

THIS DOCUMENT HAS NOT BEEN REGISTERED BY THE SECURITIES COMMISSION MALAYSIA (“SC”). THE INFORMATION IN THIS DOCUMENT MAY BE SUBJECT TO FURTHER AMENDMENTS BEFORE BEING REGISTERED BY THE SC. UNDER NO CIRCUMSTANCES SHALL THIS DOCUMENT CONSTITUTE AN OFFER FOR SUBSCRIPTION OR PURCHASE OF, OR AN INVITATION TO SUBSCRIBE FOR OR PURCHASE UNITS.



**PROSPECTUS**  
**BIMB OPPORTUNITIES FUND (BOF)**

**MANAGER** : **BIMB INVESTMENT MANAGEMENT BERHAD**  
Registration No.: 199301021508 (276246-X)

**TRUSTEE** : **CIMB ISLAMIC TRUSTEE BERHAD**  
Registration No.: 198801000556 (167913-M)

This Prospectus is dated *[insert date]*

The date of constitution of BIMB Opportunities Fund is *30 March 2026*.

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 13.

## **RESPONSIBILITY STATEMENT**

This Prospectus has been reviewed and approved by the Directors of BIMB Investment Management Berhad 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 the Prospectus false or misleading.

## **STATEMENTS OF DISCLAIMER**

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

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

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

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

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

**BOF HAS BEEN CERTIFIED AS SHARIAH-COMPLIANT BY THE SHARIAH ADVISER APPOINTED FOR THE FUND.**

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

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

## TABLE OF CONTENTS

SECTION		PAGE
1.	GLOSSARY	5
2.	CORPORATE DIRECTORY	7
3.	ABOUT BIMB OPPORTUNITIES FUND	8
3.1	Fund Profile	8
3.2	Investor's Profile	8
3.3	Investment Objective	8
3.4	Investment Policy and Strategy	8
3.5	Asset Allocation	9
3.6	Benchmark	9
3.7	Permitted Investment	9
3.8	Investment Restrictions and Limits	9
3.9	Income Distribution Policy	10
3.10	Mode of Income Distribution	10
3.11	Valuation of Assets	11
3.12	Valuation Point for the Fund	11
3.13	Policy on Gearing and Minimum Liquid Assets Requirements	11
3.14	Denomination of the Fund	12
4.	RISK FACTORS	13
4.1	General Risks of Investing in the Fund	13
4.2	Specific Risks Associated with Investing in the Fund	14
4.3	Risk Management	15
5.	SHARIAH INVESTMENT GUIDELINES, CLEANSING PROCESS, MAQASID AL-SHARIAH ASPIRATIONS AND PRINCIPLES, AND ZAKAT FOR THE FUND	17
5.1	Shariah Investment Guidelines	17
5.2	Cleansing Process for the Fund	17
5.3	Maqasid Al-Shariah Aspirations and Principles	19
5.3	Zakat for the Fund	19
6.	FEES, CHARGES AND EXPENSES	21
6.1	Charges Directly Incurred	21
6.2	Fees Indirectly Incurred	21
6.2.1	Annual Management Fee	21
6.2.2	Annual Trustee Fee	21
6.2.3	Administrative Fees	22
6.2.4	Other Fee	23
6.3	Policy on Rebates and Soft Commission	23
7	TRANSACTION INFORMATION	24
7.1	Determination of Prices	24
7.1.1	Computation of NAV and NAV per Unit	24
7.1.2	Policy on Rounding Adjustment	24
7.1.3	Pricing of Units	25
7.1.4	Manager's Single Pricing Regime	25
7.2	Purchase of Units	25
7.3	Redemption of Units	27
7.4	Switching of Units	28
7.5	Cooling-off Transaction	29
7.6	Minimum Holdings	29

