date of this Prospectus.</p> <p>The Initial Offer Period may be shortened by the Manager in the event the Manager determines that it is in the best interest of the Unit Holders.</p> <p>The Initial Offer Period for RM Class and USD Class had ended.</p>			

#### 3.2 Investor's Profile

The Fund is primarily suitable for investors:

- who are seeking exposure to Shariah-compliant global developed markets equity;
- who are seeking capital appreciation;
- with moderate to high risk tolerance;
- with a 5-year or more investment horizon.

#### 3.3 Investment Objective

The Fund seeks to achieve long-term capital appreciation.

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

### 3.4 Investment Policy and Strategy

The Fund will be investing in a minimum of 90% of the Fund's NAV into the Target Fund and a maximum of 10% of the Fund's NAV into Islamic fixed deposits, Islamic money market instruments and/or Islamic liquid assets. The Fund will have a passive strategy as all the investment decisions will be made at the Target Fund level.

The Manager may take temporary defensive positions that may be inconsistent with the Fund's principal strategy by reducing its investment into the Target Fund and raise liquidity level of the Fund during adverse market conditions to protect the Unit Holders' interest.

The Manager may substitute the Target Fund with another fund that has a similar objective with the Fund, if the Manager is of the opinion that the Target Fund no longer meets the Fund's investment objective. However, a replacement of the Target Fund would require Unit Holders' approval.

The Manager may use Islamic derivatives Instruments such as Islamic options, Islamic future contracts, Islamic forward contracts and Islamic swaps for the purpose of hedging.

In the event of a downgrade in the rating of a counter-party of an over-the-counter Islamic derivative, the Manager reserve the right to deal with the over-counter Islamic derivative in the best interest of the Unit Holders.

### 3.5 Asset allocation

Target Fund	Minimum of 90% of the Fund's NAV
Islamic Fixed Deposits, Islamic Money Market instruments and/or Islamic liquid assets	Maximum of 10% of the Fund's NAV

### 3.6 Performance Benchmark

MSCI AC World Index NR

Source: <https://www.msci.com/indexes>

Please note that the risk profile of the Fund may be higher than the risk profile of the benchmark.

### 3.7 Permitted investment

The Fund may invest in the following:

- ✓ An Islamic collective investment scheme having a similar objective with the Fund;
- ✓ Islamic fixed deposits;
- ✓ Islamic money market instruments;
- ✓ Islamic hedging instruments including but not limited to Islamic currency swaps and Islamic forwards (for hedging purposes only); and
- ✓ Any other form of Shariah-compliant investment as may be determined by the Manager from time to time that is in line with the Fund's objective.

### **3.8 Investment Restriction and Limits**

The Fund shall not invest in the following:

- (a) a fund-of-funds;
- (b) a feeder fund; and
- (c) any sub-fund of an umbrella scheme which is a fund-of-funds or a feeder fund.

### **3.9 Income Distribution Policy**

Subject to availability of income, the Manager will declare annual income distribution. Income distribution will be based on net realised income for the period.

The Fund will be measured against an average income distribution yield of 6% per annum over a 5-year period. This is not a guaranteed return and it is only a measurement of the Fund's income distributions. The Fund may or may not achieve 6% income distribution yield in any particular financial year.

Please refer to **Section 3.10 Mode of Income Distribution** for details.

### **3.10 Mode of Income Distribution**

Distribution of income to Unit Holders (if any) will be based on total Units held by the Unit Holder on income distribution date via the following option: -

- i. Cash distribution - The income distribution will be paid to Unit Holder by way of telegraphic transfer into Unit Holder's bank account; or
- ii. Reinvestment of Units – The income distributed will be reinvested into Unit Holder investment account in the form of additional Units at no cost, based on the ex distribution NAV per Unit at the end of the Business Day of the income distribution date (ex distribution date).

If Unit Holder does not state his/her option in the application form, the income distribution, if any, will be automatically reinvested into Unit Holder's account in the form of additional Units.

Unit Holder may inform us or any of our authorized distributions in writing, at any time before the income declaration date of his/her wish of receiving cash payment or additional Units via reinvestment.

Any bank charges incurred will be borne by the Unit Holders.

### **3.11 Valuation of Assets**

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

- i. Unlisted Islamic collective investment scheme will be valued based on the last published repurchase price.
- ii. The value of any Islamic fixed deposits placed with financial institutions shall be determined each day by reference to the nominal value of the Islamic fixed deposit and the accrued income thereon for the relevant period.
- iii. For Islamic money market instruments, valuation shall be done on daily basis by reference to the principal value of such investments as provided by the financial institution that issues the instrument and verified by the Manager. For investments in Islamic commercial papers, valuation will be performed by reference to the fair value prices quoted by a bond pricing agency registered with the SC.

### **3.12 Valuation Point for the Fund**

Valuation of the Fund is carried out at the end of each Business Day. As Forward Pricing method is used for this Fund, any request received on or before 4.00p.m. (Malaysia time) on any Business Day, will be processed based on the NAV per Unit at the end of that Business Day which will be computed on T+1.

For any request received after 4.00p.m. (Malaysia time) on any Business Day, the request will be processed based on the NAV per Unit at the end of the next business day which will be computed on T+1.

All foreign assets will be translated into the Base Currency and any currency translation involved for NAV computation will be based on bid foreign exchange rate quoted by Bloomberg/Reuters at 4.00 p.m. (United Kingdom time) which is equivalent to 11 p.m. or 12 a.m. midnight (Malaysia time) on the same day, or such time stipulated in the investment management standards issued by FIMM.

### **3.13 Policy on Gearing and Minimum Liquid Assets Requirements**

The Fund is not permitted to obtain cash financing or borrow other assets (including those within the meaning of the Securities Borrowing and Lending Guidelines) in connection with its activities. However, the Fund may obtain cash financing for the purpose of meeting redemption requests for Units and for short term bridging requirement are subject to the following:-

- i. The Fund's cash financing is only on a temporary basis and that financings are not persistent;
- ii. The financing period shall not exceed one (1) month;
- iii. The aggregate financings of the Fund shall not exceed 10% of the Fund's NAV at the time the financing is incurred; and

iv. The Fund may only obtain Islamic financing from financial institutions.

### **3.14 Denomination of the Fund**

The transaction for the Fund in this Prospectus is denominated in USD as it is the base currency for the Fund. The Manager may create new Classes of Units in respect of the Fund in the future. Unit Holders will be notified of any issuance of new Classes of Units through communication in writing and issuance of a supplemental prospectus or replacement prospectus.

## 4. RISKS FACTORS

### 4.1. General Risks of Investing in the Fund

The Fund is exposed to the following general risks:

- **Market Risk**

This risk arises due to fluctuations in market value of investments. Such fluctuations occur because of factors that affect the entire market. Market risk cannot be eliminated by diversification. It stems from the fact that there are economy-wide perils which threaten all businesses. Hence investors will be exposed to market uncertainties, and no matter how many equities are held, fluctuations in the economy, political and social environment will affect the market price of the investments.

- **Financing Risk**

This risk occurs when the investor obtains financing provided by any financial institution to finance the purchase of the Fund. The financial institution may require additional collateral (when Units are used as collaterals) should the price of Units falls which the investor may be unable to provide. In addition, the investor may not be able to fulfill certain repayment obligations due to unforeseen circumstances.

Other financing risk factors to consider include:

- a. the higher the margin of financing, the greater the potential for losses as well as gains; and
- b. if the financing taken is a variable profit rate financing and profit rates rise, the total repayment amount will increase.

- **Management Risk**

Poor management of the Fund may cause losses to the Fund which in turn may affect the capital invested by Unit Holders. The Manager is able to manage such risk with close monitoring by the investment committee members of the Fund which will oversee the activities and performance of the Fund.

- **Risk of Non-Compliance**

This is a risk where the Fund may be mismanaged due to the Manager's non-compliance with the provisions set out in the Deed or this Prospectus or the laws/guidelines governing the Fund or the Manager's own internal procedures or where the employee of the Manager acts fraudulently or dishonestly in managing the Fund. This may also occur when the Manager does not adhere to the investment mandate of the Fund.

- **Shariah Non-Compliance Risk**

This is a risk that the Fund may hold investments which are not Shariah-compliant by error or the administration and operation of the Fund are not in line with Shariah rules and principles. If this occurs, there is a possibility that the Unit price of the Fund may be adversely affected due to rectification required.

## 4.2 Specific Risks Associated with Investing in the Fund

In addition, there are also specific risks associated with the Fund that need to be considered.

- **Concentration Risk**

As a feeder fund, any adverse effect on the Target Fund will inevitably affect the Fund. The Fund's performance is also dependent on the performance of the Target Fund. This risk may be mitigated as the Manager is allowed to take temporary defensive positions in response to adverse market conditions.

- **Liquidity Risk**

Liquidity risk is the risk that the units of the Target Fund cannot be readily sold and converted into cash. This can occur when there is a restriction on realization of units of the Target Fund. In order to mitigate this risk, the Manager will maintain a sufficient liquidity level for the purposes of meeting redemption requests.

- **Country Risk**

As the Fund invests in the Target Fund which operates in country other than Malaysia, the Fund will be exposed to the risks specific to the countries in which the Target Fund operates. Such risk includes changes in the country's economic fundamentals, socio-political environment, exchange rates and foreign investment policies. These factors may have a negative impact on the Fund and consequently adversely affect the Fund's NAV.

- **Currency Risk**

As the Fund invests in foreign investments (i.e. the Target Fund which is denominated in foreign currency), the Fund would be exposed to currency risk. This is the risk associated with investments that are denominated in currencies that are different from the Base Currency of the Fund. When the currency of foreign investments depreciates against the Base Currency of the Fund, the Fund will suffer currency losses. This is in addition to any capital gains and/or losses from the investment.

For the RM Hedged Class, the Fund will be investing in the Target Fund which is denominated in USD, however investors in the RM Hedged Class will be subject to lower currency risk at the Fund level as the Manager will mitigate this risk by hedging the foreign currency exposure. Investors should note that by employing this hedging, investors would not be able to enjoy the additional currency gains when USD moves favorably against the RM. Additional transaction cost of hedging will also be borne by investors in the RM Hedged Class.

- **Target Fund Manager Risk**

As a feeder fund, the Fund invests in the Target Fund which is managed by the Target Fund Manager. The Manager has no control over the investment technique and knowledge, operational controls and management of the Target Fund Manager. In the event of any mismanagement of the Target Fund, the NAV of the Fund, which invests substantially all of its assets into the Target Fund, would be affected adversely.



### 4.3 Specific Risks Related to the Target Fund

- **General Market Risk**

The asset in which the management company of the Target Fund invests for the account of the Target Fund involves risks as well as opportunities for growth in value. If the Target Fund invests directly or indirectly in securities and other assets, it is subject to many market uncertainties, which are sometimes attributable to irrational factors, in particular on the securities markets. Losses can occur when the market value of the assets falls below the cost price. If a shareholder sells shares of the Target Fund at a time at which the value of assets in the Target Fund have decreased compared with the time of the share purchase, the shareholder will not receive the full amount invested in the Target Fund. Despite the fact that the Target Fund aspires to achieve constant growth, this cannot be guaranteed. However, the investor's risks are always limited to the amount invested. There is no additional funding obligation concerning the money invested.

- **Profit Rate and Interest Rate Change Risk**

Investing in securities at a fixed rate of profit and/or at a rate that is directly affected or influenced by the rate of interest is connected with the possibility that the current profit or interest rate at the time of issuance of a security could change. If the current interest rate increases as against the interest at the time of issue, fixed rate securities will generally decrease in value. Conversely, if the current interest rate falls, fixed rate securities will increase. These developments mean that the current yield of fixed rate securities roughly corresponds to the current interest rate. However, such fluctuations can have different consequences, depending on the maturity time of fixed rate securities. Fixed rate securities with shorter maturity times carry smaller price risks than fixed rate securities with longer maturity times. On the other hand, fixed rate securities with shorter maturity times generally have smaller yields than fixed rate securities with longer maturity times. For the avoidance of doubt, the aforementioned profit rate and interest rate risk may be applicable in the case of Shariah-compliant securities whose profit-rate and/or other rates of return are affected by profit rate or interest rate changes.

- **Risk of Negative Deposit Rates**

The management company of the Target Fund invests the liquid assets of the Target Fund with the depositary and paying agent of the investment company of the Target Fund ("the Depositary") or other financial institutions on behalf of the Target Fund. An interest rate is agreed for some of these bank balances that corresponds to international interest rates, less an applicable margin. If these interest rates fall below the agreed margin, this leads to negative interest rates on the corresponding account. Depending on the development of the interest rate policy of each of the central banks, short, medium and long-term bank balances may all generate a negative interest rate at banks.

- **Credit Risk**

The creditworthiness of the issuer (its ability and willingness to pay) of a Shariah-compliant security or Islamic money-market instrument directly or indirectly held by the Target Fund may subsequently fall. This normally leads to a fall in the price of the respective financial instrument greater than that associated with general market fluctuations.

- **Company-specific Risk**

The performance of the securities and money-market instruments directly or indirectly held by the Target Fund also depends on company-specific factors, for example, the business position

of the issuer. If the company-specific factors deteriorate, the market value of a given security may fall substantially and permanently, even if stock market movements are otherwise generally positive.

