

INFORMATION MEMORANDUM

Bank Islam Premier Fund (“BIPF”)

MANAGER	:	BIMB INVESTMENT MANAGEMENT BERHAD Registration No.: 199301021508 (276246-X)
TRUSTEE	:	DEUTSCHE TRUSTEES MALAYSIA BERHAD Registration No.: 200701005591 (763590-H)

This Information Memorandum is dated 17 November 2020

SOPHISTICATED INVESTORS ARE ADVISED TO READ THIS INFORMATION MEMORANDUM AND OBTAIN PROFESSIONAL ADVICE BEFORE SUBSCRIBING TO UNITS OF THE FUND.

THIS FUND IS OFFERED FOR SALE TO SOPHISTICATED INVESTORS ONLY. THIS FUND IS NOT OFFERED FOR SALE TO U.S. PERSON(S).

FOR INFORMATION CONCERNING CERTAIN RISK FACTORS WHICH SHOULD BE CONSIDERED BY PROSPECTIVE SOPHISTICATED INVESTORS, SEE "RISK FACTORS" COMMENCING ON PAGE 19.

Responsibility Statements

This Information Memorandum in respect of the Bank Islam Premier Fund 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.

Statements of Disclaimer

The Securities Commission Malaysia will not be liable for any non-disclosure on the part of BIMB Investment Management Berhad and takes no responsibility for the contents of this Information Memorandum, makes no representation as to its accuracy or completeness and expressly disclaims any liability whatsoever for any loss howsoever arising from, or in reliance upon the whole or any part of the content of this Information Memorandum.

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

Additional Statements

Sophisticated Investors are advised to read this Information Memorandum and obtain professional advice before subscribing to Units of the Bank Islam Premier Fund.

Sophisticated Investors should note that they may seek recourse under the *Capital Markets and Services Act 2007* for breaches of securities laws including any statement in the Information Memorandum that is false, misleading, or from which there is a material omission; or for any

misleading or deceptive act in relation to the Information Memorandum or the conduct of any other person in relation to the Fund.

The Bank Islam Premier Fund may only be offered for sale to Sophisticated Investors and investors must ensure that they are Sophisticated Investors before making an investment in the Bank Islam Premier Fund. In the event that the Manager becomes aware that a person who is not eligible to apply for Units is in fact holding Units, the Manager shall be deemed to have received a redemption request in respect of such Units on the Business Day following the day the Manager first became aware of the Unit Holder's ineligibility.

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). Accordingly, Sophisticated Investors may be required to certify that they are not U.S. Person(s) before making an investment in the Fund.

Additional Disclosures on Personal Information

Sophisticated Investors are advised to read and understand the full personal data or information related disclosures which will be given to you together with the application form before purchasing Units of the Fund. The said disclosures consist of, but is not limited to, BIMB Investment Management Berhad being entitled to transfer, release and disclose from time to time any information relating to the Unit Holders to any of BIMB Investment Management Berhad's parent company, subsidiaries, associate companies, affiliates, delegates, service providers and/or agents (including any outsourcing agents and/or data processors) for any purpose on the basis that the recipients shall continue to maintain the confidentiality of information disclosed as required by laws, regulations or directives, regulatory agency, government body or authority, or in relation to any legal action to any court.

BANK ISLAM PREMIER FUND HAS BEEN CERTIFIED AS SHARIAH-COMPLIANT BY THE SHARIAH ADVISER APPOINTED FOR THE FUND.

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1. GLOSSARY

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

“Arabesque”	Arabesque Asset Management Ltd.
“Assets of the Fund”	The Fund’s holdings, which may include Collective Investment Scheme(s), Islamic deposits and other permitted instruments.
“Bank Islam”	Bank Islam Malaysia Berhad.
“Base Currency”	Means the currency in which the Fund is denominated i.e. Ringgit Malaysia (RM).
“BIMB Investment” or “Company”	BIMB Investment Management Berhad (Registration No.: 199301021508 (276246-X)).
“Business Day”	A day on which Bursa Malaysia Securities Berhad is open for trading in securities.
“CMSA” or “the Act”	Capital Markets and Services Act 2007 as originally enacted and amended or modified from time to time.
“Collective Investment Scheme(s)”	refers to unit trust fund(s) and/or wholesale fund(s) that is/are managed by the Manager.
“Deed”	The deed in respect of the Fund and any other supplemental deed that may be entered into between the Manager and the Trustee.
“FIMM”	Federation of Investment Managers Malaysia.
“Forward Pricing”	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.
“Fund” or “BIPF”	Bank Islam Premier Fund.
“Initial Offer Period”	A period whereby Units will be offered at the Initial Offer Price.

“Initial Offer Price”	A fixed NAV per Unit offered to investors during the Initial Offer Period.
“Investment Committee”	The investment committee of the Fund who is responsible for formulating, implementing and monitoring the investment management strategies of the Fund in accordance with the investment objective of the Fund.
“LPD” or “Latest Practicable Date”	1 October 2020
“Medium to Long Term”	A period of 3 years and above.
“Net Asset Value” or “NAV”	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.
“NAV per Unit”	Net Asset Value of the Fund divided by the total number of Units in circulation at the valuation point.
“RM” or “Ringgit Malaysia”	The lawful currency of Malaysia.
“SAC”	The Shariah Advisory Council of the SC.
“SC” or “Securities Commission”	Securities Commission Malaysia.
“Shariah Adviser”	The Shariah adviser appointed by the Manager to advise on all aspects of the Fund in accordance with Shariah principles.
“Shariah”	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).
“Sophisticated Investors”	Means –