7.7	Transfer of Units	29
7.8	Incorrect Pricing	30
7.9	Distribution Channel	30
7.10	Unclaimed Monies Policy	30
7.11	Customer Identification Program	30
7.12	Anti-Money Laundering (“AML”)/KYC Obligation on Our Authorised Distributor	31
7.13	Suspension of Dealings in Units	31
8.	<b>CLIENT COMMUNICATION</b>	<b>32</b>
8.1	Avenue for Advice Available to Prospective Investors	32
8.2	Website	32
8.3	Statement of Investment and Fund’s Financial Reports	32
9.	<b>THE MANAGEMENT COMPANY</b>	<b>33</b>
9.1	Corporate Profile of the Manager	33
9.2	Organisational Structure of the Manager	33
9.3	Board of Directors	33
9.4	Investment Team	33
9.5	Material Litigation and Arbitration	34
9.6	Exemptions or Variations	34
10.	<b>THE SHARIAH ADVISER – BIMB SECURITIES SDN BHD</b>	<b>35</b>
11.	<b>THE TRUSTEE – CIMB ISLAMIC TRUSTEE BERHAD</b>	<b>37</b>
12.	<b>SALIENT TERMS OF DEED</b>	<b>38</b>
12.1	Unit Holder’s Rights	38
12.2	Unit Holder’s Liabilities	38
12.3	Maximum Fees and Charges Permitted by the Deed	38
12.4	Procedures to Increase the Direct and Indirect Fees and Charges Disclosed in this Prospectus	38
12.5	Procedures to Increase the Maximum Rate of the Direct and Indirect Fees and Charges in the Deed	39
12.6	Permitted Expenses Payable by the Fund	40
12.7	Removal, Replacement and Retirement of the Manager and Trustee	41
12.8	Termination of the Fund	42
12.9	Meeting of Unit Holders	43
13.	<b>APPROVAL AND CONDITION</b>	<b>45</b>
14.	<b>CONFLICT OF INTEREST/RELATED PARTY TRANSACTIONS</b>	<b>46</b>
15.	<b>TAX ADVISER’S LETTER</b>	<b>47</b>
16.	<b>ADDITIONAL INFORMATION</b>	<b>54</b>
16.1	The Deed	54
16.2	Consent	54
17.	<b>DOCUMENTS AVAILABLE FOR INSPECTION</b>	<b>55</b>
18.	<b>DIRECTORY OF SALES OFFICES</b>	<b>56</b>

## 1. GLOSSARY

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

<b>“Act”</b>	Capital Markets and Services Act 2007 as originally enacted and amended or modified from time to time.
<b>“<i>baitulmal</i>”</b>	Refers to the treasury of a State Islamic Religious Council.
<b>“Bank Islam”</b>	Bank Islam Malaysia Berhad.
<b>“BIMB Investment” or “Company” or “the Manager”</b>	BIMB Investment Management Berhad (Registration No.: 199301021508 (276246-X)).
<b>“BNM”</b>	Bank Negara Malaysia.
<b>“Bursa Malaysia”</b>	The stock exchange managed and operated by Bursa Malaysia Securities Berhad including such other name as it may be changed from time to time.
<b>“Business Day”</b>	A day on which Bursa Malaysia is open for trading in securities. The Manager may declare certain Business Days as non-Business Days when deemed necessary, such as in the event of market disruption.
<b>“Deed”</b>	The deed dated 30 March 2026 in respect of the Fund and any other supplemental deed that may be entered into between the Manager and the Trustee.
<b>“FiMM”</b>	Federation of Investment Managers Malaysia.
<b>“financial institution(s)”</b>	(a) If the institution is in Malaysia – (i) licensed bank or licensed investment bank as defined under the Financial Services Act 2013; or (ii) licensed Islamic bank as defined under the Islamic Financial Services Act 2013; or (b) If the institution is outside Malaysia, any institution that is licensed, registered, approved or authorised by the relevant banking regulator to provide financial services.
<b>“Forward Pricing”</b>	The price of a Unit that is the NAV per Unit calculated at the next valuation point after an instruction or request is received by the Manager.
<b>“Fund” or “BOF”</b>	BIMB Opportunities Fund.
<b>“Guidelines”</b>	Guidelines on Unit Trust Funds issued by the SC, as amended from time to time.
<b>“Institutional Unit Trust Scheme Adviser” or “IUTA”</b>	A corporation registered with FiMM and authorised to market and distribute unit trust schemes of another party.
<b>“Latest Practicable Date” or “LPD”</b>	28 February 2026
<b>“medium to long-term”</b>	Five (5) years and above.

