MAYBANK GREATER CHINA ASEAN EQUITY-I FUND

(constituted on 30 January 2015)



Launch date: 27 April 2015

This Prospectus in relation to the following Fund is dated 26 June 2018:

Manager: Maybank Asset Management Sdn. Bhd. (421779-M)

Trustee: SCBMB Trustee Berhad (1005793-T)

THE FUND IS NOT A CAPITAL GUARANTEED FUND OR A CAPITAL PROTECTED FUND AS DEFINED UNDER THE GUIDELINES ON UNIT TRUST FUNDS ISSUED BY THE SECURITIES COMMISSION MALAYSIA.

INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THIS PROSPECTUS. IF IN DOUBT, PLEASE CONSULT A PROFESSIONAL ADVISER.

FOR INFORMATION CONCERNING CERTAIN RISK FACTORS WHICH SHOULD BE CONSIDERED BY PROSPECTIVE INVESTORS, SEE "RISK FACTORS" COMMENCING ON PAGE 8.

THIS IS A REPLACEMENT PROSPECTUS IN RESPECT OF THE FUND THAT REPLACES AND SUPERCEDES THE PROSPECTUS DATED 27 APRIL 2017 AS AMENDED BY THE FIRST SUPPLEMENTARY PROSPECTUS DATED 21 AUGUST 2017 IN RESPECT OF THE FUND.



SECOND SUPPLEMENTARY PROSPECTUS

This Second Supplementary Prospectus dated 22 February 2021 must be read together with the Prospectus dated 26 June 2018 and the First Supplementary Prospectus dated 30 April 2019 for:-

Fund Maybank Greater China ASEAN Equity-I Fund Date of Constitution 30 January 2015

Manager : Maybank Asset Management Sdn Bhd

(Registration No.: 199701006283 (421779-M))

Trustee SCBMB Trustee Berhad

(Registration No.: 201201021301 (1005793-T))

A copy of this Second Supplementary Prospectus dated 22 February 2021 together with the Prospectus dated 26 June 2018 and the First Supplementary Prospectus dated 30 April 2019 for Maybank Greater China ASEAN Equity-I Fund ("the Fund") have been registered with the Securities Commission Malaysia, who takes no responsibility for their contents. Registration of this Second Supplementary Prospectus dated 22 February 2021 does not indicate that the Securities Commission Malaysia recommends the Units or assumes responsibility for the correctness of any statement made, opinions expressed or reports contained in the Prospectus dated 26 June 2018, the First Supplementary Prospectus dated 30 April 2019 and this Second Supplementary Prospectus dated 22 February 2021.

THE FUND IS NOT A CAPITAL GUARANTEED FUND OR A CAPITAL PROTECTED FUND.

INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THIS SECOND SUPPLEMENTARY PROSPECTUS DATED 22 FEBRUARY 2021 WHICH IS TO BE READ TOGETHER WITH THE PROSPECTUS DATED 26 JUNE 2018 AND THE FIRST SUPPLEMENTARY PROSPECTUS DATED 30 APRIL 2019. IF IN DOUBT, PLEASE CONSULT A PROFESSIONAL ADVISER.

Responsibility Statements

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

Statements of Disclaimer

The Securities Commission Malaysia ("SC") has authorised the Maybank Greater China ASEAN Equity-I Fund and a copy of this Second Supplementary Prospectus has been registered with the SC.

The authorisation of the Maybank Greater China ASEAN Equity-I Fund, and registration of this Second Supplementary Prospectus, should not be taken to indicate that the SC recommends the Maybank Greater China ASEAN Equity-I Fund or assumes responsibility for the correctness of any statement made, opinion expressed or report contained in the Prospectus dated 26 June 2018, the First Supplementary Prospectus dated 30 April 2019 and this Second Supplementary Prospectus.

The SC is not liable for any non-disclosure on the part of the Manager responsible for the Maybank Greater China ASEAN Equity-I Fund and takes no responsibility for the contents in this Second Supplementary Prospectus. The SC makes no representation on the accuracy or completeness of this Second Supplementary Prospectus, and expressly disclaims any liability whatsoever arising from, or in reliance upon, the whole or any part of its contents.

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

Additional Statements

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

The Maybank Greater China ASEAN Equity-I Fund has been certified as Shariah-compliant by the Shariah adviser appointed for the Fund.

The Maybank Greater China ASEAN Equity-I 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 to any U.S. Person(s). Accordingly, investors may be required to certify that they are not U.S. Person(s) before making an investment in the Maybank Greater China ASEAN Equity-I Fund.

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

1. Amendment to definitions of "Bursa Malaysia", "External Investment Manager/MIAM", "Manager/ Maybank AM/ we/ us/ our" and "Trustee" in "Chapter 1 - Definition" on pages 1 - 3 of the Prospectus

The definitions of "Bursa Malaysia", "External Investment Manager/ MIAM", "Manager/ Maybank AM/ we/ us/ our" and "Trustee" are hereby deleted in their entirety and replaced with the following:

Bursa Malaysia means the stock exchange managed and operated

y Bursa Malaysia Securities Berhad

(200301033577 (635998-W))

External Investment refers to Maybank Islamic Asset Management Sdn

Manager/ MIAM Bhd (201301012623 (1042461-K))

Manager/ Maybank AM/ means Maybank Asset Management Sdn Bhd

we/ us/ our (199701006283 (421779-M))

Maybank means Malayan Banking Berhad (196001000142

(3813-K)

Trustee means SCBMB Trustee Berhad (201201021301

(1005793-T))

2. <u>Deletion of definitions of "EPF" and "EPF-MIS" in "Chapter 1 - Definition" on page 1 of the Prospectus</u>

The definitions of "EPF" and "EPF-MIS" are hereby deleted in its entirety.

3. <u>Amendment to the registration number of the Manager in "Chapter 2 - Corporate Directory" on page 5 of the Prospectus</u>

The registration number of the Manager is hereby deleted in its entirety and replaced with the following:

199701006283 (421779-M)

4. <u>Amendment to the information of the Trustee in "Chapter 2 - Corporate Directory"</u> on page 5 of the Prospectus

The information of the Trustee is hereby deleted in its entirety and replaced with the following:

TRUSTEE SCBMB Trustee Berhad 201201021301 (1005793-T)

REGISTERED OFFICE Level 26, Equatorial Plaza

Jalan Sultan Ismail 50250 Kuala Lumpur Tel. No.: 03 - 2117 7777

BUSINESS OFFICE

Level 23, Equatorial Plaza Jalan Sultan Ismail 50250 Kuala Lumpur

Tel. No.: 03 - 7682 9724 Email: my.trustee@sc.com

5. <u>Amendment to Section 4.1 - Sales Charge in "Chapter 4 - Fees, Charges and Expenses" on page 18 of the Prospectus</u>

The note is hereby deleted in its entirety and replaced with the following:

Note: The sales charge is exclusive of any taxes or duties as may be imposed by the government or other authorities from time to time.

The illustration on computation of sales charge is hereby deleted in its entirety and replaced with the following:

Please refer to the illustration on how the sales charge is calculated in section 5.3.

6. <u>Amendment to Section 5.3 Pricing of Units in "Chapter 5 - Transaction Information"</u> on page 25 of the Prospectus

The illustrations on calculation of selling price is hereby deleted in its entirety and replaced with the following:

Illustration - Sale of Units with sales charge

Example:

Class A or Class B

	Class A (RM)	Class B (USD)
Investment amount	RM10,000.00	USD10,000.00
Less: Sales charge (5.00%) Investment amount x sales charge (%) 1 + sales charge (%)	RM476.19	USD476.19
Net investment amount	RM9,523.81	USD9,523.81
Divide: NAV per Unit of a Class	RM1.00	USD1.00
Number of Units issued to an investor	9,523.81 Units	9,523.81 Units

Illustration - Sale of Units without sales charge

Example:

Class C and Class D

	Class C (USD)	Class D (USD)
Investment amount	USD10,000.00	USD10,000.00
Less: Sales charge (Nil) Investment amount x sales charge (%) 1 + sales charge (%)	USD0.00	USD0.00
Net investment amount	USD10,000.00	USD10,000.00
Divide: NAV per Unit of a Class	USD1.00	USD1.00
Number of Units issued to an investor	10,000.00 Units	10,000.00 Units

7. <u>Amendment to Section 6.2 - Investment in "Chapter 6 - Transaction Details" on page 27 of the Prospectus</u>

The information on investment is hereby deleted in its entirety and replaced with the following:

The minimum initial investment and minimum additional investment for each Class of the Fund are as set out in the table below:

Class	Minimum initial investment [^]	Minimum additional investment^
Class A	RM1,000.00	RM100.00
Class B	USD1,000.00	USD100.00
Class C	USD1,000,000.00	USD10,000.00
Class D	USD1,000,000.00	USD10,000.00

[^] or such other lower amount as determined by us from time to time

You are recognised as a Unit Holder only after you have been registered in the Unit Holders' register. The registration takes effect from the date we receive and accept the application to purchase Units from you together with the cleared payment thereof.

Unit holdings for each Class

You should note that there are differences when purchasing Units for each Class.

For illustration purposes, assuming:

- the exchange rate of USD1:RM4.00
- Unit Holder A invests RM10,000.00 in Class A with NAV per Unit of RM1.00
- Unit Holder B invests USD2,500.00 (which is equivalent to RM10,000) in Class B with NAV per Unit of USD1.00
- Unit Holder A will receive 10,000 Units
- Unit Holder B will receive 2,500 Units

There is no difference in terms of investment value, however, Unit Holder A would have more voting rights at Unit Holders' meetings of the Fund (if voting is done by poll as

each Unit Holder will have 1 vote for every Unit held by him or her) as Unit Holder A would hold a larger number of Units compared to Unit Holder B.

This would not apply in situations where a show of hands is required to pass a resolution or a Special Resolution is required to be passed at a Unit Holders' meeting.

8. <u>Amendment to Section 6.3 - Redemption of Units in "Chapter 6 - Transaction Details"</u> on pages 27 to 28 of the Prospectus

The information on redemption of Units is hereby deleted in its entirety and replaced with the following:

You may redeem part or all of your Units by simply completing the redemption request form and returning it to us.

Minimum Redemption and Restriction on Frequency of Redemption

There is no minimum redemption amount for redemption of Units of each Class of the Fund and there is no restriction on the frequency of redemption.

However, the Unit holdings after the redemption must not be less than 1,000 Units[^] for Class A and Class B and 100,000 Units[^] for Class C and Class D. If the Unit holdings of a Unit Holder are, after a redemption request, below the minimum Unit holdings for the Class, full redemption will be initiated.

Note: ^ or such other lower number of Units as determined by us from time to time.

Payment of Redemption Proceeds

You must receive the redemption proceeds within seven (7) Business Days from the date the redemption request is received by us.

9. <u>Amendment to Section 6.4 -Cut-Off Time for Purchase and Redemption of Units in</u> "Chapter 6 - Transaction Details" on page 28 of the Prospectus

The information on the dealing cut-off time for purchase and redemption of Units is hereby deleted in its entirety and replaced with the following:

The dealing cut-off time is at 4.00 p.m. on a Business Day.

Any application received before the cut-off time on a Business Day will be processed on the same Business Day based on the Forward Pricing of the Fund.

Any application received after the cut-off time on a Business Day will be treated as having been received on the next Business Day and will be processed on the next Business Day based on the next Forward Pricing of the Fund.

The above is in accordance with the standards issued by FIMM on the dealing cut-off time.

Note: Our distributors may have an earlier cut-off time for receiving applications in respect of any dealing in Units. Please check with the respective distributors for their respective cut-off time.

10. <u>Amendment to Section 6.6 -Switching in "Chapter 6 - Transaction Details" on pages 28 to 29 of the Prospectus</u>

The information on switching is hereby deleted in its entirety and replaced with the following:

Switching between Funds

You are permitted to switch from and to other funds managed by us provided that both funds are denominated in the same currency. Switching will be made at the prevailing net asset value per unit of the fund to be switched from on a Business Day when the switching request is received and accepted by us, subject to availability and any terms and conditions imposed by the intended fund to be switched to, if any.

There is no restriction on the frequency of switching. However, you must meet the minimum Unit holdings (after the switch) of the Class that you intend to switch from unless you are redeeming all your investments from the Class.

Switching is treated as a withdrawal from one (1) fund and an investment into another fund. If you switch from a fund with a lower sales charge, to a fund with a higher sales charge, you need to pay the difference in sales charge between the sales charge of these two (2) funds. If you switch from a fund with a higher sales charge to a fund with a lower sales charge, you do not need to pay the difference in sales charge between these funds.

For example:-

Scenario 1

If you invest in a fund with no sales charge and now wish to switch to another fund which has a sales charge of 1.00% on the net asset value per unit, you will be charged the difference of sales charge of 1.00% on the net asset value per unit of the fund being switched into.

Scenario 2

If you invest in a fund with a sales charge of 1.00% on the net asset value per unit and now wish to switch to another fund which has no sales charge, you will not be charged any sales charge.

Switching between Classes

The switching facility between Classes is not available for this Fund.

Any switching request made on or before the cut-off time of 4.00 p.m. will be made at the NAV per unit of the fund to be switched from when the switching request is received and accepted by us on a Business Day, subject to availability and any terms and conditions imposed by the intended fund, if any.

Any switching request received or deemed to have been received after this cut-off time would be considered as being transacted on the following Business Day.

We reserve the rights to vary the terms and conditions for switching from time to time, which shall be communicated to you in writing.

Switching from an Islamic fund to a conventional fund is discouraged especially for Muslim Unit Holders.

Note: Our distributors may have an earlier cut-off time for receiving applications in respect of any switching of Units. Please check with the respective distributors for their respective cut-off time.

11. <u>Amendment to Section 6.7 - Notice of Cooling-off Period in "Chapter 6 - Transaction Details" on page 29 of the Prospectus</u>

The information on the notice of cooling-off period is hereby deleted in its entirety and replaced with the following:

A cooling-off right refers to the right of the Unit Holder to obtain a refund of his investment in the Fund if he so requests within the cooling-off period. A cooling-off right is only given to an individual investor, **other than those listed below**, who is investing in any of the Manager's funds **for the first time**:

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

The cooling-off period shall be for a total of six (6) Business Days commencing from the date the application for Units is received by us.

The refund for every Unit held by the investor pursuant to the exercise of his coolingoff right shall be the sum of:

- (a) the NAV per Unit on the day the Units were purchased; and
- (b) the sales charge per Unit originally imposed on the day the Units were purchased.

Unit Holders shall be refunded within ten (10) days from receipt of the cooling-off application.

12. <u>Amendment to Section 6.8 - Distribution of Income in "Chapter 6 - Transaction</u> Details" on pages 29 to 30 of the Prospectus

The information on distribution of income is hereby deleted in its entirety and replaced with the following:

Distribution, if any, is incidental and will be made from the realised income of the Fund.

Mode of Distribution

You may elect to either receive your income payment via cash payment mode or reinvestment mode. If you did not elect the mode of distribution or if the distribution amount is less than RM100 for Class A and USD100 for Class B, Class C and Class D, all income distribution will be automatically reinvested in additional Units based on the

NAV per Unit of the Class at the income payment date (which is within ten (10) calendar days from the income declaration date).

If you elect to receive income payment via cash payment mode, you may receive your income payment by way of telegraphic transfer on the income payment date (which is within ten (10) calendar days from the income declaration date).

Please note that all bank charges for the telegraphic transfer will be borne by you. The transfer charges will be deducted directly from the transferred amount before being paid to your bank account.

Reinvestment Policy

If you elect to reinvest the distribution in additional Units, we will create such Units based on the NAV per Unit* of the Class at the income payment date (which is within ten (10) calendar days from the income declaration date).

*There will not be any costs to you for reinvestments in new additional Units.

13. <u>Amendment to Section 7.3 - Board of Directors of the Manager in "Chapter 7 - The</u> Management of the Fund" on page 32 of the Prospectus

The information on the board of directors is hereby deleted in its entirety and replaced with the following:

Board of Directors

Dato Idris bin Kechot (chairman / independent non-executive director)
Goh Ching Yin (independent non-executive director)
Loh Lee Soon (independent non-executive director)
Badrul Hisyam Abu Bakar (non-independent non-executive director)
Ahmad Najib Nazlan (non-independent executive director / chief executive)

14. Amendment to "Chapter 12 - Additional Information" on page 48 of the Prospectus

The following new section is hereby inserted immediately after section 12.8:

12.9 Consents

- (i) The consent of the Trustee, External Investment Manager, Investment Advisers and Shariah Adviser for the inclusion of their names in this Prospectus in the manner and form in which such names appear have been given before the date of issue of this Prospectus and none of them have subsequently withdrawn their written consents.
- (ii) The Tax Adviser have given its consent to the inclusion of its name and the Tax Adviser's Letter on Taxation of the Fund and Unit Holders in the form and context in which they appear in this Prospectus and have not withdrawn such consent prior to the date of this Prospectus.

15.	5. <u>Deletion of "Chapter 15 - Unit Trust Financing Risk Disclosure Statement" on page 59 of the Prospectus</u>				
	The information in Chapter 15 is hereby deleted in its entirety.				
	The following chapter is renumbered accordingly.				

FIRST SUPPLEMENTARY PROSPECTUS

This First Supplementary Prospectus dated 30 April 2019 must be read together with the Prospectus dated 26 June 2018 for:-

FUND	DATE OF CONSTITUTION
Maybank Greater China ASEAN Equity-I Fund	30 January 2015

Manager	:	Maybank Asset Management Sdn Bhd (421779-M)
Trustee	:	SCBMB Trustee Berhad (1005793-T)

A copy of this First Supplementary Prospectus dated 30 April 2019 and the Prospectus dated 26 June 2018 for Maybank Greater China ASEAN Equity-I Fund ("the Fund") have been registered with the Securities Commission Malaysia, who takes no responsibility for their contents. Registration of this First Supplementary Prospectus dated 30 April 2019 does not indicate that the Securities Commission Malaysia recommends the Units or assumes responsibility for the correctness of any statement made, opinions expressed or reports contained in the Prospectus dated 26 June 2018 or this First Supplementary Prospectus dated 30 April 2019.