- **Risk of Counter-Party Default**

The issuer of a security held directly or indirectly by the Target Fund or the debtor of a claim belonging to the Target Fund may become insolvent. The corresponding assets of the Target Fund may become worthless as a result of this.

- **Currency Risk**

If the Target Fund directly or indirectly holds assets which are denominated in foreign currencies, unless the foreign currency positions are hedged, it shall be subject to currency risk. In the event of a devaluation of the foreign currency against the reference currency of the Target Fund, the value of the assets held in foreign currencies shall fall. Foreign currency positions may only be hedged in a Shariah-compliant manner.

- **Industry Risk**

If the Target Fund focuses its investments on specific industries (e.g. natural resources) this shall reduce the benefits of diversification. As a result, the Target Fund shall be particularly dependent on both the general development and the development of the company profits of individual industries or influential industries.

- **Country and Regional Risk**

If the Target Fund focuses its investment on specific countries or regions, this shall also reduce the risk diversification. Accordingly, the Target Fund shall be particularly dependent on the development of individual or mutually interlinking countries and regions, and on companies which are located and/or are active in these countries or regions.

- **Legal and Tax Risk**

The legal and tax treatment of the Target Fund may change in unforeseeable and uncontrollable ways.

- **Country and Transfer Risk**

Economic or political instability in countries in which the Target Fund invests may mean that the Target Fund does not receive, in whole or in part, in time or only in a different currency the monies owing to it due to the insolvency of the issuer of the respective security or other form of assets. The reasons for this may include, for example, currency or transfer restrictions, nonexistent transfer ability or preparedness or other forms of legal changes. If the issuer pays in a different currency the security position is exposed to an additional currency risk.

- **Liquidity Risk**

The Target Fund may also acquire assets not admitted for trading on a stock exchange, or not admitted to trading or included in another organised market. In some situations it might be impossible to sell such assets except subject to considerable discounts or delays, if at all. In some cases, even the sale of assets admitted to a stock exchange may only be possible with sizeable discounts, or not at all, depending on market conditions, volumes, time frames and

planned costs. Although the Fund may only acquire assets that can generally be liquidated at any time, it is possible that these assets may temporarily or permanently only be sold at a loss.

- **Custody Risk**

A risk of loss is associated with the custody of assets, which may result from insolvency or violations of due diligence on the part of the Depositary or a sub-depositary, or by external events.

- **Emerging Markets Risk**

Investing in emerging markets entails investing in countries that, inter alia, are not included in the World Bank's definition of "high GDP per capita" i.e. are not classified as "developed" countries. In addition to the risks specific to the asset class, investments in these countries are generally subject to higher risks, in particular heightened liquidity risk and general market risk. In emerging markets, political, economic or social instability or diplomatic incidents may hamper investments in these countries. Moreover, the processing of transactions in transferable securities from such countries may entail greater risks and be harmful to the investor, particularly due to the fact that it may not be possible or customary for transferable securities to be delivered immediately upon payment in such countries. The country and transfer risks described above are also significantly greater in these countries.

In addition, the legal and regulatory environment and the accounting, auditing and reporting standards in emerging markets may differ significantly from the level and standards which are otherwise customary on an international scale, to the detriment of an investor. This may not only lead to differences in government monitoring and regulation, but also to additional risks in connection with the assertion and settlement of claims of the Fund. In addition, a higher custody risk may exist in such countries, which can result in particular from different forms of the transfer of ownership of acquired assets. Emerging markets are generally more volatile and less liquid than markets in developed countries, which can entail greater fluctuations in the unit values of the relevant sub-fund.

The Target Fund will also only seek to invest in markets where the regulatory authority is an ordinary or associate member of International Organization of Securities Commissions (IOSCO).

- **Investments in Russia**

The Target Fund may, in accordance with their investment policy, invest in securities of Russian issuers. The Russian stock exchange (OJSC "Moscow Exchange MICEX-RTS") is a regulated market within the meaning of point 1(a) of Article 4 (General provisions of the investment policy) of the Articles of Association. In Russia, securities held in safe keeping present certain risks with respect to ownership and custody, as evidence is kept for the legal claim on shares in the form of delivery by book entry. This means that, in contrast to the common practice in Europe, evidence of ownership is made through an entry in the books of a company or an entry in a Russian registration office. Since such a registration office is not subject to any real state supervision or liable to Depositary's, there is a danger that the Fund might lose the registration and ownership of Russian securities through negligence, carelessness or fraud.

- **Inflation Risk**

Inflation risk involves the risk of asset losses as a result of the devaluation of the currency. Inflation will reduce the income of the Target Fund as well as the value of the asset in terms of its purchasing power. A number of currencies are subject to inflation risk to varying high degrees.

- **Concentration Risk**

Additional risks may be incurred if the investments are concentrated in certain assets or markets. In these cases, events affecting these assets or markets may have a greater impact on the Target Fund's assets and cause comparably greater losses than would be the case with a more diversified investment policy.

- **Performance Risk**

Positive performance cannot be ensured without a guarantee issued by a third party. Furthermore, assets acquired for the Target Fund may perform differently than anticipated upon acquisition.

- **Settlement Risk**

Shariah-compliant transferable securities transactions carry the risk that one of the contracting parties delays, does not pay as agreed or does not deliver the Shariah-compliant transferable securities in good time. This settlement risk also exists with the reversal of Shariah-compliant securities for the Fund.

- **Risk of Liquidation**

Particularly relevant to unlisted Shariah-compliant securities, there is a risk of non-settlement or settlement not taking place as expected due to a delay in payment or delivery of Shariah-compliant securities or the payment or delivery not taking place in the agreed manner.

- **Risks associated with Target Funds**

The risks of units of target funds acquired for the Target Fund are closely connected with the risks of the assets in such target funds and/or the investment strategies pursued by them. However, these risks may be reduced by diversifying the assets in the investment funds whose units are acquired, as well as through diversification within the Target Fund itself.

Since the managers of these individual target funds act independently of each other, it is possible for several target funds to act according to the same or opposite investment strategies. This may result in existing risks being built up and possible opportunities cancelling each other out.

The management company of the Target Fund is not normally in a position to control the management of target funds. Their investment decisions do not necessarily have to conform to the assumptions or expectations of the Investment Company. Often, the management company of the Target Fund may not be completely up-to-date on the current composition of the target funds. In the event that this composition does not meet the management company's assumptions or expectations, it may, where applicable, only be able to react with considerable delay by way of redeeming units of the target funds.

Open-end investment funds, units of which are acquired for the Target Fund, may also temporarily suspend the redemption of units. The management company of the Target Fund would then be prevented from disposing of the units in the target fund by returning them to the management company of the Target Fund or depositary of the target fund against payment of the redemption price. Furthermore, fees may be incurred at the level of the target fund upon the acquisition of target fund's units. This would result in double charging when investing in target funds.

- **Risks of redemption suspension**

Investors may, in principle, request the redemption of their units from the investment company of the Target Fund on any valuation day. The investment company of the Target Fund may temporarily suspend the redemption of the units in the event of exceptional circumstances and then redeem the units at a later point at the price applicable at that time (see also Article 13 of the Articles of Association, "Suspension of the calculation of the net asset value per share" and Article 16 of the Articles of Association "Redemption and exchange of shares"). This redemption price may be lower than the price before the suspension of the redemption.

The investment company of the Target Fund in particular may be forced to suspend redemptions if one or more funds whose units have been acquired by the Target Fund suspend(s) the redemption of their units, and such units make up a significant proportion of the Target Fund's net assets.

- **Potential conflicts of interest**

The management company of the Target Fund, its employees, representatives and/or associated companies may act as a member of the board of directors, investment adviser, fund manager, central administration agent, registrar and transfer agent or as any other service provider on behalf of the Target Fund. The role of the Depositary or sub-custodian entrusted with depositary functions can also be carried out by an associated company of the management company of the Target Fund. If there is an association between the management company of the Target Fund and the Depositary, they shall have appropriate structures to avoid any conflicts of interest arising from this association. If conflicts of interest cannot be avoided, the management company of the Target Fund and the Depositary shall identify, manage, monitor and disclose these conflicts. The management company of the Target Fund is aware that conflicts of interest may arise as a result of the various activities it carries out with respect to the management of the Fund/sub-fund. In accordance with the Law of 17 December 2010 and the applicable administrative provisions of the CSSF, the management company of the Target Fund has put in place adequate and appropriate organisational structures and control mechanisms. In particular, it acts in the best interest of the Target Fund. The potential conflicts of interest arising from the delegation of tasks are described in the principles in handling the conflicts of interest. These can be found on the management company of the Target Fund's website ([www.ipconcept.com](http://www.ipconcept.com)). If a conflict of interest arises that adversely affects the interests of the investors, the management company of the Target Fund shall disclose the general nature and/or sources of the existing conflict of interest on its website. When outsourcing tasks to third parties, the management company of the Target Fund ensures that the third parties have taken the necessary measures for complying with all requirements pertaining to organisational structure and the prevention of conflicts of interest, as set forth in the applicable Luxembourg laws and regulations, and that these third parties monitor compliance with these requirements.

- **Sukuk Investment Risk**

Sukuk investments are influenced predominantly by different and/or additional Sukuk specific risks which are based on the nature of the Sukuk structure. The following risk remark does not preclude general risk remarks and investors are advised to refer to the same.

- **Market Risk**

Interest rate developments in the capital market which are in turn influenced by macro economic factors may have a considerable impact on the price of the Sukuk. Sukuk could suffer when capital market interest rates rise, while they could increase in value

when capital market interest rate fall. Sukuk which are linked to market interest rates like EURIBOR or LIBOR will not be subject to this increase or decrease in value.

However, depending on the Sukuk structure, the variable return on a Sukuk may involve the risk that the issuer of the Sukuk has to pay higher amounts to investors than the underlying asset will generate. As Sukuk are often issued in foreign currency, Sukuk are especially subject to exchange rate risks.

- **Credit Risk**

Risk of any default in payment from the Sukuk issuer and/or initiator within the Sukuk structure.

- **Liquidity Risk**

Sukuk may be more illiquid compared to conventional bonds. Subsequently, it may be more difficult for investors to liquidate the Sukuk.

- **Operational Risks**

Risks related to the initiator: Depending on the contract or structure of the Sukuk, the initiator may be obliged to repurchase the underlying asset. The repurchase may involve the risk of price difference between the sale and repurchase price. Risks related to the underlying asset: The underlying asset may be exposed to the risk of loss or damage.

- **Sharia Compliance Risk**

Sharia compliance risk relates to non-compliance or allegation of non-compliance with Sharia. The fund manager of the Target Fund has appointed a Sharia Board and a Sharia Service Provider to opine or determine whether a Sukuk is Sharia compliant. The Sharia Board and Sharia Service Provider act independently of the fund manager of the Target Fund. The fund manager of the Target Fund makes no representation or warranty, express or implied, with respect to the fairness, correctness, accuracy, reasonableness or completeness of any such determination given by either the Sharia Board or Sharia Service Provider. The lack of universal consensus on what constitutes Sharia compliance represents a risk that the status of Sharia compliance might change and/or that a Sharia advisor, Sharia court or any other party may opine or determine a Sukuk to be non-Sharia compliant which may adversely affect the valuation process. An opinion or determination that a Sukuk is non-sharia compliant may lead to the dissolution of a Sukuk.

- **Shariah-compliant Risk**

The fund manager of the Target Fund has engaged the Sharia Board to independently determine whether the investment company of the Target Fund or the Target Fund is compliant with Sharia. The Sharia Board acts independently of the investment company of the Target Fund and the fund manager of the Target Fund. The investment company, management company and fund manager of the Target Fund makes no representations or warranties, express or implied, with respect to the fairness, correctness, accuracy, reasonableness or completeness of any such determination or guidance by the Sharia Board. In the event that the status of such Shariah-compliance should change, the investment company, management company and fund manager of the Target Fund accepts no liability in relation to such change. In deciding whether to become an investor in the investment company of the Target Fund,

prospective investors should not rely on the pronouncement, guidance or determination of the Sharia Board, whether jointly or severally. Each investor shall, by becoming an investor, be deemed to have represented that they are satisfied that investing in the Investment Company, a sub-fund or a share class will not contravene Sharia principles.

***It is important to note that events affecting the investments cannot always be foreseen. Therefore, it is not always possible to protect investments against all risks. The various asset classes generally exhibit different levels of risk. The investment of the Fund carries risks and investors are recommended to read the whole Prospectus to assess the risks of the Fund.***

***Investors are reminded that the above list of risks may not be exhaustive and if necessary, investors should consult their adviser(s), e.g. bankers, lawyers, stockbrokers for a better understanding of the risks.***

#### **4.4. Risk Management**

The Manager has in place proper risk management structures including:

- i. strict adherence to the Fund's investment objective, policies and strategies as stated in this Prospectus and the Deed. The Trustee will provide oversight function to the Manager in relation to the Fund's investment objective, policies and strategies as stated in this Prospectus and the Deed;
- ii. reviewing and reporting compliance matters to the investment committee members of the Manager and to the management. The Manager's designated compliance officer will review and report compliance matters to the investment committee members, the senior management of the Manager, the Shariah Adviser and the board of directors;
- iii. practicing prudent liquidity management in a timely and cost effective manner;
- iv. reduce/mitigate the risk associated with the Fund by imposing internal controls, compliance monitoring, and by virtue of its experience, skills and diligence; and
- v. for the RM Hedged Class, the Fund will employ currency hedging strategies to hedge the foreign currency exposure to manage the currency risk.