<b>“Net Asset Value” or “NAV”</b>	The NAV of the Fund is determined by deducting the value of all the Fund’s liabilities from the value of all the Fund’s assets, at the valuation point.
<b>“Net Asset Value (NAV) per Unit”</b>	The NAV attributable to Units of the Fund divided by the total number of Units in circulation, at the valuation point.
<b>“Prospectus”</b>	Means the prospectus of the Fund and includes any supplementary or replacement prospectus, as the case may be.
<b>“RM”</b>	Ringgit Malaysia, the lawful currency of Malaysia.
<b>“SAC”</b>	Shariah Advisory Council.
<b>“SC” or “Securities Commission”</b>	Securities Commission Malaysia.
<b>“Shariah Adviser”</b>	The Shariah adviser appointed by the Manager to advise on all aspects of the Fund in accordance with Shariah principles.
<b>“Shariah”</b>	Islamic law comprising the whole body of rulings pertaining to human conducts derived from sources of the Shariah namely the <i>Qur’an</i> (the holy book of Islam) and <i>Sunnah</i> (practices and explanations rendered by the Prophet Muhammad ( <i>pbuh</i> )) and other sources of Shariah such as <i>Ijtihad</i> (intellectual reasoning) of Shariah scholars.
<b>“Shariah requirements”</b>	Means the rulings, guidelines and resolutions made by the SAC of the SC or the advice given by the Shariah Adviser.
<b>“Special Resolution”</b>	A resolution passed at a meeting of Unit Holders duly convened in accordance with the Deed and carried by a majority of not less than three-fourths (3/4) of the Unit Holders present and voting at the meeting in person or by proxy; for the avoidance of doubt, “three-fourths (3/4) 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, “Special Resolution” means a resolution passed at a meeting of Unit Holders duly convened in accordance with the Deed by a majority in number representing at least three-fourths of the value of the Units held by the Unit Holders present and voting at the meeting in person or by proxy.
<b>“Trustee”</b>	CIMB Islamic Trustee Berhad (Registration No.: 198801000556 (167913-M)).
<b>“Unit” or “Units”</b>	An undivided share in the beneficial interest and/or right in the Fund and a measurement of the interest and/or right of a Unit Holder in the Fund and means a unit issued for the Fund.
<b>“Unit Holder(s)”</b>	The person(s) registered as holder(s) of a unit or units of the Fund including person(s) jointly registered and whose name appears in the register of Unit Holders.
<b>“U.S. (United States) Person”</b>	A citizen or resident of the United States of America, a partnership organised or existing under the laws of any state, territory or possession of the United States of America, or a corporation organised under the laws of the United States of America or of any state, territory or possession thereof, or any estate or trust, other than an estate or trust the income of which from sources outside the United States of America is not includable in gross income for purpose of computing United States income tax payable by it.

## 2. CORPORATE DIRECTORY

---

### **MANAGER**

#### **BIMB Investment Management Berhad [199301021508 (276246-X)]**

##### **Registered Office**

Level 32, Menara Bank Islam,  
No. 22, Jalan Perak,  
50450 Kuala Lumpur.  
Tel: +603-2707 8000

##### **Business Office**

Level 19, Menara Bank Islam,  
No. 22, Jalan Perak,  
50450 Kuala Lumpur.  
Tel: +603 2707 1533  
Email: [marketing.bimbinvest@bankislam.com.my](mailto:marketing.bimbinvest@bankislam.com.my)  
Website: [www.bimbinvestment.com.my](http://www.bimbinvestment.com.my)

### **TRUSTEE**

#### **CIMB Islamic Trustee Berhad [198801000556 (167913-M)]**

##### **Registered Office**

Level 13, Menara CIMB, Jalan Stesen Sentral 2, Kuala Lumpur Sentral,  
50470 Kuala Lumpur.  
Tel: +603-2261 8888  
Fax: +603-2261 0099  
Website: [www.cimb.com](http://www.cimb.com)

##### **Business Office**

Level 21, Menara CIMB, Jalan Stesen Sentral 2, Kuala Lumpur Sentral,  
50470 Kuala Lumpur.  
Tel: +603-2261 8888  
Fax: +603-2261 9894  
Email: [ss.corptrust@cimb.com](mailto:ss.corptrust@cimb.com)  
Website: [www.cimb.com](http://www.cimb.com)

### **SHARIAH ADVISER**

#### **BIMB Securities Sdn Bhd [199401004484 (290163-X)]**

##### **Registered Office**

32<sup>nd</sup> Floor, Menara Bank Islam,  
No. 22 Jalan Perak,  
50450 Kuala Lumpur.

