

# INFORMATION MEMORANDUM BIMB One-Year Shariah Income Fund 3 (“BOSIF 3”)



**MANAGER** : BIMB INVESTMENT MANAGEMENT BERHAD 199301021508 (276246-X)  
**TRUSTEE** : MAYBANK TRUSTEES BERHAD 196301000109 (5004-P)

This Information Memorandum is dated 23 August 2021.

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).

UNITS WILL BE OFFERED TO SOPHISTICATED INVESTORS FROM 23 AUGUST 2021.  
NO UNITS WILL BE ISSUED OR SOLD AFTER THE OFFER PERIOD.

FOR INFORMATION CONCERNING CERTAIN RISK FACTORS WHICH SHOULD BE CONSIDERED BY PROSPECTIVE SOPHISTICATED INVESTORS, SEE “RISK FACTORS” COMMENCING ON PAGE 24.

## **Responsibility Statements**

This Information Memorandum in respect of the BIMB One-Year Shariah Income Fund 3 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 BIMB One-Year Shariah Income Fund 3.

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 BIMB One-Year Shariah Income Fund 3 may only be offered for sale to Sophisticated Investors and investors must ensure that they are Sophisticated Investors before making an investment in the BIMB One-Year Shariah Income Fund 3. 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.

**BIMB ONE-YEAR SHARIAH INCOME FUND 3 HAS BEEN CERTIFIED AS SHARIAH-COMPLIANT BY THE SHARIAH ADVISERS APPOINTED FOR THE FUND.**

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## 1. GLOSSARY

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

<b>BIMB Investment, the Manager, we</b>	BIMB Investment Management Berhad (Registration No.: 199301021508 (276246-X)).
<b>BNM</b>	Bank Negara Malaysia.
<b>Business Day</b>	A day on which Bursa Malaysia Securities Berhad is open for trading in securities.
<b>CMSA</b>	Capital Markets and Services Act 2007 as originally enacted and amended or modified from time to time.
<b>CIS</b>	Refers to unit trust fund(s) and/or wholesale fund(s) that is/are registered and/or lodged with the SC.
<b>Commencement Date</b>	<p>Means the date on which investments of the Fund may be made and is a date within seven (7) Business Days after the expiry of the Offer Period.</p> <p>Note: The Manager reserves the right not to commence investments for the Fund on the Commencement Date in the event that the fund size is below such amount as the Manager and the Trustee may jointly deem it to be uneconomical to proceed with the Fund. In such case, the Manager shall return the subscription amount to the Unit Holders together with the sales charge.</p>
<b>CTOS Basis Credit Rating</b>	<p>CTOS Basis Credit Rating is a balanced scorecard generated by CTOS Data Systems Sdn Bhd (CTOS), which takes into consideration both financial and non-financial factors for effective credit and risk assessment. It includes both macro and micro analysis.</p> <p>Detailed information on CTOS SME Score can be found at</p> <p><a href="https://ctosbasis.com.my/creditinfo/basis-credit-rating-rating-methodology/">https://ctosbasis.com.my/creditinfo/basis-credit-rating-rating-methodology/</a>.</p>

<b>CTOS SME Score</b>	<p>Refers to a scoring system by CTOS Data Systems Sdn Bhd (CTOS), a credit reporting agency under the purview of the Registrar Office of Credit Reporting Agencies, Ministry of Finance and regulated under the Credit Reporting Agencies Act 2010.</p> <p>Detailed information on CTOS SME Score can be found at  <a href="https://ctoscredit.com.my/business/evaluate-new-customer/ctos-sme-score/">https://ctoscredit.com.my/business/evaluate-new-customer/ctos-sme-score/</a>.</p>
<b>Deed</b>	<p>The deed in respect of the Fund and any other supplemental deed that may be entered into between the Manager and the Trustee.</p>
<b>EXPERIAN i-SCORE</b>	<p>Refers to a scoring system by Experian Information Services (Malaysia) Sdn. Bhd., formerly RAM Credit Information Sdn. Bhd. (RAMCI), a credit reporting agency under the purview of the Registrar Office of Credit Reporting Agencies, Ministry of Finance and regulated under the Credit Reporting Agencies Act 2010.</p> <p>Detailed information on EXPERIAN i-SCORE can be found at  <a href="https://creditinfo.experian.com.my/credit-rating-credit-scoring/">https://creditinfo.experian.com.my/credit-rating-credit-scoring/</a>.</p>
<b>FIMM</b>	<p>Federation of Investment Managers Malaysia.</p>
<b>Financial Institution(s)</b>	<p>Means:</p> <p>(a) if the institution is in Malaysia-</p> <ul style="list-style-type: none"> <li>(i) licensed bank;</li> <li>(ii) licensed investment bank;</li> <li>(iii) licensed Islamic bank; or</li> <li>(iv) development financial institution;</li> </ul> <p>(b) if the institution is outside Malaysia, any institution that is licensed, registered, approved or authorised by the relevant banking regulator to provide financial services.</p>
<b>Fund</b>	<p>BIMB One-Year Shariah Income Fund 3.</p>

<b>Information Memorandum</b>	Refers to this Information Memorandum for the BIMB One-Year Shariah Income Fund 3.
<b>Investment Committee</b>	<p>An investment committee is made up of independent persons who are free of any relationship with the management company, or a controlling shareholder of the management company that would otherwise interfere with the member's exercise of independent judgement.</p> <p>An investment committee must ensure that the Fund is managed in accordance with–</p> <ul style="list-style-type: none"> <li>(a) the Fund's investment objective;</li> <li>(b) the Deed;</li> <li>(c) this Information Memorandum; and</li> <li>(d) the internal investment restrictions and policies</li> </ul> <p>An investment committee's roles and responsibilities include the following:</p> <ul style="list-style-type: none"> <li>a. select appropriate strategies to achieve the proper performance of the Fund in accordance with the Fund management policies;</li> <li>b. ensure that the strategies selected are properly and efficiently implemented by the Manager; and</li> <li>c. actively monitor, measure and evaluate the fund management performance of the Manager.</li> </ul>
<b>Islamic Investment Note</b>	<p>Means any contract, agreement, note or other document evidencing undivided ownership or investment in any assets in compliance with Shariah principles endorsed by SAC, and is executed or offered, on or through an electronic platform, where an investor expects a financial return but does not include:</p> <ul style="list-style-type: none"> <li>a. any right, option or interest in respect of such contract, agreement, note or other</li> </ul>