THE FUND IS NOT A CAPITAL GUARANTEED FUND OR A CAPITAL RPOTECTED FUND AS DEFINED UNDER THE GUIDELINES ON UNIT TRUST FUNDS ISSUED BY THE SECURITIES COMMISSION MALAYSIA.

INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THIS FIRST SUPPLEMENTARY PROSPECTUS DATED 30 APRIL 2019 WHICH IS TO BE READ TOGETHER WITH THE PROSPECTUS DATED 26 JUNE 2018. IF IN DOUBT, PLEASE CONSULT A PROFESSIONAL ADVISER.

Responsibility Statements

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

Statements of Disclaimer

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

The authorisation of the Fund, and registration of this First Supplementary Prospectus, should not be taken to indicate that the Securities Commission Malaysia recommends the said Fund or assumes responsibility for the correctness of any statement made, opinion expressed or report contained in the Prospectus dated 26 June 2018 or this First Supplementary Prospectus dated 30 April 2019.

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

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

Additional Statements

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

The Maybank Greater China ASEAN Equity-I Fund has been certified as Shariah-compliant by the Shariah adviser appointed for the Fund.

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

1. <u>Insertion of new definitions of "EPF" and "EPF-MIS" in "Chapter 1 - Definitions"</u> on page 1 of the Prospectus

The following new definitions of "EPF" and "EPF-MIS" are hereby inserted immediately after the definition of "Deed":

EPF means the Employees Provident Fund.

EPF-MIS means the EPF Members' Investment Scheme.

2. <u>Deletion of the definition of "GST" in "Chapter 1 - Definitions" on page 2 of the Prospectus</u>

The definition of "GST" is hereby deleted in its entirety.

3. <u>Amendment to the Facsimile Number at the Business Office of the Manager in "Chapter 2 - Corporate Directory" on page 5 of the Prospectus</u>

The information on the facsimile number at the business office of the Manager is hereby deleted in its entirety and replaced with the following:

Fax No: 03 - 2715 0071

4. <u>Amendment to the Business Office of the Shariah Adviser in "Chapter 2 - Corporate</u> Directory" on page 5 of the Prospectus

The information on the business office of the Shariah Adviser is hereby deleted in its entirety and replaced with the following:

BUSINESS OFFICE Level 13A-2

Menara Tokio Marine Life 189, Jalan Tun Razak 50400 Kuala Lumpur Tel No: 03 - 2161 0260 Fax No: 03 - 2161 0262

5. <u>Amendment to section 3.15 - Shariah Investment Guidelines in "Chapter 3 - Information on the Fund" on pages 16 to 17 of the Prospectus</u>

The information in paragraphs (a) and (b) are hereby deleted in its entirety and replaced with the following:

- (a) The Fund shall invest in securities listed under the list of Shariah-compliant securities issued by:
 - the local Shariah governing bodies of the respective countries such as SACSC or Shariah Advisory Council of Bank Negara Malaysia ("SACBNM") in Malaysia and/or Majelis Ulama Indonesia in Indonesia; and/or

- any Shariah indices recognized internationally including but not limited to the MSCI Islamic Index Series.
- (b) Any local or foreign securities which are not classified as Shariah-compliant by the SACSC, SACBNM and/or Majelis Ulama Indonesia in Indonesia or listed under the list of Shariah-compliant securities issued by Shariah indices recognised internationally shall be determined in accordance with the ruling issued by the Shariah adviser as follows:

Level 1: Business Activity Screening

The Shariah investment guidelines do not allow investment in companies which are directly active in, or derive more than 5% of their revenue (cumulatively) from, the following activities ("prohibited activities"):

- Alcohol;
- Tobacco;
- Pork related products;
- Conventional financial services;
- Defense or weapons;
- Gambling or casino;
- Music:
- Hotels;
- Cinema; and
- Adult entertainment.

Level 2: Financial Screening

The Shariah investment guidelines do not allow investment in companies deriving significant income from interest or companies that have excessive leverage. The following three financial ratios are to be met in order to qualify as Shariah-compliant:

- Total debt (excluding Shariah-compliant debt and Shariah-compliant instruments) over total assets must be less than 33.33%;
- Sum of a company's cash and interest-bearing securities (excluding Shariah-compliant debt and Shariah-compliant instruments) over total assets must be less than 33.33%; and
- Sum of a company's accounts receivables and cash over total assets must be less than 33.33%.

6. <u>Amendment to section 4.1 - Sales Charge in "Chapter 4 - Fees, Charges and Expenses" on page 18 of the Prospectus</u>

The note is hereby deleted in its entirety and replaced with the following:

Notes:

(1) The sales charge is exclusive of any taxes or duties as may be imposed by the government or other authorities from time to time.

(2) The sales charge for investments under the EPF-MIS shall not exceed 3% of the NAV per Unit or such other rate as may be determined by the EPF from time to time.

The illustration on computation of sales charge is hereby deleted in its entirety and replaced with the following:

Example:

If you wish to invest RM10,000.00 in the Class A of the Fund which imposes a sales charge of 5.00% of the NAV per Unit of a Class, the total amount of sales charge will be:

 $5.00\% \times 10,000.00 = RM500.00$

The total amount to be paid by you for your investment will therefore be:

RM10,000.00 + RM500.00 = <u>RM10,500.00</u> (inclusive of sales charge)

7. <u>Amendment to section 4.3 - Transfer Fee in "Chapter 4 - Fees, Charges and Expenses" on page 19 of the Prospectus</u>

The following notes is hereby inserted at the end of this section:

Notes:

- (1) The Manager reserves the right to waive the transfer fee.
- (2) The transfer fee is exclusive of any taxes or duties as may be imposed by the government or other authorities from time to time.
- (3) The Manager reserves the right to decline any transfer request if such transfer will expose the Manager to any liability and/or will contravene any law or regulatory requirements, whether or not having the force of law.

8. <u>Amendment to section 4.4 - Switching Fee in "Chapter 4 - Fees, Charges and Expenses" on page 19 of the Prospectus</u>

The following note (4) is hereby inserted after the end of note (3):

- (4) The switching fee is exclusive of any taxes or duties as may be imposed by the government or other authorities from time to time.
- 9. <u>Amendment to section 4.5 Management Fee in "Chapter 4 Fees, Charges and Expenses" on pages 19 to 20 of the Prospectus</u>

The illustration on computation of management fee is hereby deleted in its entirety and replaced with the following:

Illustration - Computation of management fee

Example:

Assuming that the NAV of the Class A is RM100 million for that day, the accrued management fee of the Class A of the Fund for that day would be:

$$\frac{\text{RM100,000,000} \times 1.80\%}{365 \text{ days}} = \text{RM4,931.51 per day}$$

The management fee is calculated as a percentage of the NAV of each Class, and accrued daily and paid monthly to us.

10. <u>Amendment to section 4.6 - Trustee Fee in "Chapter 4 - Fees, Charges and Expenses" on page 20 of the Prospectus</u>

The illustration on computation of trustee fee is hereby deleted in its entirety and replaced with the following:

Illustration - Computation of trustee fee

Example:

Assuming that the NAV of the Fund is RM100 million for that day, the accrued trustee fee for the Fund for that day would be:

11. <u>Amendment to section 4.7 - Fund Expenses in "Chapter 4 - Fees, Charges and Expenses" on page 21 of the Prospectus</u>

The statement in the textbox is hereby deleted in its entirety and replaced with the following:

Note: All fees, charges and expenses stated herein are exclusive of any taxes or duties as may be imposed by the government or other authorities from time to time. You and/or the Fund (as the case may be) are responsible to pay the applicable amount of tax in addition to the fees, charges and expenses stated herein.

12. <u>Amendment to section 4.9 - Goods and Services Tax in "Chapter 4 - Fees, Charges and Expenses" on page 22 of the Prospectus</u>

The section relating to Goods and Services Tax is hereby deleted in its entirety and replaced with the following:

4.9 Tax

Unit Holders and/or the Fund, as the case may be, will bear any tax which may be imposed by the government or other authorities from time to time in addition to the applicable fees, charges and expenses stated in the Prospectus.

13. <u>Amendment to section 5.2 - Computation of NAV and NAV per Unit in "Chapter 5 - Transaction Information" on pages 23 to 24 of the Prospectus</u>

The illustration on how NAV is calculated is hereby deleted in its entirety and replaced with the following:

		Fund (RM)	Class A (RM)	Class B (RM)	Class C (RM)	Class D (RM)
	Value of the Fund/Class	101,500,000.00	20,300,000.00	40,600,000.00	20,300,000.00	20,300,000.00
	Multi-class ratio^	100%	20%	40%	20%	20%
Add:	Other assets (including cash) & income	200,000.00	40,000.00	80,000.00	40,000.00	40,000.00
Less:	Liabilities	100,000.00	20,000.00	40,000.00	20,000.00	20,000.00
	NAV before deducting management fee and trustee fee for the day	101,600,000.00	20,320,000.00	40,640,000.00	20,320,000.00	20,320,000.00
Less :	Management fee for the day		(RM20,320,000X 1.80% / 365 days)	(RM40,640,000X 1.50% / 365 days)	(RM20,320,000X 0.75% / 365 days)	(RM20,320,000X 0% /365 Days)
		3,090.00	1,002.00	1,670.00	418.00	0.00
Less :	Trustee fee for the day		(RM20,320,000X 0.05% / 365 days)	(RM40,640,000X 0.05% / 365 days)	(RM20,320,000X 0.05% / 365 days)	(RM20,320,000X 0.05% / 365 days)
Total N	NAV	140.00 101,596,770.00	28.00 20,318,970.00	56.00 40,638,274.00	28.00 20,319,554.00	28.00 20,319,972.00

[^]Multi-class ratio is apportioned based on the size of the Class relative to the whole Fund. This means the multiclass ratio is calculated by taking the value of a Class for a particular day and dividing it with the value of the Fund for that same day. This apportionment is expressed as a ratio and calculated as a percentage.

14. <u>Amendment to section 5.3 - Pricing of Units in "Chapter 5 - Transaction Information" on page 25 of the Prospectus</u>

The illustration on the calculation of selling price for sale of Units with sales charge in respect of Class A and Class B is hereby deleted in its entirety and replaced with the following:

Illustration - Sale of Units with sales charge

Example:

Class A or Class B

	Class A (RM)	Class B (USD)
Investment amount	RM10,000.00	USD10,000.00
Add: Sales charge (5.00%)	RM500.00	USD500.00
Total amount to be paid by	RM10,500.00	<u>USD10,500.00</u>
an investor Investment amount	RM10,000.00	USD10,000.00
Divide: NAV per Unit of a	RM1.00	USD1.00
Class Number of Units issued to an investor	10,000 Units	<u>10,000 Units</u>

15. <u>Amendment to section 6.2 - Investment in "Chapter 6 - Transaction Details" on page 27 of the Prospectus</u>

The following information on investment via EPF-MIS is hereby inserted after the last paragraph of this section:

Investment via EPF-MIS

You may withdraw a portion of your Account 1 Retirement Savings to invest in Class A subject to the terms and conditions of the EPF-MIS. The minimum investment amount for investments under the EPF-MIS is RM 1,000 (inclusive of sales charge) or the minimum investment amount of Class A, whichever is higher.

If you redeem your investments under the EPF-MIS, we will remit the redemption proceeds to EPF to be credited to your EPF account.

Class A is subject to annual evaluation by the EPF. Please contact us to confirm if Class A is currently eligible for investment under the EPF-MIS. In the event Class A is no longer offered under the EPF-MIS, Unit Holders who have invested through the EPF-MIS will remain invested in Class A, but there will not be any sale of new Units of Class A under the EPF-MIS thereafter. You may refer to the EPF's website at www.kwsp.gov.my for terms and conditions of the EPF-MIS and the updated list of eligible funds as and when revised by the EPF.

EPF members who opted for Simpanan Shariah may only invest in Islamic funds eligible for investment under the EPF-MIS.

16. <u>Amendment to section 6.4 - Cut-Off Time for Purchase and Redemption of Units in "Chapter 6 - Transaction Details" on page 28 of the Prospectus</u>

The following information is hereby inserted after the last paragraph of this section:

For purchase of Units made via the EPF-MIS, the price of Units will be on the date the EPF releases the payment. The sale of Units will only be honoured once we receive payment from the EPF or any official confirmation from the EPF on the approval of such payment.

17. <u>Amendment to section 6.6 - Switching in "Chapter 6 - Transaction Details" from pages 28 to 29 of the Prospectus</u>

The following information is hereby inserted after the last paragraph of this section:

Unit Holders who invest through the EPF-MIS are allowed to switch to any other EPF approved funds managed by the Manager (subject to the availability of units and terms of the intended fund to be switched into).

18. <u>Amendment to section 6.7 - Notice of Cooling-off Period in "Chapter 6 - Transaction Details" on page 29 of the Prospectus</u>

The following information is hereby inserted after the last paragraph of this section:

The cooling-off right is not applicable to the EPF-MIS. However, Unit Holders investing under the EPF-MIS will still be able to exercise their cooling-off right with the Manager. The amount will be refunded to the Unit Holder's EPF account by the Manager.

19. <u>Amendment to Mode of Distribution under section 6.8 - Distribution of Income in</u> "Chapter 6 - Transaction Details" from pages 29 to 30 of the Prospectus

The information on the mode of distribution is hereby deleted in its entirety and replaced with the following:

Mode of Distribution

You may elect to either receive your income payment via cash payment mode or reinvestment mode. If you did not elect the mode of distribution or if the distribution amount is less than RM100 for Class A and USD100 for Class B, Class C and Class D, all income distribution will be automatically reinvested in additional Units based on the NAV per Unit of the Class at the income payment date (which is within ten (10) calendar days from the income declaration date).

If you elect to receive income payment via cash payment mode, you may receive your income payment by way of telegraphic transfer on the income payment date (which is within ten (10) calendar days from the income declaration date).

Please note that all bank charges for the telegraphic transfer will be borne by you. The transfer charges will be deducted directly from the transferred amount before being paid to your bank account.

20. <u>Amendment to section 6.8 - Distribution of Income in "Chapter 6 - Transaction</u> Details" from pages 29 to 30 of the Prospectus

The following information is hereby inserted after the last paragraph of this section:

For Unit Holders who invest through the EPF-MIS, any income distributions paid will be considered as EPF savings and automatically reinvested in the form of additional Units for the Unit Holders.

21. Amendment to Details Of The Manager's Directors' and Substantial Shareholders' Direct And Indirect Interest In Other Corporations Carrying On A Similar Business in "Chapter 11 - Related Party Transactions and Conflict of Interest" on page 46 of the Prospectus

The information relating to the sole shareholder's direct and indirect interest in other corporations carrying on a similar business is hereby deleted in its entirety and replaced with the following:

As at 1 February 2019, Maybank Asset Management Group Berhad, which is our sole shareholder, has direct or indirect interests in the following corporations which are carrying on a similar business as us:

- (i) Maybank Islamic Asset Management Sdn Bhd;
- (ii) Maybank Asset Management Singapore Pte Ltd; and
- (iii) PT Maybank Asset Management.

22. <u>Amendment to section 12.5 - Unclaimed Monies in "Chapter 12 - Additional Information"</u> on page 47 of the Prospectus

The information on unclaimed monies is hereby deleted in its entirety and replaced with the following:

Any monies payable to you which remain unclaimed for one (1) year will be handled in accordance with the requirements of the Unclaimed Moneys Act, 1965.

23. <u>Deletion of section 12.6 - Unclaimed Income Distribution in "Chapter 12 - Additional Information" on page 47 of the Prospectus</u>

The information on unclaimed income distribution is hereby deleted in its entirety.

24. Amendment to the Facsimile Number of the Manager in "Chapter 16 - Directory" on page 60 of the Prospectus

The information on the facsimile number of the Manager is hereby deleted in its entirety and replaced with the following:

Fax No: 03 - 2715 0071

Responsibility Statements

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

Statements of Disclaimer

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

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

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

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

Additional Statements

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

The Maybank Greater China ASEAN Equity-I Fund has been certified as Shariah-compliant by the Shariah adviser appointed for the Fund.