##### **Business Office**

Level 34, Menara Bank Islam,  
No. 22, Jalan Perak,  
50450 Kuala Lumpur.  
Tel: +603-2078 3000  
Email: [shariah.bimbsec@bankislam.com.my](mailto:shariah.bimbsec@bankislam.com.my)  
Website: [www.bimbsec.com.my](http://www.bimbsec.com.my)

### 3. ABOUT BIMB OPPORTUNITIES FUND

---

#### 3.1 Fund Profile

Fund Category	Equity
Fund Type	Growth
Risk Profile	High
Base Currency	RM
Financial Year End	30 <sup>th</sup> June
Initial Offer Price	RM0.50
Initial Offer Period	The initial offer period of the Fund shall be up to twenty-one (21) calendar days from the date of this Prospectus.  The initial offer period may be shortened by the Manager in the event the Manager determines that it is in the best interest of the Unit Holders.

#### 3.2 Investor's Profile

The Fund is suitable for investors who:

- (a) have high risk tolerance and understand the risks associated with investing in the Fund;
- (b) seek medium to long-term capital growth;
- (c) seek diversification and exposure to growth potential; and
- (d) are able to withstand higher volatility corresponding to small-capitalisation market.

#### 3.3 Investment Objective

The Fund seeks medium to long-term capital growth by investing primarily in Shariah-compliant equity securities and/or Shariah-compliant equity-related securities of small market capitalisation\* companies in accordance with Shariah principles.

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

*\* Note: Small market capitalisation means companies listed on Bursa Malaysia with market capitalisation of up to RM5 billion at the point of purchase. However, the Fund may invest up to 20% of its NAV in companies with market capitalisation above RM5 billion.*

#### 3.4 Investment Policy and Strategy

The Fund adopts an active investment strategy that combines a top-down macroeconomic and sector allocation process with bottom-up Shariah-compliant stock selection. At the top-down level, the Manager analyses macroeconomic trends in Malaysia and key global economies, including Gross Domestic Product (GDP) growth, interest rates, inflation, currency movements and government policies. These assessments are used to identify structural and cyclical themes and to determine the Fund's sector and asset allocation within the Shariah-compliant universe. The Manager may tactically adjust exposure and maintain higher allocations to Islamic liquid assets during periods of heightened market uncertainty, while remaining consistent with the Fund's medium to long-term growth objective.

At the bottom-up level, the Fund focuses on small market capitalisation\* companies, particularly emerging businesses with scalable models, hands-on management and strong growth prospects, which may yet lack an extensive track record or analyst coverage.

The Manager seeks companies with improving fundamentals, sustainable earnings growth, sound balance sheets and attractive industry positions. Key Shariah-compliant stock selection metrics include earnings per share growth, return on equity, cash flow generation, valuation indicators such as price-to-earnings and price-to-book ratios, as well as qualitative assessments of management

quality, corporate governance and competitive advantages.

Throughout the investment process, the Fund adheres strictly to Shariah principles as advised by the Shariah Adviser. A disciplined portfolio construction framework is applied to manage concentration, liquidity and downside risk, including diversification across sectors and issuers, stock and sector exposure limits, and ongoing monitoring of risk factors such as volatility and drawdown. Final investment decisions are driven by the Manager's conviction based on detailed fundamental and Shariah analysis.

*\* Note: Small market capitalisation means companies listed on Bursa Malaysia with market capitalisation of up to RM5 billion at the point of purchase. However, the Fund may invest up to 20% of its NAV in companies with market capitalisation above RM5 billion.*

### 3.5 Asset Allocation

Asset Type	% of the Fund's NAV
Shariah-compliant equity securities and/or Shariah-compliant equity-related securities	Minimum 70%
Cash and Islamic deposits	Minimum 1%

### 3.6 Benchmark

FTSE Bursa Malaysia Small Cap Shariah Index

Information on the benchmark can be obtained from Bursa Malaysia website.