	<p>document;</p> <p>b. a cheque, banker's draft or any other bill of exchange or a letter of credit;</p> <p>c. a banknote, guarantee or a takaful policy; or</p> <p>d. a statement, passbook or other document showing any balance in a current deposit or saving account.</p>
<b>IUTA</b>	Institutional Unit Trust Scheme Adviser which is a corporation registered with the FIMM and authorised to market and distribute unit trust schemes of another party.
<b>LPD</b>	11 August 2021
<b>Maturity Date</b>	A date which falls on the first (1 <sup>st</sup> ) anniversary of the Commencement Date. If that date does not fall on a Business Day, it shall be the following Business Day.
<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.
<b>NAV per Unit</b>	NAV of the Fund divided by the total number of Units in circulation at the valuation point.
<b>Offer Period</b>	A period of up to forty-five (45) calendar days commencing from the date of this Information Memorandum.
<b>Offer Price</b>	RM1.0000 per Unit during the Offer Period.
<b>RM or Ringgit Malaysia</b>	The lawful currency of Malaysia.
<b>SAC</b>	The Shariah Advisory Council of the SC.
<b>SC</b>	Securities Commission Malaysia.
<b>Shariah Advisers</b>	The Shariah advisers appointed by the Manager to advise on all aspects of the Fund in accordance with Shariah principles.
<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 ruling of the divine law on matters whose revelations are not explicit).
<b>Sophisticated Investors</b>	<p>Means –</p> <ul style="list-style-type: none"> <li>(a) a unit trust scheme, private retirement scheme or prescribed investment scheme;</li> <li>(b) BNM;</li> <li>(c) a licensed person or a registered person;</li> <li>(d) an exchange holding company, a stock exchange, a derivatives exchange, an approved clearing house, a central depository or a recognized market operator;</li> <li>(e) a corporation that is licensed, registered or approved to carry on any regulated activity or capital market services by an authority in Labuan or outside Malaysia which exercises functions corresponding to the functions of the SC;</li> <li>(f) a bank licensee or an insurance licensee as defined under the Labuan Financial Services and Securities Act 2010;</li> <li>(g) an Islamic bank licensee or a takaful licensee as defined under the Labuan Islamic Financial Services and Securities Act 2010;</li> <li>(h) a chief executive officer or a director of any person referred to in paragraphs (c) to (g);</li> <li>(i) a closed-ended fund approved by the SC;</li> <li>(j) a company that is registered as a trust company under the Trust Companies Act 1949 and has assets under its management exceeding RM10 million or its equivalent in</li> </ul>

	<p>foreign currencies;</p> <p>(k) a corporation that –</p> <p style="padding-left: 40px;">(i) 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 its management, exceeding RM10 million or its equivalent in foreign currencies;</p> <p style="padding-left: 40px;">(ii) is carrying on the regulated activity of fund management solely for the benefit of its related corporations and has assets under its management exceeding RM10 million or its equivalent in foreign currencies;</p> <p>(l) a corporation with total net assets exceeding RM10 million or its equivalent in foreign currencies based on the last audited accounts;</p> <p>(m) a partnership with total net assets exceeding RM10 million or its equivalent in foreign currencies;</p> <p>(n) a statutory body established under any laws unless otherwise determined by the SC;</p> <p>(o) a pension fund approved by the Director General of Inland Revenue under the Income Tax Act 1967;</p> <p>(p) an individual –</p> <p style="padding-left: 40px;">(i) whose total net personal assets, or total net joint assets with his or her spouse, exceeding RM3 million or its equivalent in foreign currencies, excluding the value of the individual's primary residence;</p>
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	<p>(ii) who has a gross annual income exceeding RM300,000 or its equivalent in foreign currencies in the preceding twelve months;</p> <p>(iii) who jointly with his or her spouse, has a gross annual income exceeding RM400,000 or its equivalent in foreign currencies in the preceding twelve months; or</p> <p>(iv) whose total net personal investment portfolio or total net joint investment portfolio with his or her spouse, in any capital market products exceeding RM1 million or its equivalent in foreign currencies; and</p> <p>(q) such other investor(s) as may be permitted by the SC from time to time and/or under the relevant guidelines for wholesale funds.</p>
<b>Special Resolution</b>	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.
<b>Trustee</b>	Maybank Trustees Berhad (Registration No.: 196301000109 (5004-P)).
<b>Unit(s)</b>	Unit(s) of the Fund.
<b>Unit Holder(s),</b>	The person(s) registered as holder(s) of a Unit or

<b>you</b>	Units of the Fund including person(s) jointly registered and whose name appears in the register of Unit Holders.
<b>U.S. (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

<b>MANAGER</b>	<b>BOARD OF DIRECTORS</b>
<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: <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>	<ul style="list-style-type: none"><li>• Mohamed Ridza bin Mohamed Abdulla (Chairman, Non-Executive Independent Director)</li><li>• Dato' Ghazali bin Awang (Non-Executive Independent Director)</li><li>• Datin Maznah binti Mahbob (Non-Executive Independent Director)</li><li>• Dr. Mohd Hatta bin Dagap (Non-Executive Independent Director)</li><li>• Azizan bin Abd Aziz (Non-Executive Non-Independent Director)</li><li>• Najmuddin bin Mohd Lutfi (Chief Executive Officer)</li></ul> <p><b>SHARIAH ADVISERS</b></p> <ul style="list-style-type: none"><li>• Dr. Ahmad Shahbari @ Sobri bin Salamon (Chairman)</li><li>• Assoc. Prof. Dr. Asmak binti Ab. Rahman (Committee Member)</li><li>• Dr. Shamsiah binti Mohamad (Committee Member)</li></ul>

**TRUSTEE**

**Maybank Trustees Berhad  
(Registration No.:  
196301000109 (5004-P))**

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Fax: +603 2070 9387

**Trustee's Delegate (Custodian)**

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K) 8<sup>th</sup> Floor, Menara Maybank  
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**AUDITOR**

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

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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. DETAILED INFORMATION OF THE FUND

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Investors should read and understand the whole Information Memorandum before making any investment decisions.

#### 3.1 Fund Information

<b>Name of Fund</b>	BIMB One-Year Shariah Income Fund 3
<b>Fund Category</b>	1-year close-ended Islamic fixed income fund (Wholesale)
<b>Fund Type</b>	Income
<b>Fund's Risk Profile</b>	Moderate
<b>Base Currency of the Fund</b>	RM
<b>Offer Price</b>	RM 1.0000 per Unit
<b>Offer Period</b>	<p>The offer period shall be for a period of up to 45 calendar days from the date of this Information Memorandum.</p> <p>The Offer Period may be shortened in the event the Manager determines that it is in the best interest of the Unit Holders.</p> <p>No Units will be available for sale after the Offer Period.</p> <p>The Manager reserves the right not to commence investments for the Fund on the Commencement Date in the event that the fund size is below such amount as the Manager and the Trustee may jointly deem it to be uneconomical to proceed with the Fund. In such case, the Manager shall return the subscription amount to the Unit Holders together with the sales charge.</p>
<b>Tenure, Maturity</b>	The Fund has a fixed tenure/maturity of twelve (12 <sup>th</sup> ) month from the Commencement Date.
<b>Investment</b>	The Fund aims to provide income to Sophisticated