	<p>(a) an individual whose total net personal assets, or total net joint assets with his or her spouse, exceeds RM3 million or its equivalent in foreign currencies, excluding the value of the individual's primary residence;</p> <p>(b) an individual who has a gross annual income exceeding RM300,000 or its equivalent in foreign currencies per annum in the preceding 12 months;</p> <p>(c) an individual who, jointly with his or her spouse, has a gross annual income exceeding RM400,000 or its equivalent in foreign currencies per annum in the preceding 12 months;</p> <p>(d) a corporation with total net assets exceeding RM10 million or its equivalent in foreign currencies based on the last audited accounts;</p> <p>(e) a partnership with total net assets exceeding RM10 million or its equivalent in foreign currencies;</p> <p>(f) a company that is registered as a trust company under the Trust Companies Act 1949 which has assets under management exceeding RM10 million or its equivalent in foreign currencies;</p> <p>(g) a corporation that is a public company under the Companies Act 2016 which is approved by the SC to be a trustee under the CMSA and has assets under management exceeding RM10 million or its equivalent in foreign currencies;</p> <p>(h) a pension fund approved by the Director General of Inland Revenue under the Income</p>
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	<p>Tax Act 1967;</p> <p>(i) a statutory body established by an Act of Parliament or an enactment of any State;</p> <p>(j) Central Bank of Malaysia established under the Central Bank of Malaysia Act 2009;</p> <p>(k) a holder of a capital markets services licence;</p> <p>(l) an executive director or chief executive officer of a holder of a capital markets services licence;</p> <p>(m) a unit trust scheme or a prescribed investment scheme;</p> <p>(n) a closed-end fund approved by the SC;</p> <p>(o) a licensed bank as defined in the Financial Services Act 2013 or a licensed Islamic bank as defined in the Islamic Financial Services Act 2013;</p> <p>(p) a Labuan bank as defined under the Labuan Financial Services and Securities Act 2010;</p> <p>(q) a licensed insurer as defined in the Financial Services Act 2013;</p> <p>(r) an insurance licensee as defined in the Labuan Financial Services and Securities Act 2010;</p> <p>(s) a takaful licensee as defined in the Labuan Islamic Financial Services and Securities Act 2010;</p> <p>(t) a licensed takaful operator as defined in the Islamic Financial Services Act 2013;</p> <p>(u) a private retirement scheme as defined in the</p>
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	<p>CMSA; and</p> <p>(v) such other investor(s) as may be permitted by the Securities Commission from time to time and/or under the relevant guidelines for wholesale funds.</p>
“Special Resolution”	A resolution passed at a meeting of Unit Holders duly convened in accordance with the Deed 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” means three-fourths of the votes cast by the Unit Holders present and voting at the meeting in person or by proxy; for the purposes of terminating the Fund, “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.
“Sukuk”	Refers to certificates of equal value which evidence undivided ownership or investment in the assets using Shariah principles and concepts endorsed by the SAC.
“Information Memorandum”	Refers to this Information Memorandum for the Bank Islam Premier Fund.
“Trustee”	Deutsche Trustees Malaysia Berhad Registration No.: 200701005591 (763590-H).
“Unit” or “Units”	Units of the Fund.
“Unit Holder(s)”	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.
“US (United States)”	A citizen or resident of the United States of America, a partnership organized or existing under the laws of

Person”	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.
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2. CORPORATE DIRECTORY

MANAGER	BOARD OF DIRECTORS
<p>BIMB Investment Management Berhad Registration No.: 199301021508 (276246-X)</p> <p><u>Registered Office</u> Level 32, Menara Bank Islam, No. 22, Jalan Perak, 50450 Kuala Lumpur.</p> <p><u>Business Office</u> Level 19, Menara Bank Islam, No. 22, Jalan Perak, 50450 Kuala Lumpur.</p> <p>Tel : +603 2161 2524 / 2924 Fax : +603 2161 2464 Toll-free number: 1800-88-1196</p> <p>Website: www.bimbinvestment.com.my Email: marketing.bimbinvest@bankislam.com.my</p>	<ul style="list-style-type: none">• Mohamed Ridza Mohamed Abdulla (Chairman, 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) <p>SHARIAH ADVISER</p> <ul style="list-style-type: none">• Dr. Ahmad Shahbari @ Sobri bin Salamon (Chairman)• Assoc. Prof. Dr. Asmak binti Ab. Rahman (Committee Member)• Dr. Shamsiah binti Mohamad (Committee Member)

TRUSTEE

Deutsche Trustees Malaysia Berhad (Registration No.: 200701005591 (763590-H))

Level 20, Menara IMC,
8 Jalan Sultan Ismail,
50250 Kuala Lumpur.

Tel : +603 2053 7522
Fax : +603 2053 7526

Trustee's Delegate (Custodian)

**Deutsche Bank (Malaysia) Berhad
(Registration No.: 199401026871 (312552-W))**

Level 18-20, Menara IMC,
8 Jalan Sultan Ismail,
50250 Kuala Lumpur.

Tel : +603 2053 6788
Fax: +603 2031 8710

AUDITOR

**PricewaterhouseCoopers PLT
(LLP0014401-LCA & AF 1146)**

Level 10, 1 Sentral
Jalan Rakyat
Kuala Lumpur Sentral
50706 Kuala Lumpur

TAX ADVISER

KPMG Tax Services Sdn. Bhd

Level 10, KPMG Tower
8, First Avenue
Bandar Utama
47800 Petaling Jaya,
Selangor.

3. KEY DATA

This section summarized the salient information about the Fund. Investors should read and understand the whole Information Memorandum before making any investment decisions.

3.1 SUMMARY OF FUND INFORMATION

GENERAL INFORMATION ON THE FUND	
Name of Fund	Bank Islam Premier Fund (BIPF)
Fund Category	Shariah-Mixed Assets Fund (Wholesale)
Fund Type	Income and Growth
Financial Year End	31 st May
Initial Offer Price	RM 1.0000 per Unit
Initial Offer Period	<p>The offer period shall be for a period of not more than 45 calendar days from the date of Information Memorandum of the Fund.</p> <p>The Initial Offer period may be shortened in the event the Manager determines that it is in the best interest of the Unit Holders.</p>
Investment Objective	<p>The Fund seeks to provide Medium to Long Term return through capital appreciation and income distribution.</p> <p><i>Note:</i></p> <p><i>* Income distribution will be in the form of cash or additional Units.</i></p> <p><i>**The Fund is not a capital guaranteed fund or a capital protected fund.</i></p>