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

### 3.7 Permitted Investment

The Fund may invest in the following:

- ✓ Shariah-compliant equity securities and/or Shariah-compliant equity-related securities such as rights and Shariah-compliant warrants listed in Bursa Malaysia;
- ✓ Shariah-compliant securities that are not traded in or under the rules of an eligible market including without limitation, unlisted Shariah-compliant securities that have been approved by the SC for the listing of and quotation for such securities;
- ✓ Placement in Islamic deposits with licensed financial institutions; and
- ✓ Any other form of Shariah-compliant investments permitted by the SC and/or Shariah Adviser from time to time, which aligns with the investment objective of the Fund.

### 3.8 Investment Restrictions and Limits

The Fund will be managed in accordance with Shariah principles as well as the following list of investment restrictions and limits:

#### Spread of Investments on Single Issuer

- a. The value of the Fund's investments in Shariah-compliant ordinary shares issued by any single issuer must not exceed 10% of the Fund's NAV;
- b. The value of the Fund's investments in Shariah-compliant transferable securities issued by any single issuer must not exceed 15% of the Fund's NAV ("single issuer limit"). In determining the single issuer limit, the value of the Fund's investment in instruments in "Exposure Limit" issued by the same issuer must be included in the calculation; and

- c. The aggregate value of the Fund's investments in, or exposure to, a single issuer through Shariah-compliant transferable securities and Islamic deposits must not exceed 25% of the Fund's NAV ("single issuer aggregate limit"). In determining the single issuer aggregate limit, the value of the Fund's investments in instruments in "Exposure Limit" issued by the same issuer must be included in the calculation.

#### **Exposure Limit**

The aggregate value of the Fund's investments in unlisted Shariah-compliant securities must not exceed 15% of the Fund's NAV, subject to a maximum limit of 10% of the Fund's NAV in a single issuer.

#### **Spread of Investments in Groups of Companies**

The value of the Fund's investments in Shariah-compliant transferable securities issued by any group of companies must not exceed 20% of the Fund's NAV ("group limit"). In determining the group limit, the value of the Fund's investments in instruments in "Exposure Limit" issued by the issuers within the same group of companies must be included in the calculation.

#### **Concentration of Investments**

The Fund's investments in Shariah-compliant shares or Shariah-compliant securities equivalent to shares must not exceed 10% of the Shariah-compliant shares or Shariah-compliant securities equivalent to shares, as the case may be, issued by any single issuer.

#### **Placement of Islamic Deposits**

The value of the Fund's placement in Islamic deposits with any single financial institution must not exceed 20% of the Fund's NAV. This single financial institution limit does not apply to placements of Islamic deposits arising from:

- a. subscription monies received prior to the commencement of investment by the Fund;
- b. liquidation of investments prior to the termination of the Fund, where the placement of Islamic deposits with various financial institutions would not be in the best interest of Unit Holders; or
- c. monies held for the settlement of redemption or other payment obligations, where the placement of Islamic deposits with various financial institutions would not be in the best interest of Unit Holders.

The investment restrictions and limits mentioned herein must be complied with at all times based on the most up-to-date value of the Fund's investments. The Manager will notify the SC within seven (7) Business Days from when the breach is identified with the steps taken to rectify and prevent such breach from recurring. However, any breach as a result of any appreciation or depreciation in the value of the Fund's investments or repurchase of Units or payment made out of the Fund, change in capital of a corporation in which the Fund has invested in or downgrade in or cessation of a credit rating, need not be reported to the SC and must be rectified as soon as practicable within three (3) months from the date of the breach. The three (3) months period may be extended if it is in the best interests of Unit Holders and the Trustee's consent is obtained. Such extension will be subject to a monthly review by the Trustee.

### **3.9 Income Distribution Policy**

Subject to availability of income, distribution of income (if any), will be incidental.

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

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

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

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

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

Any distribution payable to the investors which is less than or equal to the amount of RM100.00 will be automatically reinvested into additional Units of the Fund.