## 5. INTRODUCTION TO ISLAMIC FUND

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### 5.1 How Does the Islamic Fund Works?

By investing in the Fund, the investors appoint the Manager to undertake the investment activities on their behalf under the Shariah contract of “*Wakalah Billstithma*” or “Agency for Investment”. The Manager is appointed to undertake the investment activities on behalf of the investor for a fee (“*Ujrah*”).

The Manager is responsible for the management and operations of the Fund, distribution of income and computation of unit prices. The Trustee is appointed to act as custodian for all Assets of the Fund and to ensure that the Manager adheres strictly to the provisions of the Deed. In other words, the Trustee acts as an independent party to safeguard the interest of investors. The Shariah Adviser advises and ensures that the Manager invests the Assets of the Fund in Islamic investments.

The Fund will be strictly monitored by the Shariah Adviser whose members are registered Shariah advisers with the SC. The Shariah Adviser’s role is to provide advice and guidance to the Manager to ensure that all activities of the Fund comply with Shariah principles. The Shariah Adviser acts independently from the manager and some of its roles are as follows:-

- i. To advise on all aspects of Islamic fund management business in accordance with Shariah principles;
- ii. To provide Shariah expertise and guidance on all matters, particularly in documentation, structuring and investment instruments and ensure compliance with relevant SC regulations and/or standards, including resolutions issued by the SAC;
- iii. To review compliance report of the manager or an investment transaction report to ensure that investment activities are Shariah compliant; and
- iv. To provide a written opinion and/or periodic report to confirm and certify whether the Islamic fund management business has been managed and/or administered in accordance with Shariah principles.

### 5.2 Shariah Investment Process

At all times, as to the investment portfolio of the Fund, the Fund shall invest in instruments that are allowed under Shariah principles, which have been classified as Shariah-compliant by the SAC of SC and/or SAC of BNM. For instruments that are not classified as Shariah-compliant by the SAC of SC and/or SAC of BNM, the status of the instrument will be determined in accordance with the rulings/parameters established by the Shariah Adviser.

Since this Fund is structured as a feeder fund, minimum of 90% of the Fund’s NAV will be invested in the Target Fund. The Shariah investment process of the Target Fund can be referred to at **Section 8.4 - Investment Strategy of Target Fund** at page 39.

### **5.2.1 Islamic Money Market Instruments**

The Fund will only invest in the Islamic Fixed Deposits, Islamic Money Market instruments and/or Islamic liquid assets which are classified as Shariah-compliant by the SAC of BNM.

### **5.2.2 Cleansing / Purification Process for the Fund**

In the unlikely event the Manager mistakenly invests in any Shariah non-compliant investments, the Manager will dispose the Shariah non-compliant investments within a month of becoming aware of the breach. Any gain on the disposal will be channeled to Baitulmal or any other charitable bodies as advised by the Shariah Adviser. Any losses on the disposal will be borne by the Manager.

### **5.2.3 Zakat for the Fund**

The Fund does not pay zakat on behalf of Muslim individuals and Islamic legal entities who are investors of the Fund. Thus, investors are advised to pay zakat on their own.

## 6. FEES, CHARGES AND EXPENSES

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There are charges and fees directly incurred when investor purchases or redeems Units of the Fund. Investors are advised to consider the charges and fees before investing in the Fund.

### 6.1 Charges Directly Incurred

This table describes the charges that you may directly incur when you purchase or redeem Units.

<b>Sales Charge</b>	<p>Up to 5% of the NAV per Unit</p> <p>The sales charge is applicable to all Classes of Units.</p> <p>The manager may at its discretion charge a lower sales charge based on the size of investment and/or other criterion as may be determined from time to time.</p> <p>Please refer to <b>Section 7.4</b> for illustration on computation of sales charge.</p>				
<b>Redemption Charge</b>	<p>The Manager will <b>NOT</b> impose any redemption charge on any redemption.</p>				
<b>Transfer Fee</b>	<p>Nil.</p>				
<b>Switching Fee</b>	<p>A switching fee may be imposed by the Manager as follows:-</p> <table border="1"><tr><td><b>a. 1<sup>st</sup> Time</b></td><td>: Nil</td></tr><tr><td><b>b. 2<sup>nd</sup> Time onwards</b></td><td>: RM 25 per transaction</td></tr></table> <p>The switching fee is applicable within the same type of asset class and same currency within funds managed by The Manager. Cross currency switching is not allowed. Please refer to <b>Section 7.6</b> for details.</p>	<b>a. 1<sup>st</sup> Time</b>	: Nil	<b>b. 2<sup>nd</sup> Time onwards</b>	: RM 25 per transaction
<b>a. 1<sup>st</sup> Time</b>	: Nil				
<b>b. 2<sup>nd</sup> Time onwards</b>	: RM 25 per transaction				

***\*Note: The above fees and charges are exclusive of taxes and/or duties imposed by law or required to be paid in connection with the products or services provided by the Manager and/or the Trustee.***

### 6.2 Fees Indirectly Incurred

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

### 6.2.1 Annual Management Fee

The annual management fee is up to 1.80% per annum of the NAV of the Fund. The management fee is calculated and accrued on a daily basis, payable monthly to the Manager.

***Please note that management fee will only be charged once at the Fund level. The fund management fee charged by the Target Fund will be paid out of the annual management fee charged by the Manager at the Fund level. There is no double charging of management fee.***

Note: *The amount of management fee is applicable to all Classes of Units based on the multi-class ratio. For illustration, please refer to a table disclosed in **Section 7.1**.*

### 6.2.2 Annual Trustee Fee

The trustee fee is up to 0.06% per annum of the NAV of the Fund subject to a minimum fee of RM15,000.00 per annum or its equivalent in the Base Currency (excluding foreign custodian fees and charges).

In addition to the annual trustee fee, the Trustee may be reimbursed by the Fund for any expenses properly incurred by it in the performance of its duties.

The trustee fee is accrued daily and payable monthly.

Note: *The amount of trustee fee is applicable to all Classes of Units based on the multi-class ratio. For illustration, please refer to a table disclosed in **Section 7.1**.*

### 6.2.3 Administrative Fees

These include (but are not limited to) the following:

- i. cost of printing of interim and annual reports for the Fund;
- ii. commissions or fees paid to brokers or dealers in effecting dealings in the Assets of the Fund, shown on the contract notes or confirmation notes;
- iii. where the custodian function is delegated by the Trustee, charges and fees paid to foreign sub-custodians taking into custody any foreign assets of the Fund;
- iv. taxes and other duties charged on the Fund by the government and other authorities;
- v. costs, fees and expenses properly incurred by the auditor appointed for the Fund;
- vi. costs, fees and expenses incurred for the valuation of any investment of the Fund by independent valuers for the benefit of the Fund (if any);
- vii. costs, fees and expenses incurred for any modification of the Deed save where such modification is for the benefit of the Manager and/or the Trustee;
- viii. costs, fees and expenses incurred for any meeting of the Unit Holders save where such meeting is convened for the benefit of the Manager and/or the Trustee;

- ix. costs, commissions, fees and expenses of the sale, purchase and any other dealing of any asset of the Fund;
- x. costs, fees and expenses incurred in the preparation of tax returns of the Fund; and
- xi. any tax and/or other indirect tax now or hereafter imposed by law or required to be paid in connection with any costs, fees and expenses incurred by the Fund; and
- xii. other related Fund's administrative expenses as permitted by the Deed.

Note: Any administrative expenses are applicable to all Classes of Units based on the multi-class ratio. For illustration, please refer to a table disclosed in **Section 7.1**.

#### **6.2.4 Other Fee**

Any applicable bank charges incurred as a result of purchasing or withdrawal of Units will be borne by the Unit Holder.

#### **6.3 Policy on Rebates and Soft Commission**

Any rebate or soft commission shall be directed to the Fund concerned. The Manager, the fund manager, the Trustee or any delegate thereof may retain goods and services ("soft commissions") from any broker, only if the goods and services are of demonstrable benefit to the Unit Holders in the form of research and advisory services that assist in the decision-making process relating to the Fund's investments.

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

***The fees, charges and expenses quoted in this Prospectus are exclusive of taxes and/or duties imposed by law or required to be paid in connection with the products or services provided by the Manager and/or the Trustee. The fees and charges are subject to any applicable taxes and/or duties as may be imposed by the government or other authorities from time to time.***

***There are risks involved and investors should rely on their own evaluation to assess the merits and risks when investing in the Fund. Unit prices and distributions payable, if any, may go down as well as up. Investors should read and understand the contents of this Prospectus and, if necessary, should consult their adviser(s).***

## 7. TRANSACTION INFORMATION

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### 7.1 Computation of NAV and NAV per Unit

The base currency of the Fund is USD.

Units are offered in USD Class, RM Class, RM Hedged Class and SGD Class but the underlying assets of each Unit of the different Classes of Units will have the same value as they have the same investment portfolio of securities and share the same investment objective.

Under this section, please note the following definition:

- Multi class ratio or “MCR” is apportioned based on the size of the Class relative to the Fund. This means the MCR is calculated by taking the value of a Class before income and expenses for a particular day and dividing it with the value of the Fund before income and expenses for that same day. This apportionment is expressed as a ratio and calculated as a percentage.

Example:

$\frac{\text{NAV of the Class}}{\text{Total NAV before income \& expenses for the Day}} \times 100$
---

RM Class	USD Class	RM Hedged Class	SGD Class
$\frac{\text{USD}12,019.23}{\text{USD}110,803.17} \times 100$	$\frac{\text{USD}50,000.00}{\text{USD}110,803.17} \times 100$	$\frac{\text{USD}12,019.23}{\text{USD}110,803.17} \times 100$	$\frac{\text{USD}36,764.71}{\text{USD}110,803.17} \times 100$
= <b>10.85%</b>	= <b>45.12%</b>	= <b>10.85%</b>	= <b>33.18%</b>

For illustration purposes, following are examples of the computation of NAV and NAV per unit for a particular day:-

	<b>Fund</b>	<b>RM Class</b>	<b>USD Class</b>	<b>RM Hedged Class</b>	<b>SGD Class</b>
	<b>(USD)</b>	<b>(USD)</b>	<b>(USD)</b>	<b>(USD)</b>	<b>(USD)</b>
<b>Initial Offer Price</b>		<b>RM0.50</b>	<b>USD0.50</b>	<b>RM0.50</b>	<b>SGD0.50</b>
<b>Assuming the foreign exchange rate</b>		<b>4.16</b>		<b>4.16</b>	<b>1.36</b>
Initial investment		RM50,000	USD50,000	RM50,000	SGD50,000
Opening NAV	110,803.17	12,019.23	50,000.00	12,019.23	36,764.71
Add: Creation	-	-	-	-	-
	<u>110,803.17</u>	<u>12,019.23</u>	<u>50,000.00</u>	<u>12,019.23</u>	<u>36,764.71</u>
Opening UIC (Units)		100,000.00	100,000.00	100,000.00	100,000.00
<b>Multi-class ratio (MCR)</b>	<b>100.00%</b>	<b>10.85%</b>	<b>45.12%</b>	<b>10.85%</b>	<b>33.18%</b>
Add: Income	2,500.00	271.25	1,128.00	271.25	829.50
Less: Fund expenses	(1,000.00)	(108.50)	(451.20)	(108.50)	(331.80)
Hedging cost	<u>(10.00)</u>	<u>-</u>	<u>-</u>	<u>(10.00)</u>	<u>-</u>
NAV of the Fund (before deduction of management fee and trustee fee)	112,293.17	12,181.98	50,676.80	12,171.98	37,262.41
Less:					
Management fee (1.80%)	(5.54)	(0.60)	(2.50)	(0.60)	(1.84)
Trustee fee (0.06%)	(0.18)	(0.02)	(0.08)	(0.02)	(0.06)
<b>NAV of the Fund</b>	<u><b>112,287.45</b></u>	<u><b>12,181.36</b></u>	<u><b>50,674.22</b></u>	<u><b>12,171.36</b></u>	<u><b>37,260.51</b></u>
<b>Closing UIC</b>		<b>100,000.00</b>	<b>100,000.00</b>	<b>100,000.00</b>	<b>100,000.00</b>
NAV per unit (in USD)		<b>0.1218</b>	<b>0.5067</b>	<b>0.1217</b>	<b>0.3726</b>
NAV per unit (in respective classes currency)		<b>0.5067</b>	-	<b>0.5063</b>	<b>0.5067</b>

## 7.2 Pricing of Units

The purchase and redemption transactions will be executed on a Forward Pricing basis which is based on NAV per Unit offered by each Class of Units. Under the Forward Pricing basis:

- i. the sale of Units by the Manager to an investor will be executed based on the NAV per Unit at the end of the Business Day which will be computed on the following day (T+1) by 5.00 p.m.; and
- ii. the redemption of Units by the Manager from an investor will be executed based on the NAV per Unit at the end of the Business Day which will be computed on the following day (T+1) by 5.00 p.m.