	<i>Any material changes to the investment objective would require Unit Holders' approval.</i>
Investment Policy and Strategy	<p>The Fund will be investing a maximum of 70% of the Fund's NAV in Collective Investment Scheme(s)* managed by the Manager and a minimum of 30% of the Fund's NAV will be placed in Bank Islam's investment account, Islamic deposits and money market instruments.</p> <p>*Restricted to BIMB-Arabesque fund(s) which is/are structured as feeder fund and/or Collective Investment Scheme(s)* that is/ are managed by the Manager and advised by Arabesque only.</p>
Distribution Policy	Subject to availability of income, the Fund will distribute income on a yearly basis.
Mode of Distribution	<p>Distribution of income to Unit Holders (if any), will be based on Units held on entitlement date via the following option: -</p> <ol style="list-style-type: none"> 1. Cash distribution will be credited into Unit Holder's bank account; or 2. Reinvestment for additional Units into the Unit Holder's account based on the NAV per Unit after the distribution (i.e.: ex-distribution price). <p>If no option is made on the mode of distribution in the application form by the Unit Holder, the income distribution will be automatically reinvested into additional Units according to the reinvestment method above.</p>

Asset Allocation	Percentage of Fund's NAV	Asset
	Maximum of 70%	Collective Investment Scheme(s)
	Minimum of 30%	Bank Islam's investment account, Islamic deposits and money market instruments.
	<p>The Manager will also maintain a sufficient level of cash or cash equivalent for liquidity purpose.</p> <p>The Manager may, in response to adverse market, economic, political and any other conditions, adopt a temporary defensive strategy by maintaining higher liquid assets/cash portions.</p>	
Benchmark	<p>Average return of 5% per annum over a period of 5 years.</p> <p><i>Note: The Fund will be measured against an absolute return benchmark of 5% per annum over a period of 5 years. This is not a guaranteed return and it is only a measurement of the Fund's performance. The Fund may or may not achieve 5% per annum growth rate in any particular financial year but targets to achieve this growth rate through a 5 years period.</i></p>	
Specific Risks Associated with Investing in the Fund	<ul style="list-style-type: none"> • Collective Investment Scheme Risk • Liquidity Risk • Country Risk • Currency Risk • Related Party Transaction Risk • Credit/Default Risk • Profit Rate Risk 	
Investor's Profile	<p>The Fund is suitable for Sophisticated Investors who are:</p>	

	<ul style="list-style-type: none"> • seeking potential regular income higher than Islamic deposits account; and • able to tolerate medium to high risk.
Risk Profile	Medium to high
The Manager / Management Company / Fund Manager	BIMB Investment Management Berhad (“BIMB Investment”) Registration No.: 199301021508 (276246-X)
Designated Fund Manager	Abd Razak Salimin
The Trustee	Deutsche Trustees Malaysia Berhad Registration No.: 200701005591 (763590-H)

3.2 FEES AND CHARGES

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

Charges	General Information
Sales Charge	Up to 2% of the NAV per Unit of the Fund.
Redemption Charge	Nil.

This table describes the fees that you may indirectly incur when you invest in the Fund.

Fee	General Information
Annual Management Fee	Up to 1.20% per annum of the NAV of the Fund.
Annual Trustee Fee	Up to 0.035% per annum of the NAV of the Fund.

The fees, charges and expenses quoted in this Information Memorandum 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.

3.3 INFORMATION ON TRANSACTION OF UNITS

Units Transaction	General Information
Minimum Initial Investment	RM30,000 or such other amount as may be determined by the Manager from time to time
Minimum Additional Investment	RM15,000 or such other amount as may be determined by the Manager from time to time
Minimum Units Held	15,000 Units or such other amount as may be determined by the Manager from time to time
Frequency and Minimum Units Redeem	No limit in relation to the frequency of Units redeemed. Minimum 15,000 Units or such other amount as may be determined by the Manager from time to time.
Cut off Time for Purchase Transaction	4.00 p.m. on a Business Day (or T Day). Any purchase application received after 4.00 p.m. will be considered to be received on the next Business Day.
Cut off Time for Redemption Transaction	4.00 p.m. on a Business Day (or T Day). Any redemption application received after 4.00 pm will be considered as received on the next Business Day.
Period of Payment of Redemption Proceeds	Within 7 business days after the redemption application is received and processed by the Manager on or before the cut off time.
Transfer Facility	Not applicable as transfer from one Unit Holder to another is prohibited for this Fund.
Switching Facility	Switching from this Fund into other funds managed by the Manager is not permitted.

3.4 OTHER INFORMATION

Deed(s) that govern the Fund	The Deed in respect of the Fund is dated 15 October 2020.
Avenue For Advice Available To Prospective Investors	<p>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 9.00 a.m. to 5.00 p.m.</p> <p>Enquiries can also be made at the nearest Bank Islam branches.</p>

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

Prospective Sophisticated Investor should read and understand the contents of this Information Memorandum and, if necessary, should consult their adviser(s).

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

The fees, charges and expenses quoted in this Information memorandum 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.

For information concerning certain risk factors that should be considered by prospective investors, see the "Risk Factors" commencing on page 19.

4. RISK FACTORS

4.1 GENERAL RISKS OF INVESTING IN THE FUND

The Fund is exposed to the following general risks:

- **Market Risk**

Market risk refers to the possibility that an investment will lose its value because of a general decline in financial/equity markets, due to economic, political and/or other factors, which will result in a decline in the Fund's NAV.

- **Loan/Financing Risk**

This risk occurs when investors take a loan/financing to finance their investment. The inherent risk of investing with borrowed/financed money includes the inability for investors to service the loan repayments/financing payments. In the event Units are used as collateral, an investor may be required to top-up the collateral if the prices of Units fall below a certain level due to market conditions. Failing which, the Units may be sold at a lower value towards settling the loan.

Other financing risk factors to consider include:

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

- **Manager's Risk**

This risk refers to the day-to-day management of the Fund by the Manager which will impact the performance of the Fund. For example, investment decisions undertaken by the Manager, as a result of an incorrect view of the market or any non-compliance with internal

policies, investment mandate, the Deed, relevant law or guidelines due to factors such as human error or weaknesses in operational process and systems, may adversely affect the performance of the Fund.