<b>Objective</b>	<p>Investors through investment in Islamic Investment Notes and/or Islamic fixed income securities or instruments.</p> <p><b><i>Note: Any material change to the investment objective would require Unit Holders' approval.</i></b></p>
<b>Investment Policy and Strategy</b>	<p>The Fund seeks to achieve its objective by investing up to 98% of its NAV in Islamic Investment Notes and/or Islamic fixed income securities or instruments issued or guaranteed by Malaysian government or BNM and/or Islamic fixed income securities or instruments issued by Financial Institutions and corporations in Malaysia which are acceptable to the Shariah Advisers.</p> <p>For Islamic Investment Notes, we would only invest in issuances by issuers that are rated or having a score of Excellent, Very Good or Good by CTOS SME Score or AA, A, BB, B or C by CTOS Basis Credit Rating or Strong or Good by EXPERIAN i-SCORE (or its equivalent rating by any other Credit Reporting Agency under the purview of the Registrar Office of Credit Reporting Agencies, Ministry of Finance and regulated under the Credit Reporting Agencies Act 2010) or where the issuer is a supplier or contractor whose ultimate paymaster is the Malaysian government (including state government), its bodies and agencies or government linked company (GLCs) or its subsidiaries or where the issuer is a supplier or contractor whose ultimate paymaster is a Bond or Sukuk Issuer that is rated or having a rating of A to AAA (RAM Long Term Rating) or P2 to P1 (RAM Short Term Rating) or rating of A- to AAA (MARC Long Term Rating) or MARC-2 to MARC-1 (MARC Short Term Rating).</p>

	<p>The value of the Fund's holding in Islamic Investment Notes issued by any issuer and any group of companies must not exceed 15% of the Fund's NAV.</p> <p>The remainder of the Fund's NAV will be invested in Islamic liquid instruments that include Islamic money market instruments, Islamic deposits in Financial Institutions and Islamic CIS investing in Islamic fixed income securities or instruments and money market instruments, and Islamic deposits in Malaysia which are issued by Financial Institutions and acceptable to the Shariah Advisers.</p>	
<p><b>Asset Allocation</b></p>	<p>Up to 98% of the Fund's NAV</p>	<p>Islamic Investment Notes and/or Islamic fixed income securities or instruments.</p>
	<p>Minimum 2% of the Fund's NAV</p>	<p>Islamic liquid instruments.</p>

<p><b>Permitted Investments</b></p>	<ul style="list-style-type: none"> <li>• Islamic Investment Notes;</li> <li>• Islamic fixed income securities or instruments issued or guaranteed by the Malaysian government or BNM;</li> <li>• Islamic fixed income securities or instruments issued by Financial Institutions and corporations in Malaysia and Islamic CIS investing in Islamic fixed income securities or instruments issued by Financial Institutions and corporations in Malaysia;</li> <li>• Islamic liquid instruments that include Islamic money market instruments, Islamic deposits in Financial Institutions and Islamic CIS investing in money market instruments and Islamic deposits in Malaysia; and</li> <li>• any other form of Shariah-compliant investments as may be determined by the Manager from time to time that is in line with the Fund's objective provided that such investments are not prohibited by the relevant authorities or any relevant law.</li> </ul>
<p><b>Investment Restrictions and Limits</b></p>	<ul style="list-style-type: none"> <li>• The value of the Fund's holding in Islamic Investment Notes issued by any issuer and any group of companies must not exceed 15% of the Fund's NAV;</li> <li>• the value of the Fund's holding in Islamic Investment Notes and/or Islamic fixed income securities or instruments issued or guaranteed by Malaysian government or BNM and/or Islamic fixed income securities or instruments issued by Financial Institutions and corporations in Malaysia which are acceptable to the Shariah Advisers must not exceed 98%</li> </ul>

	<p>of the NAV of the Fund;</p> <ul style="list-style-type: none"> <li>• the value of the Fund’s holding in Islamic liquid instruments that includes Islamic money market instruments, Islamic deposits in Financial Institutions and Islamic CIS investing in money market instruments and deposits in Malaysia must not be less than 2% of the NAV of the Fund;</li> <li>• where the Fund invests in Islamic CIS operated by the Manager, the Manager will ensure that: <ul style="list-style-type: none"> <li>i. there is no cross-holding between the Fund and the target Islamic CIS;</li> <li>ii. all initial charges on the target Islamic CIS are waived; and</li> <li>iii. the management fee must only be charged once, either at the Fund or the target Islamic CIS.</li> </ul> </li> </ul>
<b>Benchmark</b>	<p>Bank Islam’s 1-Year Term-Deposit-<i>i</i> (Tawarruq)</p> <p><i>Source: <a href="http://www.bankislam.com.my">www.bankislam.com.my</a></i></p>
<b>Performance Fee</b>	<p>The Manager will earn a 20% performance fee on the total income and / or profit earned and realised over and above a net return of 5.00% p.a. throughout the investment period of the Fund.</p> <p>Before the Manager is eligible for a performance fee, the Fund’s performance has to exceed a minimum net return of 5.00% p.a.</p>
<b>Risk Factor</b>	<p>Please refer to “Chapter 4: Risk Factors” for detailed risk information.</p>

### 3.2 Calculation of Total Return of the Fund

Below is an example of calculation of the total return of the Fund at the prevailing NAV per Unit:

$$\text{Total return of the Fund} = [(\text{Price return} \times \text{Series of income return}) - 1] \times 100$$

Price return	= NAV per Unit on a Business Day – Offer Price
Income return	= $\frac{\text{Gross distribution within the period}}{\text{NAV per Unit on ex-distribution date}}$

Assuming the Fund commenced on 1 September 2021 and the Fund declares four (4) distribution as follows:

- On 30 November 2021, gross distribution of one (1) sen paid out. NAV per Unit for that day was RM1.0100\*
- On 28 February 2022, gross distribution of two (2) sen paid out. NAV per Unit for that day was RM1.0200\*
- On 31 May 2022, gross distribution of two (2) sen paid out. NAV per Unit for that day was RM1.0300\*
- On 31 August 2022, gross distribution of two (2) sen paid out. NAV per Unit for that day was RM1.0000\*

Therefore,

$$\begin{aligned} &\text{Income return for distribution paid on 30 November 2021} \\ &= (\text{RM}0.0100 / \text{RM}1.0100^*) + 1 \\ &= \text{RM}1.0099 \end{aligned}$$

$$\begin{aligned} &\text{Income return for distribution paid on 28 February 2022} \\ &= (\text{RM}0.0200 / \text{RM}1.0200^*) + 1 \\ &= \text{RM}1.0196 \end{aligned}$$

$$\begin{aligned} &\text{Income return for distribution paid on 31 May 2022} \\ &= (\text{RM}0.0200 / \text{RM}1.0300^*) + 1 \\ &= \text{RM}1.0194 \end{aligned}$$

Income return for distribution paid on 31 August 2022  
 = (RM0.0200 / RM1.0000\*) + 1  
 = RM1.0200

Offer Price = RM1.0000  
 NAV per Unit on 30 June 2022 = RM1.0000

Price return paid on 31 August 2022  
 = [(RM1.0000 – RM1.0000) / RM1.0000] + 1  
 = RM1.0000

Hence, total return of the Fund on 31 August 2022  
 = [(Price return x Series of income return) – 1] x 100  
 = [(RM1.0000 x RM1.0099 x RM1.0196 x RM1.0194 x RM1.0200) – 1]  
 x 100  
 = 7.06%

*\*Ex-distribution*

### 3.3 Investor's Profile

The Fund is primarily suitable for Sophisticated Investors:

- who have 1-year investment horizon;
- with moderate risk tolerance;
- who are seeking returns from the income distribution from an Islamic Investment Notes and/or Islamic fixed income securities or instruments portfolio.