A transaction of Units of the Fund by an investor is considered as carried out on a particular Business Day only if the payment together with completed application form and relevant supporting documents are received by the Manager not later than 4.00 p.m. (or such other time as the Manager may deem fit in its discretion) on that same Business Day. In the event the same is only received by Manager after 4.00 p.m. (or such other time as the Manager may deem fit in its discretion), the transaction is considered as carried out on the immediate following Business Day. Any payment made on a non-Business Day shall be treated as payment made in the following Business Day.

## 7.3 Manager's Single Pricing Regime

Units sold during initial offer period will be based on initial offer price. After the initial offer period ends, all applications will be based on NAV per Unit offered by the respective Class of Units.

## 7.4 Purchase of Units

- Units are offered in currencies as per the following Class of Units. As the base currency of the Fund is in USD, all purchases of Units received other than USD will be converted to USD for investment purposes.

Class of Units	Class of Units			
	RM Class	USD Class	RM Hedged Class	SGD Class
Minimum Initial Investment	MYR500	USD500	MYR500	SGD500
Minimum Additional Investment	MYR100	USD100	MYR100	SGD100

**Note:**

***The Manager may waive or vary the minimum amount stipulated above at its sole and absolute discretion.***

- Investors may submit the purchase application by completing application forms, which are available at the office of BIMB Investment, at our authorised unit trust consultant (UTC), any sales offices as listed in **Section 18 - Directory of Sales Offices**, or offices of our authorised distributors. Investors may also obtain the application form and other related forms from our website at [www.bimbinvestment.com.my](http://www.bimbinvestment.com.my).



- Application for Units must be received by us before the cut-off time of 4.00 p.m. on any Business Day. Any purchase application received after 4.00 p.m. on any Business Day will be treated as an application made on the next Business Day.
- Investors are required to provide us with the following completed forms and documents. We reserve the right to request for additional documentations when deem necessary before we process the purchase application.

<b>Individual Investors</b>	<b>Corporate Investor</b>
<ul style="list-style-type: none"> <li>• Investment application form.</li> <li>• Suitability assessment form.</li> <li>• Certified true copy of identity card, birth certificate (if joint applicant is a minor) or passport.</li> <li>• Details of a foreign currency account for investments in currencies other than RM.</li> <li>• FATCA and CRS form.</li> <li>• Proof of payment such as letter of bank / fund transfer or bank-in slip</li> <li>• For investment through distribution channels, kindly refer to the respective distribution channel for registration and payment procedures.</li> </ul>	<ul style="list-style-type: none"> <li>• Investment application form.</li> <li>• Suitability assessment form (if applicable)</li> <li>• A certified true copy of; <ul style="list-style-type: none"> <li>✓ the business registration certificate, memorandum &amp; articles of association or constitution;</li> <li>✓ form 49 or notice under section 58 of the Companies Act 2016;</li> <li>✓ form 24 or return of the allotment under section 78 of the Companies Act 2016;</li> <li>✓ form 44 or notice under section 46 of the Companies Act 2016;</li> <li>✓ board resolution approving the investment in the Fund;</li> <li>✓ list of authorised signatories and their specimen signatures; and</li> <li>✓ in the case of foreign companies, trusts, cooperatives and foundations, please contact the Manager or the relevant distribution channel for information on additional documents needed (if any).</li> </ul> </li> <li>• Details of a foreign currency account for investments in currencies other than RM.</li> <li>• Proof of payment such as letter of bank / fund transfer or bank-in slip</li> <li>• FATCA and CRS form.</li> <li>• For investment through distribution channels, kindly refer to the respective distribution channel for registration and payment procedures.</li> </ul>

Payment for purchase of Units can be made via:

a. Cheque/Bank Draft

Issuance of cheque or bank draft must be made payable to “BIMB Investment Management Berhad – BIGDF1”, crossed and drawn on a local bank. Investors are to write their name, identity card number or business registration number at the back of the cheque or bank draft.

Bank charges or other bank fees, if any will be borne by investors.

Purchase of Units will only be processed upon cheque/bank draft clearance and complete documentation received by the Manager.

- b. Online money transfer (through IBG, Telegraphic Transfer) to the respective account as detailed below:

1. Bank: **Bank Islam Malaysia Berhad**

Account Name: **BIMB Investment Management Berhad – BIGDF1**

<b>Fund Class</b>	<b>Current Account Number</b>
USD Class	140 140 4000 2179
RM Class	140 140 1014 9575
RM Hedged Class	140 140 1014 9575
SGD Class	140 140 4000 2752

2. Bank: **Maybank Islamic Berhad**

Account Name: **BIMB Investment Management Berhad**

<b>Fund Class</b>	<b>Current Account Number</b>
USD Class	764155 002071
RM Class	564155 128179
RM Hedged Class	564155 128179
SGD Class	764155 002124

- c. Regular investment via banks through direct debit facilities (Terms and conditions apply).

Investors are required to complete the necessary application form and other related documents required by the Manager. A bank validated fund transfer form must be presented to the Manager as evidence of payment. Any certified document required must be at least certified by authorised unit trust consultant, authorised IUTAs and/or marketing staff of BIMB Investment.

**INVESTORS ARE ADVISED NOT TO MAKE PAYMENT IN CASH TO ANY INDIVIDUAL AGENT WHEN PURCHASING UNITS. PURCHASE OF UNITS WILL BE PROCESSED UPON CLEARANCE OF AMOUNT INVESTED AND COMPLETE DOCUMENTATION RECEIVED BY THE MANAGER.**

**THE MANAGER MAY AT ITS ABSOLUTE DISCRETION DEFER ANY APPLICATION IF SUCH APPLICATION IS INCOMPLETE.**

Below is the illustration for Units allotted to the Unit Holders for a Purchase of Units

		<b>Investor A</b>	<b>Investor B</b>	<b>Investor C</b>	<b>Investor D</b>
		<b>USD Class</b>	<b>RM Class</b>	<b>RM Hedged Class</b>	<b>SGD Class</b>
Amount Invested	=	USD50,000	RM50,000	RM50,000	SGD50,000
NAV per Unit	=	USD0.5067	RM0.5067	RM0.5063	SGD0.5067
Sales Charge rate	=	5%	5%	5%	5%
Investment Amount	=	<u>USD50,000.00</u> (1.0000 + sales charge rate)	<u>RM50,000.00</u> (1.0000 + sales charge rate)	<u>RM50,000.00</u> (1.0000 + sales charge rate)	<u>SGD50,000.00</u> (1.0000 + sales charge rate)
Net Investment	=	<u>USD50,000.00</u> (1.0000 + 5%)	<u>RM50,000.00</u> (1.0000 + 5%)	<u>RM50,000.00</u> (1.0000 + 5%)	<u>SGD50,000.00</u> (1.0000 + 5%)
	=	<u>USD50,000.00</u> 1.05	<u>RM50,000.00</u> 1.05	<u>RM50,000.00</u> 1.05	<u>SGD50,000.00</u> 1.05
	=	USD47,619.05	RM47,619.05	RM47,619.05	SGD47,619.05
Sales Charge amount	=	USD2,380.95	RM2,380.95	RM2,380.95	SGD2,380.95
Units allotted to Investor	=	USD47,619.05/ NAV per Unit	RM47,619.05/ NAV per Unit	RM47,619.05/ NAV per Unit	SGD47,619.05/ NAV per Unit
	=	USD47,619.05/ USD0.5067	RM47,619.05/ RM0.5067	RM47,619.05/ RM0.5063	SGD47,619.05/ SGD0.5067
	=	<b>93,978.78 Units</b>	<b>93,978.78 Units</b>	<b>94,053.03 Units</b>	<b>93,978.78 Units</b>

## 7.5 Redemption of Units

- Unit Holders may redeem their investments in the Fund on any Business Day by completing the redemption form or such other manners as we may accept and returning it to us on any Business Day. The redemption form is available at our head office and also offices of the authorized distributors.

- **Minimum Units Redeemed**

Class of Units	Class of Units			
	RM Class	USD Class	RM Hedged Class	SGD Class
Minimum Units Redeemed (units)	100	100	100	100

**Note: The Manager may waive or vary the minimum amount stipulated above at its sole and absolute discretion.**

- **Cut-off time**

Redemption request must reach the Manager before the cut-off time of 4.00 p.m. on any Business Day. , The Manager will process the redemption request based on the NAV per unit of a class for that Business Day (or “T day”). Any redemption request received by the Manager at or after 4.00 p.m., the Manager will process the redemption request based on the NAV per unit computed on T+1.

- **Period of Payment of Redemption Proceeds**

Unit Holders will be paid within ten (10) days after the redemption application is received and processed by the Manager.

- **Redemption Options**

Unit Holders may opt for redemption amount to be paid either in the Base Currency (USD) or dealing currency (RM/SGD). For request to be paid in other than RM, Unit Holders must have the respective Foreign Current Account (“FCA”) accounts by default, the redemption amount will be paid in the currency according to the Class of Units of the Fund where the Unit Holders have invested in.

- **Payment Mode**

For redemption amount in USD or SGD, the payment will be paid ONLY via telegraphic transfer to the Unit Holder’s FCA current/savings account.

For redemption amount in RM, the payment can be made via 2 options:-

- a. Bank transfer
- b. Cheque issuance

- i. **Within Malaysia**

- o You may give us instructions in writing to transfer your redemption amount to your nominated bank account (in USD account or RM account) held in your own name or the first named Unit Holder (for joint account).

- All bank charges for the transfer will be borne by the Unit Holder. The charges will be deducted/debited from the redemption amount.
- Under normal circumstances, a bank transfer will take less than two (2) days to reach your nominated bank account. The Manager will not be responsible for any delay in the bank transfer.

## ii. Outside Malaysia

- You may give us instructions in writing to transfer your redemption amount to your nominated bank account overseas held in your own name or the first named Unit Holder (for joint account).
- All bank charges for the transfer will be borne by the Unit Holder. The charges will be deducted/debited from the redemption amount.
- You are also required to comply with requirements of the Islamic Financial Services Act 2013.

No redemptions will be paid in cash under any circumstances.

***Note: The Manager in consultation with the Trustee reserves the right to defer any redemption requests if such request would adversely affect the interest of existing Unit Holders.***

### • **Foreign Currency Account (FCA)**

For investment relating to USD / SGD currencies, investors are required to have a foreign currency account with any registered financial institutions. Any payment due to you will be made via telegraphic transfer to your FCA.

**Note: Any bank charges incurred for the redemption payment shall be borne by the Unit Holder.**

### • **Other information**

The following illustrations demonstrate the two (2) computation methods of redemption of Units:

Computation no.1 = Redemption request by giving absolute value instruction:

		<b>USD Class</b>	<b>RM Class</b>	<b>RM Hedged Class</b>	<b>SGD Class</b>
Redemption amount request	=	USD5,000	RM5,000	RM5,000	SGD5,000
Redemption charge	=	Nil	Nil	Nil	Nil
NAV per Unit	=	USD0.5067	RM0.5067	RM0.5063	SGD0.5067
Total redemption of Units by Unit Holder	=	9,867.77 Units	9,867.77 Units	9,875.57 Units	9,867.77 Units

Computation no.2 = Redemption request by giving total number of Units instruction:

		<b>USD Class</b>	<b>RM Class</b>	<b>RM Hedged Class</b>	<b>SGD Class</b>
Redemption Units request	=	9,867.77 Units	9,867.77 Units	9,875.57 Units	9,867.77 Units
Redemption charge	=	Nil	Nil	Nil	Nil
NAV per Unit	=	USD0.5067	RM0.5067	RM0.5063	SGD0.5067
Total redemption amount payable to Unit Holder	=	Units redeemed X NAV per Unit 9,867.77 Units X USD0.5067 <b>USD5,000</b>	Units redeemed X NAV per Unit 9,867.77 Units X RM0.5067 <b>RM5,000</b>	Units redeemed X NAV per Unit 9,875.57 Units X RM0.5063 <b>RM5,000</b>	Units redeemed X NAV per Unit 9,867.77 Units X SGD0.5067 <b>SGD5,000</b>

## 7.6 Switching of Units

Switching is available for switching from a Class of Units to other fund (of its classes) managed by the Manager, provided that the currency denomination is the same and subject to the Manager's discretion.

Cross currency switching is not allowed. Investor may redeem from each Class of Units and apply for a purchase of Units to another Class of Units.

The Minimum switching amount is 500 Units and amount switched must meet the minimum initial investment amount of the intended Class or a particular fund (or its classes) that the Unit holder intends to switch into. However if the switching request leaves a Unit Holder with less

than 500 units (minimum holdings), the Manager will automatically switch the balance of the Units held in the Unit Holder's account.

Unit Holders please take note that the Manager reserves the right to reject any switching requests if the Manager in the view that the switching transaction is contrary with the best interest of the Fund or the existing Unit Holders of a particular class.

Investor must complete a switching transaction form and submit it to the Manager at or before the cut-off time of 4.00 p.m. on a Business Day (or "T Day") together with the relevant supporting documents, if any.

The switching transaction is subject to the conditions set out below:-

Please refer to the table below for an illustration on how the switching facility works. The original fund refer to the fund the Unit holder original purchased while the intended fund refers to the fund that the units to switch into,

Original Fund	Intended Fund	Condition of Switching
No sales Charge	No sales charge	The switch will be based on the NAV per unit of the intended fund
No sales charge	With sales charge	Investor is required to pay the sales charge imposed by the intended fund
With sales Charge	With Higher sales charge	Investor is required to pay the differential sales charge between the original fund and intended fund on the amount switched
With sales Charge	With Lower sales charge	The switch will be based on the NAV per unit of the intended fund

#### • **Switching Fee**

The switching fee may be imposed as follows:-

- a. First time: Nil
- b. 2<sup>nd</sup> time and onwards: RM25 per transaction (Switching fee is exempted for investor who have a total investment of RM100,000 and above with the Manager).