- **Shariah Non-Compliance Risk**

This risk refers to the risk that the currently held Shariah-compliant instruments in the Fund may be reclassified as Shariah non-compliant in the periodic review by the SAC Shariah screening methodology adopted by the Shariah Adviser.

If this occurs, the Manager will take the necessary steps to dispose such instruments. There may be opportunity loss to the Fund due to the Fund not being allowed to retain the excess capital gains derived from the disposal of the Shariah non-compliant instruments.

- **Operational risk**

This risk refers to the possibility of monetary loss or inconvenience due to the breakdown of the Manager's internal control and policies due to human error, system failure or fraud among Manager's employees. The Manager will regularly review its internal policies, systems capabilities and maintain strict segregation of duties in mitigating these risks.

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.

- **Collective Investment Scheme ("CIS") Risk**

Any adverse on the CIS which the Fund is investing in will impact the NAV of the Fund. For example, the CIS may underperform its benchmarks due to poor market conditions and as a result, the NAV of

the Fund will be adversely affected as the performance of the Fund is dependent on the performance of the CIS.

- **Liquidity Risk**

Liquidity risk refers to the ease of liquidating an asset depending on the asset's volume traded in the market. If the Fund holds assets that are illiquid, or are difficult to dispose of, the value of the Fund will be negatively affected when it has to sell such assets at unfavorable prices.

- **Country Risk**

Investments of the Fund in any countries may be affected by changes in the country's economic, social and political stability, restriction on currency repatriation or other developments in the law or regulations of the countries in which the Fund invests in. For example, the deteriorating economic condition of such countries may adversely affect the value of the investments undertaken by the Fund in those affected countries. This in turn may cause the NAV of the Fund or prices of Units to fall.

- **Currency Risk**

As the investments of the Fund may be denominated in currencies other than the Base Currency, any fluctuation in the exchange rate between the Base Currency and the currencies in which the investments are denominated may have an impact on the value of these investments. Investors should be aware that if the currencies in which the investments are denominated depreciate against the Base Currency, this will have an adverse effect on the NAV of the Fund in the Base Currency and vice versa.

Investors should note that any gains or losses arising from the fluctuation in the exchange rate may further increase or decrease the returns of the investment.

- **Related Party Transaction Risk**

The Fund may invest in BIMB Investment's CIS and may also have dealings with parties related to BIMB Investment.

It is the Manager's policy that all transactions with related parties are to be executed on terms which are best available to the Fund and which are not less favourable to the Fund than an arms-length transaction between independent parties.

- **Credit/Default Risk**

The risk arises when the issuer of a Sukuk or Islamic money market instrument is unable to service any periodic obligations, e.g. profit payments and/or pay the principal amount when due. In such cases, investors will suffer significant losses. This risk can be mitigated by credit analysis conducted by the Manager to determine the issuer's ability to service promised payments.

- **Profit Rate Risk**

Changes in the level of general profit rates may cause prices of Islamic money market instrument to change inversely. The Manager manages profit rate risk of Islamic money market instruments by considering their sensitivity to profit rate changes as measured by its duration.

Essentially, the investment of Fund has been structured such that it is confined to short-term instruments in order to mitigate the impact of fluctuations in profit rates on the performance of the Fund over the short- term.

4.3 SPECIFIC RISKS ASSOCIATED TO THE CIS IN WHICH THE FUND INVESTS

- **Equity Investment Risk**

The buying and selling of equities carry a number of risks. The value of equities investment depends on its earning potential, sound management and a myriad of other factors. Failure to achieve the expected earnings would result in declining equities value.

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. You are advised to read the risks associated with the Fund.

Investors are reminded that the above list of risks may not be exhaustive and if necessary, investors should consult your professional adviser(s) for a better understanding of the risks, if necessary.

If your investments are made through the distributor (i.e. the institutional unit trust adviser (“IUTA”) via a nominee system of ownership), you would not be deemed to be a Unit Holder under the Deed and as a result, you may not exercise all the rights ordinarily conferred to a Unit Holder (e.g. the right to call for Unit Holders’ meetings and the right to vote at a Unit Holders’ meeting).

5. INTRODUCTION TO SHARIAH-COMPLIANT WHOLESALE FUND

A Shariah-compliant wholesale fund is a form of investment scheme which provides a channel for Sophisticated Investors who share similar financial objectives to pool and invest their monies in a diversified Shariah-compliant portfolio of stocks, Sukuk and/or other securities.

A Shariah-compliant wholesale fund allows investors to have an indirect exposure to a broad mix of Shariah-compliant investment instruments and to benefit from better differential rate of returns without having to spend substantial time in researching, managing and safeguarding their investments in the dynamic capital or money market environments. Investors may enjoy all benefits generated by the wholesale fund including income distribution and capital appreciation from time to time.

How Does the Shariah-Compliant Wholesale Fund Work?

A Shariah-compliant wholesale fund involves three parties namely the investors, the manager and the trustee. This tripartite relationship is governed by the deed. It provides the rights and obligations of the manager, the role of the Shariah committee/ adviser, the rights and duties of the trustee and the rights of the investors. It also specifies in detail how the fund is to be operated and managed and how fees are to be charged. By investing in the fund, the investor appoints the manager to undertake the investment activities on their behalf under the Islamic contract of “*Wakalah Bil Istithmar*”. The manager of the fund 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 Shariah-compliant investments.

The fund will be strictly monitored by the Shariah adviser whose members are registered 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.

6. DETAILED INFORMATION OF THE FUND

6.1 FUND'S PROFILE

Name of Fund	Bank Islam Premier Fund (BIPF)
Category of Fund	Shariah Mixed Asset (Wholesale)
Type of Fund	Income and Growth
Risk Profile	Medium to High

6.2 INVESTOR'S PROFILE

The Fund is suitable for Sophisticated Investors who are:

- seeking potential regular income higher than Islamic deposits account; and
- able to tolerate medium to high risk.

6.3 INVESTMENT OBJECTIVE

The Fund seeks to provide Medium to Long Term return through capital appreciation and income distribution.