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

Table of Contents

(1)	DEFINITIONS	1
(2)	CORPORATE DIRECTORY	5
(3)	INFORMATION ON THE FUND	7
3.1	NAME OF THE FUND	7
3.2	BASE CURRENCY	7
3.3	CATEGORY	7
3.4	INITIAL OFFER PRICE AND INITIAL OFFER PERIOD	7
3.5	INVESTMENT OBJECTIVE OF MGCE	7
3.6	INVESTMENT STRATEGY	7
3.7	RISK FACTORS	8
3.8	PERFORMANCE BENCHMARK	.12
3.9	ASSET ALLOCATION	.12
3.10	INVESTOR PROFILE	.12
3.11	RISK MANAGEMENT STRATEGIES	.12
3.12	PERMITTED INVESTMENTS	.13
3.13	INVESTMENT RESTRICTIONS AND LIMITS	.13
3.14	BASES OF VALUATION OF INVESTMENTS	. 15
3.15	SHARIAH INVESTMENT GUIDELINES	.16
(4)	FEES, CHARGES AND EXPENSES	.18
4.1	SALES CHARGE	.18
4.2	REDEMPTION CHARGE	.19
4.3	TRANSFER FEE	.19
4.4	SWITCHING FEE	.19
4.5	MANAGEMENT FEE	.19
4.6	TRUSTEE FEE	.20
4.7	FUND EXPENSES	.20
4.8	POLICY ON REBATES AND SOFT COMMISSIONS	.21
4.9	GOODS AND SERVICES TAX	.22
(5)	TRANSACTION INFORMATION	.23
5.1	VALUATION POINT	.23
5.2	COMPUTATION OF NAV AND NAV PER UNIT	.23
5.3	PRICING OF UNITS	.24
5.4	INCORRECT PRICING	.26
(6)	TRANSACTION DETAILS	.27
6.1	HOW AND WHERE TO PURCHASE AND REDEEM UNITS OF THE FUND	.27
6.2	INVESTMENT	.27
6.3	REDEMPTION OF UNITS	.27

6.4	CUT-OFF TIME FOR PURCHASE AND REDEMPTION OF UNITS	28
6.5	TRANSFER OF UNITS	28
6.6	SWITCHING	28
6.7	NOTICE OF COOLING-OFF PERIOD	29
6.8	DISTRIBUTION OF INCOME	29
(7)	THE MANAGER	31
7.1	BACKGROUND INFORMATION	31
7.2	FUNCTIONS, DUTIES AND RESPONSIBILITIES OF THE MANAGER	31
7.3	BOARD OF DIRECTORS OF THE MANAGER	32
7.4	ROLE OF THE INVESTMENT COMMITTEE	32
7.5	FUND MANAGEMENT FUNCTION	32
7.6	MATERIAL LITIGATION AND ARBITRATION OF THE MANAGER	33
7.7	EXTERNAL INVESTMENT MANAGER	33
(8)	THE TRUSTEE	35
8.1	BACKGROUND OF THE TRUSTEE	35
8.2	BOARD OF DIRECTORS	35
8.3	EXPERIENCE IN TRUSTEE BUSINESS	35
8.4	TRUSTEE'S ROLES, DUTIES AND RESPONSIBILITIES	35
8.5	TRUSTEE'S DISCLOSURE OF MATERIAL LITIGATION AND ARBITRATION	35
8.6	TRUSTEE'S DELEGATE	35
(9)	THE SHARIAH ADVISER	37
9.1	BACKGROUND	37
9.2	ROLES & RESPONSIBILITIES	37
9.3	PROFILE OF THE SHARIAH TEAM	37
(10)	SALIENT TERMS OF THE DEED	39
10.1	UNIT HOLDERS' RIGHTS AND LIABILITIES	39
10.2	MAXIMUM FEES AND CHARGES PERMITTED BY THE DEED	39
10.3	PROCEDURES TO INCREASE THE DIRECT AND INDIRECT FEES AND CHARGES	40
10.4	RETIREMENT, REMOVAL AND REPLACEMENT OF THE MANAGER	40
10.5	RETIREMENT, REMOVAL AND REPLACEMENT OF THE TRUSTEE	41
10.6	TERMINATION OF THE FUND	42
10.7	TERMINATION OF A CLASS OF UNITS	42
10.8	UNIT HOLDERS' MEETING	42
10.9	PERMITTED EXPENSES	42
(11)	RELATED PARTY TRANSACTIONS AND CONFLICT OF INTEREST	44
(12)	ADDITIONAL INFORMATION	47
12.1	OFFICIAL RECEIPT AND STATEMENT OF INVESTMENT	47
12 2	KEEDING TRACK OF THE DAILY PRICES OF LINITS	47

12.3	FINANCIAL REPORTS	.47
12.4	CHANGING ACCOUNT DETAILS	.47
12.5	UNCLAIMED MONIES	.47
12.6	UNCLAIMED INCOME DISTRIBUTION	.47
12.7	CUSTOMER INFORMATION SERVICE	.47
12.8	THE DEED	.48
(13)	DOCUMENTS AVAILABLE FOR INSPECTION	.49
(14)	TAXATION ADVISER'S LETTER	.50
(15)	UNIT TRUST FINANCING RISK DISCLOSURE STATEMENT	.59
(16)	DIRECTORY	.60

DEFINITIONS (1)

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

Act/ CMSA means the Capital Markets and Services Act 2007 including all

amendments thereto and all rules, regulations and guidelines issued

thereunder.

ASEAN means the Association of Southeast Asian Nations.

ASEAN CIS Framework means the framework for cross-border offerings of collective

investments schemes within ASEAN.

Bursa Malaysia means the stock exchange managed and operated by Bursa Malaysia

Securities Berhad (635998-W).

Business Day means a day on which Bursa Malaysia is open for trading. We may

also declare certain Business Days as non-Business Days when: one or more of the foreign markets in which the Fund is invested

therein is closed for trading; and/or

one or more of the collective investment schemes in which the Fund is invested therein declared certain business days as non-

business days.

Class(es) means any class of Units in the Fund representing similar interest in

the assets of the Fund and "Class" means any one class of Units.

Class A represents a Class denominated in RM for retail investors. For the

avoidance of doubt, Class A is to be offered to investors in Malaysia

only.

Class B represents a Class denominated in USD for retail investors.

Class C represents a Class denominated in USD for institutional investors.

Class D represents a Class denominated in USD for institutional investors.

Deed means the deed in respect of the Fund and any other supplemental

deed that may be entered into between us and the Trustee and

registered with the SC.

External Investment Manager/ refers to Maybank Islamic Asset Management Sdn Bhd (1042461-K).

MAIM FIMM

means the Federation of Investment Managers Malaysia.

financial institution means (a) if the institution is in Malaysia-

- licensed bank; (i)
- (ii) licensed investment bank; or
- (iii) licensed Islamic bank;
- if the institution is outside Malaysia, any institution that is licensed, registered, approved or authorised by the relevant banking regulator to provide financial services.

Forward Pricing means the Net Asset Value per Unit for the Fund calculated at the

next valuation point after a purchase request or a redemption

request, as the case may be, is received by us.

Fund/MGCE means the Maybank Greater China ASEAN Equity-I Fund.

Greater China refers to China, Hong Kong and Taiwan.

GST refers to the tax levied on goods and services pursuant to the Goods

and Services Tax Act 2014.

Guidelines means the Guidelines on Unit Trust Funds issued by the SC and any

other relevant guidelines issued by the SC.

Home Jurisdiction means the jurisdiction in which the Qualifying CIS is constituted or

established, and approved by the competent securities regulator of

that jurisdiction for offer to the public in that jurisdiction.

Home Regulator means the securities regulator of the Home Jurisdiction.

Host Jurisdiction means a jurisdiction (other than the Home Jurisdiction) in which the

Qualifying CIS is offered or to be offered to the public in that

jurisdiction.

Host Regulator means the securities regulator of the Host Jurisdiction.

Investment Adviser(s) means Value Partners Asset Management Singapore Pte. Ltd., as the

investment adviser of the Manager in relation to the investments of the Fund in the Greater China markets and Maybank Asset Management Singapore Pte. Ltd., as the investment adviser of the Manager in relation to the investments of the Fund in the ASEAN

markets.

Islamic deposits has the same meaning as defined in the Islamic Financial Services Act

2013.

LPD means latest practicable date as at 18 May 2018.

Long Term means a period of more than 5 years.

Manager / Maybank AM / we / means Maybank Asset Management Sdn Bhd (421779-M).

us / our

Maybank means Malayan Banking Berhad (3813-K).

Medium to Long-Term means a 3 to 5 years investment horizon.

MSCI means Morgan Stanley Capital International.

Net Asset Value or NAV means the value of all the assets of the Fund less the value of all the

liabilities of the Fund at a valuation point; solely for the purpose of computing the annual management fee and annual trustee fee, the NAV of the Fund is inclusive of the management fee and trustee fee

for the relevant day.

NAV per Unit means the NAV of the relevant Class, at a particular valuation point

divided by the number of Units in such Class, in circulation at the

same valuation point.

Organised Markets

refers to an exchange, government securities market or an over-thecounter market:

- (a) that is regulated by the relevant competent regulatory authority of that jurisdiction;
- (b) that is of good repute;
- (c) that is open to the public or a substantial number of market participants; and
- (d) on which financial instruments are regularly traded.

Prospectus

means this prospectus for the Fund.

Qualifying CIS

means a collective investment scheme constituted or established in its Home Jurisdiction which has been approved by its Home Regulator for offer to the public in the Home Jurisdiction, and assessed by its Home Regulator as suitable to apply to a Host Regulator for its units to be offered to the public cross-border in the Host Jurisdiction pursuant to the ASEAN CIS Framework.

Redemption Price

means the NAV per Unit payable to a Unit Holder pursuant to a redemption of a Unit; for the avoidance of doubt, the redemption price of Units does not include any redemption charge which may be imposed.

Special Resolution

means a resolution passed at a meeting of Unit Holders duly convened in accordance with the Deed and carried by a majority in number representing at least three-fourths of the value of the Units held by the Unit Holders voting at the meeting in person or by proxy; for the avoidance of doubt, "three-fourths of the Unit Holders present and voting at the meeting in person or by proxy" means three-fourths of the votes cast by the Unit Holders present and voting; for the purposes of winding-up the Fund or a Class, "Special Resolution" means a resolution passed at a meeting of Unit Holders duly convened in accordance with the Deed by a majority in number holding not less than three-fourths of the value of the votes cast by the Unit Holders present and voting at the meeting in person or by proxy.

RM

means Ringgit Malaysia.

SACSC

means the Shariah Advisory Council of the Securities Commission Malaysia.

SC

means the Securities Commission Malaysia.

Selling Price

means the NAV per Unit payable by an applicant for a Unit pursuant to a successful application for Units; for the avoidance of doubt, the selling price of Units does not include any sales charge which may be imposed.

Shariah

means Islamic law, originating from the *Qur'an* (the holy book of Islam), and its practices and explanations rendered by the prophet Muhammad (*pbuh*) and *ijtihad* of *ulamak* (personal effort by qualified Shariah scholars to determine the true ruling of the divine law on matters whose revelations are not explicit).

Trustee

means SCBMB Trustee Berhad (1005793-T).

Unit or Units

means an undivided share in the beneficial interest and/or right in the Fund and a measurement of the interest and/or right of a Unit Holder in the Fund and means a unit of the Fund or the relevant Class (as the context so requires).

Unit Holders/ you / yourselves means the person for the time being who is registered pursuant to the Deed as a holder of Units of a Class, including a jointholder. In relation to the Fund, means all the unit holders of every Class in the Fund.

USD

means United States Dollar.

U.S. (United States) Person(s)

means:

- (a) a U.S. citizen (including those who hold dual citizenship or a greencard holder);
- (b) a U.S. resident alien for tax purposes;
- a U.S. partnership; (c)
- a U.S. corporation; (d)
- any estate other than a non-U.S. estate; (e)
- (f) any trust if:
 - (i) a court within the U.S. is able to exercise primary supervision over the administration of the trust; and
 - (ii) one or more U.S. Persons have the authority to control all substantial decisions of the trust;
- any other person that is not a non-U.S. Person; or (g)
- any definition as may be prescribed under the Foreign (h) Account Tax Compliance Act, as may be amended from time to time.

(2) CORPORATE DIRECTORY

MANAGER Maybank Asset Management Sdn Bhd (421779-M)

REGISTERED OFFICE 5th Floor, Tower A

Dataran Maybank No. 1, Jalan Maarof 59000 Kuala Lumpur Tel No: 03 - 2297 7870

BUSINESS OFFICE Level 12, Tower C

Dataran Maybank No. 1, Jalan Maarof 59000 Kuala Lumpur

Tel No: 03 - 2297 7888

Fax No: 03 - 2297 7998

Email: mamcs@maybank.com.my
Website: http://www.maybank-am.com

TRUSTEE SCBMB Trustee Berhad (1005793-T)

REGISTERED OFFICE Level 16, Menara Standard Chartered

30, Jalan Sultan Ismail 50250 Kuala Lumpur

BUSINESS OFFICE Level 13A, Menara Standard Chartered

30, Jalan Sultan Ismail 50250 Kuala Lumpur Tel No: 03-2117 7777 Fax No: 03-2711 6060

SHARIAH ADVISER Amanie Advisors Sdn Bhd

REGISTERED OFFICE 3rd Mile Square, No. 151,

Jalan Klang Lama Batu 3 1/2,

58100 Kuala Lumpur

BUSINESS OFFICE Level 33, Menara Binjai

No 2, Jalan Binjai Off Jalan Ampang 50450 Kuala Lumpur Tel No: 03 - 2181 8228 Fax No: 03 - 2181 8219

INVESTMENT ADVISERS

For investments in the Greater China markets:

Value Partners Asset Management Singapore Pte. Ltd.

REGISTERED OFFICE AND BUSINESS OFFICE

9th Raffles Place, #18-06, Republic Plaza Singapore 048619 Tel No: +65 6718 0380 Fax No: +65 6718 0370 For investments in the ASEAN markets: Maybank Asset Management Singapore Pte. Ltd.

REGISTERED OFFICE 50 North Canal Road

#03-01

Singapore 059304

BUSINESS OFFICE

2 Battery Road #08-01 Maybank Tower Singapore 049907

(3) INFORMATION ON THE FUND

3.1 Name of the Fund

Maybank Greater China ASEAN Equity-I Fund

Note: The name of the Fund has been changed from Maybank Bosera Greater China ASEAN Equity-I Fund to Maybank Greater China ASEAN Equity-I Fund with effect from 11 June 2018.

3.2 Base Currency

RM

3.3 Category

Equity (Shariah)

3.4 Initial Offer Price and Initial Offer Period

Class A	Class B	Class C	Class D
The initial offer p	USD1.00		

The initial offer period for Class D will be 21 calendar days from the date of this Prospectus.

3.5 Investment Objective of MGCE

The Fund aims to achieve capital growth over the Long Term by investing in Shariah-compliant shares and/or other Shariah-compliant securities equivalent to shares.

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

3.6 Investment Strategy

To achieve the Fund's objective, the Fund will invest between 70% to 98% of the Fund's NAV in Shariah-compliant shares and/or other Shariah-compliant securities equivalent to shares such as warrants issued by companies whose businesses are in Greater China and ASEAN and American depositary receipts. We will also invest between 2% to 30% of the Fund's NAV in Islamic liquid assets including Islamic money market instruments and placement in Islamic deposits for liquidity purposes and/or Shariah-compliant collective investment schemes.

The Fund's investments in Greater China and ASEAN enterprises are those of companies whose securities are listed in Greater China and ASEAN markets and other markets such as the United States of America and United Kingdom markets. These are companies that have at least 50% of its business operations located in Greater China and ASEAN and/or have at least 50% of its revenues derived from Greater China and ASEAN.

We will adopt a top-down investment approach in constructing the Fund's portfolio. In adopting the top-down investment approach, we take into consideration the equity market outlook over the Medium to Long-Term horizon. Besides that, we would also adopt a bottom-up investment process where individual share analysis would be conducted for Shariah-compliant shares selection in constructing the Fund's portfolio. Analysis conducted on a

particular Shariah-compliant share would be based on fundamental analysis comprising quantitative and qualitative analysis. Qualitative approach takes into consideration of, amongst others, the company's corporate governance, competency of its management, business cycles as well as competitive advantages. Quantitative approach would cover, amongst others, the company's profitability, its market capitalization, valuation, gearing and liquidity.

The Fund's investments in foreign markets are limited to Organised Markets where the regulatory authority is a member of the International Organization of Securities Commissions (IOSCO). The foreign markets which the Fund will invest in includes, but are not limited to, China, Hong Kong, Taiwan, Malaysia, Singapore, the Philippines, Indonesia, Thailand, Vietnam, United States of America and United Kingdom.

When investing in foreign markets which require prior permission or approval such as in the form of an investment licence, investor code or investor registration, we shall obtain such necessary permission or approval in order to invest in such markets.

The Fund would be actively managed. However, how active or the frequency of trading of securities will very much depend on market opportunities.

Temporary Defensive Positions

We may take temporary defensive positions that may be inconsistent with the Fund's investment strategy in attempting to respond to adverse market, political or economic conditions. Under such situations, the Fund may hold up to all of the Fund's NAV in Islamic liquid assets such as Islamic money market instruments or placement in Islamic deposits and/or Shariah-compliant collective investment schemes. The defensive positions may be adopted for a time period as we consider appropriate in consultation with the Trustee.

3.7 Risk Factors

All investments carry some degree of risk. In relation to this, returns are not guaranteed to Unit Holders. If an investor expects a high return on investment, usually, the risk that the investor would have to bear would also be high, and vice versa. The choice of investing in the Fund is made at the discretion of the investors. There is a chance whereby the Fund chosen by you may not suit your needs and circumstances. You should rely on your own evaluation to assess the merits and risks when investing in the Fund.

Our role as the Manager of the Fund is to invest in a portfolio of assets which is adequately suited to potentially achieve the objective of the Fund, while at the same time working towards mitigating the risk of the portfolio of assets as much as possible, through careful asset allocation and security selection, as well as through diversification, i.e. spreading risk across a basket of multiple assets or securities which have low or negative correlations with one another.

Before making an investment in the Fund, you should consider the various risks that may affect the Fund and your investment.

General Risks of Investing in the Fund

GENERAL RISKS	
Market Risk	Market risk refers to the possibility that an investment will lose value because of a general decline in financial markets, due to economic, political and/or other factors, which will result in a decline in the Fund's NAV. We will monitor the financial markets closely and act on any adverse news accordingly.
Inflation Risk	This is the risk that your investment in the Fund may not grow or generate income at a rate that keeps pace with inflation. This would

GENERAL RISKS	
	reduce your purchasing power even though the value of the
	investment in monetary terms has increased.
Liquidity Risk	Liquidity risk refers to the lack of ease which an investment can be liquidated at or near its fair value, depending on the volume traded on the market. It may occur when the Fund holds investments which are thinly traded, and if at the same time, the Fund experiences large redemptions, which in turn, would require the selling of investments at a point in time when prices are unfavourable due to insufficient buyers in the market at the actual or desired prices. We may also be required to prematurely unwind our investments resulting in foregone profits, thus reducing the Fund's potential returns. The risk is mitigated by diversifying the investment in a wide range of securities and avoiding securities with poor liquidity.
Management Risk	This risk refers to the day-to-day management of the Fund by us which will impact the performance of the Fund. For example, investment decisions undertaken by us, 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. In order to mitigate this risk, the implementation of internal controls and a structured investment process and operational procedures has been put in place by us.
Non-compliance Risk	This risk refers to the possibility that we may not follow the provisions set out in this Prospectus or the Deed or the laws, rules, Guidelines or internal operating policies which governs the Fund. Non-compliance may occur directly due to factors such as human error or system failure and can also occur indirectly due to amendment on the relevant regulatory frameworks, laws, rules, and other legal practices affecting the Fund. This risk may result in operational disruptions and potential losses to the Fund. We aim to mitigate this risk by placing stringent internal policies and procedures and compliance monitoring processes to ensure that the Fund is in compliance with the relevant fund regulations or Guidelines.
Financing Risk	The NAV per Unit of each Class fluctuates according to the value of the underlying portfolio. You should assess the inherent risk of investing with borrowed money which should include the following:
	 i) The ability to service the financing payments and the effect of increase in profit rates on financing payments; and ii) (in a case where Units are used as collateral to the financing) the ability to provide additional collateral should Unit prices fall beyond a certain level.
	You are discouraged from financing the purchase of Units via borrowings and should assess the inherent risk of investing with borrowed money as returns are not guaranteed.
Returns Are Not Guaranteed	You should be aware that there is no guarantee of any income distribution or capital appreciation by investing in the Fund. Unlike fixed deposits placed directly with any financial institutions which carry a specific rate of return, the Fund does not provide a fixed rate of return.