#### **7.7 Cooling-off Transaction**

Cooling-off right refers to the right of a Unit Holder to obtain a refund of his/her investment if he/she so requests within the cooling-off period- within six (6) Business Days from the date of receipt of application to purchase Units by the Manager.

Investors have the right to reverse his investment decisions that could have unduly influenced by any external elements or factors.

The cooling-off right is applicable to individual investor, other than those listed below, who is investing for the first time in any unit trust funds managed by the Manager.

- i) staff of the Manager; and
- ii) person registered with a body approved by the SC to deal in unit trusts.

The refund to the Unit Holder apply for every unit held by the Unit Holder shall be the sum of:-

- a) the price of the units on the day the Units were purchased; and
- b) the sales charge originally imposed on the day the Units were purchased.

The Manager shall refund to Unit Holder within ten (10) days from the date of receipt of the cooling-off application from the Unit Holder is received by the Manager.

## 7.8 Minimum Holdings

Class of Units	Class of Units			
	RM Class	USD Class	RM Hedged Class	SGD Class
Minimum Units Held (units)	500	500	500	500
Minimum Units Redeemed (units)	100	100	100	100

*Note: The Manager may waive or vary the minimum amount stipulated above at its sole and absolute discretion.*

## 7.9 Transfer of Units

Units in the Fund are transferable fully or partially. There is no minimum amount of units required to apply for transfer except that the units transferred must meet the minimum holdings requirement. Transfer of Units for Class of Units other than Ringgit Malaysia (RM) can only be performed subject to the availability of Foreign Currency Account (FCA) of the transferee.

A copy of the “Transfer Form” can be obtained from our head office and also offices of the authorized distributors.

The Manager may, at its absolute discretion, allow or reject Unit Holder’s request for transfer of Units subject to such terms and conditions as may be stipulated by the Manager from time to time.

## 7.10 Incorrect Pricing

Subject to any relevant law, if there is an error in the pricing of the NAV per Unit of the Fund, the Manager will take immediate remedial action to correct the error. Rectification shall, where necessary, extend to the reimbursements of money as follows if the error is at or above the significant threshold of 0.5% of the NAV per Unit attributable to a Class of Units:



- i. if there is an over valuation and/or pricing in relation to the purchase and creation of Units, the Manager shall reimburse the Unit Holder;
- ii. if there is an over valuation and/or pricing in relation to the redemption of Units, the Manager shall reimburse the Fund;
- iii. if there is an under valuation and/or pricing in relation to the purchase and creation of Units, the Manager shall reimburse the Fund; and
- iv. if there is an under valuation and/or pricing in relation to the redemption of Units, the Manager shall reimburse the Unit Holder or former Unit Holder.

The Manager retains the discretion whether or not to reimburse if the error is below 0.5% of the NAV per Unit attributable to a Class of Units or where the total impact on an individual account is less than RM10.00 or an equivalent denomination in the currency that a particular class of Units is denominated, if applicable. This is because the reprocessing cost may be greater than the amount of the adjustment.

### **7.11 Policy on Rounding Adjustment**

The NAV per Unit of the Fund is rounded to four (4) decimal places. When you invest in the Fund, the investment amount payable by you will be rounded to two (2) decimal places. Units in your account will be rounded to two (2) decimal places. Your redemption value will also be rounded to two (2) decimal places.

### **7.12 Distribution Channel**

Units can be purchased and redeemed during normal business hours at the business office of BIMB Invest, at the nearest Bank Islam branches or any of our authorized IUTAs and/or unit trust consultants. Please refer to **Section 18: "Directory of Sales Offices"**.

For further information, please call our help-desk at a Toll-Free- number: 1-800-88-1196 at any time during our office hours: Mondays to Fridays from 9.00 a.m. to 5.00 p.m. or email your enquiries to [marketing.bimbinvest@bankislam.com.my](mailto:marketing.bimbinvest@bankislam.com.my) or visit our website at [www.bimbinvestment.com.my](http://www.bimbinvestment.com.my).

### **7.13 Unclaimed Monies Policy**

Redemption proceeds payable to Unit Holders who have requested for full or partial redemption of their investments in the Fund that remain unclaimed after twelve (12) months as prescribed by the Unclaimed Moneys Act, 1965 (as may be amended from time to time), shall be lodged with the Registrar of Unclaimed Moneys in accordance with the provisions of the Unclaimed Moneys Act, 1965.

## 8. ABOUT THE TARGET FUND

Name of the Target Fund	Arabesque Q3.17 SICAV – Arabesque Q3.17 Systematic
Base Currency	USD
Type of Class	Institutional
Inception Date of the Class	3 August 2015
Inception Date of the Target Fund	3 August 2015
Domicile	Luxembourg
Regulatory Authority	Financial Conduct Authority (FCA), United Kingdom

### 8.1 Profile of ARABESQUE ASSET MANAGEMENT LTD

Arabesque Asset Management Ltd is authorised and regulated by the UK Financial Conduct Authority (FCA). It is a wholly-owned subsidiary of Arabesque Asset Management Holding Limited and part of the Arabesque Group. Arabesque is headquartered in London and has a research hub in Germany. Arabesque integrates sustainability with momentum analysis and risk management techniques in its products. Arabesque offers socially responsible equity funds and bespoke investment products.

Arabesque uses a rules-based investment approach and its investment strategy is overseen by the investment committee. The Arabesque Investment Committee consists of Omar Selim (Chief Executive Officer), Dr. Hans-Robert Arndt (Head of Quantitative Research and Chief Investment Officer) and Philipp Müller (Head of Product Office).

Omar Selim is the CEO and founder of Arabesque. He has more than 20 years experience in international banking, having held senior positions at UBS, Morgan Stanley and Credit Suisse. His last position was as Head of Institutional Business for Europe, Middle East and Africa at Barclays Capital.

Dr. Hans-Robert Arndt is a founding Partner of Arabesque, CIO and Head of and Quantitative Research. His expertise lies in the combination of advanced mathematics, informatics and financial markets. Dr. Hans-Robert holds a Ph.D. in Mathematics.

Philipp Müller is a Partner at Arabesque and Head of Product Office. He is principally responsible for the implementation and development of the screening methodology of the Arabesque Investment Universe. Philipp is a CFA® charterholder.

### 8.2 Target Fund Structure

The Target Fund is an open-ended sub-fund of Arabesque Q3.17 SICAV. The Target Fund is constituted under the laws in the Grand Duchy of Luxembourg.

### 8.3 Investment Objective of Target Fund

The objective of the investment policy of the Target Fund is long-term capital appreciation through investments into a sustainable Shariah-compliant equity universe (Arabesque Universe) and Islamic cash instruments. Asset allocation and stock selection are determined by a quantitative approach.

### 8.4 Investment Strategy of Target Fund

The Target Fund's assets will be invested in Shariah-compliant shares issued by companies worldwide that are contained in the Arabesque Universe.

The Arabesque Universe contains common Shariah-compliant stocks from companies worldwide that have passed a systematic selection process which considers:

- i. Minimum size and liquidity requirements;
- ii. Companies' Sustainability Performance through Arabesque S-Ray®, a proprietary tool developed by Arabesque which assesses the sustainability of the world's largest public companies:
  - o United Nations Global Compact: assessment of companies' performance on topics related to human rights, labour, the environment and anti-corruption;
  - o Environmental, Social and Governance performance assessment of companies; and
  - o Business Involvement: Financial and business activity screening in accordance with the Sharia standards set by the Accounting and Auditing Organization for Islamic Financial Institutions ("AAOIFI Standards").

AAOIFI Standards state that non-permissible income or income generated from the following prohibited activity must not exceed 5% of the total income of the company represented by the equity invested in: interest income, income from non Shariah-compliant or conventional interest-based banking, financial services, real estate, insurance, mortgage and lease and any other conventional interest related activity both operational and non-operational, income generated from the production and sale of alcohol, tobacco or pork products, entertainment (hotels, casino/gambling, pornography/adult entertainment, cinema and music), arms manufacturing (weapons and defence) and trading and hedging of gold and silver on a deferred basis.

In addition, stock selection shall observe the following quantitative financial screening criteria:

- i. that the sum of interest-bearing investments (whether short term, medium or long term) divided by trailing 12 months market capitalization of the company is less than 30%;
- ii. that total interest-bearing debt (whether short term, medium or long term) divided by trailing 12 months market capitalization of the company is less than 30%; and
- iii. that the liquidity ratio represented by the sum of cash, cash equivalents and receivables divided by total assets of the company is less than 67%.

In addition AAOIFI Standards prohibit investing in preference shares.

The Arabesque Universe is determined on a quarterly basis.

The Target Fund will normally hold up to 150 Shariah-compliant stocks. Under normal conditions, the maximum position size of any single Shariah-compliant stock will be 1% of the market value of the Target Fund. To allow for the impact of market appreciation, this maximum position size could rise to as much as 1.25% of the market value of the Target Fund before the position size is reduced. If for any reason the portfolio deviates from the above-mentioned guideline, position sizes will be adjusted to bring the Target Fund back into compliance.

In general, a maximum of 49% of the net assets of the Target Fund may be invested in Islamic or non-interest bearing ancillary liquid funds. However, depending on the market position, the net assets of the Target Fund may also be held in Islamic or non-interest bearing liquid funds in excess of this maximum limit during temporary defensive position and subject always to the legally permissible (short-term) limits.

For the avoidance of doubt:

- i. It is possible that the Target Fund will invest less than 51% of net assets into Shariah-compliant equities for a prolonged period of time during temporary defensive position.
- ii. The balance between 100% and the percentage value of net assets invested into Shariah-compliant equities from the Arabesque Universe will be placed in Islamic or non-interest bearing deposits and/or invested into Islamic money market instruments and Islamic or non-interest bearing liquid funds.

## **8.5 Permitted Investments of the Target Fund**

Only the following categories of Shariah-compliant transferable securities and Islamic money market instruments may be purchased by the Target Fund:

1. those that have been admitted to a regulated market\* as defined in Directive 2004/39/EC or are traded on it;
2. Shariah-compliant transferable securities and Islamic money market instruments that are traded on another regulated market in an EU Member State ("Member State") which is recognised, open to the public and whose manner of operation is in accordance with the regulations;
3. those that are officially quoted on a stock exchange in a non-Member State of the European Union or on another regulated market\* of a non-Member State of the European Union which is recognised, open to the public and whose manner of operation is in accordance with the regulations;
4. Shariah-compliant transferable securities and Islamic money market instruments from new issues, insofar as the issue conditions contain the obligation that admission to official listing

on a stock exchange or on another regulated market\* which is recognised, open to the public and whose manner of operation is in accordance with the regulations be applied for and that this will take place no later than one year from the date of issue.

The Shariah-compliant transferable securities and Islamic money market instruments referred to in item 3 and 4 shall be officially quoted or traded in North America, South America, Australia (including Oceania), Africa, Asia and/or Europe;

5. units in undertakings for collective investment in Shariah-compliant transferable securities (“UCITS”), which have been admitted in accordance with Directive 2009/65/EC, and/or other undertakings for collective investment (“UCI”) in the sense of Article 1(2) a) and b) of Directive 2009/65/EC, irrespective of whether their registered office is in a Member State or a non-Member State, purchased insofar as:
  - a. these UCIs have been admitted in accordance with such legal provisions which subject them to supervision that, in the opinion of the Luxembourg supervisory authorities, is equivalent to supervision in keeping with the law of 21 December 2012 transposing Directive 2010/78/EU of the European Parliament and of the Council of 24 November 2010 (“EU law”) and that there are sufficient guarantees for cooperation between the authorities (at present the United States of America, Canada, Switzerland, Hong Kong, Japan, Norway and Liechtenstein);
  - b. the degree of protection of the shareholders of these UCI is equivalent to that of the shareholders of a UCITS, and particularly the provisions concerning the separated custody of assets, borrowing, granting credit and short sales of Shariah-compliant transferable securities and Islamic money market instruments are equivalent to the requirements of Directive 2009/65/EC;
  - c. the business activities of the UCIs are the subject of semi-annual and annual reports which permit a judgement to be made concerning the assets and the liabilities, income and transactions in the reporting period;
  - d. the UCITS or other UCIs whose shares are to be acquired can, in accordance with its terms of agreement or its Articles of Association, invest a maximum of 10% of its assets in shares of other UCITS or UCIs;
6. Islamic or non-interest bearing sight deposits or other Islamic or non-interest bearing callable deposits with a maturity period of 12 months at the most, transacted at credit institutions, provided the institution concerned has its registered office in a Member State of the EU, the Organisation for Economic Co-operation and Development (“OECD”) or, if the registered office is in a third country, it is subject to supervisory provisions which are, in the opinion of the Luxembourg supervisory authorities, equivalent to those of EU law;
7. Islamic money market instruments which are not traded on a regulated market\* and which come under the definition of Article 1 of the Law of 17. December 2010, if the issuer or the issuer of those instruments is already subject to provisions governing the protection of deposits and investors, and provided they are:

- a. issued or guaranteed by a central, regional or local corporation or the central bank of a Member State, the European Central Bank, the EU or the European Investment Bank, a non-member state or, insofar as a Federal state, a constituent state of the federation, or by an international sales agency under by public law, to which at least one Member State belongs, or
- b. negotiated by a company whose securities are traded on the regulated markets indicated in item 1, 2 or 3, or
- c. issued or guaranteed by an institute which is, in accordance with the criteria set out in EU law, subordinated to a supervisory authority, or an institute which, in the opinion of the Luxembourg supervisory authority, is subject to supervisory provisions which are at least as rigorous as those of EU law and which complies with them, or
- d. issued by other issuers which belong to a category that has been approved by the Luxembourg supervisory authorities, insofar as, for investments in such instruments, regulations for investor protection are in force that are equivalent to those of the sub-item a, b or c above, and insofar as this involves an issuer which is either a company with equity of at least EUR 10 million, which provides and publishes its annual financial statements in keeping with Directive 78/660/EEC, or a legal entity which is, within a group encompassing one or more companies quoted on the stock exchange, responsible for financing that group, or else a legal entity whose task is to collateralize liabilities through the provision of a credit line granted by a bank.