### 3.4 Other Information

<p><b>Income Distribution Policy</b></p>	<p>Income, if any, will be distributed quarterly or such other frequency as may be determined by the Manager from time to time.</p> <p>Note: Income distribution (if any) will be in the form of cash.</p>
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<b>Deed(s) that govern the Fund</b>	The Deed in respect of the Fund is dated 9 August 2021.
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## 4. RISK FACTORS

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### 4.1 General Risks of Investing in the Fund

- **Market Risk**

This 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.

- **Operational Risk**

This risk refers to the day-to-day management of the Fund by the Manager that 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 refers to the risk of the Fund not conforming to Shariah guidelines due to investment in Shariah non-compliant instrument or reclassification of Shariah status.

In the event that the Manager is required to rectify any Shariah non-compliance by disposing the related instrument, any losses from disposal due to investment in Shariah non-compliant instrument will be borne by the Manager whereas any losses from disposal due to reclassification of Shariah status will be borne by the Fund. In any circumstances, any gains received from disposal shall be channelled to *baitulmal* and/or charitable bodies as approved by the Shariah Advisers.



## 4.2 Specific Risks Associated with Investing in the Fund

- **Credit/Default Risk**

Credit risk relates to the creditworthiness of the issuers of the Islamic Investment Notes or Islamic fixed income instruments and their expected ability to make timely payment of profit and/or principal. Any adverse situations faced by the issuer may impact the value as well as liquidity of the Islamic Investment Notes or Islamic fixed income instruments. In the case of rated Islamic fixed income instruments, this may lead to a credit downgrade.

Default risk relates to the risk that an issuer of an Islamic Investment Notes/Islamic fixed income instrument either defaulting on payments or failing to make payments in a timely manner which will in turn adversely affect the value of the Islamic Investment Notes/Islamic fixed income instruments. This could adversely affect the value of the Fund.

The Fund may invest in Islamic Investment Notes/ Islamic fixed income instruments that are unrated.

The Manager seeks to minimise this risk by adopting the following measures:

- conduct thorough credit analysis prior to any investment;
- invest only in issues with high credit rating as stipulated in investment mandate;
- diversify our portfolio by investing in different issuers, within the Fund's investment limits.

- **Liquidity Risk**

This risk refers to the risk that security or instrument invested cannot be transacted in timely manner.

This can occur when trading volume for the security or instrument is low and/or when there is lack of demand for the security or instrument. For Islamic Investment Note that the Fund subscribed, there is no existing secondary market to trade or transact Islamic Investment Note(s).

- **Counterparty Risk**

This risk refers to any Financial Institutions that the Fund may deal with, under certain circumstances, fail to perform their obligations when due. This will result in the Fund to experience significant losses. 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 favorable to the Fund than an arms-length transaction between independent parties.

- **Profit Rate Risk**

This risk refers to the impact of the profit rate changes on the valuation of Islamic Investment Notes, Islamic fixed income instruments, Islamic money market instruments or Islamic deposit.

When profit rate rises, Islamic fixed income instruments prices generally decline and this may lower the market value of the Fund's investment in Islamic fixed income instruments. The reverse may apply when profit rate falls.

For investments into Islamic deposits, the fluctuations in profit rates will not affect the placement of Islamic deposits but will result in the opportunity loss by the Fund if the placement of Islamic deposits is made at lower profit rates.

The result from our economic analysis is used to project the future direction of profit rates. Anticipating profit rate movements is a critical element in our maturity allocation decision. We develop our portfolio maturity structure based on our profit rate view to capitalise on expected movements in profit rates.

- **Repurchase risk**

As the Fund is a 1-year close-ended fund, investors are reminded to be prepared to commit their investment until the Maturity Date. Investors are also reminded that an exit fee will be charged for exiting this Fund prior to the Maturity Date and this may further reduce any monies payable to investors. The exit fee incurred by investors will be retained by the Manager.

- **Islamic CIS Risk**

Any adverse movement on the CIS which the Fund invests 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. The Manager conducts security analysis to mitigate this risk. Proper asset allocation, portfolio diversification and liquidity management are among the methods that will be adopted by the Manager to manage this risk.

### **4.3 Risk Management**

The Manager has in place proper risk management structures including:

- a. For credit risk management, the Manager seeks to minimise this risk by adopting the following measures:
  - conduct thorough credit analysis prior to any investment;
  - invest only in issuers with high credit rating or where the issuer is a supplier or contractor whose ultimate paymaster is the Malaysian government (including state government), its bodies and agencies or government linked company (GLCs) or its subsidiaries as stipulated in the investment mandate;
  - diversify our portfolio by investing in different issuers, within the Fund's investment limits.

- b. 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;
- c. 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;
- d. 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 Advisers, where applicable, including notifying the board of directors;
- e. 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
- f. practicing prudent liquidity management in a timely and cost-effective manner.

***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.***

## 5. INTRODUCTION TO ISLAMIC WHOLESALE FUND

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An Islamic 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 Shariah-compliant securities.

An Islamic 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 Islamic Wholesale Fund Work?**

An Islamic 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 Advisers, 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 Bi Al-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 Advisers advise and ensure that the Manager invests the assets of the fund in Shariah-compliant investments.

The Fund will be strictly monitored by the Shariah Advisers whose members are registered with the SC. The Shariah Advisers' role are to provide advice and guidance to the Manager to ensure that all activities of the fund comply with Shariah principles. The Shariah Advisers act 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. FEES, CHARGES AND EXPENSES

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Investors are advised to consider the charges and fees before investing in the Fund. If in doubt, please consult your financial adviser.

### 6.1 Fees or Charges Directly Incurred

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

<b>Sales Charge</b>	Up to 1.50% of the NAV per Unit of the Fund.
<b>Exit Fee</b>	Up to 5.00% of the NAV per Unit of the Fund.
<b>Transfer Fee</b>	Nil
<b>Switching Fee</b>	Switching facility is unavailable for the Fund.
<b>Bank Charges or Fees</b>	Bank charges or fees, if any, will be borne by you.