Specific Risks of the Fund

SPECIFIC RISKS		
Stock Specific Risk	Prices of a particular stock may fluctuate in response to the	
Social Specific Rusik	circumstances affecting individual companies such as adverse financial performance, news of a possible merger or loss of key personnel of a company. Any adverse price movements of such stock	
	will adversely affect the Fund's NAV. The impact of a specific stock may be reduced as the Fund invests in a wide portfolio of stocks of different companies thereby spreading the element of this risk through diversification.	
Risk of Investing In Emerging Markets	The Fund may invest in emerging markets which exhibit lower levels of capital market development when compared to those of developed markets. Given the fast changing investment landscape of emerging markets, areas such as accounting standards, legal and business environment in emerging markets may be less organised when compared to developed markets, increasing the risks of investing in emerging markets. Generally, investment returns in emerging markets are expected to be more volatile than those in developed markets, resulting in potentially higher investment risk that may affect the Fund's returns. In addition to conducting investment research, risk of investing in emerging markets may be mitigated by diversifying the Fund's exposures across various countries.	
Country Risk	Investments of the Fund in any countries may be affected by changes in the economic and political climate, 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.	
	You should also take note that where investments are made in foreign markets which require prior permission or approval in the form of an investment license, investor code or investor registration, a change in such regulation may lead to non-renewal of registration and/or revocation of license or approval to invest in the country, affecting the Fund's investment in those foreign markets. As a result, we would seek to invest in other accessible markets. We will attempt to mitigate this risk by diversifying the Fund's country exposures.	
Currency Risk	(a) Currency risk at the Fund's portfolio level	
	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. You 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. You 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.	
	(b) Currency risk at the Class level	
	The impact of the exchange rate movement between the base currency of the Fund and the currency of Class B, Class C and Class	

CDECIEIC DICKS	
SPECIFIC RISKS	D may result in a depreciation of your holdings as expressed in the
	D may result in a depreciation of your holdings as expressed in the base currency of the Fund.
Reclassification of Shariah Status Risk	This risk refers to the risk that the currently held Shariah-compliant equities in the Fund may be reclassified as Shariah non-compliant in the periodic review of the equities by the SACSC, the Shariah adviser or the Shariah boards of the relevant Islamic indices. If this occurs, we will take the necessary steps to dispose such equities. 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 equities.
	Please refer to section 3.15 in the Prospectus on the Fund's Shariah methodology on the treatment of gains and losses as a result of the reclassification of Shariah non-compliant equities.
Profit Rate Risk	The return of Islamic deposits moves in tandem with fluctuations in profit rates. In the event of a decrease in profit rates, the returns of any new placements in Islamic deposits will also decrease. When profit rates rise, profit income for any new placements in Islamic deposits will also increase. Depending on our view of the future profit rate trend, we attempt to mitigate the profit rate risk of the Fund's investments by managing the investments of the Fund. Note: Since the Fund adopts the accrual accounting approach for its valuation of Islamic deposits, there will not be any mark-to-market gain or loss due to profit rate movements. Based on the accrual valuation approach, all Islamic deposits placed with financial
	institutions will be valued each Business Day by reference to the principal value of such Islamic deposits and the profits will be accrued daily for the relevant period. Changes in profit rates will impact the prices of Islamic money market instruments. In general, the prices of Islamic money market instruments are inversely related to the movement of profit rates. Higher profit rates will drive the prices of Islamic money market instruments lower. Profit rate risk can be mitigated if the Islamic money market instruments are held to maturity.
Default Risk	This risk relates to the creditworthiness of a financial institution or an issuer and its expected ability to make timely payments of profit and/or principal. Any adverse situations faced by the financial institution or issuer may impact the value as well as liquidity of the Islamic deposits or Islamic money market instruments. In the event a financial institution or an issuer defaults on its obligations, i.e. unable to service timely payments of profit and/or pay the principal amount upon maturity, this may result in the loss of capital and/or income, thus reducing the value of the Fund. We will conduct ongoing monitoring of the financial institution's or issuer's credit ratings.
Counterparty Risk	Counterparty risk refers to a risk that relates to the credit standing of counterparties when over-the-counter transactions are carried out and is generally not applicable to transactions performed through exchanges. In the event where counterparties of a contract fail to live up to its contractual obligations, the Fund will suffer from financial losses. The Fund seeks to reduce this risk by performing fundamental credit research and analysis to determine the creditworthiness of counterparties, prior to commencement of the investment.
Warrants Risk	The Fund may also invest in Shariah-compliant securities equivalent to shares such as warrants. The price of warrants is typically linked

SPECIFIC RISKS	
	to the underlying stocks. However, the price and performance of such warrants will generally fluctuate more than the underlying stocks because of the greater volatility of the warrants market. Generally, as the warrants have a limited life, they will depreciate in value as they approach their maturity date, assuming that all other factors remain unchanged. Warrants that are not exercised at maturity become worthless and negatively affect the NAV of the Fund.

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

3.8 Performance Benchmark

The performance of the Fund is benchmarked against the 35% MSCI China Islamic Index + 15% MSCI Hong Kong Islamic Index + 50% MSCI AC ASEAN Islamic Index.

The composite benchmark index is a reflection of the Fund's average asset allocation over the Long Term as the Fund will invest between 70% to 98% of the Fund's NAV in Shariah-compliant shares and/or other Shariah-compliant securities equivalent to shares issued by companies whose businesses are in Greater China and ASEAN markets while the remainder of the Fund's NAV will be invested in Islamic liquid assets.

The information on the benchmark can be obtained from our client servicing personnel at Maybank AM's office at 03 - 2297 7888.

Note: The risk profile of the Fund is different from the risk profile of the performance benchmark.

3.9 Asset Allocation

Asset Type	% of the Fund's NAV
Shariah-compliant shares and/or other Shariah-compliant securities equivalent to shares	Between 70% to 98%
Islamic liquid assets including Islamic money market instruments and placement in Islamic deposits and/or Shariah-compliant collective investment schemes	Between 2% - 30%

3.10 Investor Profile

This Fund is suitable for you if:

- you wish to gain exposure to the Greater China and ASEAN markets;
- you are seeking capital growth through a Shariah-compliant fund; and
- you have a Long Term investment horizon.

3.11 Risk Management Strategies

Risk management is an integral part of our investment management process. We employ measures such as asset allocation strategy in order to manage the specific risks of the Fund. When downturn is expected in equity markets and liquidity risks are high, we may reduce our proportion of Shariah-compliant shares and/or other Shariah-compliant securities equivalent to

shares and increase its asset allocation to Islamic liquid assets to safeguard the investment portfolio of the Fund. The Fund's exposure will also be spread across various countries, sectors, counterparties and companies as diversification strategy is also recognized by us as an essential risk management strategy for the Fund.

We shall ensure that proper procedures and parameters are in place in order to manage the risks that are applicable to the Fund, as well as to ensure that the Fund is managed in accordance with the Prospectus, Deed, Guidelines and the Standards of Qualifying CIS. Regular monitoring, reviews and reporting are also undertaken by the Manager to ensure that the Fund's investment objective is met.

3.12 Permitted Investments

The Fund is permitted to invest in the following:

- (a) Shariah-compliant shares and/or other Shariah-compliant securities equivalent to shares;
- (b) placements in Islamic deposits;
- (c) Islamic money market instruments;
- (d) Shariah-compliant collective investment schemes; and
- (e) any other investment permitted by the SC and the Shariah adviser which is in line with the objective of the Fund.

3.13 Investment Restrictions and Limits

Exposure Limit

(a) The value of the Fund's investments in Shariah-compliant unlisted shares must not exceed 5% of the Fund's NAV.

Investment Spread Limits

- (b) The value of the Fund's investments in Shariah-compliant ordinary shares issued by any single body must not exceed 10% of the Fund's NAV.
- (c) The value of the Fund's investments in Shariah-compliant transferable securities and Islamic money market instruments issued by any single body must not exceed 10% of the Fund's NAV.
- (d) The single body limit in item (c) above in relation to Islamic money market instruments may be increased to a maximum of 35% of the NAV of the Fund if the single body is the Malaysian government or Bank Negara Malaysia.
- (e) The value of the Fund's placement in Islamic deposits with any single institution must not exceed 20% of the Fund's NAV.
- (f) If the Fund invests in the following investments, the limit in items (c) and (e) above is lowered to 5%:
 - (i) Islamic deposits placed with unrated or non-investment grade financial institution:
 - (ii) Islamic money market instruments not dealt in on an Organised Market or issued by an unrated or non-investment grade issuing body; and
 - (iii) unlisted Shariah-compliant shares.

Notwithstanding item f(ii) above, we may rely on the rating of an unrated or non-

investment grade issuer's parent company or guarantor provided that an explicit guarantee by the parent company or the guarantor for the issuer is in place.

- (g) The Fund's investments in the following must not, in aggregate, exceed 15% of the Fund's NAV:
 - (i) Islamic deposits placed with unrated or non-investment grade financial institution;
 - (ii) Islamic money market instruments not dealt in on an Organised Market or issued by an unrated or non-investment grade issuing body; and
 - (iii) unlisted Shariah-compliant shares.
- (h) The limit in item (g) above does not apply to Islamic deposits or Islamic money market instruments where the:
 - (i) financial institution, issuing body or counterparty is rated investment grade only with a national rating scale; and
 - (ii) the jurisdiction in which the issuing body or counterparty is domiciled has a sovereign credit rating that is at least investment grade.
- (i) The aggregate value of the Fund's investments in Shariah-compliant transferable securities, Islamic money market instruments and Islamic deposits issued by or placed with (as the case may be) any single body must not exceed 25% of the Fund's NAV.
- (j) The Fund's investments in units of each Shariah-compliant Qualifying CIS or Shariah-compliant non-Qualifying CIS authorised in signatory countries for public offers must not exceed 10% of the Fund's NAV.
- (k) The Fund's investments in units of all Shariah-compliant non-Qualifying CIS (excluding investment in units of Shariah-compliant non-Qualifying CIS that invest in real estate and/or real estate-related investments, provided that the units of the Shariah-compliant non-Qualifying CIS are listed for quotation and traded on an organised exchange in a signatory country) must not exceed 20% of Fund's NAV.
- (l) The Fund must not invest, in aggregate, more than 20% of its NAV in Shariah-compliant transferable securities, Islamic money market instruments and Islamic deposits issued by any single business group.

Investment Concentration Limits

- (m) The Fund's investments in Shariah-compliant transferable securities (other than sukuk) must not exceed 10% of the securities issued by any single body.
- (n) The Fund's investments in Islamic money market instruments must not exceed 10% of the instruments issued by any single body. The limit does not apply to Islamic money market instruments that do not have a pre-determined issue size.
- (o) The Fund's investments in Shariah-compliant Qualifying CIS or Shariah-compliant non-Qualifying CIS must not exceed 25% of the units/shares in any one Shariah-compliant Qualifying CIS or Shariah-compliant non-Qualifying CIS.

The above stated limits and restrictions shall be complied with at all times based on the most up-to-date value of the Fund's investments and instruments. However, a 5% allowance in excess of any limits or restrictions may be permitted where the limit or restriction is breached through the appreciation or depreciation in value of the NAV of the Fund (as a result of an appreciation or depreciation in value of investments or as a result of the redemption of Units or payment made from the Fund). Once the relevant limit is breached, no further acquisitions of the particular securities involved shall be made and we will rectify such breaches as soon as practicable, but no later than three (3) months from the date of the breach unless the Trustee is satisfied that it is in your best interests for this period to be extended. Such extension should be notified by us to you and subject to monthly review by the Trustee.

We shall inform the SC and Trustee within three (3) Business Days after we become aware of any breach of the investment restrictions. Nonetheless, we need not report to the SC in the event of any breach of investment limits that is not the consequence of an investment decision.

3.14 Bases of Valuation of Investments

<u>Listed Shariah-compliant shares and listed Shariah-compliant collective investment schemes</u> ("listed securities")

Listed securities will be valued daily based on the last done market price.

However, if:-

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

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

Unlisted Shariah-compliant shares

Investment in unlisted Shariah-compliant shares will be valued daily at fair value as determined in good faith by the Manager or its delegate, on methods or bases which have been verified by the auditor of the Fund and approved by the Trustee.

Placement in Islamic deposits

Placements in Islamic deposits with financial institutions are valued each day by reference to the value of such investments and the profit accrued thereon for the relevant period.

Islamic money market instruments

Investments in Islamic money market instruments with more than 90 days remaining to maturity will be valued each day based on fair value as determined in good faith by the Manager, on methods or bases which have been verified by the auditor of the Fund and approved by the Trustee.

Investments in Islamic money market instruments with 90 days remaining to maturity are permitted to be valued each day at cost, adjusted for amortisation of premium or accretion of discount over their par value at the time of acquisition, less provision for any diminution in value.

Unlisted Shariah-compliant collective investment schemes

Investments in unlisted Shariah-compliant collective investment schemes will be valued daily based on its last published repurchase price.

Foreign Exchange Translation

Foreign exchange translation of foreign investments for a particular Business Day is determined based on the bid exchange rate quoted by Bloomberg or Reuters at UK time 4.00 p.m. which is equivalent to 11.00 p.m. or 12.00 a.m. midnight (Malaysian time) on the same day, or such other time as prescribed from time to time by FIMM or any relevant laws.

3.15 Shariah Investment Guidelines

At all times, the Fund shall invest in instruments that are allowed under Shariah principles based on the Shariah adviser's established parameters.

The following matters are adopted by the Shariah adviser in determining the Shariah status of the Fund's investments:

- (a) The Fund shall invest in securities listed under the list of Shariah-compliant securities issued by:
 - the local Shariah governing bodies of the respective countries such as SACSC and/or Majelis Ulama Indonesia in Indonesia; and/or
 - any Shariah indices recognized internationally including but not limited to the MSCI Islamic Index Series.
- (b) Any local or foreign securities which are not certified by the SACSC and Majelis Ulama Indonesia in Indonesia or listed under the list of Shariah-compliant securities issued by Shariah indices recognized internationally shall be determined in accordance with the ruling issued by the Shariah adviser as follows:

Level 1: Business Activity Screening

a) The five-per cent benchmark:

The Shariah investment guidelines do not allow investment in companies which are directly active in, or derive more than 5% of their revenue or profit before taxation (cumulatively) from, the following activities ("prohibited activities"):

- Conventional banking;
- Conventional insurance;
- Gambling;
- Liquor and liquor-related activities;
- Pork and pork-related activities;
- Non-halal food and beverages;
- Shariah non-compliant entertainment;
- Tobacco and tobacco-related activities;
- Interest income from conventional accounts and instruments;
- Dividends from Shariah non-compliant investments; and
- Other activities deemed non-compliant according to Shariah.
- b) The twenty-per cent benchmark:

This is applicable to the following activities ("prohibited activities") which shall not be more than 20% of the revenue or profit before taxation:

- Share trading;
- Stockbroking business;
- Rental received from Shariah non-compliant activities; and
- Other activities deemed non-compliant according to Shariah.

Level 2: Financial Screening

a) Cash over total assets

Cash only includes cash placed in conventional accounts and instruments, whereas cash placed in Islamic accounts and instruments is excluded from the calculation.

b) Debt over total assets

Debt only includes interest-bearing debt whereas Islamic financing or sukuk is excluded from the calculation.

Both ratio mentioned above must be lower than 33%. These ratios are to measure Shariah non-compliant activities such as riba' and riba' based elements within the companies.

In addition to the two levels of screening as mentioned above, the qualitative aspect of the companies will also be considered such as the public perception or image of the company's activities from the perspective of Islamic teaching.

Cleansing/ Purification Process for the Fund

(1) Cleansing process for the Fund

(a) Shariah non-compliant Investment

Shariah non-compliant investment made by the Manager will be disposed of or withdrawn as soon as possible. In the event the investment results in gain (through capital gain and/or dividend), the gain is to be channeled to *Baitulmal* or any other charitable bodies as advised by the Shariah adviser. If the disposal of the investment results in losses to the Fund, the losses are to be borne by us.

(b) Reclassification of Shariah Status of the Fund's Investment

If a security is reclassified as Shariah non-compliant by the SACSC, Shariah Advisory Council of Bank Negara Malaysia and/or the Shariah board of the MSCI Islamic Index Series, as per the Shariah adviser's advice, the said security shall be disposed of soonest practical, once the total amount of dividends received and the market value held equal the original investment costs.

Any capital gains arising from the disposal of the Shariah non-compliant security made at the time of the announcement can be kept by the Fund. However, any excess capital gains derived from the disposal after the announcement/review day at a market price that is higher than the closing price on the announcement/review day is to be channeled to *Baitumal* or any charitable bodies as advised by the Shariah adviser.

(c) Purification of cash dividend

The cleansing process is the means by which all remaining elements of non-permissible income are removed or purged from a portfolio through dividend cleansing. The process applies mainly to non-permissible income as per MSCI screening methodology and should be disposed according to the same methodology of MSCI. The cleansed income shall be channeled to charities as approved by the Shariah adviser.