Note:

** Income distribution will be in the form of cash or additional Units.*

*** The Fund is not a capital guaranteed fund or a capital protected fund.*

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

6.4 INVESTMENT POLICY AND STRATEGY

The Fund will be investing a maximum of 70% of the Fund's NAV in CIS* managed by the Manager and a minimum of 30% of the Fund's NAV will be placed in Bank Islam's investment account, Islamic deposits and money market instruments.

Restricted to BIMB-Arabesque fund(s) which is/are structured as feeder fund and/or Collective Investment Scheme(s) that is/are managed by the Manager and advised by Arabesque only.

6.5 ASSET ALLOCATION

The Fund may invest:

% of Fund's NAV	Asset
Maximum of 70%	Collective Investment Scheme(s)
Minimum of 30%	Bank Islam's investment accounts, Islamic deposits and money market instruments

The Manager will also maintain a sufficient level of cash or cash equivalent for liquidity purpose.

The Manager may, in response to adverse market, economic, political and any other conditions, adopt a temporary defensive strategy by maintaining higher liquid asset/cash portions.

6.6 RISK MANAGEMENT

The Manager has in place proper risk management structures including:

- a. strict adherence to the Fund's investment objective, policies and strategies as stated in the Information Memorandum and Deed. The Trustee will provide oversight function to the Manager in relation to the Fund's investment objective, policies and strategies as stated in the Information Memorandum and Deed;
- b. conducting regular monitoring, as well as evaluation of market prices; valuation reports are generated daily to be reviewed by the Manager's designated compliance officer. The same report is then forwarded to the Trustee;
- c. reviewing and reporting compliance matters to the Investment Committee and to the management; the Manager's designated compliance officer will review and report compliance matters to the

Investment Committee, the senior management of the Manager and Shariah Adviser, where applicable, including notifying the board of directors;

- d. employing active and effective asset allocation strategy; asset allocation of the Fund is monitored and reviewed daily by the Manager to ensure that the investment objective of the Fund is adhered to; and
- e. practicing prudent liquidity management in a timely and cost effective manner.

6.7 BENCHMARK

The benchmark for the Fund is an average return of 5% per annum over a period of 5 years.

Note: The Fund will be measured against an absolute return benchmark of 5% per annum over a period of 5 years. This is not a guaranteed return and it is only a measurement of the Fund's performance. The Fund may or may not achieve 5% per annum growth rate in any particular financial year but targets to achieve this growth rate through a 5 years period.

6.8 PERMITTED INVESTMENTS

The Fund may invest in the following:

- Investment accounts;
- Money market instruments,
- Islamic deposits;
- Collective Investment Schemes; and
- Any other form of Shariah-compliant investment as may be agreed upon by the Manager and the Trustee from time to time.

6.9 INVESTMENT RESTRICTIONS AND LIMITS

The restrictions and investment limits for this Fund are as follows:

- a. The value of the Fund's holding in Collective Investment Schemes must not exceed 70% of the Fund's NAV; and
- b. The value of the Fund's holding in investment account, money market instruments and/or Islamic deposits must not be less than 30% of the Fund's NAV.

A 5% allowance in excess of any limit or restriction may be permitted where the limit or restriction is breached through the appreciation or depreciation of the NAV of the Fund (whether as a result of an appreciation or depreciation in the value of the investments or as a result of redemption of Units or payment made from the Fund).

The Manager will not make any further acquisitions to which the relevant limit is breached and the Manager should within a reasonable period of not more than 3 months from the date of the breach take all necessary steps and actions to rectify the breach.

- c. Where the Fund invests in Collective Investment Scheme(s) operated by the Manager, the Manager will ensure that:
 - i. there is no cross-holding between the Fund and the target collective investment scheme(s);
 - ii. all initial charges on the target Collective Investment Scheme(s) is waived; and
 - iii. the management fee must only be charged once, either at the Fund or the target Collective Investment Scheme(s).

6.10 VALUATION OF ASSETS

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

- i. Unlisted Islamic Collective Investment Schemes managed by the Manager will be valued based on the last published redemption price.

- ii. The value of any investment accounts and Islamic deposits placed with Bank Islam 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.

The methods of valuation are verified by the Trustee of the Fund.

6.11 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 4.00 p.m. on any Business Day, the Units would be created and/or cancelled based on the NAV per Unit at the end of that Business Day. Any request received after the cut off time will be considered to be received on the next Business Day.

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

6.12 POLICY ON GEARING AND MINIMUM LIQUID ASSETS REQUIREMENTS

The Fund is not permitted to obtain/borrow cash or other assets (including the borrowing of Shariah-compliant securities within the meaning of the Securities Borrowing and Lending Guidelines) in

connection with its activities. However, the Fund may obtain/borrow cash for the purpose of meeting redemption requests for Units and for short-term bridging requirements subject to the following:-

- a.** the Fund's cash financing/borrowing is only on a temporary basis and that financings/borrowings are not persistent;
- b.** the financing/borrowing period shall not exceed one (1) month;
- c.** the aggregate financings/borrowings of the Fund shall not exceed 10% of the Fund's NAV at the time the borrowing is incurred; and
- d.** the Fund may only obtain financing/borrow from financial institutions.

7. FEES, CHARGES AND EXPENSES

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

7.1 CHARGES DIRECTLY INCURRED

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

Sales Charge	Up to 2% of the NAV per Unit of the Fund.
Redemption Charge	Nil.
Transfer Fee	Not applicable as transfer from one Unit Holder to another is prohibited for this Fund.
Switching Fee	Not applicable as switching facility is not available for this Fund.

7.2 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) decimals places. The Manager will allocate Units in your account in two (2) decimal places. Your redemption value will also be in two (2) decimal points.

7.3 FEES INDIRECTLY INCURRED

This table describes the fees that you may **indirectly** incur when you invest in the Fund.