### 6.2 Fees or Charges Indirectly Incurred

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

<b>Annual Management Fee</b>	<p>The Fund pays an annual management fee of up to <b>0.50% per annum</b> (“p.a.”) 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><b><u>Illustration:</u></b> Assuming the NAV of the Fund is RM10 million, the daily accrued management fee that is payable monthly to the Manager would be:</p>
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	NAV	RM10,000,000.00
	Annual Management Fee (AMF)	0.50% p.a. of the NAV
	Daily AMF	= RM10 million x 0.50% x 1/365-day = RM136.99
	Monthly AMF payable to the Manager	= RM136.99 x 30-days = RM4,109.59
<b>Annual Trustee Fee</b>	<p>The Fund pays an annual trustee fee (excluding foreign sub-custodian fee) of up to <b>0.03% p.a.</b> of the NAV of the Fund, subject to a minimum trustee fee of RM6,000 per annum.</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 payable monthly to the Trustee.</p> <p><b><u>Illustration:</u></b> Assuming the NAV of the Fund is RM10 million throughout the month, and the trustee fee is 0.03% p.a. The daily accrued trustee fee would be:</p>	



	NAV	RM10,000,000.00
	Trustee Fee	0.03% p.a. of the NAV
	Daily Trustee Fee	= RM10 million x 0.03% x 1/365-days = RM8.22
	Monthly Trustee Fee	= RM8.22 x 30-days = RM246.58
	<i>Note: The Fund pays a minimum trustee fee of RM6,000 per annum.</i>	
<b>Performance Fee</b>	<p>The Manager will earn a 20% performance fee on the total income and/or profit earned and realised over and above a net return of 5.00% p.a. throughout the investment period of the Fund.</p> <p>Before the Manager is eligible for a performance fee, the Fund's performance has to exceed a minimum net return of 5.00% p.a.</p> <p>For the purposes of calculating performance fee, the total income and/or profit earned shall include all the income distribution that is made throughout (if any) the investment period less:</p> <ul style="list-style-type: none"> <li>i) annual management fee;</li> <li>ii) annual trustee fee; and</li> <li>iii) expenses directly related and necessary to the business of the Fund that may be charged to the Fund and defined further below as <b>Administrative Fee</b>.</li> </ul>	

	<p><i>Please note that the target net return herein is <b>NOT</b> a guaranteed rate of return of the Fund; instead, it is a benchmark reference rate which is used to measure the performance of the Fund.</i></p>
<p><b>Administrative Fee</b></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> <ul style="list-style-type: none"> <li>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;</li> <li>b. taxes and other duties charged on the Fund by the government and/or other authorities;</li> <li>c. costs, fees and expenses properly incurred by the auditor appointed for the Fund;</li> <li>d. fees incurred for the valuation of any Shariah-compliant investment of the Fund by independent valuers for the benefit of the Fund;</li> <li>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;</li> <li>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;</li> <li>g. costs, commissions, fees and expenses of the sale, purchase, takaful and any other dealing of any asset of the Fund;</li> </ul>

	<ul style="list-style-type: none"><li>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;</li><li>i. costs, fees and expenses incurred in engaging any adviser for the benefit of the Fund;</li><li>j. costs, fees and expenses incurred in the preparation and audit of the taxation, returns and accounts of the Fund;</li><li>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;</li><li>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);</li><li>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;</li><li>n. remuneration and out of pocket expenses of</li></ul>
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	<p>the independent members of the Investment Committee and Shariah Advisers, unless the Manager decides otherwise;</p> <p>o. costs, fees and expenses incurred in connection with the printing and postage for 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>
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### **6.3 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.

***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.***

## **7. TRANSACTION INFORMATION**

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### **7.1 Valuation of Assets**

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

- i. For Islamic Investment Notes, valuation shall be done on daily basis by reference to the principal value and the realized income and / or profit of such investments that is executed or offered, on or through an electronic platform, and verified by the Manager.
- ii. Unlisted Islamic CIS managed by the Manager will be valued based on the last published redemption price.
- iii. The value of any investment accounts and Islamic deposits placed with Financial Institutions shall be determined each day by reference to the nominal value of the Islamic deposit and the accrued income thereon for the relevant period.
- iv. 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.

### **7.2 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.

### 7.3 Policy on Rounding Adjustment

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

### 7.4 Determination of Prices

#### 7.4.1 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
<b>Less:</b>	
<b>Liabilities</b>	30,000,000.00
NAV (before deduction of management fee and trustee fee for the day)	130,000,000.00
<b>Less:</b>	
Management fee for the day (0.50% p.a. from the NAV)	1,780.82
Trustee fee for the day (0.030% p.a. from the	106.85

NAV)	
<b>NAV</b>	<b>129,998,112.33</b>

<b>The NAV per Unit of the Fund will be:</b>	<u>RM129,998,112.33</u> 100,000,000 = RM1.299981123 = <b>RM1.3000</b> (adj. to 4 decimal points)
<b><i>Please note that the NAV per Unit will be rounded up to four (4) decimal points for the purposes of publication of the NAV per Unit.</i></b>	

### 7.4.2 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 next Business Day. Any payment made on a non-Business Day shall be treated as payment made in the following Business Day.



### **7.4.3 Manager's Single Pricing Regime**

Units sold during Offer Period will be based on Offer Price. No Units will be sold upon the expiry of the Offer Period.

### **7.4.4 Incorrect Pricing**

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 redemption of Units, the Manager shall reimburse the Fund;
- b. 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.

### **7.5 Making an Investment**

**Making cash investment is strictly prohibited. All persons dealing in unit trust are not authorised to accept cash payments under any circumstances.**

- **Minimum Initial Investment**

RM10,000

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

- **Minimum Additional Investment**

RM5,000

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

- **Eligibility**

The Fund is offered to Sophisticated Investors only. Please refer to Glossary for the definition of Sophisticated Investors.

- **Forms to be completed**

- Investors may submit the purchase application by completing application forms, which are available at the offices of BIMB Investment, any sales offices as listed in **Section 12 “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).
- 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"> <li>• Master Application 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>• 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>• Master Application Form</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>• Proof of payment such as letter of bank / fund transfer or bank-in slip</li> </ul>

	<ul style="list-style-type: none"> <li>• For investment through distribution channels, kindly refer to the respective distribution channel for registration and payment procedures.</li> </ul>
<p>Note: Any certified document required must be at least certified by authorised unit trust consultant, authorised IUTAs and/or marketing staff of BIMB Investment.</p>	

- **Processing an Application and Cut-Off Time**

- 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.
- 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.

- **Payment Purchase of Units**

Payment for purchase of Units can be made online through interbank GIRO (IBG) or telegraphic transfer to the Fund collection accounts. Details of the accounts can be obtained from [www.bimbinvestment.com.my](http://www.bimbinvestment.com.my).