(2) Zakat for the Fund

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

(4) FEES, CHARGES AND EXPENSES

Due to multiple Classes in this Fund, the **indirect** fees and/or charges for the Fund are apportioned based on the size of the Class relative to the whole Fund. This means that the multiclass ratio ("MCR") is calculated by taking the "value of a Class" for a particular day and dividing it with the "value of the Fund" for that same day. This apportionment is expressed as a ratio and calculated as a percentage. As an illustration, assuming there is an indirect fee chargeable to the Fund of RM100 and the size of Class A, Class B, Class C and Class D over the size of the Fund is 20%, 40%, 20% and 20% respectively, the ratio of the apportionment based on the percentage will be 20:40:20:20, 20% being borne by Class A, 40% being borne by Class B, 20% being borne by Class C and 20% being borne by Class D.

Please refer to the illustration in Section 5.2 below for better clarity.

Charges

The following describes the charges that you may **directly** incur when buying or redeeming Units of the Fund:

4.1 Sales Charge

A sales charge may be imposed by us on the purchase of Units in each Class of the Fund.

The sales charge shall be a percentage of the NAV per Unit of each Class and is disclosed as follows:

Fund	NAV per Unit of each Class			
	Class A (Retail - RM)	Class B (Retail - USD)	Class C (Institutional - USD)	Class D (Institutional - USD)
Sales Charge*	Up to 5.00%		Ni	l

^{*}We reserve the right to waive or reduce the sales charge at its absolute discretion. You may also negotiate for a lower sales charge. All sales charges will be rounded up to two (2) decimal places and will be retained by us.

Note: Sales charge stated above is exclusive of GST.

Illustration - Computation of sales charge

Example:

If you wish to invest RM10,000.00 in the Class A of the Fund which imposes a sales charge of 5.00% of the NAV per Unit of a Class, the total amount of sales charge will be:

 $5.00\% \times 10,000.00 = RM500.00$

A GST of 0% will be applicable to the sales charge as follows:

 $0\% \times RM500 = RM0.00$

The total amount to be paid by you for your investment will therefore be: RM10,000.00 + RM500.00 + RM0.00 = RM10,500.00 (inclusive of sales charge and GST).

4.2 Redemption Charge

No redemption charge will be imposed on you.

4.3 Transfer Fee

A transfer fee of RM10.00 per transfer for Class A or USD10.00 per transfer for Class B, Class C and Class D will be imposed on you.

4.4 Switching Fee

A switching fee of RM10.00 per switch for Class A or USD10.00 per switch for Class B, Class C and Class D will be imposed on you.

Note:

- (1) The Manager will impose a switching fee for Classes A, B & C with effect from 11 June 2018 and for Class D from the date of this Prospectus.
- (2) The Manager reserves the right to waive the switching fee.
- (3) In addition to the switching fee, you will have to pay the difference in sales charge when switching from a fund with lower sales charge to a fund with higher sales charge.

Fees And Expenses

The fees and expenses **indirectly** incurred by you when investing in each Class of the Fund are as follows:

4.5 Management Fee

Fund	NAV of the Class per annum			
	Class A (Retail - RM)	Class B (Retail - USD)	Class C (Institutional - USD)	Class D (Institutional - USD)
Management Fee	Up to 1.80%	Up to 1.50%	Up to 0.75%	Nil

Please note that the example below is for illustration purposes only:

Assuming that the NAV of the Class A is RM100 million for that day, the accrued management fee (exclusive of GST) of the Class A of the Fund for that day would be:

$$\frac{\text{RM}100,000,000 \times 1.80\%}{365 \text{ days}} = \text{RM}4,931.51 \text{ per day}$$

A GST of 0% will be applicable to the management fee.

GST applicable to the management fee for that day

- = management fee for that day x GST
- $= RM4,931.51 \times 0\%$
- = RM0.00 (rounded to 2 decimal points)

Management fee for that day charged by the Fund inclusive of GST

- = RM4,931.51 + RM0.00
- = RM4,931.51

The management fee is calculated and accrued daily in the Fund's base currency, RM, and paid monthly to us and is apportioned to each Class based on the MCR.

4.6 Trustee Fee

The Trustee is entitled to a trustee fee of up to 0.05% per annum of the NAV of the Fund, subject to a maximum of RM150,000.00 per annum (excluding foreign custodian fees and charges), accrued daily in the Fund's base currency, RM, and payable monthly to the Trustee.

Illustration - Computation of trustee fee

Example:

Assuming that the NAV of the Fund is RM100 million for that day, the accrued trustee fee (exclusive of GST) for the Fund for that day would be:

$$\frac{\text{RM}100,000,000 \times 0.05\%}{365 \text{ days}}$$
 = RM136.99 per day

A GST of 0% will be applicable to the trustee fee.

GST applicable to the trustee fee for that day

- = trustee fee for that day x GST
- $= RM136.99 \times 0\%$
- = RM0.00 (rounded to 2 decimal points)

Trustee fee for that day charged by the Fund inclusive of GST

- = RM136.99 + RM0.00
- = RM136.99

4.7 Fund Expenses

In administering the Fund, only fees and expenses that are directly related and necessary to the operation and administration of the Fund may be charged to the Fund. These include (but not limited to) the following:

- (i) commissions or fees paid to brokers in effecting dealings in the investments of the Fund, shown on the contract notes or confirmation notes;
- (ii) taxes and other duties charged on the Fund by the government and/or other authorities;
- (iii) costs, fees and expenses properly incurred by the auditor;
- (iv) costs, fees and expenses incurred for the valuation of any investment of the Fund by independent valuers for the benefit of the Fund;
- (v) 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;
- (vi) 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;
- (vii) costs, commissions, fees and expenses of the sale, purchase, takaful and any other dealing of any asset of the Fund;

- (viii) costs, fees and expenses incurred in engaging any specialist approved by the Trustee for investigating or evaluating any proposed investment of the Fund;
- (ix) costs, fees and expenses incurred in engaging any valuer, adviser or contractor for the benefit of the Fund;
- (x) costs, fees and expenses incurred in the preparation and audit of the taxation, returns and accounts of the Fund;
- (xi) 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;
- (xii) 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);
- (xiii) remuneration and out of pocket expenses of the independent members of the investment committee of the Fund, unless the Manager decides otherwise;
- (xiv) 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;
- (xv) costs and expenses incurred in relation to the distribution of income (if any);
- (xvi) (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; and
- (xvii) 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.

Expenses related to the issuance of this Prospectus will be borne by us.

Note: All fees, charges and expenses stated herein are exclusive of GST. You and/or the Fund (as the case may be) are responsible to pay the applicable amount of GST in addition to the fees, charges and expenses stated herein.

4.8 Policy on Rebates and Soft Commissions

The Manager, fund manager, Trustee or Trustee's delegate should not retain any rebate from, or otherwise share in any commission with, any broker or dealer in consideration for directing dealings in the investments of the Fund.

However, soft commissions may be retained by the Manager or the fund manager if:

- (i) the goods and services are of demonstrable benefit to Unit Holders and in the form of research and advisory services that assist in the decision making process relating to the investments of the Fund such as research material, data and quotation services and investment management tools; and
- (ii) any dealing with the broker or dealer is executed on terms which are the most favourable for the Fund.

4.9 Goods and Services Tax

All fees and charges which are incurred by the Fund and payable to the Manager, the Trustee and/or other service providers are subject to GST, if applicable.

Where GST is applicable to the extent that services is provided to the Fund and/or the Unit Holders, the amount of GST payable on any related fee, charge and/or expense will be borne by the Unit Holder and/or the Fund, as the case may be, in addition to the applicable fees, charges and expenses stated in the Prospectus.

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

(5) TRANSACTION INFORMATION

5.1 Valuation Point

The Fund must be valued at least once every Business Day. The Fund will be valued at **4.00** p.m. every Business Day.

However, certain foreign markets in which the Fund may invest in have different time zones from that of Malaysia. Accordingly, the valuation of the Fund will be conducted by 4.00 p.m. on the next Business Day, when the closing prices of the foreign markets would be available. As such, the daily price of the Fund for a particular Business Day will be published two (2) Business Days later.

For currency translation of foreign securities to the Fund's base currency (RM), the valuation shall be based on the bid exchange rate quoted by Bloomberg or Reuters at UK time 4.00 p.m. which is equivalent to 11.00 p.m. or 12.00 midnight (Malaysian time) on the same day, or such other time as prescribed from time to time by FIMM or any relevant laws.

We shall convert all expenses and income of the Fund denominated in currencies other than RM into the Fund's base currency, RM.

5.2 Computation of NAV and NAV per Unit

The valuation of the Fund will be done in the Fund's base currency, RM. All assets and cash denominated in currencies other than RM will be translated into RM for valuation purposes.

The NAV of the Fund is determined daily at the valuation point by deducting the value of the Fund's liabilities from the value of the Fund's assets. For the purpose of computing the management fee and trustee fee, the NAV of the Fund should be inclusive of the management fee and the trustee fee.

Please note that the example below is for illustration only:

		Fund (RM)	Class A (RM)	Class B (RM)	Class C (RM)	Class D (RM)
	Value of the Fund/Class	101,500,000.00	20,300,000.00	40,600,000.00	20,300,000.00	20,300,000.00
	Multi-class ratio^	100%	20%	40%	20%	20%
Add:	Other assets (including cash) & income	200,000.00	40,000.00	80,000.00	40,000.00	40,000.00
Less :	Liabilities	100,000.00	20,000.00	40,000.00	20,000.00	20,000.00
	NAV before deducting management fee and trustee fee for the day	101,600,000.00	20,320,000.00	40,640,000.00	20,320,000.00	20,320,000.00
Less:	Management fee for the day		(RM20,320,000X 1.80% / 365 days)	(RM40,640,000X 1.50% / 365 days)	(RM20,320,000X 0.75% / 365 days)	(RM20,320,000X 0% /365 Days)
		3,090.00	1,002.00	1,670.00	418.00	0.00

Less :	GST on management		(RM1002 x 0%)	$(RM1670 \times 0\%)$	(RM418 x 0%)	$(RM0 \times 0\%)$
	fee for the day	0.00	0.00	0.00	0.00	0.00
Less :	Trustee fee for the day		(RM20,320,000X 0.05% / 365 days)	(RM40,640,000X 0.05% / 365 days)	(RM20,320,000X 0.05% / 365 days)	(RM20,320,000X 0.05% / 365 days)
		140.00	28.00	56.00	28.00	28.00
Less:	GST on trustee fee for the day		(RM28 x 0%)	(RM56 x 0%)	(RM28 x 0%)	(RM28 x 0%)
	(RM140.00 x 0%)	0.00	0.00	0.00	0.00	0.00
Total N	VAV	101,596,770.00	20,318,970.00	40,638,274.00	20,319,554.00	20,319,972.00

[^]Multi-class ratio is apportioned based on the size of the Class relative to the whole Fund. This means the multiclass ratio is calculated by taking the value of a Class for a particular day and dividing it with the value of the Fund for that same day. This apportionment is expressed as a ratio and calculated as a percentage.

The NAV per Unit of a Class is the NAV of the Fund attributable to a Class divided by the number of Units in circulation for that particular Class, at the same valuation point at the end of each Business Day.

Assuming there are 99,500,000 Units of the Fund in circulation at the point of valuation, the NAV per Unit of each Class of the Fund shall therefore be calculated as follows:

		Fund (RM)	Class A (RM)	Class B (RM)	Class C (RM)	Class D (RM)
	NAV	101,596,770.00	20,318,970.00	40,638,274.00	20,319,554.00	20,319,972.00
Divide:	Units in circulation	99,500,000	19,900,000	39,800,000	19,900,000	19,900,000
	NAV per Unit		1.0211	1.0211	1.0211	1.0211
	Conversion to USD (at 4.0000 exchange rate)			USD0.2553	USD0.2553	USD0.2553

^{*} NAV per Unit will be rounded up to four (4) decimal places for the purposes of publication of the NAV per Unit.

5.3 Pricing of Units

Single Pricing Regime

We adopt a **single pricing regime** in calculating a Unit Holder's purchase and redemption of Units. This means that all purchases and redemptions are transacted on a single price (i.e. NAV per Unit). You would therefore purchase and redeem Units at NAV per Unit. The Selling Price per Unit and Redemption Price per Unit of each Class are based on Forward Pricing.

Selling Price of Units

The Selling Price of a Unit for a Class of the Fund is the NAV per Unit of that particular Class of the Fund at the next valuation point after the request to purchase Units is received by the Manager (Forward Pricing). Any applicable sales charge shall be payable separately from the Selling Price of the Fund.

Calculation of Selling Price

Illustration - Sale of Units with sales charge

Example:

Class A or Class B

	Class A (RM)	Class B (USD)
Investment amount	RM10,000.00	USD10,000.00
Add: Sales charge (5.00%) + GST (0%)	RM500.00 + RM0.00	USD500.00 + RM0.00
Total amount to be paid by an investor	RM10,500.00	<u>USD10,500.00</u>
Investment amount	RM10,000.00	USD10,000.00
Divide: NAV per Unit of a Class	RM1.00	USD1.00
Number of Units issued to an investor	10,000 Units	10,000 Units

Illustration - Sale of Units without sales charge

Example:

Class C and Class D

	Class C (USD)	Class D (USD)
Investment amount	USD10,000.00	USD10,000.00
Add: Sales charge (Nil)	0	0
Total amount to be paid by an investor	<u>USD10,000.00</u>	<u>USD10,000.00</u>
Investment amount	USD10,000.00	USD10,000.00
Divide: NAV per Unit of a Class	USD1.00	USD1.00
Number of Units issued to an investor	10,000 Units	10,000 Units

INVESTORS ARE ADVISED NOT TO MAKE PAYMENT IN CASH TO ANY INDIVIDUAL AGENT WHEN PURCHASING UNITS OF THE FUND.

Redemption Price of Units

The Redemption Price of a Unit of a Class of the Fund is the NAV per Unit of that particular Class at the next valuation point after the redemption request is received by us (Forward Pricing). We do not impose any redemption charge on the redemption of Units by you.

Calculation of Redemption Price

Illustration - Redemption of Units without redemption charge

Example:

Class A, Class B, Class C or Class D

	Class A (RM)	Class B (USD)	Class C (USD)	Class D (USD)
Redemption amount	RM10,000.00	USD10,000.00	USD10,000.00	USD10,000.00
Less: Redemption charge (Nil)	0	0	0	0
Total amount to be paid to a Unit Holder	RM10,000.00	<u>USD10,000.00</u>	USD10,000.00	<u>USD10,000.00</u>

5.4 Incorrect Pricing

We shall ensure that the Fund and the Units of a particular Class are correctly valued and priced according to the Deed and all relevant laws. Any incorrect valuation and pricing of the Fund and/or the Units shall result in the reimbursement of moneys in the following manner:

- (a) if there is an over valuation and pricing in relation to the purchase and creation of Units, the Fund shall reimburse the Unit Holder;
- (b) if there is an over valuation and pricing in relation to the redemption of Units, the Manager shall reimburse the Fund;
- (c) if there is an under valuation and 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 pricing in relation to the redemption of Units, the Fund shall reimburse the Unit Holder or former Unit Holder.

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

(6) TRANSACTION DETAILS

6.1 How and where to Purchase and Redeem Units of the Fund

You can purchase and redeem Units of the Fund at our business office and the appointed distributors. Please refer to Section 16 of this Prospectus for the directory of the Manager. You may purchase Units by simply completing the application form and submitting it to us or the appointed distributors.

If you intend to invest in Class B, Class C or Class D, you are required to have a foreign currency account with any financial institution as all transactions relating to Class B, Class C and Class D will be made by telegraphic transfers.

6.2 Investment

The minimum initial investment and minimum additional investment for each Class of the Fund are as set out in the table below:

Class	Minimum initial investment	Minimum additional investment
Class A	RM1,000.00	RM100.00
Class B	USD1,000.00	USD100.00
Class C	USD1,000,000.00	USD10,000.00
Class D	USD1,000,000.00	USD10,000.00

You are recognised as a Unit Holder only after you have been registered in the Unit Holders' register. The registration takes effect from the date we receive and accept the application to purchase Units from you together with the cleared payment thereof.

Unit holdings for each Class

You should note that there are differences when purchasing Units for each Class.

For illustration purposes, assuming:

- the exchange rate of USD1:RM4.00
- Unit Holder A invests RM10,000.00 in Class A with NAV per Unit of RM1.00
- Unit Holder B invests USD2,500.00 (which is equivalent to RM10,000) in Class B with NAV per Unit of USD1.00
- Unit Holder A will receive 10,000 Units
- Unit Holder B will receive 2,500 Units

There is no difference in terms of investment value, however, Unit Holder A would have more voting rights at Unit Holders' meetings of the Fund (if voting is done by poll as each Unit Holder will have 1 vote for every Unit held by him or her) as Unit Holder A would hold a larger number of Units compared to Unit Holder B.

This would not apply in situations where a show of hands is required to pass a resolution or a Special Resolution is required to be passed at a Unit Holders meeting.

6.3 Redemption of Units

You may redeem part or all of your Units by simply completing the redemption request form and returning it to us.

Minimum Redemption and Restriction on Frequency of Redemption

There is no minimum redemption amount for redemption of Units of each Class of the Fund and there are no restrictions on the frequency of redemption.

However, the Unit holdings after the redemption must not be less than 1,000 Units for Class A and Class B and 100,000 Units for Class C and Class D. If the Unit holdings of a Unit Holder are, after a redemption request, below the minimum Unit holdings for the Fund, a request for full redemption is deemed to have been made.

Payment of Redemption Proceeds

You must receive the redemption proceeds within seven (7) Business Days from the date the redemption request is received by us.

6.4 Cut-Off Time for Purchase and Redemption of Units

The cut-off time shall be at 4.00 p.m. on a Business Day.