Note:

\* “regulated market” means a regulated market as defined in the Parliament and Council Directive 2004/39/EC of 21 April 2004 on markets in financial instruments as amended (“Directive 2004/39/EC”) namely a multilateral system operated and/or managed by a market operator, which brings together or facilitates the bringing together of multiple third party buying and selling interests in financial instruments – in the system and in accordance with its non-discretionary rules – in a way that results in a contract, in respect of the financial instruments admitted to trading under its rules and/or systems, and which is authorised and functions regularly and in accordance with the provisions of Title III of Directive 2004/39/EC.

The Target Fund will only seek to invest in markets where the regulatory authority is an ordinary or associate member of International Organization of Securities Commissions (IOSCO).

## **8.6 Investment Restrictions and Prohibitions of Target Fund**

1. A maximum of 10% of the Target Fund’s assets may be invested in Shariah-compliant transferable securities or Islamic money market instruments of a single issuer. The Target Fund may not invest more than 20% of its assets in Shariah-compliant transferable securities, Islamic money market instruments and Islamic deposits issued by or placed with, as the case may be, any single institution.

2. The total value of the Shariah-compliant transferable securities and Islamic money market instruments of issuers in whose Shariah-compliant transferable securities and Islamic money market instruments more than 5% of the net assets of the Target Fund are invested must not exceed 40% of the Target Fund's assets.
3. Irrespective of the individual upper limits in item 1, a maximum of 20% of the Target Fund's assets may be invested in a single institution in a combination of:
  - a. Shariah-compliant transferable securities or Islamic money-market instruments issued by such establishment and/or;
  - b. Islamic deposits in that institution.
4. The investment limit of 10% of the Target Fund's assets referred to in the first sentence of item 1 above, shall be increased to 15% of the net assets of the Target Fund in cases where the Shariah-compliant transferable securities or Islamic money market instruments to be purchased are issued or guaranteed by a member state, its local authorities, a non-member state or other international organisations under public law, to which one or more member states belong.
5. The restriction of the total value to 40% of the Target Fund's assets set out in the first sentence of item 2 above, does not apply in the cases referred to in item 3.
6. The investment limit of 10% or 15% of the Target Fund's assets, as set out in item 1 to 3 above, must not be regarded cumulatively but rather in total a maximum of 15% of the Target Fund's assets may be invested in Shariah-compliant transferable securities and Islamic money market instruments of the same issuer.

Companies which, with respect to the preparation of consolidated financial statements, within the meaning of Directive 83/349/EEC of the European Council of 13 June 1983, on the basis of Article 54(3) g) of the Agreement on Consolidated Financial Statements (OJ L 193 of 18 July 1983, p.1) or recognised international accounting rules, belong to the same group of companies are to be regarded as a single issuer when calculating the investment limits stated in items 1 to 5.

The Target Fund is permitted to invest 20% of its net assets in Shariah-compliant transferable securities and Islamic money market instruments of one and the same company group.

7. The Target Fund does not intend to engage in securities lending and borrowing activities.
8. The Target Fund does not intend to enter into any derivatives transactions, including for the purposes of hedging.

## **8.7 Fees and Charges of the Target Fund**

The Target Fund charges a fund management fee of up to 0.82% p.a. of the net asset value. The Target Fund may also charge a custodian, an administration fee and other fees from range of 0.01% to 0.30% per annum of the Target Fund's net asset value.

***Please note that management fee will only be charged once at the Fund level. The fund management fee charged by the Target Fund will be paid out of the annual management fee charged by the Manager at the Fund level. There is no double charging of management fee.***



## 9. CLIENT COMMUNICATION

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### i. Avenue for Advice Available to Prospective Investors

Unit Holders can seek assistance from our customer service personnel on queries relating to the Fund at our toll-free number 1-800-88-1196 during business hours, Monday to Friday from 9.00a.m. to 5.00p.m.

Enquiries can also be made at the nearest Bank Islam branches or from our authorised IUTAs/unit trust consultants.

### ii. Newspapers and Website

Unit Holders may obtain the daily Fund price from our website at <http://www.bimbinvestment.com.my>.

Should investors rely on the major local online newspapers dailies, on a normal circumstances, the unit price of the Fund is published in the local online dailies two (2) days later.

The Manager has taken necessary procedures to ensure accuracy of information of pricing sent to the respective newspapers. When there is a dispute arising from different prices published in the newspaper/online publication and the Manager's price, the Manager's price shall prevail. However, the Manager shall not be liable for any errors or omission in the pricing information published in the newspaper/online publications.

### iii. Statement of Investment and Fund's Financial Reports

The Manager will issue a statement to Unit Holders confirming the current Unit holdings and transactions relating to their Units in the Fund on a half yearly basis.

<b>Statements to Confirm and Record Transaction</b>	We will send computer-generated statements to Unit Holders on each transaction made confirming their transactions relating to the Fund.
<b>Interim and Annual Statement of Investment</b>	In addition, the interim and annual statement of the Fund's investment will be made available to the Unit Holders, in the interim and annual report of the Fund's.
<b>Interim and Annual Reports</b>	We will provide the Unit Holders with an interim and annual report of the Fund within two (2) months after the end of financial period/year of the Fund.  We practice digital fund reporting hence the Fund's interim/annual report is made available on our website. Investors may view, store and download from our website <a href="http://www.bimbinvestment.com.my">www.bimbinvestment.com.my</a> . The printed

	reports are available upon request.
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We practice digital fund reporting, hence the Fund's interim/annual report is made available on our website. Investors may view, store and download from our website [www.bimbinvestment.com.my](http://www.bimbinvestment.com.my).

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

## 10. THE MANAGEMENT COMPANY

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### 10.1 Corporate Profile of the Manager

BIMB Investment is a wholly-owned subsidiary of Bank Islam Malaysia Berhad. BIMB Investment, a licensed Islamic fund management company, was incorporated on 14 September 1993 and commenced its operations on 20 June 1994. BIMB Investment has been in the unit trust industry for more than 25 years.

### 10.2 Organisational Structure of the Manager

The main roles and responsibilities of the Manager are managing the investment portfolio of the Fund, arranging sales and redemption of Units, keeping proper records of the Fund and Unit Holders, issuing reports on the Fund's performance to Unit Holders, arranging distribution of income and/or Units to Unit Holders and marketing the Units of the Fund to investors.

The overall responsibility for the operation of BIMB Invest is vested with the chief executive officer who is accountable to the board of directors. While the board of directors primarily decides on policy matters, the investment committee assumes responsibility for assuming and monitoring the Fund's investment strategies. In ensuring the decisions of the board of directors and investment committee adhere strictly to the requirements of Shariah, all investment and activities of the Fund will be supervised by the Shariah Adviser. The board of directors meets at least six (6) times a year to provide advice on matters relating to the Manager's operation and Fund's policies. Meanwhile, the investment committee also meets at least six (6) times a year to discuss, review, and advise on the investment strategies and asset allocation of the Fund.

The Shariah Adviser will meet once every quarter to discuss Shariah-related matters. The Shariah Adviser will also monitor and advise on operational matters, investments transactions as well as the administrative matters of the Manager to ensure that all are in line with the Shariah principles.

### 10.3 Board of Directors

Name	Position
Mohamed Ridza Mohamed Abdulla	Non-Executive Independent Director
Dato' Ghazali bin Awang	Non-Executive Independent Director
Datin Maznah binti Mahbob	Non-Executive Independent Director
Dr. Mohd Hatta bin Dagap	Non-Executive Independent Director
Azizan bin Abd Aziz	Non-Executive Non Independent Director
Najmuddin bin Mohd Lutfi	Chief Executive Officer

## 10.4 Investment Committee

The roles and primary functions of the investment committee are as follows:

- i. to approve the formulation of portfolio strategy;
- ii. to discuss, review and approve the investment strategy for the ensuing period;
- iii. to approve funding of investment activities for the ensuing period;
- iv. to review performance and portfolio composition and to make necessary recommendation therefrom;
- v. to review and assess the previous recommendation strategy;
- vi. to recommend to the board of directors on the payment of distribution to the Unit Holders and to report to the board of directors on the performance of the Fund and to take instructions thereon.

The investment committee meets at least six (6) times a year or as and when required by the Manager.

## 10.5 Shariah Adviser

The process of product development and compliance is strictly overseen by the Shariah Adviser, which is made up of three Muslim scholars registered with the SC. The Shariah Adviser has been established to provide advice and guidance to ensure that the Fund's activities comply with rules and principles of Shariah.

The Shariah Adviser operates independently from the investment committee and meets once every quarter with the Manager to address advisory matters pertaining to the Fund. The Shariah Adviser also reviews the Assets of the Fund on a monthly basis to ensure compliance with Shariah principles or any other relevant principle at all times. Its role is to provide its expertise and guidance as well as:

- i. To advise on all aspects of Islamic fund management business in accordance with Shariah principles;
- ii. To provide Shariah expertise and guidance on all matters, particularly on documentation, structuring and investment instruments, and ensure compliance with relevant SC regulations and/or standards, including resolutions issued by the SAC, Shariah principles or any other relevant principle at all times;
- iii. To review compliance report of the Manager or an investment transaction report to ensure that investment activities are Shariah compliant; and
- iv. To provide a written opinion and/or periodic report to confirm and certify whether the Islamic fund management business has been managed and/or administered in accordance with Shariah principles.

<b>Name</b>	<b>DR. AHMAD SHAHBARI @ SOBRI BIN SALAMON</b>
<b>Position</b>	Chairman
<b>Experience</b>	He was the Executive Director of Pusrawi Corporation Sdn Bhd. He has served as a lecturer in the Shariah Department, Faculty of Islamic Studies, Universiti Kebangsaan Malaysia and the Department of Law, International Islamic University. He has been in the BIMB Investment's Shariah Committee since 20 June 1994. He is a registered Shariah Adviser (individual) with Securities Commission Malaysia.
<b>Qualifications</b>	BA Shariah, Al-Azhar University and PhD. Modern Middle Eastern History, New York University.

<b>Name</b>	<b>ASSOC. PROF. DR. ASMAK BINTI AB. RAHMAN</b>
<b>Position</b>	Committee Member
<b>Experience</b>	Presently an Associate Professor in the Department of Shariah and Economics, Academy of Islamic Studies, University of Malaya. She has written and presented numerous papers in the area of Islamic Studies, specifically Takaful. She is registered Shariah adviser (individual) with the SC.
<b>Qualifications</b>	PhD. from University of Malaya.

<b>Name</b>	<b>DR. AZRUL AZLAN BIN ISKANDAR MIRZA</b>
<b>Position</b>	Committee Member
<b>Experience</b>	Dr. Azrul Azlan is currently a Senior Lecturer at Faculty of Economics and Muamalat, Universiti Sains Islam Malaysia (USIM). He is currently holding a post as Shariah Committee's member for Alliance Islamic Bank Berhad, Alliance Investment Bank Berhad (Stockbroking) and HSBC Amanah Takaful Berhad. He is a registered Shariah Adviser (individual) with Securities Commission Malaysia.
<b>Qualifications</b>	Bachelor Islamic Jurisprudence, Al-Azhar University of Egypt, Master Management, International Islamic University of Malaysia (IIUM) and PhD. Islamic Finance, International Center for Education in Islamic Finance (INCEIF).

## 10.6 Investment Team

The investment team meets twice a month to discuss investment related matters.

<b>Name</b>	<b>ABD RAZAK SALIMIN</b>
<b>Position</b>	Head of Investment
<b>Experience</b>	He joined BIMB Investment Management Berhad in May 2019 and was formerly an equity fund manager with Permodalan Nasional Berhad. He has more than nine years of investment management experience. He is responsible of leading and managing the Investment Department. He manages and oversees domestic and global equities, sukuk and Islamic money

	market investments. He is the designated fund manager for BIMB-Arabesque <i>i</i> Global Dividend Fund 1, BIMB <i>i</i> -Tactical Fund (formerly known BIMB <i>i</i> Dividend Fund), BIMB <i>i</i> Growth, BIMB Dana Al-Falah, and BIMB-Arabesque Asia Pacific Shariah-ESG Equity Fund.
<b>Qualifications</b>	Chartered Financial Analyst (CFA), Financial Risk Manager (FRM), Bachelor of Mathematics, Operational Research, Statistics and Economics (MORSE), University of Warwick, United Kingdom and a Securities Commission's Capital Markets Services Representative's Licence (CMSRL).