**INVESTORS ARE ADVISED NOT TO MAKE PAYMENT IN CASH TO ANY PERSONS DEALING WITH UNIT TRUST WHEN PURCHASING UNITS.**

- **Calculation of Units Purchased by Investor**

Illustration:

Assuming investor A invests RM10,000 in the Fund and the NAV per Unit at the time of purchased is RM1.0000 per Unit:

<b>Amount Invested (Gross Investment)</b>	=	<b>RM10,000.00</b>
<b>NAV per Unit</b>	=	<b>RM1.0000</b>
<b>Sales Charge rate</b>	=	<b>1.5%</b>
<b>Net Investment</b>	=	<b>Gross Investment / (1 + Sales Charge Rate)</b>
	=	<b>RM10,000 / (1+1.5%)</b>
	=	<b>RM10,000 / (1+0.015)</b>
		<b>RM10,000 / 1.015</b>
	=	<b>RM9,852.22</b>
<b>Sales Charge payable by Investor</b>	=	<b>Gross Investment - Net Investment</b>
	=	<b>RM10,000-RM9,852.22</b>
	=	<b>RM147.78</b>
<b>Units allotted to Investor</b>	=	<b>Net Investment/NAV per Unit</b>
	=	<b>RM9,852.22/RM1.0000</b>
	=	<b>9,852.22 Units</b>

- **Confirmation of an Application**

You shall be issued a confirmation advice within one (1) week of processing your application.

## 7.6 Redemption of Units and Payment of Maturity Proceeds

- 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.

As the Fund is a close-ended fund, redemption of Units is strongly discouraged. An exit fee will be imposed to Unit Holders for any redemption made prior to the Maturity Date. No exit fee will be imposed for any redemption made during the Offer Period.

- **Minimum Redemption**

**5,000 Units**

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

- **Minimum Holding/ Balance**

**5,000 Units**

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

- **Redemption of Units Cut-off time**

Redemption request must reach the Manager before the cut-off time of 4.00p.m. on any Business 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 next Business Day.

- **Payment of Redemption Proceeds**

Unit Holders will be paid within ten (10) days after the redemption application is received by the Manager on or before the cut-off time and provided that all documentations are completed and verifiable.

- **Payment of Maturity Proceeds**

At the Maturity Date of the Fund, the Manager will redeem or sell the assets of the Fund, and return all proceeds to you (based on the number of Units you hold), subject to the applicable Fund's expenses and fees. The payment of income and proceeds is expected to be paid to you within one (1) month from the Maturity Date and will not be more than two (2) months from the Maturity Date.

- **Manner of Payment to Investor**

The redemption and/or maturity proceeds will 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.

- The Manager will not pay any redemption and/or maturity proceeds in cash under any circumstances.
- 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.

- **Computation of Redemption Proceeds**

Illustration:

During Offer Period

Assuming investor A wishes to redeem 15,000 Units in the Fund during the Offer Period. The NAV per Unit during the Offer Period is RM1.000 per Unit and no exit fee will be imposed:

<b>Units Redeemed</b>	=	<b>15,000.00 Units</b>
<b>NAV per Unit</b>	=	<b>RM1.0000</b>
<b>Redemption Amount</b>	=	<b>Unit x NAV per Unit</b>
	=	<b>15,000.00 Units x RM1.0000</b>
	=	<b>RM15,000.00</b>
<b>Exit Fee incurred</b>	=	<b>Exit Fee rate x Redemption Amount</b>
	=	<b>0% x RM15,000.00</b>
	=	<b>RM0.00</b>
<b>Redemption Proceed payable to Investor</b>	=	<b>Redemption Amount - Exit Fee</b>
	=	<b>RM15,000.00 – RM0.00</b>
	=	<b>RM15,000.00</b>



### After Offer Period

Assuming investor A wishes to redeem 15,000 Units in the Fund after the Offer Period and the NAV per Unit is RM1.0200 per Unit. An exit fee of 5% of NAV per Unit will be imposed:

<b>Units Redeemed</b>	<b>=</b>	<b>15,000.00</b>
<b>NAV per Unit</b>	<b>=</b>	<b>RM1.0200</b>
<b>Redemption Amount</b>	<b>=</b>	<b>Units Redeemed x NAV per Unit</b>
	<b>=</b>	<b>15,000.00 Units x RM1.0200</b>
	<b>=</b>	<b>RM15,300.00</b>
<b>Exit Fee incurred</b>	<b>=</b>	<b>Exit Fee rate x Redemption Amount</b>
	<b>=</b>	<b>5% x RM15,300.00</b>
	<b>=</b>	<b>RM765.00</b>
<b>Redemption Proceeds payable to Investor</b>	<b>=</b>	<b>Redemption Amount - Exit Fee</b>
	<b>=</b>	<b>RM15,300.00 – RM765.00</b>
	<b>=</b>	<b>RM14,535.00</b>

### **7.7 Distribution Policy and Mode of Distribution**

Income, if any, will be distributed quarterly or such other frequency as may be determined by the Manager from time to time.

Distribution of income to Unit Holders (if any) will be based on Units held by the Unit Holder on entitlement date via cash distribution only. Cash will be credited into Unit Holder's bank account.

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

## **7.8 Other Transaction Details**

### **7.8.1 Switching Facility**

Switching facility is not available for this Fund.

### **7.8.2 Transfer Facility**

Transfer of Units is allowed at the Manager's discretion. You can transfer all or some of your investments to another person by completing a transfer form signed by both parties (transferor and transferee). A full set of account opening documents are also required to be filled by the transferee if he/she is a new client to the Manager.

We may, at our absolute discretion without giving any reason, refuse to register a transfer.

## **7.9 Unclaimed Monies Policy**

Any moneys payable to Unit Holders 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.

## **7.10 Temporary Suspension of Determination of NAV and of the Issue and Redemption of Units**

The Manager may suspend the determination of the NAV of the Fund, the issue of Units and the redemption of Units in the following circumstances:

- (a) during any period when the Malaysian market on which a material part of the investments of the Fund is closed, or during which dealings are substantially suspended or restricted;

- (b) during the existence of any state of affairs which constitutes an emergency as a result of which disposal of investments of the Fund is not possible;
- (c) during any breakdown in the means of communication normally employed in determining the price of the Fund's investments on any market;
- (d) when for any other reason the prices of any investments owned by the Fund cannot promptly or accurately be ascertained;
- (e) during any period when remittance of monies which will or may be involved in the realization of or in the payment for any of the Fund's investments cannot, in the opinion of the Manager, be carried out at normal rates of exchange;
- (f) in the event of the publication of a notice convening a Unit Holders' meeting; or
- (g) if in our judgement, an earlier payment of redemption proceeds would adversely affect the Fund.