Any applications received before the cut-off time on a Business Day will be processed on the same Business Day based on the Forward Pricing of the Fund.

Any applications received after the cut-off time on a Business Day will be treated as having been received on the next Business Day and will be processed on the next Business Day based on the next Forward Pricing of the Fund.

The above is in accordance with the standards issued by FIMM on the dealing cut-off time.

6.5 Transfer of Units

Transfer of ownership of Units is allowed for this Fund.

Transfer of ownership from the account of the deceased Unit Holder to his/her personal representative will only be undertaken through the process of estate administration and death claims procedures.

6.6 Switching

Switching between Funds

You are permitted to switch from and to other funds managed by us provided that both funds are denominated in the same currency. Switching will be made at the prevailing net asset value per unit of the fund to be switched from and the prevailing net asset value per unit of the intended fund to be switched to on a Business Day when the switching request is received and accepted by us, subject to availability and any terms and conditions imposed by the intended fund, if any.

There is no restriction on the frequency of switching.

Switching is treated as a withdrawal from one (1) fund and an investment into another fund. If you switch from a fund with a lower sales charge, to a fund with a higher sales charge, you need to pay the difference in sales charge between the sales charges of these two (2) funds. If you switch from a fund with higher sales charge to a fund with a lower sales charge, you do not need to pay the difference in sales charge between these funds.

For example:-

Scenario 1

If you invest in a fund with no sales charge and now wish to switch to another fund which has a sales charge of 1.00% on the net asset value per unit, you will be charged the difference of sales charge of 1.00% on the net asset value per unit of the fund being switched into.

Scenario 2

If you invest in a fund with a sales charge of 1.00% on the net asset value per unit and now wish to switch to another fund which has no sales charge, you will not be charged any sales charge.

Switching between Classes

The switching facility between Classes is not available for this Fund.

6.7 Notice of Cooling-off Period

A cooling-off right refers to the right of the Unit Holder to obtain a refund of his investment in the Fund if he so requests within the cooling-off period. A cooling-off right is only given to an individual investor, **other than those listed below**, who is investing in any of the Manager's funds **for the first time**:

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

The cooling-off period shall be for a total of six (6) Business Days commencing from the date the application for Units is received by us.

The refund for every Unit held by the investor pursuant to the exercise of his cooling-off right shall be the sum of:

- (a) the NAV per Unit on the day the Units were purchased; and
- (b) the sales charge per Unit originally imposed on the day the Units were purchased.

Unit Holders shall be refunded within ten (10) days from receipt of the cooling-off application.

INVESTORS ARE ADVISED NOT TO MAKE PAYMENT IN CASH TO ANY INDIVIDUAL AGENT WHEN PURCHASING UNITS OF THE FUND.

6.8 Distribution of Income

Distribution, if any, is incidental and will be made from the realised income of the Fund.

Mode of Distribution

You may elect to either receive your income payment via cash payment mode or reinvestment mode. If you did not elect the mode of distribution or if the distribution amount is less than RM100 for Class A and USD100 for Class B, Class C and Class D, all income distribution will be automatically reinvested in additional Units based on the NAV per Unit of the Class at the income payment date (which is within ten (10) calendar days from the income declaration date).

If you elect to receive income payment via cash payment mode, you may receive your income payment:

- (a) by way of cheque (only for Class A); or
- (b) by way of telegraphic transfer,

on the income payment date (which is within ten (10) calendar days from the income declaration date).

Please note that cheque will be issued in the name of the Unit Holder(s) as stated in the account opening form. All bank charges for the telegraphic transfer will be borne by you. The transfer charges will be deducted directly from the transferred amount before being paid to your bank account.

Reinvestment Policy

If you elect to reinvest the distribution in additional Units, we will create such Units based on the NAV per Unit* of the Class at the income payment date (which is within ten (10) calendar days from the income declaration date).

*There will not be any additional cost to you for reinvestments in new additional Units.

UNIT PRICES AND DISTRIBUTIONS PAYABLE, IF ANY, MAY GO DOWN AS WELL AS UP.

(7) THE MANAGER

7.1 Background Information

The Manager is a member of Malayan Banking Berhad Group ("Maybank Group"). The Manager was established on 5 March 1997 following the corporatization of the Investment Department of Maybank Investment Bank Berhad ("MIB"). MIB, which was incorporated on 28 September 1973, is the investment banking arm of the Maybank Group.

The Manager is wholly-owned by Maybank Asset Management Group Berhad ("MAMG"). The Manager is a holder of a capital markets services licence under the Act.

The Manager has over 30 years of experience including the period prior to its corporatization at MIB in managing investments ranging from equities, fixed income securities, money market instruments to unit trust funds and wholesale funds mainly on behalf of corporations, institutions, insurance and takaful companies and individuals.

7.2 Functions, Duties and Responsibilities of the Manager

The Manager is subject to the provisions of the Deed and shall carry out all activities as may be deemed necessary for the management of the Fund and its business. The Manager shall, in managing the Fund, undertake primary management activities in relation to the Fund, including but not limited to overall strategy, new acquisition and disposal analysis, marketing and communications, individual asset performance and business planning, market performance analysis and other activities as provided under the Deed.

In addition, the Manager has covenanted with the Trustee, among others, to do the following:

- (i) carry out and conduct its business activities in a proper and diligent manner and manage and administer the Fund in a proper, diligent and efficient manner in accordance with the Deed, the CMSA, the securities laws, the relevant guidelines and other applicable laws at all times and acceptable and efficacious business practice within the unit trust industry;
- (ii) manage the Fund's assets and liabilities for the benefit of Unit Holders;
- (iii) set the investment policies of the Fund and submit proposals to the Trustee on the acquisition, divestment or enhancement of assets of the Fund;
- (iv) issue an annual report and interim report of the Fund to Unit Holders within two (2) months of the Fund's FYE and the end of the period it covers, respectively;
- (v) ensure that the Fund is managed within the ambit of the Deed, the CMSA, other securities laws, the Guidelines and other applicable laws;
- (vi) observe high standards of integrity and fair dealing in managing the Fund to the best and exclusive interest of the Unit Holders;
- (vii) act with due care, skill and diligence in managing the Fund, and effectively employ the resources and procedures necessary for the proper performance of the Fund;
- (viii) ensure that the Deed and the Prospectus are at all times in compliance with the CMSA, the securities laws, the relevant guidelines and other applicable laws at all times;
- (ix) take all necessary steps to ensure that the investments and other assets of the Fund are adequately protected and properly segregated; and

unless otherwise specified in writing by SC, ensure that the Fund has, at all times, an appointed trustee.

7.3 Board of Directors of the Manager

The Manager has an experienced board of directors with background in the financial industry. The business and affairs of the Manager shall be managed under the direction and oversight of the board of directors. Board meetings are held at least four (4) times annually or more frequently should the circumstances require.

Board of Directors

Dr Hasnita binti Dato' Hashim (chairman/ independent non-executive director)
Goh Ching Yin (independent non-executive director)
Badrul Hisyam bin Abu Bakar (non-independent non-executive director)
Ahmad Najib bin Nazlan (non-independent executive director/ chief executive)

7.4 Role of the Investment Committee

The investment committee of the Fund is responsible for the following:

- (i) To provide general guidance on matters pertaining to policies on investment management.
- (ii) To select appropriate strategies to achieve the proper performance of the Fund in accordance with the Fund management policies.
- (iii) To ensure that the strategies selected are properly and efficiently implemented at the management level.
- (iv) To ensure that the Fund is managed in accordance with the investment objectives, Deed, product specifications, relevant guidelines and securities laws, internal restrictions and policies, as well as acceptable and efficacious practices within the industry.
- (v) To actively monitor, measure and evaluate the investment management performance, risk and compliance level of Investment Department and all funds under the management of the company.
- (vi) To maintain independence when making investment decisions for the Fund and ensure that any other action performed is not in breach of any applicable laws, rules and regulations.

The Fund's investment committee's meetings are held four (4) times a year and more frequently should the circumstances require.

7.5 Fund Management Function

The designated person responsible for the fund management function of the Fund is as follows:

Abdul Razak bin Ahmad

Abdul Razak bin Ahmad joined Maybank AM in November 2014 as chief investment officer. Prior to this, he was chief executive officer/executive director of a local asset management company where he served for over 4 years. He has more than twenty years' experience in the financial industry, mainly asset management, unit trust business, corporate banking and treasury. He has held senior management positions and directorships in three investment

management organizations in Malaysia. He holds a Bachelor Degree of Science majoring in Business Administration (Finance) Magna Cum Laude from University of Southwestern Louisiana, USA. He is a holder of capital markets services representative's licence for fund management and investment advice from the SC. He is also a Certified Financial Planner (CFP).

7.6 Material litigation and Arbitration of the Manager

As at LPD, there is no material litigation or arbitration, including any pending or threatened and there are no facts likely to give rise to any proceedings, which might materially affect the business or financial position of Maybank AM or any of its delegates.

7.7 External Investment Manager

Functions of the External Investment Manager

The Manager has appointed Maybank Islamic Asset Management Sdn Bhd ("MIAM") as the External Investment Manager for the Fund. The role and responsibilities of MIAM include management of the investment portfolio in accordance with the investment objective and subject to the CMSA and the Guidelines as well as the terms and conditions of the investment management agreement between MIAM and the Manager.

Experience of MIAM

MIAM is wholly-owned by MAMG. MAMG is the holding entity for all Maybank's asset management and private equity businesses. MIAM was incorporated on 15 April 2013 with paid-up capital of RM3.0 million. MIAM is a holder of a capital markets services licence to carry out Islamic fund management business pursuant to Section 61 of the CMSA. The External Investment Manager has over three (3) years of experience in managing funds.

Designated fund manager for the External Investment Manager

Syhiful Zamri Abdul Azid

Syhiful Zamri was appointed as Chief Investment Officer ("CIO") of MIAM on 7 May 2015 and is responsible for overseeing investments across asset classes together with a team of fund managers at MIAM with their respective responsibilities to manage and monitor investments in particular managing pension and institutional funds. Syhiful also assists the Head of Regional Investment in the development of short-term and long-term investment strategies and policies for MAMG. Prior to that, he was the Vice President of Equities in Maybank AM since November 2014.

Syhiful has more than 13 years of experience in the fund management industry. He is well versed in debt restructuring, corporate turnarounds, and mergers and acquisitions. His strength lies in his insight to the power sector and toll roads where most debts for the sector were raised during his career as Senior Vice President of Research and Advisory in Kenanga Investors Bhd and Head of Fund Management Research RHB Investment Management.

He graduated with an Honours Degree from De Monfort University (UK) with Bachelor in Accounting and Finance. He is a holder of a capital market services representative licence.

Material Litigation and Arbitration of the External Investment Manager

As at LPD, there is no material litigation or arbitration, including any pending or threatened, and there are no facts likely to give rise to any proceedings which might materially affect the business or financial position of MIAM.

Further information on the Manager, investment committee, Shariah adviser and the External Investment Manager is provided in the Manager's website.

(8) THE TRUSTEE

8.1 Background of the Trustee

SCBMB Trustee Berhad ("STB"), a company incorporated in Malaysia under the Companies Act 1965 on 13 June 2012 and registered as a trust company under the Trust Companies Act 1949. Its business address is at Level 13A, Menara Standard Chartered, 30 Jalan Sultan Ismail, 50250 Kuala Lumpur.

8.2 Board of Directors

Prasad A/L S Vijayasundram (Chief Executive Officer) Arulnathan A/L M Michael Dass Mabel Lau Kit Cheng

8.3 Experience in Trustee Business

STB has been registered and approved by the SC on 18 February 2013 to act as trustee for unit trust schemes approved or authorized under the Capital Markets and Services Act 2007. STB has suitably qualified and experienced staff in the administration of unit trust funds who have sound knowledge of all relevant laws. As at LPD, STB is the appointed trustee for eleven (11) wholesale funds, ten (10) unit trust funds and appointed custodian for eight (8) private mandate funds.

STB's trustee services are supported by Standard Chartered Bank Malaysia Berhad ("SCBMB"), a subsidiary of Standard Chartered PLC, financially and for other various functions including but not limited to compliance, legal, operational risks and internal audit.

8.4 Trustee's Roles, Duties and Responsibilities

The Trustee's main functions are to act as trustee and custodian of the assets of the Fund and to safeguard the interest 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 provisions of the Deed, the laws and all relevant guidelines.

The Trustee also assume an oversight function on the management company by ensuring that the management company performs its duties and obligations in accordance with the provisions of the Deed, the laws and all relevant guidelines.

8.5 Trustee's Disclosure of Material Litigation and Arbitration

As at LPD, the Trustee is not engaged in any material litigation and arbitration, including those pending or threatened, and any fact likely to give rise to any proceeding which might materially affect the business or financial position of the Trustee or any of its delegates.

8.6 Trustee's Delegate

The Trustee has appointed SCBMB as custodian of the quoted and unquoted assets of the Fund. The custodian provides custody services to domestic, foreign, retail and institutional investors. The custodian's comprehensive custody and clearing services cover traditional settlement processing and safekeeping as well as corporate related services including cash and security reporting, income collection and corporate event processing. The assets are registered in the name of the Trustee to the order of the Fund and held through the

custodian's wholly owned subsidiary and nominee company Cartaban Nominees (Tempatan) Sdn Bhd.

SCBMB was incorporated on 29 February 1984 in Malaysia under the Companies Act 1965 as a public limited company and is a subsidiary of Standard Chartered PLC (the holding company of a global banking group). SCBMB was granted a license on 1 July 1994 under the Banking and Financial Institutions Act, 1989 (now known as the Financial Services Act 2013). SCBMB has been providing custody services for more than twenty (20) years and has been providing sub-custody services to local investors in Malaysia since 1995.

The roles and duties of SCBMB as the Trustee's delegate inter alia are as follows:

- 1. To act as custodian for the local and selected cross-border investment of the Fund and to hold in safekeeping the assets of the Fund;
- 2. To provide corporate action information or entitlements arising from the underlying assets and to provide regular reporting on the activities of the invested portfolios;
- 3. To maintain proper records on the assets held to reflect the ownership of the assets belong to the respective client; and
- 4. To collect and receive for the account of the clients all payments and distribution in respect of the assets held.

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

(9) THE SHARIAH ADVISER

9.1 Background

Amanie Advisors Sdn Bhd ("Amanie") is a Shariah advisory, consultancy, training and research and development boutique for institutional and corporate clientele focusing on Islamic financial services. Amanie is a registered Shariah adviser for Islamic unit trust with the SC. It has been established with the aim of addressing the global needs for experts' and Shariah scholars' pro-active input. This will ultimately allow the players in the industry to manage and achieve their business and financial goals in accordance with the Shariah principles. Amanie also focuses on organizational aspect of the development of human capital in Islamic finance worldwide through providing updated quality learning embracing both local and global issues on Islamic financial products and services.

The company is led by Datuk Dr. Mohd Daud Bakar and teamed by an active and established panel of consultants covering every aspect related to the Islamic banking and finance industry both in Malaysia and the global market. Currently the team comprises of five (5) full-time consultants who represent dynamic and experienced professionals with a mixture of corporate finance, accounting, product development, Shariah law and education.

Amanie meets the fund manager every quarter to address Shariah advisory matters pertaining to our Islamic funds' investments to ensure compliance with Shariah principles or any other relevant principles at all times. Since 2005, Amanie has acquired thirteen (13) years of experience in the advisory role of unit trusts and as at 31 May 2018 there are more than 150 funds which Amanie acts as Shariah adviser.

The Shariah Adviser is independent from the Manager and none of its consultants are members of the investment committee of the Fund or any other funds managed by the Manager.

9.2 Roles & Responsibilities

The roles and responsibilities of Amanie as the appointed Shariah adviser for the Fund are as follows:

- (1) To ensure that the Fund is managed and administered in accordance with Shariah principles.
- (2) To provide expertise and guidance in all matters relating to Shariah principles, including on the Fund's deed and prospectus, its structure and investment process, and other operational and administrative matters.
- (3) To consult with SC where there is any ambiguity or uncertainty as to an investment, instrument, system, procedure and/or process.
- (4) To act with due care, skill and diligence in carrying out its duties and responsibilities.
- (5) Responsible for scrutinizing the Fund's compliance report as provided by the compliance officer, and investment transaction reports provided by, or duly approved by, the Trustee to ensure that the Fund's investments are in line with Shariah principles.
- (6) To prepare a report to be included in the Fund's interim and annual reports certifying whether the Fund has been managed and administered in accordance with Shariah principles for the period concerned.
- (7) To review the Fund's investments on monthly basis to ensure compliance with Shariah principles or any other relevant principles at all times.

9.3 Profile of the Shariah Team

The designated person responsible for Shariah matters relating to the Fund is:

Datuk Dr. Mohd Daud Bakar

Shariah Adviser

Datuk Dr. Mohd Daud Bakar is the Founder and Executive Chairman of Amanie Group as well as the Chief Executive Officer of Amanie Advisors Kuala Lumpur. One of its flagship companies namely Amanie Advisors, is operating in few cities globally. He currently serves as the Chairman of the Shariah Advisory Council at the Central Bank of Malaysia, the Securities Commission of Malaysia, the Labuan Financial Services Authority, and the First Abu Dhabi Bank. He is also a Shariah board member of various global financial institutions, including the National Bank of Oman (Oman), Amundi Asset Management (France), Bank of London and Middle East (London), BNP Paribas (Bahrain), and Dow Jones Islamic Market Index (New York) amongst many others.

In the corporate world, he sits as a Board Director at Sime Darby Berhad and a member of the PNB Investment Committee. He is also the third Chair Professor in Islamic Banking and Finance of Yayasan Tun Ismail Mohamed Ali Berdaftar (YTI) PNB at Faculty of Economics and Muamalat, Universiti Sains Islam Malaysia (USIM).