<b>Name</b>	<b>THONG YONG LING, STANLEY</b>
<b>Position</b>	Manager
<b>Experience</b>	He joined BIMB Invest as a Fund Manager in 2012. He has more than 10 years of working experience in equity research and investment. He was previously attached with UOB-OSK Asset Management Berhad and Hong Leong Assurance Berhad. As a fund manager at UOB-OSK Asset Management, he was in charge of managing various unit trust and investment link insurance funds for clients. He is the designated fund manager for BIMB Dana Al-Munsif, BIMB <i>i</i> Flexi Fund, BIMB-Arabesque Malaysia Shariah-ESG Equity Fund and BIMB-Arabesque Valuecap Malaysia Shariah-ESG Equity Fund.
<b>Qualifications</b>	Masters of Commerce, Macquarie University, Australia, Bachelor of Business Administration, National Cheng Chi University, Taiwan and Capital Markets Services Representative's License.

<b>Name</b>	<b>AHMAD RIZAL UJANG</b>
<b>Position</b>	Manager
<b>Experience</b>	He joined BIMB Invest in January 2017 and previously worked in BIMB Invest from 2011 to 2014. He has more than 10 years of working experience in Islamic money market and fixed income investment. He was previously attached to <i>i</i> -VCAP Management Sdn Bhd, MNRB Holdings Berhad and Syarikat Takaful Malaysia Berhad. He is the designated fund manager for BIMB Dana Al-Fakhim, BIMB <i>i</i> Cash Management Fund 3 and BIMB ESG Sukuk Fund.
<b>Qualifications</b>	Master of Finance, Curtin University of Technology, Australia and Capital Markets Services Representative's License.

**Further information on the Manager, investment committee, Shariah Adviser and key management is available on the Manager's website:  
[www.bimbinvestment.com.my](http://www.bimbinvestment.com.my)**

## **10.7 MATERIAL LITIGATION AND ARBITRATION**

The Manager is not engaged in any material litigation and arbitration as plaintiff or defendant, and the Manager is not aware of any proceedings, pending or threatened or of any other facts likely to give rise to any proceedings which might materially and adversely affect its financial position or business.

## **10.8 EXEMPTIONS OR VARIATIONS**

There have been no exemptions or variations from any relevant securities laws or Guidelines granted to the Manager by the SC.

## 11. THE TRUSTEE – DEUTSCHE TRUSTEES MALAYSIA BERHAD

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### ***About Deutsche Trustees Malaysia Berhad***

Deutsche Trustees Malaysia Berhad (“DTMB”) (Company No. 763590-H) was incorporated in Malaysia on 22 February 2007 and commenced business in May 2007. The Company is registered as a trust company under the Trust Companies Act 1949, with its business address at Level 20, Menara IMC, 8 Jalan Sultan Ismail, 50250 Kuala Lumpur.

DTMB is a member of Deutsche Bank Group (“Deutsche Bank”). Deutsche Bank provides commercial and investment banking, retail banking, transaction banking and asset and wealth management products and services to corporations, governments, institutional investors, small and medium-sized businesses, and private individuals.

### ***Experience in trustee business***

DTMB is part of Deutsche Bank’s Securities Services, which provides trust, custody and related services on a range of securities and financial structures. As at 1 June 2019, DTMB is the trustee for 180 collective investment schemes including unit trust funds, wholesale funds, exchange-traded funds and private retirement schemes.

DTMB’s trustee services are supported by Deutsche Bank (Malaysia) Berhad (“DBMB”), a subsidiary of Deutsche Bank, financially and for various functions, including but not limited to financial control and internal audit.

### ***Duties and responsibilities of the Trustee***

DTMB’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 due care and vigilance and is required to act in accordance with the relevant provisions of the Deed, the Capital Markets & Services Act 2007 and all relevant laws.

### ***Trustee’s Disclosure of Material Litigation***

As at 1 June 2019, the Trustee is not engaged in any material litigation and arbitration, including those pending or threatened and the Trustee is not aware of any facts likely to give rise to any proceedings which might materially affect the business/financial position of the Trustee.

### ***Trustee’s delegate***

The Trustee has appointed DBMB as the custodian of the Assets of the Fund. DBMB is a wholly-owned subsidiary of Deutsche Bank AG. DBMB offers its clients access to a growing domestic custody network that covers over 30 markets globally and a unique combination of local expertise backed by the resources of a global bank. In its capacity as the appointed custodian, DBMB’s roles encompass safekeeping of Assets of the Fund; trade settlement management;



corporate actions notification and processing; securities holding and cash flow reporting; and income collection and processing.

All investments of the Fund are registered in the name of the Trustee for the Fund, or where the custodial function is delegated, in the name of the custodian to the order of the Trustee for the Fund. As custodian, DBMB shall act only in accordance with instructions from the Trustee.

***Disclosure on related-party transactions/conflict of interests***

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

- (1) Where the Fund invests in the products offered by Deutsche Bank AG and any of its group companies (e.g. money market placement, etc.);
- (2) Where the Fund has obtained financing from Deutsche Bank AG and any of its group companies, as permitted under the Securities Commission's guidelines and other applicable laws;
- (3) Where the Manager appoints DTMB to perform its back office functions (e.g. fund accounting and valuation); and
- (4) Where DTMB has delegated its custodian functions for the Fund to DBMB.

DTMB will rely on the Manager to ensure that any related party transactions, dealings, investments and appointments are on terms which are the best that are reasonably available for or to the Fund and are on an arm's length basis as if between independent parties.

While DTMB has internal policies intended to prevent or manage conflicts of interests, no assurance is given that their application will necessarily prevent or mitigate conflicts of interests. DTMB's commitment to act in the best interests of the unit holders of the Fund does not preclude the possibility of related party transactions or conflicts.

## 12. SALIENT TERMS OF DEED

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### 12.1 Unit Holder's Rights

- i. Unit Holder shall have the right to receive distributions of income (if any), participate in any increase in the value of the Units and such other rights and privileges as provided in the Deed.
- ii. No Unit Holder shall be entitled to require the transfer to him of any of the Assets of the Fund or been entitled to interfere with or question the exercise by the Trustee, or the Manager on his behalf of the rights of the Trustee as the registered owner of such assets.
- iii. Unit Holder shall have the right to call for Unit Holder's meeting and to vote for the removal of the Trustee or the Manager through a Special Resolution.
- iv. Unit Holder shall have the right to receive annual and interim reports.

### 12.2 Unit Holder's Liabilities

No Unit Holder is liable for any amount in excess of the purchase price paid for the Units as determined pursuant to the Deed at the time the Units were purchased. A Unit Holder shall not be under any obligation to indemnify the Manager and/or the Trustee in the event that the liabilities incurred by the Manager and/or the Trustee in the name of or on behalf of the Fund pursuant to and/or in the performance of the provisions of the Deed exceed the value of the Assets of the Fund, and any right of indemnity of the Manager and/or the Trustee shall be limited to recourse to the Fund.

### 12.3 Maximum Fees and Charges Permitted by the Deed

The maximum rate of direct fees and charges permitted by the Deed are as follows:

Charges	% of the NAV per Unit
Sales charge	6.00%
Redemption charge	Nil

The maximum rate of indirect fees and charges permitted by the Deed are as follows:

Charges	% of the NAV per Unit
Annual Management fee	2.00% p.a. of the NAV of the Fund
Annual trustee fee	0.06% subject to a minimum fee of RM15,000 per annum or its equivalent in the base currency (excluding foreign custodian fees and charges)

## **12.4 Procedures to Increase the Direct and Indirect Fees and Charges Disclosed in this Prospectus**

- **Sales Charge**

The Manager may not charge a sales charge at a rate higher than that disclosed in this Prospectus unless:

- (a) the Manager has notified the Trustee in writing of and the effective date for the higher charge;
- (b) a supplemental prospectus or replacement prospectus stating the higher charge is registered, lodged and issued; and
- (c) such time as may be prescribed by any relevant law has elapsed since the effective date of the supplemental prospectus or replacement prospectus.

- **Redemption Charge**

The Manager may not charge a redemption charge at a rate higher than that disclosed in this Prospectus unless:

- (a) the Manager has notified the Trustee in writing of and the effective date for the higher charge;
- (b) a supplemental prospectus or replacement prospectus stating the higher charge is registered, lodged and issued; and
- (c) such time as may be prescribed by any relevant law has elapsed since the effective date of the supplemental prospectus or replacement prospectus.

- **Annual Management Fee**

The Manager may not charge an annual management fee at a rate higher than that disclosed in this Prospectus unless:

- (a) the Manager has come to an agreement with the Trustee on the higher rate;
- (b) the Manager has notified the Unit Holders of the higher rate and the date on which such higher rate is to become effective, such time as may be prescribed by any relevant law shall have elapsed since the notice is sent;
- (c) a supplemental prospectus or replacement prospectus stating the higher rate is registered, lodged and issued thereafter; and
- (d) such time as may be prescribed by any relevant law has elapsed since the date of the supplemental prospectus or replacement prospectus.

- **Annual Trustee Fee**

The Trustee may not charge an annual Trustee fee at a rate higher than that disclosed in this Prospectus unless:

- (a) the Manager has come to an agreement with the Trustee on the higher rate;
- (b) the Manager has notified the Unit Holders of the higher rate and the date on which such higher rate is to become effective, such time as may be prescribed by any relevant law shall have elapsed since the notice is sent;
- (c) a supplemental prospectus or replacement prospectus stating the higher rate is issued thereafter; and
- (d) such time as may be prescribed by any relevant law has elapsed since the date of the supplemental prospectus or replacement prospectus.

## **12.5 Procedures to Increase the Maximum Rate of the Direct and Indirect Fees and Charges in the Deed**

The maximum sales charge, redemption charge, annual management fee or annual trustee fee set out in the Deed may not be increased unless a Unit Holders meeting has been held in accordance with the Deed. A supplemental deed proposing a modification to the Deed to increase such fees and charges is required to be submitted for registration with the SC accompanied by a resolution of not less than two-thirds (2/3) of all Unit Holders at the Unit Holders meeting sanctioning the proposed modification to the Deed.

## **12.6 Permitted Expenses Payable by the Fund**

Only the expenses (or part thereof) which is directly related and necessary in operating and administering the Fund may be charged to the Fund. These would include (but are not limited) to the following:

- (a) commissions or fees paid to brokers or dealers in effecting dealings in the investments of the Fund, shown on the contract notes or confirmation notes;
- (b) taxes and other duties charged on the Fund by the government and/or other authorities;
- (c) costs, fees and expenses properly incurred by the Auditor;
- (d) costs, fees and expenses incurred for the valuation of any Shariah-compliant investment of the Fund by independent valuers for the benefit of the Fund;
- (e) costs, fees and expenses incurred for any modification of the Deed save where such modification is for the benefit of the Manager and/or the Trustee;

- (f) costs, fees and expenses incurred for any meeting of the Unit Holders save where such meeting is convened for the benefit of the Manager and/or the Trustee;
- (g) costs, commissions, fees and expenses of the sale, purchase, takaful and any other dealing of any asset of the Fund;
- (h) costs, fees and expenses incurred in engaging any specialist approved by the Trustee for investigating or evaluating any proposed Shariah-compliant investment of the Fund;
- (i) costs, fees and expenses incurred in engaging any adviser for the benefit of the Fund;
- (j) costs, fees and expenses incurred in the preparation and audit of the taxation, returns and accounts of the Fund;
- (k) costs, fees and expenses incurred in the termination of the Fund or the removal of the Trustee or the Manager and the appointment of a new trustee or management company;
- (l) costs, fees and expenses incurred in relation to any arbitration or other proceedings concerning the Fund or any asset of the Fund, including proceedings against the Trustee or the Manager by the other for the benefit of the Fund (save to the extent that legal costs incurred for the defence of either of them are not ordered by the court to be reimbursed by the Fund);
- (m) remuneration and out of pocket expenses of the independent members of the investment committee of the Fund, unless the Manager decides otherwise;
- (n) costs, fees and expenses deemed by the Manager to have been incurred in connection with any change or the need to comply with any change or introduction of any law, regulation or requirement (whether or not having the force of law) of any governmental or regulatory authority;
- (o) costs and expenses incurred in relation to the distribution of income (if any);
- (p) (where the custodial function is delegated by the Trustee) charges and fees paid to sub-custodians taking into custody any foreign assets of the Fund;
- (q) fees, charges, costs and expenses relating to the preparation, printing, posting, registration and lodgment of documents and reports which the Manager and/or the Trustee may be obliged to prepare, print, post, register and/or lodge in relation to the Fund by virtue of any relevant law; and
- (r) any tax now or hereafter imposed by law or required to be paid in connection with any costs, fees and expenses incurred under sub-paragraphs (a) to (q) above.

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

- **Removal or Replacement of the Manager**

The Trustee shall take all reasonable steps to remove the Manager, if the Manager:-

- (a) 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 that 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; or
- (b) is in breach of any of its obligations or duties under the Deed or the relevant laws; or
- (c) has ceased to be eligible to be a management company under the relevant laws; or
- (d) has gone into liquidation, except for the purpose of amalgamation or reconstruction or some similar purpose; or
- (e) has had a receiver appointed; or
- (f) has ceased to carry on business.