Unit Holders who have requested for subscription and/or switching and/or redemption of their Units will be notified in writing of any such suspension of the right to subscribe, to switch or to require redemption of Units and will be promptly notified upon termination of such suspension. Any suspension shall be in accordance with the Deed.

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

The Fund is not permitted to obtain Islamic financing or borrow other assets (including the financing of Shariah-compliant securities within the meaning of the Securities Borrowing and Lending Guidelines) in connection with its activities. However, the Fund may obtain Islamic 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 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 financing from Financial Institutions.

## **7.12 Customer Identification Program**

Pursuant to the relevant laws of Malaysia on money laundering, the Manager have an obligation to prevent the use of the Fund for money laundering purposes. As such, the Manager and/or its appointed distributors have put in place a "Know Your Customer" ("KYC") policy where procedures are in place to identify and verify the investor's identification through documents such as identity card, passport, constituent documents or any other official documents.

The Manager and/or its appointed distributors reserve the right to request such information, either at the time an application is made or thereafter, as is necessary to verify the identity of an investor (or each of the investors in the case of joint investors) and/or to periodically update our records. The Manager and/or its appointed distributors require you to provide us with your information and information of beneficial owner such as name, date of birth, national registration card number, residential and business address, (and mailing address if different), name of beneficial owner, address of beneficial owner, national registration card number of beneficial owner, date of birth of beneficial owner or other information and official identification.

For corporate clients, the Manager and/or its appointed distributors require you to provide us the name of the company, principal place of business, source of income/asset, identification documents of the directors/shareholders/partners, board resolution pertaining to the investment and the person authorized to operate the account, all of which as per requirements under regulation when you open or re-

open an account.

The Manager and/or its appointed distributors also reserve the right to request additional information including the source of the funds, source of wealth, net worth, annual income and identity of any beneficial owners as may be required to support the verification information and to allow us to complete adequate due diligence. In the event of delay or failure by the investor to produce any information required for verification purpose, we and/or our appointed distributors may refuse to accept an application request. In relation to a subscription application, any monies received will be returned without interest/profit to the account from which the monies were originally debited, and in relation to redemption application, no units will be redeemed to the investor. The Manager and/or its appointed distributors also reserve the right to place restrictions on transactions or redemptions on your account until your identity is verified.

In the event of any breaches to the applicable laws on money laundering, the Manager and its appointed distributors have a duty to notify the relevant authority of the said breaches.

### **7.13 Anti-Money Laundering (“AML”) / KYC Obligation on Distributor**

If you have invested in the Fund via a distributor, there may be additional information that the distributor may need to provide to the Manager, which may include the release of your particulars and details of ultimate beneficiaries / ultimate beneficial owners investing in the Fund to us. Without such information being provided, the Manager may be required to reject your subscription or redemption request until such information is provided by the distributor to the Manager.

## 8. CLIENT COMMUNICATION

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### 8.1 Customer Service

You may seek assistance from our customer service personnel on queries relating to the Fund during business hours, Monday to Friday from 9.00a.m. to 5.00p.m.

We appreciate your valued feedback. It will help us to improve our ability to serve you better.

You may direct your queries, feedback to us by contacting our customer service personnel at:

Tel.: +603 2161 2524 / 2924

Toll-free number: 1800-88-1196

Email: [marketing.bimbinvest@bankislam.com.my](mailto:marketing.bimbinvest@bankislam.com.my)

Enquiries can also be made to our authorised IUTAs/unit trust consultants. Please refer to **Section 12: “Directory of Sales Offices” for details.**

### 8.2 Daily Pricing

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

### 8.3 Statement of Investment and Fund’s Financial Reports

<b>Monthly Statement of Investment</b>	We will send you monthly statement. It will state the balance of Units held by you together with all transactions made since the last statement.
<b>Quarterly report</b>	We will provide you with quarterly report of the Fund within two (2) months after the end of financial period of the Fund.

	<p>We practice digital fund reporting hence the Fund's quarterly 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>.</p> <p><b>The printed reports are available upon request.</b></p>
<b>Latest Information</b>	<p>We will publish updated information on our website <a href="http://www.bimbinvestment.com.my">www.bimbinvestment.com.my</a>.</p>

#### **8.4 Keeping the Manager Informed**

Kindly ensure that you keep the Manager or your personal adviser from our appointed distributor updated on any changes to your account details. This will enable us to keep you informed of the latest development of your investments and to ensure any payment of income distribution (if any) is paid successfully to your account.

Failure to inform the Manager or your personal adviser from our appointed distributor any changes to your account details may result in us being unable to contact you and failure to make any income distribution payment to you, such income distribution will become unclaimed moneys and be treated as unclaimed moneys under Section 7.9.

## **9. THE MANAGEMENT COMPANY**

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### **9.1 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.

### **9.2 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 Advisers. 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 Advisers will meet once every quarter to discuss Shariah-related matters. The Shariah Advisers 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.

### **9.3 Shariah Advisers**

The process of product development, compliance and delivery is strictly overseen by the Shariah Advisers, which are made up of three (3) Muslim scholars (see table below for Shariah Advisers' profile) registered with the SC. The Shariah Advisers have been established to provide advice and guidance to ensure that the Fund's activities comply with rules and principles of Shariah.

The Shariah Advisers operate independently from the Investment Committee and meets once every quarter with the fund manager to address advisory matters pertaining to the Fund. The Shariah Advisers also review the assets of the Fund on a monthly basis to ensure compliance with Shariah principles or any other relevant principle at all times. Their roles are 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 Advisers:-

<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 the SC.
<b>Qualifications</b>	<ul style="list-style-type: none"> <li>• PhD. Modern Middle Eastern History, New York University.</li> <li>• BA Shariah, Al-Azhar University</li> </ul>

<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>	<ul style="list-style-type: none"> <li>• PhD. of Shariah, University of Malaya</li> <li>• Master of Shariah, University of Malaya</li> <li>• Bachelor of Shariah, University of Malaya</li> </ul>

<b>Name</b>	<b>DR. SHAMSIAH BINTI MOHAMAD</b>
<b>Position</b>	Committee Member
<b>Experience</b>	Dr. Shamsiah is a member of the Shariah Supervisory Council of Bank Islam Malaysia Berhad, and she is a registered Shariah adviser (individual) with the SC.