In 2016, he received the "Award of Excellence for Outstanding Contribution for Shariah Leadership & Advisory" at London Sukuk Summit Awards and "Shariah Adviser Award" at The Asset Triple A Islamic Finance Award. In 2014, he received the "Most Outstanding Individual" award by His Majesty, the King of Malaysia, in conjunction with the national-level Prophet Muhammad's birthday. Under his leadership, Amanie Advisors received the "Islamic Economy Knowledge Infrastructure Award" at the Global Islamic Economy Summit, Dubai 2015, by His Highness Sheikh Mohammed bin Rashid Al Maktoum, Vice President and Prime Minister of the UAE and Ruler of Dubai, Oct 2015.

Prior to this, he was the Deputy Vice-Chancellor at the International Islamic University Malaysia. He received his first degree in Shariah from University of Kuwait in 1988 and obtained his PhD from University of St. Andrews, United Kingdom in 1993. In 2002, he completed his external Bachelor of Jurisprudence at University of Malaya.

His first book entitled "Shariah Minds in Islamic Finance: An Inside Story of A Shariah Scholar" has won the "Islamic Finance Book of the Year 2016" by the Global Islamic Finance Award (GIFA) 2016. His new released book on sukuk entitled "An Insightful Journey to Emirates Airline Sukuk: Pushing The Boundaries of Islamic Finance" has also won the "Best Islamic Finance Case 2017" by the GIFA 2017 in Kazakhstan.

(10) SALIENT TERMS OF THE DEED

10.1 Unit Holders' Rights and Liabilities

Unit Holders' Rights

A Unit Holder has the right, amongst others:

- 1. to receive distributions, if any, of the Fund;
- 2. to participate in any increase in the value of Units of the Fund;
- 3. to call for Unit Holders' meetings and to vote for the removal of the Trustee or the Manager through Special Resolution;
- 4. to receive annual and interim reports on the Fund; and
- 5. to exercise such other rights and privileges as provided for in the Deed.

A Unit Holder would not, however, have the right to require the transfer to the Unit Holder of any of the assets of the Fund. Neither would a Unit Holder have the right to interfere with or to question the exercise by the Trustee (or the Manager on the Trustee's behalf) of the rights of the Trustee as registered owner of the assets of the Fund.

Unit Holders' Liabilities

- 1. 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.
- 2. 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.

10.2 Maximum Fees and Charges Permitted by the Deed

Fund	Class of Units	Maximum Sales Charge (based on the NAV per Unit of a Class)	Maximum Redemption Charge (based on the NAV per Unit of a Class)	Maximum Management Fee (based on the NAV of the Fund)	Maximum Trustee Fee (based on the NAV of the Fund)
MGCE	Class A	6.00%	1.00%	3.00% per annum	0.20% per annum, subject to a maximum of RM150,000.00 per annum (excluding foreign custodian fees and charges)
	Class B	6.00%	1.00%		
	Class C	6.00%	1.00%		
	Class D	6.00%	1.00%		

Any increase of the fees and/or charges above the maximum stated in the Deed shall require Unit Holders' approval.

10.3 Procedures to Increase the Direct and Indirect Fees and Charges

Sales Charge

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

- (a) the Manager has notified the Trustee in writing of the higher rate and the date on which such higher rate is to become effective;
- (b) a supplemental prospectus or replacement prospectus stating the higher rate is issued;
 and
- (c) such time as may be prescribed by any relevant law shall have elapsed since the effective date of the supplemental prospectus or replacement prospectus.

Redemption Charge

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

- (a) the Manager has notified the Trustee in writing of the higher rate and the date on which such higher rate is to become effective;
- (b) a supplemental prospectus or replacement prospectus stating the higher rate is issued;
 and
- (c) such time as may be prescribed by any relevant law shall have elapsed since the effective date of the supplemental prospectus or replacement prospectus.

Annual Management Fee

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

- (a) the Manager has come to an agreement with the Trustee on the higher rate in accordance with clause 13.1.3 of the Deed;
- (b) the Manager has notified the Unit Holders of the higher rate and the date on which such higher rate is to become effective; such time as may be prescribed by any relevant law shall have elapsed since the notice is sent;
- (c) a supplemental prospectus or replacement prospectus stating the higher rate is issued thereafter; and
- (d) such time as may be prescribed by any relevant law shall have elapsed since the supplemental prospectus or replacement prospectus is issued.

Annual Trustee Fee

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

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

10.4 Retirement, Removal and Replacement of the Manager

The Manager shall have the power to retire in favour of some other corporation and as necessary under any relevant law upon giving to the Trustee six (6) months' notice in writing of its desire so to do, or such shorter period as the Manager and the Trustee may agree upon, and subject to the fulfilment of the conditions as stated in the Deed.

Subject to the provisions of any relevant law, the Trustee shall take all reasonable steps to remove the Manager:

- (a) if the Manager has failed or neglected to carry out its duties to the satisfaction of the Trustee and the Trustee considers that it would be in the interests of Unit Holders for it to do so after the Trustee has given notice to it of that opinion and the reasons for that opinion, and has considered any representations made by the Manager in respect of that opinion, and after consultation with the relevant authorities and with the approval of the Unit Holders by way of a Special Resolution;
- (b) unless expressly directed otherwise by the relevant authorities, if the Manager is in breach of any of its obligations or duties under the Deed or the relevant laws, or has ceased to be eligible to be a management company under the relevant laws; or
- (c) if the Manager has gone into liquidation, except for the purpose of amalgamation or reconstruction or some similar purpose, or has had a receiver appointed or has ceased to carry on business.

In any of the events set out above, the Manager shall upon receipt of a written notice from the Trustee cease to be the management company of the Fund by the mere fact of the Manager's receipt of the notice. The Trustee shall, at the same time, by writing appoint some other corporation already approved by the relevant authorities to be the management company of the Fund; such corporation shall have entered into such deed or deeds as the Trustee may consider to be necessary or desirable to secure the due performance of its duties as management company for the Fund.

10.5 Retirement, Removal and Replacement of the Trustee

The Trustee may retire upon giving six (6) months' notice to the Manager of its desire to do so, or such shorter period as the Manager and the Trustee shall agree, and may by deed appoint in its stead a new trustee approved by the relevant authorities and under any relevant law.

The Trustee may be removed and another trustee may be appointed by Special Resolution of the Unit Holders at a Unit Holders' meeting convened in accordance with the Deed or as stipulated in the Act.

The Manager shall take all reasonable steps to replace the Trustee as soon as practicable after becoming aware that:

- (a) the Trustee has ceased to exist;
- (b) the Trustee has not been validly appointed;
- (c) the Trustee was not eligible to be appointed or to act as trustee under any relevant law;
- (d) the Trustee has failed or refused to act as trustee in accordance with the provisions or covenants of the Deed or any relevant law;
- (e) a receiver has been appointed over the whole or a substantial part of the assets or undertaking of the Trustee and has not ceased to act under that appointment;
- (f) a petition has been presented for the winding up of the Trustee (other than for the purpose of and followed by a reconstruction, unless during or following such reconstruction the Trustee becomes or is declared insolvent); or
- (g) the Trustee is under investigation for conduct that contravenes the Trust Companies Act 1949, the Trustee Act 1949, the Companies Act 2016 or any relevant law.

10.6 Termination of the Fund

The Fund may be terminated or wound up should the following events occur:

- (a) a Special Resolution is passed at a Unit Holders' meeting to terminate or wind up the Fund and the court has confirmed the resolution; and
- (b) a Special Resolution is passed at a Unit Holders' meeting to terminate or wind up the Fund.

10.7 Termination of a Class of Units

A Class may be terminated if a Special Resolution is passed at a meeting of Unit Holders of that Class to terminate the Class provided always that such termination does not prejudice the interests of any other Class.

10.8 Unit Holders' Meeting

A Unit Holders' meeting may be called by the Manager, Trustee and/or Unit Holders. Any such meeting must be convened in accordance with the Deed and/or the Guidelines.

Every question arising at any Unit Holders' meeting shall be decided in the first instance by a show of hands unless a poll is demanded or if it be a question which under the Deed requires a Special Resolution, in which case a poll shall be taken. On a show of hands every Unit Holder who is present in person or by proxy shall have one vote.

The quorum required for a meeting of Unit Holders of the Fund is five (5) Unit Holders, whether present in person or by proxy, provided that if the Fund or a Class has five (5) or less Unit Holders, the quorum required for a meeting of the Unit Holders of the Fund or a Class shall be two (2) Unit Holders, whether present in person or by proxy; if the meeting has been convened for the purpose of voting on a Special Resolution, the Unit Holders present in person or by proxy must hold in aggregate at least twenty five per centum (25%) of the Units in circulation of the Fund or the particular Class, as the case may be, at the time of the meeting.

10.9 Permitted Expenses

- (a) commissions or fees paid to brokers in effecting dealings in the investments of the Fund, shown on the contract notes or confirmation notes;
- (b) taxes and other duties charged on the Fund by the government and/or other authorities;
- (c) costs, fees and expenses properly incurred by the auditor;
- (d) costs, fees and expenses incurred for the valuation of any investment of the Fund by independent valuers for the benefit of the Fund;
- (e) costs, fees and expenses incurred for any modification of the Deed save where such modification is for the benefit of the Manager and/or the Trustee;
- (f) costs, fees and expenses incurred for any meeting of the Unit Holders save where such meeting is convened for the benefit of the Manager and/or the Trustee;
- (g) costs, commissions, fees and expenses of the sale, purchase, takaful and any other dealing of any asset of the Fund;

- (h) costs, fees and expenses incurred in engaging any specialist approved by the Trustee for investigating or evaluating any proposed investment of the Fund;
- (i) costs, fees and expenses incurred in engaging any valuer, adviser or contractor for the benefit of the Fund;
- (j) costs, fees and expenses incurred in the preparation and audit of the taxation, returns and accounts of the Fund;
- (k) costs, fees and expenses incurred in the termination of the Fund or the removal of the Trustee or the Manager and the appointment of a new trustee or management company;
- (l) costs, fees and expenses incurred in relation to any arbitration or other proceedings concerning the Fund or any asset of the Fund, including proceedings against the Trustee or the Manager by the other for the benefit of the Fund (save to the extent that legal costs incurred for the defence of either of them are not ordered by the court to be reimbursed by the Fund);
- (m) remuneration and out of pocket expenses of the independent members of the investment committee of the Fund, unless the Manager decides otherwise;
- (n) costs, fees and expenses deemed by the Manager to have been incurred in connection with any change or the need to comply with any change or introduction of any law, regulation or requirement (whether or not having the force of law) of any governmental or regulatory authority;
- (o) costs and expenses incurred in relation to the distribution of income (if any);
- (p) (where the custodial function is delegated by the Trustee) charges and fees paid to sub-custodians taking into custody any foreign assets of the Fund; and
- (q) 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.

(11) RELATED PARTY TRANSACTIONS AND CONFLICT OF INTEREST

Related Party Transactions

Save as disclosed below, there are no existing or proposed related party transactions involving the Fund, the Manager, the Trustee and/or persons connected to them as at LPD:

Name of Party	Name of Related Party and Nature of Relationship	Existing / Potential Related Party Transaction
The Manager	Maybank. The Manager is wholly-owned by Maybank Asset Management Group Berhad ("MAMG"), which is a subsidiary of Maybank.	Distributor: Maybank has been appointed as one of our IUTAs. Delegate: We have delegated our back office functions (i.e. the fund accounting and valuation function, clearing and settlement and maintenance of the register of Unit Holders) to Maybank Securities Services which is a unit within Maybank.
	Maybank Islamic Asset Management Sdn Bhd. Maybank Islamic Asset Management Sdn Bhd is wholly- owned by MAMG. MAMG wholly owns the Manager.	External Investment Manager: We have appointed Maybank Islamic Asset Management Sdn Bhd to provide fund management services to us in accordance with the investment objective of the Fund and the Deed, and subject to the investment restrictions of the Fund.
	Maybank Asset Management Singapore Pte. Ltd. Maybank Asset Management Singapore Pte. Ltd. is whollyowned by MAMG. MAMG wholly owns the Manager.	Investment Adviser: Maybank Asset Management Singapore Pte. Ltd. has been appointed by us as the investment advisor on the asset allocation and stock selection of the Fund's ASEAN portfolio. Maybank Asset Management Singapore Pte. Ltd. shall provide investment advisory services to us in accordance with the investment objective of the Fund and the Deed, and subject to the investment restrictions of the Fund.
	Maybank Investment Bank Berhad. Maybank Investment Bank Berhad is wholly-owned by Maybank.	Delegate: We have delegated our back office functions (i.e. finance, legal, compliance, corporate secretarial, operations & information technology and risk management) to Maybank Investment Bank Berhad.

Policies On Dealing With Conflict Of Interest Situations

We have in place policies and procedures to deal with any conflict of interest situations. In making an investment transaction for the Fund, we will not make improper use of our position

in managing the Fund to gain, directly or indirectly, any advantage or to cause detriment to your interests.

We and our directors including the investment committee members will at all times act in your best interests and will not conduct ourselves in any manner that will result in a conflict of interest or potential conflict of interest. In the unlikely event that any conflict of interest arises, such conflict shall be resolved such that the Fund is not disadvantaged. In the unlikely event that we face conflicts in respect of our duties to the Fund and our duties to the other funds that we are managing, we are obliged to act in the best interests of all our investors and will seek to resolve any conflicts fairly and in accordance with the Deed and the relevant laws.

Where a conflict or potential conflict of interest situation arises, it will be evaluated by the compliance department and disclosed to our executive director for the next course of action. Conflict of interest situations involving the executive director will be disclosed to our board for a decision on the next course of action. Directors or staffs who are in advisory positions such as portfolio managers or staffs who have access to information on transactions are not allowed to engage in dealings on their own account. Investment committee members who hold substantial shareholdings or directorships in public companies shall refrain from any decision making if the Fund invests in the particular share or stocks of such companies.

We have formulated policies and adopted certain procedures to prevent conflicts of interest situations.

They include the following:

- (a) The adoption of our policy on ownership of shares and stocks of limited companies by our employees. The policy includes a requirement for all employees to submit a written declaration of their interests in the securities of limited companies;
- (b) Prohibition of employees involved in share trading on the stock market, from trading in the open market in their private capacity, except with prior approval of the chief executive officer or compliance officer, or for the purpose of disposing shares in quoted limited companies acquired through sources permitted by us;
- (c) Limits set when using brokers and/or financial institutions for dealings of the investments of the unit trust funds;
- (d) Duties for making investment decisions, raising accounting entries and ensuring that payments are properly segregated and carried out by different departments which are headed by separate persons;
- (e) Investment procedures, authorised signatories and authorised limits are properly documented in our standard operating procedures;
- (f) Holding meetings with the Trustee on a case to case basis to discuss issues related to the management of the unit trust fund, including conflict of interest situations; and
- (g) A proper segregation of duties to prevent conflict of interest situations.

In addition, a quarterly declaration of securities trading is required from all employees and our executive director, to ensure that there is no potential conflict of interest between the employees' securities trading and the execution of the employees' duties to us and our customers. We have also appointed a senior compliance officer whose duties include monitoring and resolving conflict of interest situations in relation to unit trust funds managed and administered by us.

As at the LPD, we are not aware of any existing or potential conflict of interest situations which may arise.

Details Of The Manager's Directors' and Substantial Shareholders' Direct And Indirect Interest In Other Corporations Carrying On A Similar Business

As at LPD, our directors do not have any direct and indirect interest in other corporations carrying on a similar business.

As at LPD, Maybank Asset Management Group Berhad, which is our sole shareholder, has direct or indirect interests in the following corporations which are carrying on a similar business as us:

- (i) Maybank Islamic Asset Management Sdn Bhd;
- (ii) Amanah Mutual Berhad;
- (iii) Maybank Asset Management Singapore Pte Ltd; and
- (iv) PT Maybank Asset Management.

SCBMB Trustee Berhad

The Trustee may have related party transactions involving or in connection with the Fund in the following events:

- Where the Fund invests in the products offered by Standard Chartered Bank Malaysia Berhad and any of its group companies (e.g. money market placement, etc.);
- Where the Manager utilized the services offered by Standard Chartered Bank Malaysia Berhad (e.g. fixed income brokerage services, etc.); and
- Where the Trustee has delegated its custodian functions for the Fund to Standard Chartered 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 that are reasonably 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. The Trustee's commitment to act in the best interests of the Unit Holders of the Fund does not preclude the possibility of related party transactions or conflicts.

Other Declarations

The Investment Advisers, solicitors, tax adviser and Shariah adviser confirm that there are no existing or potential conflicts of interest in their respective capacity as advisors for us.

(12) ADDITIONAL INFORMATION

12.1 Official Receipt and Statement of Investment

Each time a Unit Holder purchases Units or conducts any other transaction for the Fund, a confirmation advice is sent out to the Unit Holder by ordinary post. A computer generated statement will also be issued to provide the Unit Holder with a record of each and every transaction made in the account so that the Unit Holder may confirm the status and accuracy of his/her transactions, as well as to provide the Unit Holder with an updated record of his/her investment account(s) with the Manager.

12.2 Keeping Track of the Daily Prices of Units

We will publish the Fund's NAV per Unit on the Manager's website at http://www.maybank-am.com.my.

As the Fund has exposure to investment in foreign markets, the NAV per Unit for a particular Business Day will be published two (2) Business Days later.

12.3 Financial Reports

You will be informed of the Fund's performance through the audited annual reports and unaudited interim reports. The reports will be sent to you within 2 months after the close of the financial year-end i.e. 30 April or interim period.

12.4 Changing account details

You are required to inform us in writing on any changes to your account details. The account details will amongst other things include the following:

- (i) your address and contact details;
- (ii) signing instructions; and
- (iii) distribution of income instruction.

12.5 Unclaimed Monies

Any monies other than unclaimed income distribution payable to you which remain unclaimed for one (1) year will be handled in accordance with the requirements of the Unclaimed Moneys Act, 1965.

12.6 Unclaimed Income Distribution

If you elect to receive income distribution in the form of cheques and you do not deposit the cheques within six (6) months from the date of issuance of the said cheques, we shall automatically reinvest the income amount into additional Units of the Fund at the NAV per Unit at the end of the expiry date. For the avoidance of doubt, there will not be any sales charge imposed for the reinvestment.