Type of Fees	Definition
<p>Annual Management Fee</p>	<p>The Fund pays an annual management fee of up to 1.20% per annum of the NAV to the Manager for managing the Fund. The management fee is calculated and accrued on a daily basis, payable monthly to the Manager.</p> <p><u>Illustration:</u></p> <p>For example, assume the NAV of the Fund is RM10 million. Then, the daily accrued management fee that is payable monthly to the Manager is:</p> <p>RM10 million x 1.20% x 1/365 = RM328.77 and</p> <p>Monthly amount payable to the Manager: RM328.77 x 30-days = RM9,863.01</p>
<p>Annual Trustee Fee</p>	<p>The Fund pays an annual trustee fee (inclusive of local custodian fee but excluding foreign sub-custodian fee) of up to 0.035% per annum of the NAV of the Fund.</p> <p>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.</p> <p>The trustee fee is calculated daily and paid monthly.</p> <p><u>Illustration:</u></p> <p>Assuming the NAV of the Fund is RM100 million throughout the month, and the trustee fee is 0.035% p.a., then, the daily accrued trustee fee would be:</p> <p>RM100 million x 0.035% x 1/365 = RM95.89 and</p>

	<p>Monthly amount that payable to the Trustee: $RM95.89 \times 30\text{-days} = RM2,876.71$.</p>
<p>Administrative Fee</p>	<p>Only the expenses (or parts thereof) which are directly related and necessary to the business of the Fund may be charged to the Fund. These would include (but are not limited to) the following:</p> <ol style="list-style-type: none"> a. Commissions or fees paid to brokers or dealers in effecting dealings in the Shariah-compliant 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 appointed for the Fund; 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

	<p>proposed Shariah-compliant investment of the Fund;</p> <ul style="list-style-type: none"> 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. 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; n. remuneration and out of pocket expenses of the independent members of the Investment Committee, unless the Manager decides otherwise; o. costs, fees and expenses incurred in connection with the printing and postage for
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	<p>the annual and quarterly reports, tax certificates, reinvestment statements and other services associated with the administration of the Fund;</p> <p>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;</p> <p>q. costs and expenses incurred in relation to the distribution of income (if any); and</p> <p>r. any tax now or hereafter imposed by law or required to be paid in connection with any costs, fees and expenses incurred under subparagraphs (a) to (q) above.</p>
Other Fee	Any applicable bank charges and other bank fees incurred as a result of purchasing or withdrawal of Units will be borne by the investor.

7.4 POLICY ON REBATES AND SOFT COMMISSION

Any stock broking rebates received by the Manager will be directed to the account of the Fund. Any soft commissions received from the brokers which are goods and services in the form of research and advisory services that assist in the decision-making process related to the Fund's investments and are of demonstrable benefit to Unit Holders, maybe retained by the Manager.

7.5 DISTRIBUTION POLICY AND MODE OF DISTRIBUTION

Subject to the availability of income, the Fund will distribute income on a yearly basis.

Distribution of income to Unit Holders (if any) will be based on Units held by the Unit Holder on entitlement date via the following options:

- a. Cash distribution will be credited into Unit Holder's bank account; or
- b. Reinvestment for additional Units into the Unit Holder's account based on the NAV per Unit after the distribution (i.e.: ex distribution price);

If no option is made on the mode of distribution in the application form by the Unit Holder, the income distribution will be automatically reinvested into additional Units according to the reinvestment method above.

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

8. TRANSACTION INFORMATION

8.1 DETERMINATION OF PRICES

8.1.1 Computation of NAV and NAV per Unit

Net Asset Value of the Fund is determined by deducting the value of the Fund's liabilities from the value of the Fund's assets, at the valuation point.

For illustration purposes, we assume the following for a particular day:-

Shariah-compliant investments of the Fund	= RM110,000,000.00
Other assets including cash	= RM50,000,000.00
Liabilities of the Fund	= RM30,000,000.00
Number of Units in circulation	= 100,000,000.00

The NAV of the Fund will be:-

	RM
Shariah-compliant investments	110,000,000.00
Add other assets	50,000,000.00
Total assets	160,000,000.00
Less:	
Liabilities	30,000,000.00
NAV (before deduction of management fee and trustee fee for the day)	130,000,000.00
Less:	
Management fee for the day (1.2% p.a. from the NAV)	4,273.97
Trustee fee for the day (0.035% p.a. from the NAV)	124.66
NAV	129,995,601.37

The NAV per Unit of the Fund will be:	<u>RM129,995,601.37</u> 100,000,000 = RM1.29999560137 = RM1.3000 (adjusted to 4 decimal places)
Please note that the NAV per Unit will be rounded up to four (4) decimal places for the purposes of publication of the NAV per Unit.	

8.1.2 Pricing of Units

The redemption and sale transactions will be executed on a Forward Pricing basis. Under the Forward Pricing basis:

- a. the sale of Units by the Manager to an investor will be executed at the NAV per Unit at the next valuation point after the purchase request from the investor is received by the Manager; and
- b. the redemption of Units by Manager from an investor will be executed at the NAV per Unit at the next valuation point after the sale/redemption request from the investor is received by Manager.

For the Fund, all transactions of Units by an investor on a Business Day will be based on the NAV at the next valuation point i.e. 4.00p.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 4.00p.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 4.00p.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.

8.1.3 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 of the Fund as at the next valuation point following an application to purchase or request to redeem Units of the Fund is received by the Manager.

8.1.4 Purchase of Units

- Units are offered in Ringgit Malaysia (RM). The minimum initial and subsequent entry are as follows:

Minimum Initial Investment	RM30,000
Minimum Additional Investment	RM15,000

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 13 “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.
- Application for Units must be received by us before the cut-off time of 4.00p.m. on any Business Day. Any purchase application received after 4.00p.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.