	<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 SAC, 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>
<b>Qualifications</b>	<ul style="list-style-type: none"> <li>• PhD. in Foundation of Jurisprudence (Fiqh and Usul Fiqh), University of Jordan</li> <li>• Master of Shariah, University of Malaya</li> <li>• Bachelor of Shariah, University of Malaya</li> </ul>

#### 9.4 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 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.
<b>Qualifications</b>	<ul style="list-style-type: none"> <li>• Chartered Financial Analyst (CFA)</li> <li>• Financial Risk Manager (FRM)</li> <li>• Bachelor of Mathematics, Operational Research, Statistics and Economics (MORSE), University of Warwick, United Kingdom</li> <li>• Holder of SC's Capital Markets Services Representative's License (CMSRL).</li> </ul>

<b>Name</b>	<b>THONG YONG LING, STANLEY</b>
<b>Position</b>	Senior Manager
<b>Experience</b>	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.
<b>Qualifications</b>	<ul style="list-style-type: none"> <li>• Masters of Commerce, Macquarie University, Australia</li> <li>• Bachelor of Business Administration, National Cheng Chi University, Taiwan</li> <li>• Holder of SC's Capital Markets Services Representative's License (CMSRL)</li> </ul>

<b>Name</b>	<b>AHMAD RIZAL UJANG (Designated Fund Manager)</b>
<b>Position</b>	Manager
<b>Experience</b>	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.

<b>Qualifications</b>	<ul style="list-style-type: none"><li>• Master of Finance, Curtin University of Technology, Australia</li><li>• Holder of SC's Capital Markets Services Representative's License (CMSRL)</li></ul>
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## **10. THE TRUSTEE – MAYBANK TRUSTEES BERHAD**

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### **About Maybank Trustees Berhad**

Maybank Trustees Berhad, Company Registration No. 196301000109 (5004-P) is the Trustee of the Fund with its registered office at 8th Floor, Menara Maybank, 100 Jalan Tun Perak, 50050 Kuala Lumpur. Maybank Trustees Berhad (“MTB”) was incorporated on 12 April 1963 and registered as a Trust Company under the Trust Companies Act 1949 on 11 November 1963. It was one of the first local trust companies to provide trustee services with the objective of meeting the financial needs of both individual and corporate clients.

### **Experience in Trustee Business**

Maybank Trustees Berhad has acquired experience in the administration of unit trust funds/ schemes since 1991.

### **Duties and Responsibilities of the Trustee**

The Trustee's role is mainly to act as custodian of the Fund and to exercise all due diligence and vigilance in carrying out its functions and duties and to safeguard the rights and interests of the Unit Holders. Apart from being the legal owner of the Fund's assets, the Trustee is responsible for ensuring that the Manager performs its obligations in accordance with the provisions of the Deed and the relevant laws.

### **Delegates of the Trustee**

Maybank Trustees Berhad has delegated its custodian function to Malayan Banking Berhad. The custodian function is run under Maybank Securities Solution (“MSS”), a unit within Malayan Banking Berhad. Maybank Securities Solution provides a comprehensive end to end clearing and custody services for global and domestic equities and fixed income securities. MSS provides a complete suite of corporate outsourcing solutions with a proven track record in servicing international institutional clients: Sub Custodian for major Foreign

Banks and Global Custodians. MSS also provides Global custody services in more than 100 different markets via a special arrangement with their reputable partners. They have also consistently been awarded in the Global Custodian Awards for Excellence as well as other major publications.

The roles and duties of the Trustee's delegate, MSS, are as follows:

- Safekeep, reconcile and maintain assets holdings records of funds against the Trustee's instructions;
- Act as settlement agent for shares and monies to counterparties against the Trustee's instructions;
- Act as agents for money market placement where applicable against the Trustee's instructions;
- Disseminate listed companies' announcements to and follow through for corporate actions instructions from the Trustee;
- Compile, prepare and submit holdings report to the Trustee and beneficial owners where relevant; and
- Other ad-hoc payments for work done for the funds against the Trustee's instructions, etc.

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

### **Material Litigation and Arbitration**

As at the LPD, save for the suit mentioned herein below, the Trustee is not engaged in any material litigation as plaintiff or defendant and the Trustee is not aware of any proceedings, pending or threatened or of any facts likely to give rise to any proceedings which might materially and adversely affect its financial position or business.

Several holders of the bonds (“Bondholders”) issued by Aldwich Berhad [In Receivership] (“Aldwich”) had sued Aldwich for its failure to settle its indebtedness to the Bondholders following the default of the said bonds in 2010 and named the Trustee as one of the 6 co-defendants under Kuala Lumpur High Court Civil Suit No. D-22NCC-1622-11/2012 (“Aldwich Bondholders’ Suit”). The claim against the Trustee was for the sum of RM177,248,747.31 or any other sum that the Court deems fit and proper. The other co-defendants are the holding company of Aldwich (“Holding Company”), the Chief Executive Officer of the holding company of Aldwich (“CEO”), the Security Agent and the Reporting Accountant. The Trustee denied all allegations and claimed trial.

The High Court had on 24 July 2017 delivered its judgement on the Aldwich Bondholders’ Suit (“Judgement”) that (a) all the defendants [i.e. Aldwich, Holding Company, CEO, Security Agent, Trustee and Reporting Accountant] are liable to the Bondholders for the sum of RM177,248,747.31 (“Judgement Sum”); (b) Aldwich, Holding Company and CEO are 100% liable for the Judgement Sum; and (c) among the Security Agent, Trustee and Reporting Accountant, liability is apportioned in the proportion of 50%, 30% and 20% of the Judgement Sum respectively.

The High Court had on 5 October 2017 decided in respect of the outstanding matters arising from the Judgement that (a) the quantum of the Judgement Sum is maintained, and (b) interest is payable based on the reduced sum of RM148,653,953.20 at the rate of 5% per annum from 1 November 2011 to the date of payment.

The Trustee filed an appeal against the Judgement (“Appeal”) at the Court of Appeal. On 18 September 2019, the Court of Appeal dismissed the Appeal and affirmed the decision of the High Court.

On 16 October 2019, the Trustee had filed its Leave Motion to the Federal Court. The Leave Motion was partially heard on 21 January 2021 and is scheduled for continued hearing on 28 June 2021. The



continued hearing for the Leave Motion however, has been postponed to 3 September 2021.

## 11. SALIENT TERMS OF DEED

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### 11.1 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.

***Note: 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).***

### 11.2 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.

### **11.3 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.

The Manager may also, in its sole opinion and without first obtaining the consent of the Unit Holders, terminate the trust hereby created and wind up the Fund on or before the Commencement Date if the Fund size is below such amount as the Manager and the Trustee may jointly deem it to be uneconomical to proceed with the Fund.

### **11.4 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).***

## 12. DIRECTORY OF SALES OFFICE

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- **Branches of BIMB Investment Management Berhad**

<b><u>JOHOR BAHRU</u></b>	<b><u>KELANTAN</u></b>
No 33B, Jalan Indah 15/2 Taman Bukit Indah 79100 Nusajaya Johor.	PT 433 & 434 Tingkat 2 Jalan Padang Garong 15000 Kota Bharu Kelantan.
Tel.: +607 239 5608 Fax: +607 239 5609	Tel.: +609 740 6118 / +6012 908 7785

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

**END OF PAGES**

# BIMB INVESTMENT

A BANK ISLAM  
SUBSIDIARY

**BIMB Investment Management Berhad** 199301021508 (276246-X)  
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