12.7 Customer Information Service

You can seek assistance on any issue relating to the Fund, from our client servicing personnel at Maybank AM's office at 03 - 2297 7888 from 8.45 a.m. to 5.45 p.m. from Monday to

Thursday and from 8.45 a.m. to 4.45 p.m. on Friday. Alternatively, you may e-mail your enquiries to mamcs@maybank.com.my.

Alternatively, Unit Holders can contact:

(i) Complaints Bureau, FIMM via:

email: complaints@fimm.com.my

• Online complaint form: www.fimm.com.my

• Letter: Complaints Bureau

Legal, Secretarial & Regulatory Affairs Federation of Investment Managers Malaysia

19-06-1, 6th Floor Wisma Tune

No. 19, Lorong Dungun, Damansara Heights

50490 Kuala Lumpur.

(ii) Securities Industry Dispute Resolution Center (SIDREC) via:

Tel No: 03 - 2282 2280
 Fax No: 03 - 2282 3855

email: info@sidrec.com.my

Letter: Securities Industry Dispute Resolution Center

Unit A-9-1 Level 9, Tower A Menara UOA Bangsar

No. 5, Jalan Bangsar Utama 1

59000 Kuala Lumpur.

(iii) Consumer & Investor Office, Securities Commission Malaysia via:

• Tel No: 03 - 6204 8999 (Aduan hotline)

• Fax No: 03 - 6204 8991

email: <u>aduan@seccom.com.my</u>

• Online complaint form: www.sc.com.my

 Letter: Consumer & Investor Office Securities Commission Malaysia No. 3 Persiaran Bukit Kiara

Bukit Kiara, 50490 Kuala Lumpur.

12.8 The Deed

The Deed is dated 30 January 2015 as amended by the first supplemental deed dated 15 March 2017 and the second supplemental deed dated 21 May 2018 and can be inspected at our office during office hours (8.45 a.m. to 5.45 p.m.) from Monday to Thursday and (8.45 a.m. to 4.45 p.m.) on Friday on a Business Day.

THE FUND'S ANNUAL REPORT IS AVAILABLE UPON REQUEST.

(13) DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents are available for inspection at our registered office or such other place as the SC may determine, during normal business hours (8.45 a.m. to 5.45 p.m.) from Monday to Thursday and (8.45 a.m. to 4.45 p.m.) on Friday:

- (i) the Deed;
- (ii) the Prospectus and supplementary or replacement prospectus, if any;
- (iii) the latest annual and interim reports of the Fund;
- (iv) each material contract disclosed in the Prospectus and, in the case of contracts not reduced into writing, a memorandum which gives full particulars of the contracts;
- (v) where applicable, the audited financial statements of the Manager and the Fund for the current financial year and for the last three financial years or if less than three years, from the date of incorporation or commencement;
- (vi) all reports, letters or other documents, valuations and statements by any expert, any part of which is extracted or referred to in the Prospectus. Where a summary expert's report is included in the Prospectus, the corresponding full expert's report should be made available for inspection;
- (vii) writ and relevant cause papers for all material litigation and arbitration disclosed in the Prospectus (if any); and
- (viii) all consents given by experts disclosed in the Prospectus.

(14) TAXATION ADVISER'S LETTER



Ernst & Young Tax Consultants Sdn. Bhd. 1797931K GST Reg No: 000021962752 Level 23A Menara Milenium Jaian Damanlela, Pusat Bandar Damansara 50490 Kuala Lumpur Malaysia Tel: +603 7495 8000 Fax: +603 2095 5332 (General line) +603 2095 7043 ey.com

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

Ernst & Young Tax Consultants Sdn Bhd Level 23A Menara Milenium Pusat Bandar Damansara 50490 Kuala Lumpur 11 June 2018

The Board of Directors
Maybank Asset Management Sdn Bhd
Level 12, Tower C
Dataran Maybank
No. 1, Jalan Maarof
59000 Kuala Lumpur

Dear Sirs

Taxation of the Fund and unit holders

This letter has been prepared for inclusion in this Prospectus in connection with the offer of units in the unit trust known as Maybank Greater China ASEAN Equity-I Fund (hereinafter referred to as "the Fund").

The purpose of this letter is to provide prospective unit holders with an overview of the impact of taxation on the Fund and the unit holders.

Taxation of the Fund

The taxation of the Fund is subject to the provisions of the Malaysian Income Tax Act 1967 (MITA), particularly Sections 61 and 63B.

Subject to certain exemptions, the income of the Fund comprising interest and other investment income derived from or accruing in Malaysia after deducting tax allowable expenses, is subject to Malaysian income tax at the rate of 24% with effect from the year of assessment 2016.



2

Tax allowable expenses would comprise expenses falling under Section 33(1) and Section 63B of the MITA. Section 33(1) permits a deduction for expenses that are wholly and exclusively incurred in the production of gross income. In addition, Section 63B allows unit trusts a deduction for a portion of other expenses (referred to as 'permitted expenses') not directly related to the production of income, as explained below.

"Permitted expenses" refer to the following expenses incurred by the Fund which are not deductible under Section 33(1) of the MITA:

- · the manager's remuneration,
- maintenance of the register of unit holders,
- share registration expenses,
- secretarial, audit and accounting fees, telephone charges, printing and stationery costs and postage.

These expenses are given a partial deduction under Section 63B of the MITA, based on the following formula:

where A is the total of the permitted expenses incurred for that basis period;

- B is gross income consisting of dividend¹, interest and rent chargeable to tax for that basis period; and
- C is the aggregate of the gross income consisting of dividend¹ and interest (whether such dividend or interest is exempt or not) and rent, and gains made from the realisation of investments (whether chargeable to tax or not) for that basis period,

provided that the amount of deduction to be made shall not be less than 10% of the total permitted expenses incurred for that basis period.

Pursuant to Section 15 of the Finance Act 2011, with effect from the year of assessment 2011, dividend income is deemed to include income distributed by a unit trust which includes distributions from Real Estate Investment Trusts.



3

Exempt income

The following income of the Fund is exempt from income tax:

Malaysian sourced dividends

All Malaysian-sourced dividends should be exempt from income tax.

Malaysian sourced interest

- interest from securities or bonds issued or guaranteed by the Government of Malaysia;
- (ii) interest from debentures or sukuk, other than convertible loan stock, approved or authorized by, or lodged with, the Securities Commission;
- (iii) interest from Bon Simpanan Malaysia issued by Bank Negara Malaysia;
- (iv) interest derived from Malaysia and paid or credited by banks licensed under the Financial Services Act 2013 or the Islamic Financial Services Act 2013²;
- interest derived from Malaysia and paid or credited by any development financial institution prescribed under the Development Financial Institutions Act 2002²;
- (vi) interest from sukuk originating from Malaysia, other than convertible loan stock, issued in any currency other than Ringgit and approved or authorized by, or lodged with, the Securities Commission or approved by the Labuan Financial Services Authority (LFSA)³; and
- (vii) interest which is specifically exempted by way of statutory orders or any other specific exemption provided by the Minister.

² Effective from the year of assessment 2017, in the case of a wholesale fund which is a money market fund, the exemption shall only apply to a wholesale fund which complies with the criteria as set out in the relevant guidelines of the Securities Commission Malaysia.

³ Effective from the year of assessment 2017, the exemption shall not apply to interest paid or credited to a company in the same group or interest paid or credited to a bank licensed under the Financial Services Act 2013 or the Islamic Financial Services Act 2013; or a development financial institution prescribed under the Development Financial Institutions Act 2002.



4

Discount

Tax exemption is given on discount paid or credited to any unit trust in respect of investments as specified in items (i), (ii) and (iii) above.

Foreign sourced income

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

Gains from the realisation of investments

Pursuant to Section 61(1) (b) of the MITA, gains from the realisation of investments will not be treated as income of the Fund and hence, are not subject to income tax. Such gains may be subject to real property gains tax (RPGT) under the Real Property Gains Tax Act 1976 (RPGT Act), if the gains are derived from the sale of chargeable assets, as defined in the RPGT Act.

Goods and Services Tax ("GST")

On 1 April 2015, GST was implemented at the standard rate of 6% to replace the previous sales tax and service tax systems. Based on the Goods and Services Tax Act 2014 which was gazetted on 19 June 2014, the Fund, being a collective investment vehicle, will be making exempt supplies. Hence, the Fund is not required to be registered for GST purposes. The Fund will incur expenses such as management fees, trustee fees and other administrative charges which will be subject to 6% GST. The 6% input tax which may be incurred on such expenses will generally not be claimable by the Fund.⁴

⁴ The Goods And Service Tax (Rate of Tax) (Amendment) Order 2018 [P. U. (A) 118], gazetted on 16 May 2018, states that the standard (6%) rate of Goods and Services Tax ("GST") will be substituted with the zero (0%) rate as of 1 June 2018. The Order does not apply to supplies that are exempt from GST. These will remain exempt in accordance with the Goods and Services Tax (Exempt Supply) Order 2014 and subsequent amendments. For GST registrants, compliance requirements remain in place. There will be further guidelines and clarification issued by the authorities to transition from GST to the new Sales and Services Tax ("SST").



5

Taxation of unit holders

For Malaysian income tax purposes, unit holders will be taxed on their share of the distributions received from the Fund.

The income of unit holders from their investment in the Fund broadly falls under the following categories:

- 1. taxable distributions; and
- non-taxable and exempt distributions.

In addition, unit holders may also realise a gain from the sale of units.

The tax implications of each of the above categories are explained below:

1. Taxable distributions

Distributions received from the Fund will have to be grossed up to take into account the underlying tax paid by the Fund and the unit holder will be taxed on the grossed up amount.

Such distributions carry a tax credit, which will be available for set-off against any Malaysian income tax payable by the unit holder. Should the tax deducted at source exceed the tax liability of the unit holder, the excess is refundable to the unit holder.

Please refer to the paragraph below for the income tax rates applicable to the grossed up distributions.

2. Non-taxable and exempt distributions

Tax exempt distributions made out of gains from the realisation of investments and exempt income earned by the Fund will not be subject to Malaysian income tax in the hands of the unit holders.



6

Rates of tax

The Malaysian income tax chargeable on the unit holders would depend on their tax residence status and whether they are individuals, corporations or trust bodies. The relevant income tax rates are as follows:

Unit holders	Malaysian income tax rates			
Malaysian tax resident:				
Individual and non-corporate unit holders (such as associations and societies)	Progressive tax rates ranging from 0% to 28%			
• Co-operatives ⁵	Progressive tax rates ranging from 0% to 24%			
Trust bodies	• 24% (Note 1)			
Corporate unit holders (i) A company with paid up capital in respect of ordinary shares of not more than RM2.5 million (at the beginning of the basis period for the year of assessment) ⁶	 First RM500,000 of chargeable income @ 18% Chargeable income in excess of RM500,000 @ 24% (Note 1) 			
(ii) Companies other than (i) above	• 24% (Note 1)			

⁵ Pursuant to Paragraph 12(1), Schedule 6 of the MITA, the income of any co-operative society-

is exempt from tax.

 ⁽a) in respect of a period of five years commencing from the date of registration of such co-operative society;
 and

⁽b) thereafter where the members' funds [as defined in Paragraph 12(2)] of such co-operative society as at the first day of the basis period for the year of assessment is less than seven hundred and fifty thousand ringgit

⁶ A company would not be eligible for the 18% tax rate on the first RM500,000 of chargeable income if:-

⁽a) more than 50% of the paid up capital in respect of the ordinary shares of the company is directly or indirectly owned by a related company which has paid up capital in respect of ordinary shares of more than RM2.5 million at the beginning of a basis period for a year of assessment;

⁽b) the company owns directly or indirectly more than 50% of the paid up capital in respect of the ordinary shares of a related company which has paid up capital in respect of ordinary shares of more than RM2.5 million at the beginning of a basis period for a year of assessment;

⁽c) more than 50% of the paid up capital in respect of the ordinary shares of the company and a related company which has a paid up capital in respect of ordinary shares of more than RM2.5 million at the beginning of a basis period for a year of assessment is directly or indirectly owned by another company.



7

Unit holders	Malaysian income tax rates		
Non-Malaysian tax resident (Note 2):			
Individual and non-corporate unit holders	• 28%		
Corporate unit holders and trust bodies	• 24% (Note 1)		

Note 1:

The Income Tax (Exemption) (No. 2) Order 2017 [P.U.(A) 117], gazetted on 10 April 2017, exempts a "qualifying person" from payment of income tax on an ascertained amount of chargeable income derived from the <u>business source</u> in the basis period for a year of assessment. This exemption is only applicable for the years of assessment 2017 and 2018.

Note 2:

Non-resident unit holders may be subject to tax in their respective countries depending on the provisions of the tax legislation in the respective countries and any existing double taxation arrangements with Malaysia.

A member firm of Ernst 8 Young Global Limited

⁷ In order to be a qualifying person, such person must be resident in Malaysia and:

⁽a) a company incorporated under the Companies Act 2016;

⁽b) a limited liability partnership registered under the Limited Liability Partnership Act 2012;

⁽c) a trust body;

 ⁽d) an executor of an estate of a deceased individual who was domiciled outside Malaysia at the time of his death; or

⁽e) a receiver with respect to whom Section 68(4) of the MITA applies.

The exemption order only applies to a qualifying person:

⁽a) whose business has been in operation for not less than twenty four months; and

⁽b) who has chargeable income from a source consisting of a business in the basis period for a year of assessment and the year of assessment immediately preceding that year of assessment and has made up its account for a period of twelve months ending on the same date for each of those years of assessment.

The exemption order shall not apply to a qualifying person who in the basis period for a year of assessment;

 ⁽a) has made a claim for reinvestment allowance under Schedule 7A to the MITA or investment allowance for service sector under Schedule 7B to the MITA;

⁽b) has been granted any incentive under the Promotion of Investments Act 1986;

⁽c) has been granted an exemption under section 127 of the MITA;

⁽d) has made a claim for group relief under section 44A of the MITA;

⁽e) is an investment holding company under section 60F or 60FA of the MITA;

⁽f) is a unit trust which is defined under subsection 63C(5) of the MITA; or

⁽g) has a debt that has been released under subsection 30(4) of the MITA.



8

Gains from sale of units

Gains arising from the realisation of investments will not be subject to income tax in the hands of unit holders unless they are insurance companies, financial institutions or traders/ dealers in securities.

Unit splits and reinvestment of distributions

Unit holders may also receive new units as a result of unit splits or may choose to reinvest their distributions. The income tax implications of these are generally as follows:

- Unit splits new units issued by the Fund pursuant to a unit split will not be subject to income tax in the hands of the unit holders.
- Reinvestment of distributions unit holders may choose to reinvest their income distribution in new units by informing the Manager. In this event, the unit holder will be deemed to have received the distribution and reinvested it with the Fund.



9

We hereby confirm that, as at the date of this letter, the statements made in this letter correctly reflect our understanding of the tax position under current Malaysian tax legislation and the related interpretation and practice thereof, all of which are subject to change, possibly on a retrospective basis. We have not been retained (unless specifically instructed hereafter), nor are we obligated to monitor or update the statements for future conditions that may affect these statements.

The statements made in this letter are not intended to be a complete analysis of the tax consequences relating to an investor in the Fund. As the particular circumstances of each investor may differ, we recommend that investors obtain independent advice on the tax issues associated with an investment in the Fund.

Yours faithfully

Ernst & Young-Tax Consultants Sdn Bhd

Bernard Yap Partner

Ernst & Young Tax Consultants Sdn Bhd has given its consent to the inclusion of the Taxation Adviser's Letter in the form and context in which it appears in this Prospectus and has not withdrawn such consent before the date of issue of this Prospectus.

(15) UNIT TRUST FINANCING RISK DISCLOSURE STATEMENT

Investing in a unit trust fund with borrowed money is more risky than investing with your own savings.

You should assess if financing is suitable for you in light of your objectives, attitude to risk and financial circumstances. You should be aware of the risks, which would include the following:

- (a) The higher the margin of financing (that is, the amount of money you borrow for every ringgit of your own money which you put in as deposit or down payment), the greater the loss or gain on your investment.
- (b) You should assess whether you have the ability to service the repayments on the proposed financing. If your financing is a variable rate loan, and if profit rates rise, your total repayment amount will be increased.
- (c) If unit prices fall beyond a certain level, you may be asked to provide additional acceptable collateral (where units are used as collateral) or pay additional amounts on top of your normal instalments. If you fail to comply within the time prescribed, your units may be sold towards the settlement of your financing.
- (d) Returns on unit trusts are not guaranteed and may not be earned evenly over time. This means that there may be some years where returns are high and other years where losses are experienced. Whether you eventually realise a gain or loss may be affected by the timing of the sale of your units. The value of units may fall just when you want your money back even though the investment may have done well in the past.

This brief statement cannot disclose all the risks and other aspects of financing. You should therefore carefully study the terms and conditions before you decide to take a financing. If you are in doubt about any aspect of this risk disclosure statement or the terms of the financing, you should consult the institution offering the financing.

ACKNOWLEDGEMENT OF RECEIPT OF RISK DISCLOSURE STATEMENT

-		ve received a cop and its contents.	y of this Unit ⁻	Trust Financing	g Risk Disclosure
Signature	:				

Full Name	:	 		
Date	:			

(16) DIRECTORY

Maybank Asset Management Sdn Bhd Level 12, Tower C, Dataran Maybank No. 1, Jalan Maarof 59000 Kuala Lumpur Malaysia

Tel No: 03 - 2297 7888 Fax No: 03 - 2297 7998

Website: http://www.maybank-am.com

Email: mamcs@maybank.com.my

LIST OF DISTRIBUTORS

Kindly contact us for more details on the list of appointed distributors.

Maybank Asset Management Sdn. Bhd. (421779-M) Level 12, Tower C, Dataran Maybank, No.1, Jalan Maarof, 59000 Kuala Lumpur, Malaysia Telephone +603 2297 7888 Facsimile +603 2715 0071 www.maybank-am.com