<u>Individual Investors</u>	<u>Corporate Investor</u>
<ul style="list-style-type: none"> • Master Application Form. • Certified true copy of identity card, birth certificate (if joint applicant is a minor) or passport. • Details of a foreign currency account for investments in currencies other than RM. • Proof of payment such as letter of bank / fund transfer or bank-in slip • For investment through distribution channels, kindly refer to the respective distribution channel for registration and payment procedures. 	<ul style="list-style-type: none"> • Master Application Form. • A certified true copy of <ul style="list-style-type: none"> ✓ the business registration certificate, memorandum & articles of association or constitution, ✓ form 49 or notice under section 58 of the Companies Act 2016, ✓ form 24 or return of the allotment under section 78 of the Companies Act 2016, ✓ form 44 or notice under section 46 of the Companies Act 2016, ✓ board resolution approving the investment in the Fund, ✓ list of authorised signatories and their specimen signatures; and. ✓ 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). • Details of a foreign currency

	<p>account for investments in currencies other than RM.</p> <ul style="list-style-type: none"> • Proof of payment such as letter of bank / fund transfer or bank-in slip • For investment through distribution channels, kindly refer to the respective distribution channel for registration and payment procedures.
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- Payment for purchase of Units can be made via:
 - a. Online through interbank GIRO (IBG) or Telegraphic Transfer to the respective class of Units accounts. Details of the accounts can be obtained from www.bimbinvestment.com.my
 - b. 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.

We illustrate here below the calculation of Unit purchased by Investor A, who invest RM30,000 into the Fund:-

Amount Invested	= RM 30,000
NAV per Unit	= RM 1.0000
Unit Credited to Investor's account	= 30,000 Units
Sales Charge per Unit	= NAV per Unit x sales charge (%) = RM 1.000 x 2.0% = RM0.02
Total Sales Charge incurred by Investor A	= Sales charge per Unit x Units credited to investor's account = RM0.02 x 30,000 Units = RM600
Total Amount Payable by Investor A	= Amount invested in the Fund + sales charge incurred = RM 30,000 + RM600 = RM 30,600

8.1.5 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 our authorised distributors.
- **Minimum Units Redeem**

Minimum Units Redeem	15,000 Units
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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 4.00p.m. on any Business Day (or “T” Day). The Manager will process the redemption request based on the NAV per Unit of the Fund for that Business Day. Any redemption request received by the Manager at or after 4.00p.m., the Manager will process the redemption request based on the NAV per Unit computed on the immediate following Business Day.

- **Period of Payment of Redemption Proceeds**

Unit Holders will be paid within seven (7) Business Days after the redemption application is received and processed by the Manager on or before the cut-off time.

- **Mode of Payment**

The redemption payment can only be made via online bank transfer.

- You may give us instructions in writing to transfer your redemption amount to your nominated bank account held in your own name or the first named Unit Holder (principal Unit Holder) if it is a 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.

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.

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

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

Computation no. 1 –

Redemption request by giving absolute ringgit total instruction

Redemption Amount Request	= RM 15,000
Redemption Charge	= 0%
NAV per Unit	= RM 1.000
Total Units to redeem	= Redemption Amount divided by NAV per Unit = RM 15,000 / RM 1.000 = 15,000 Units

Computation no. 2 –

Redemption request by giving total number of Units instruction

Redemption Units Request	= 15,000 Units
Redemption Charge	= 0%
NAV per Unit	= RM 1.000
Total Redemption Proceeds	= Units Redeemed x NAV per Unit = 15,000 Units x RM 1.000 = RM 15,000

8.1.6 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:

- a. 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;
- b. if there is an over valuation and/or pricing in relation to the redemption of Units, the Manager shall reimburse the Fund;
- c. 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
- d. 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 or where the total impact on an individual account is less than RM10.00 in absolute amount. This is because the reprocessing cost may be greater than the amount of the adjustment.

8.2 TRANSACTION DETAILS

8.2.1 Minimum Initial Investment

Minimum Initial Investment	RM30,000 or such amount as the Manager may from time to time decide.
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8.2.2 Minimum Additional Investment

Minimum Additional Investment	RM15,000 or such amount as the Manager may from time to time decide.
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8.2.3 Switching Facility

Switching from this Fund into other funds managed by the Manager is not permitted.

8.2.4 Transfer Facility

Not applicable as transfer from one Unit Holder to another is prohibited for this Fund.

8.2.5 Minimum Units Held

15,000 Units.

8.3 WHERE TO PURCHASE AND REDEEM

Units can be purchased and redeemed during normal business hours at the business office of BIMB Investment, at the nearest Bank Islam branches or any of our authorised IUTAs and/or unit trust consultants. Please refer to **Section 13: “Directory of Sales Offices”**.

For further information, please call our help-desk at 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 or visit our website at www.bimbinvestment.com.my

The Manager has the right to defer redemption if such request would adversely affect the Fund.

8.4 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.

9. CLIENT COMMUNICATION

a. 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.

b. 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 newspapers 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.

c. 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.

Statements to confirm and record transaction	The Manager will send computer-generated statements to Unit Holders on each transaction made confirming their transactions relating to
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	the Fund.
Monthly Statement of Investment	In addition, the monthly statement of the Fund's investment will be made available to the Unit Holders.
Quarterly and annual reports	<p>We will provide the Unit Holders with quarterly and annual reports of the Fund within two (2) months after the end of financial period/year of the Fund.</p> <p>We practice digital fund reporting hence the Fund's quarterly/annual report is made available on our website. Investors may view, store and download from our website www.bimbinvestment.com.my. The printed reports are available upon request.</p>

10. THE MANAGEMENT COMPANY

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 26 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 Investment 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 SHARIAH ADVISER

The process of product development, compliance and delivery is strictly overseen by the Shariah Adviser, which is made up of three (3) Muslim scholars (see table below for Shariah Adviser's profile) 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 fund 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, fund structure 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.