- **Retirement of the Manager**

The Manager shall have the power to retire in favour of some other corporation by giving to the Trustee six (6) months (or such other period as the Manager and the Trustee may agree upon) notice in writing of its desire so to do, provided such retirement is in accordance with the provisions of the Deed.

- **Removal or Replacement of the Trustee**

The Trustee may be removed and such corporation may be appointed as trustee of the Fund by Special Resolution of the Unit Holders at a duly convened meeting. The Manager shall take all reasonable steps to replace the Trustee as soon as practicable after becoming aware that:

- (a) the Trustee has ceased to exist;
- (b) the Trustee has not been validly appointed;
- (c) the Trustee 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;

- (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;
- (f) 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.

- **Retirement of the Trustee**

The Trustee may retire upon giving six (6) months (or such other period as the Manager and the Trustee may agree upon) notice in writing to the Manager of its desire so to do, provided such retirement is in accordance with the provisions of the Deed.

## **12.8 Termination of the Fund**

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

- i. a Special Resolution is passed at a Unit Holders' meeting to terminate or wind up the Fund, following occurrence of events stipulated under Section 301(1) of the Act and the court has confirmed the Special Resolution, as required under Section 301(2) of the Act; and
- ii. a Special Resolution is passed at a Unit Holders' meeting to terminate or wind up the Fund.

## **12.9 Termination of a Class of Units**

The Manager may only terminate a particular Class of Units if the termination of that Class of Units does not prejudice the interests of Unit Holders of any other Class of Units. For the avoidance of doubt, the termination of a Class of Units shall not affect the continuity of any other Class of Units of the Fund.

If at a meeting of Unit Holders to terminate a Class of Units, a Special Resolution to terminate a particular Class Units is passed by the Unit Holders:

- i. the Trustee and the Manager shall notify the relevant authorities in writing of the passing of the Special Resolution;
- ii. the Trustee or the Manager shall as soon as practicable inform all Unit Holders of the Fund of the termination of that Class of Units; and

- iii. the Trustee or the Manager shall publish a notice on the termination of that Class of Units in at least one national Bahasa Malaysia newspaper and one national English newspaper, if those Units are available in Malaysia.

The Trustee shall then arrange for a final review and audit of the final accounts of the Fund attributable to that Class of Units by the auditor of the Fund. Upon the completion of the termination of that Class of Units, the Trustee and the Manager shall notify the relevant authorities of the completion of the termination of that Class of Units.

## **12.10 Meeting of Unit Holders**

- **Quorum required for a Unit Holders' Meeting**

The quorum required for a meeting of Unit Holders shall be five (5) Unit Holders, whether present in person or by proxy, provided that if the Fund has five (5) or less Unit Holders, the quorum required for a meeting of Unit Holders 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 at the time of the meeting.

- **Meeting convened by the Unit Holders**

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

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

Provided always that the Manager shall not be obliged to summon such a meeting unless a direction has been received from not less than fifty (50) or one-tenth (1/10), whichever is less, of all the Unit Holders of the Fund or all the Unit Holders of a particular Class of Units.

Unless otherwise required or allowed by the relevant laws, the Manager shall, within twenty-one (21) days of receiving a direction from not less than fifty (50) or one-tenth (1/10), whichever is less, of all the Unit Holders of the Fund or of a particular Class of Units, as the case may be, summon a meeting of Unit Holders of the Fund or of that Class of Units by:



- (a) sending by post at least seven (7) days before the date of the proposed meeting a notice of the proposed meeting to all the relevant Unit Holders;
- (b) publishing at least fourteen (14) days before the date of the proposed meeting an advertisement giving notice of the proposed meeting in a national language newspaper published daily and another newspaper approved by the relevant authorities; and
- (c) specifying in the notice the place and time of the meeting and the terms of the resolutions to be proposed at the meeting.

- **Meeting convened by the Manager**

The Manager may summon a meeting of Unit Holders for any purpose whatsoever by:

- (a) giving at least fourteen (14) days written notice of the meeting to Unit Holders; and
- (b) specifying in the notice the place and time of the meeting and the terms of the resolutions to be proposed at the meeting.

- **Meeting convened by the Trustee**

Where:

- (a) the Manager is in liquidation,
- (b) in the opinion of the Trustee, the Manager has ceased to carry on business, or
- (c) in the opinion of the Trustee, the Manager has, to the prejudice of Unit Holders, failed to comply with the Deed or contravened any of the provisions of the Act,

the Trustee shall summon a Unit Holders' meeting by:

- (a) sending by post at least twenty-one (21) days before the date of the proposed meeting a notice of the proposed meeting to each of the Unit Holders at the Unit Holder's last known address or, in the case of jointholders, to the jointholder whose name stands first in the records of the Manager at the jointholder's last known address; and
- (b) publishing at least twenty-one (21) days before the date of the proposed meeting an advertisement giving notice of the meeting in a national language newspaper published daily and another newspaper approved by the relevant authorities.

The Trustee may also summon a Unit Holders' meeting for any purpose including, without limitation, for the purpose of:

- (a) requiring the retirement or removal of the Manager;

- (b) giving instructions to the Trustee or the Manager if the Trustee considers that the investment management policies of the Manager are not in the interests of Unit Holders;
- (c) securing the agreement of the Unit Holders to release the Trustee from any liability;
- (d) deciding on the next course of action after the Trustee has suspended the sale and redemption of Units; and
- (e) deciding on the reasonableness of the annual management fee charged to the Fund.

***Investors should read and understand the contents of this Prospectus and, if necessary, should consult their adviser(s).***

### 13. APPROVAL AND CONDITION

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

## 14. CONFLICT OF INTEREST/RELATED PARTY TRANSACTIONS

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Save as disclosed below, as at the LPD, there are no existing or potential related-party transactions involving the Fund, the Manager, the Trustee, promoters, vendors and/or persons connected to them.

Name of party	Name of related party and nature of relationship	Existing / potential related party transaction
The Manager	Bank Islam. The Manager is a wholly owned subsidiary of Bank Islam.	Distributor: Bank Islam is one of the Manager's authorized distributors.
The Fund	Bank Islam. The Manager is a wholly owned subsidiary of Bank Islam.	Distributor: Bank Islam is one of the Manager's authorized distributors.

It is BIMB Invest's policy that all transactions with any related parties are entered into in the normal course of business and have been established on terms and conditions that are not materially different from that obtainable in transactions with unrelated parties and that dealing with the related parties are transacted at arm's length basis.

BIMB Invest has in place policies and procedures to regulate its employees' securities dealings. Periodic declaration of securities trading to the compliance officer of the Manager 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 the customers of the Manager.

As at the LPD, none of BIMB Invest's directors or substantial shareholders has any direct or indirect interest in other corporations carrying on a similar business as BIMB Invest.

Any transaction conducted by the board member or any other representative must be done for the best interest of the Unit Holders. In the event that any of the directors or Investment Committee members are directly or indirectly involved in such transactions, he should abstain from being involved with any decision making process of the said transaction.

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

- (i) Where the Fund invests in instruments offered by the related party of the Trustee (e.g. placement of monies, structured products, etc);
- (ii) Where the Fund is being distributed by the related party of the Trustee as IUTA;

- (iii) 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
- (iv) Where the Fund obtains financing as permitted under the Guidelines, from the related party of the Trustee.

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

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

None of the Manager's advisers have any existing or potential interest or conflict of interest in an advisory capacity in the Fund or the Manager.

## 15. TAX ADVISER'S LETTER

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

### **Private and Confidential**

BIMB Investment Management Berhad  
Level 19, Menara Bank Islam  
No 22, Jalan Perak  
50450 Kuala Lumpur

Our ref TLK/YYW/AAAR/Perm

Contact Ext. 7276 / 7695

9 July 2019

Dear Sirs

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

This letter has been prepared for inclusion in this First Prospectus of BIMB-Arabesque *i* Global Dividend Fund 1 in connection with the offer of units in the BIMB-Arabesque *i* Global Dividend Fund 1 ("the Fund").

### **Taxation of the Fund**

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

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

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

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

Interests earned by the Fund from the following are exempt from tax:-

- any savings certificates issued by the Government; or
- securities or bonds issued or guaranteed by the Government; or
- debentures or sukuk, other than convertible loan stock, approved or authorized by, or lodged with, the Securities Commission; or

- Bon Simpanan Malaysia issued by the Central Bank of Malaysia; or
- a bank or financial institution licensed under the Financial Services Act 2013 or Islamic Financial Services Act 2013<sup>N1</sup>; or
- any development financial institution regulated under the Development Financial Institutions Act 2002<sup>N1</sup>; or
- sukuk originating from Malaysia, other than convertible loan stocks, issued in any currency other than Ringgit and approved or authorized by, or lodged with, the Securities Commission, or approved by the Labuan Financial Services Authority<sup>N2</sup>.

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

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

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

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

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

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

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

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

<sup>N2</sup> Effective from YA 2017, income tax exemption shall not apply to interest paid or credited to a company in the same group, licensed banks and prescribed development financial institutions.

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

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

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

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

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

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

Based on the Finance Act 2018 which has been gazetted on 27 December 2018 the imposition and scope of service tax is now 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. No other withholding tax will be imposed on the income distribution of the Fund.

Corporate unit holders, resident or non-resident in Malaysia, would be taxed at the corporate tax rate of 24% (effective from YA 2016) on distributions of income from the Fund to the extent of an amount equivalent to their share of the total taxable income of the Fund. Corporate unit holders in Malaysia with paid-up capital in the form of ordinary shares of RM2.5 million and below will be subject to a tax rate of 17% (effective from YA 2019) on chargeable income of up to RM500,000. For chargeable income in excess of RM500,000, the tax rate of 24% is still applicable.



However, the said tax rate of 17% (effective from YA 2019) on chargeable income of up to RM500,000 would not apply if more than 50% of the paid up capital in respect of ordinary shares of that corporate unit holder is directly or indirectly owned by a related company which has a paid up capital exceeding RM2.5 million in respect of ordinary shares, or vice versa, or more than 50% of the paid up capital in respect of ordinary shares of both companies are directly or indirectly owned by another company.

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

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

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

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

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

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

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,

Tai Lai Kok  
Executive Director

KPMG Tax Services Sdn Bhd

## 16. ADDITIONAL INFORMATION

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### 16.1 THE DEED

Copies of the Deed may be obtained from us at RM20.00 each. Alternatively, the Deed may be viewed free of charge at our head office during normal business hours.

Details	Date
i. Principal Deed	2 November 2015
ii. First Supplemental Deed	5 July 2019

### 16.2 CONSENT

Deutsche Trustees Malaysia Berhad (763590-H) and the Shariah Advisers as listed under **Section 10.5 – Shariah Adviser** of this Prospectus have given their written consent to act in their respective capacity. They have also given their consent for the inclusion of their names and/or statements and/or reports in this Prospectus in the form and context in which it appears and have not subsequently withdrawn their consent to the inclusion of their names and/or statements and/or reports in the form and context in which it appears in this Prospectus.

## 17. DOCUMENTS AVAILABLE FOR INSPECTION

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Unit Holders may inspect without charge, at the registered office of the Manager or such other place as the SC may determine, the following documents or copies thereof, where applicable:

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

## 18. DIRECTORY OF SALES OFFICES

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Please refer to BIMB Investment's website at [www.bimbinvestment.com.my](http://www.bimbinvestment.com.my) for the list of licensed consultants.

### Branches of BIMB Investment Management Berhad

<b><u>JOHOR BAHRU</u></b> No 33B, Jalan Indah 15/2, Taman Bukit Indah, 79100 Nusajaya, Johor. Tel : 07-239 5608 Fax : 07-239 5609	<b><u>KELANTAN</u></b> PT 433 & 434 Jalan Padang Garong, 15000 Kota Bharu, Kelantan. Tel : 019-372 1996
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### Agency Offices

<b><u>KUANTAN</u></b> No 205, Tingkat 2, Bangunan Mahkota Square, Jalan Mahkota, 25000 Kuantan, Pahang. Tel : 019 - 976 2067	<b><u>QASHRINA AGENCY, MELAKA</u></b> SU 1447, Tingkat 1, Taman Masjid Tanah Ria Utama, 78300 Masjid Tanah, Melaka. Tel : 06 - 385 1076	<b><u>FAREED AGENCY, SELANGOR</u></b> No 19-1 Medan Bukit Indah 4, Taman Bukit Indah, 68000 Ampang, Selangor. Tel : 03 - 4295 7388
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Please refer to BANK ISLAM MALAYSIA BERHAD website at [www.bankislam.com.my](http://www.bankislam.com.my) for the list of its branches nationwide.



# BIMB INVESTMENT

A BANK ISLAM  
SUBSIDIARY

**BIMB Investment Management Berhad** (No. 276246-X)  
Level 19, Menara Bank Islam, No 22, Jalan Perak 50450 Kuala Lumpur

Tel : 03-2161 2524 / 03-2161 2924  
Fax : 03-2161 2464  
Toll Free : 1800 88 1196  
Email : [marketing.bimbinvest@bankislam.com.my](mailto:marketing.bimbinvest@bankislam.com.my)  
Web : [www.bimbinvestment.com.my](http://www.bimbinvestment.com.my)

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