Profile of Shariah Adviser:-

Name	DR. AHMAD SHAHBARI @ SOBRI BIN SALAMON
Position	Chairman
Experience	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.
Qualifications	<ul style="list-style-type: none"> • PhD. Modern Middle Eastern History, New York University. • BA Shariah, Al-Azhar University

Name	ASSOC. PROF. DR. ASMAK BINTI AB. RAHMAN
Position	Committee Member
Experience	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.
Qualifications	<ul style="list-style-type: none"> • PhD. of Shariah, University of Malaya • Master of Shariah, University of Malaya • Bachelor of Shariah, University of Malaya

Name	DR. SHAMSIAH BINTI MOHAMAD
Position	Committee Member
Experience	Dr. Shamsiah is a member of the Shariah Supervisory Council of Bank Islam Malaysia Berhad, and she is a

	<p>registered Shariah Adviser (individual) with the Securities Commission.</p> <p>She served as the Senior Researcher for International Shariah Research Academy for Islamic Finance (ISRA) from May 2013 to April 2019. She also served as lecturer at Department of Fiqh and Usul at Academy of Islamic Studies at University of Malaya from 1999 until 2013. She is currently holding a post as a member of Shariah Advisory Council of Securities Commission Malaysia, and as a member Shariah Committee for several institutions; among others Bursa Malaysia, Association of Islamic Banking Institutions Malaysia (AIBIM), Lembaga Zakat Selangor, and Pertubuhan Peladang Kebangsaan.</p> <p>Prior to that, she served as a Shariah Advisor for several financial institutions and organizations. She has been appointed as the Shariah Committee Member of BIMB Investment on 4 May 2020.</p>
Qualifications	<ul style="list-style-type: none"> • PhD. in Foundation of Jurisprudence (Fiqh and Usul Fiqh), University of Jordan • Master of Shariah, University of Malaya • Bachelor of Shariah, University of Malaya

10.4 INVESTMENT TEAM

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

Name	ABD RAZAK SALIMIN
Position	Head of Investment
Experience	He joined BIMB Investment Management Berhad in

	<p>May 2019 and was formerly an equity fund manager with Permodalan Nasional Berhad. He has more than ten years experience in investment management and research. He is responsible for leading and managing the Investment Department, overseeing domestic and global equities, sukuk and Islamic money market investments.</p> <p>He is the designated fund manager for BIMB Arabesque <i>i</i> Global Dividend Fund 1, BIMB-Arabesque Asia Pacific Shariah-ESG Equity Fund BIMB-Arabesque Malaysia Shariah-ESG Equity Fund and Bank Islam Premier Fund.</p>
Qualifications	<ul style="list-style-type: none"> • Chartered Financial Analyst (CFA), • Financial Risk Manager (FRM) • Bachelor of Mathematics, Operational Research, Statistics and Economics (MORSE), University of Warwick, United Kingdom • Holder of SC's Capital Markets Services Representative's License (CMSRL).

Name	THONG YONG LING, STANLEY
Position	Manager
Experience	<p>He joined BIMB Investment as a fund manager in 2012. He has more than 10 years of working experience in equity research and investment. He was 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.</p> <p>He is the designated fund manager for BIMB Dana Al-Munsif, BIMB <i>i</i> Flexi Fund, BIMB <i>i</i> Growth Fund, BIMB <i>i</i>-Tactical Fund (formerly known as BIMB <i>i</i></p>

	Dividend Fund) and BIMB Dana Al-Falah.
Qualifications	<ul style="list-style-type: none"> • Masters of Commerce, Macquarie University, Australia • Bachelor of Business Administration, National Cheng Chi University, Taiwan • Holder of SC's Capital Markets Services Representative's License (CMSRL).

Name	AHMAD RIZAL UJANG
Position	Manager
Experience	<p>He joined BIMB Investment in January 2017 and previously worked in BIMB Investment from 2011 to 2014. He has more than 10 years of working experience in Islamic money market and fixed income investment. He was attached to i-VCAP Management Sdn Bhd, MNRB Holdings Berhad and Syarikat Takaful Malaysia Berhad.</p> <p>He is the designated fund manager for BIMB Dana Al-Fakhim, BIMB ESG Sukuk Fund and BIMB Shariah IncomePlus Fund.</p>
Qualifications	<ul style="list-style-type: none"> • Master of Finance, Curtin University of Technology, Australia • Holder of SC's Capital Markets Services Representative's License (CMSRL)

11. THE TRUSTEE – DEUTSCHE TRUSTEES MALAYSIA BERHAD

About Deutsche Trustees Malaysia Berhad

Deutsche Trustees Malaysia Berhad (“DTMB”), Company No. 200701005591 (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 LPD, DTMB is the trustee for 181 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.

Roles, 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.

Material Litigation and Arbitration

As at LPD, neither the Trustee nor its delegate is (a) engaged in any material litigation and arbitration, including those pending or threatened, nor (b) aware of any facts likely to give rise to any proceedings which might materially affect the business/financial position of the trustee and any of its delegate.

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, 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 SC Guidelines and other applicable laws; and
- (3) where the Trustee has delegated its custodian functions for the Fund to Deutsche Bank Malaysia Berhad.

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

While the Trustee 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 do not preclude the possibility of related party transactions or conflicts.

12. SALIENT TERMS OF DEED

12.1 UNIT HOLDER'S RIGHTS

- a. 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.
- b. No Unit Holder shall be entitled to require the transfer to him of any of the Assets of the Fund or be entitled to interfere with or question the exercise by the Trustee, or the Manager on its behalf, of the rights of the Trustee as the registered owner of such assets.
- c. 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.
- d. Unit Holder shall have the right to receive annual and quarterly 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 TERMINATION OF THE FUND

The Fund may be terminated or wound up when a Special Resolution is passed at a Unit Holders' meeting to terminate or wind up the Fund.

12.4 MEETING OF UNIT HOLDERS

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

- (a) sending by post to each Unit Holder at his last known address or, in the case of jointholders, to the jointholder whose name stands first in the records of the Manager, to the jointholder's last known address at least seven (7) days before the date of the proposed meeting a notice of the proposed meeting to all the 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.

Prospective Unit Holders should read and understand the contents of this Information Memorandum and, if necessary, should consult your adviser(s).

13. DIRECTORY OF SALES OFFICE

- **Branches of BIMB Investment Management Berhad**

<u>JOHOR BAHRU</u>	<u>KELANTAN</u>
No 33B, Jalan Indah 15/2 Taman Bukit Indah 79100 Nusajaya Johor.	PT 433 & 434 Jalan Padang Garong 15000 Kota Bharu Kelantan.
Tel : +607 239 5608 Fax : +607 239 5609	Tel : +6019 372 1996

- Please refer to BIMB Investment's website at www.bimbinvestment.com.my for the list of licensed consultants.
- Please refer to BANK ISLAM MALAYSIA BERHAD website at www.bankislam.com.my for the list of its branches nationwide.

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