### **3.11 Valuation of Assets**

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

- a. For listed Shariah-compliant equities/securities, valuation shall be based on the last done market price quoted Bursa Malaysia on the relevant date. However, if –
  - i. A valuation based on the market price does not represent the fair value of the Shariah-compliant securities, for example during abnormal market conditions; or
  - ii. No market price is available, including in the event of a suspension in the quotation of the Shariah-compliant securities for a period exceeding fourteen (14) days, or such shorter period as agreed by the Trustee,

then the Shariah-compliant securities should 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.

- b. For unlisted Shariah-compliant securities, valuations shall be based on fair value as determined in good faith by the Manager on methods which have been agreed by the Trustee and verified by the auditor of the Fund.
- c. The value of any Islamic deposits placed with Financial Institutions shall be determined on each Business Day, with reference to the principal value of such investments and the accrued income for the relevant period.

The Trustee of the Fund verifies the valuation of the Fund.

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

Valuation of the Fund is carried out at the end of each Business Day. As Forward Pricing method is used for this Fund, any request received on or before 4.00 p.m. on any Business Day, the Units would be created and/or cancelled based on the NAV per Unit at the end of that Business Day. Any request received after the cut off time will be considered to be received on the next Business Day.

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

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

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

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

The base currency for the Fund is in RM. The Manager may create new classes of Units in respect of the Fund in the future. Unit Holders will be notified of any issuance of new classes of Units through communication in writing and issuance of a supplemental prospectus or replacement prospectus.

## 4. RISKS FACTORS

---

### 4.1 General Risks of Investing in the Fund

The Fund is exposed to the following general risks: -

- **Market Risk**

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.

- **Performance Risk**

The performance of the Fund depends on the financial instruments that the Fund invests in. If the instruments do not perform within expectation or if there is a default, then, the performance of the Fund will be impacted negatively. The performance of the Fund may also be impacted if the allocation of assets is not properly done. On that basis, there is never a guarantee that investing in the Fund will produce the desired investment returns.

- **Financing Risk**

This risk occurs when investors take a financing to finance their investment. The inherent risk of investing with financing includes investors being unable to service the financing payments. In the event units are used as collateral, an investor may be required to top-up the investors' existing instalment if the prices of units fall below a certain level due to market conditions. Failing which, the units may be sold at a lower net asset value per unit as compared to the net asset value per unit at the point of purchase towards settling the financing. Investors who intend to finance an investment in Islamic unit trust fund, or for that matter any Shariah-compliant investment, are advised to seek for Islamic financing to finance their investment.

- **Manager's Risk**

This risk refers to the day-to-day management of the Fund by the Manager which will impact the performance of the Fund. For example, investment decisions undertaken by the Manager, as a result of an incorrect view of the market or any non-compliance with internal policies, investment mandate, the Deed, relevant law or guidelines due to factors such as human error or weaknesses in operational process and systems, may adversely affect the performance of the Fund.

To mitigate the risk, the Manager practices the following: -

- a. Strict adherence to the Fund's investment objective, policies and strategies as stated in this Prospectus and Deed.
- b. Internal controls and compliance monitoring are in place to mitigate the risk. Periodical risk management and compliance reporting to the Shariah Adviser and the Manager's management committees such as Management Risk and Control Committee, Investment Committee, Board Audit and Risk Committee and the Board of Directors;
- c. Regular review on its internal policies, system capabilities and maintain strict segregation of duties in mitigating this risk.

- **Credit Risk**

Credit risk relates to the creditworthiness of the issuers of the Shariah-compliant equity securities and Shariah-compliant equity-related securities, and the financial institutions where the Islamic deposits are placed (hereinafter referred as "investment"), and their expected ability to make timely payment of profit and/or principal. Any adverse situations faced by the issuer and/or financial institutions may impact the value as well as liquidity of the investment. In the case of rated investment, this may lead to a credit downgrade.

- **Suspension of Dealings in Units Risk**

Having considered the best interests of Unit Holders, the application, redemption, switching and/or transfer requests by the Unit Holders may be subject to suspension due to the circumstances as documented in **Section 7.13 - Suspension of Dealings in Units**.

In such case, existing Unit Holders will not be able to redeem their Units and will be compelled to remain invested in the Fund for a longer period of time. Hence, their investments will continue to be subject to the risks inherent to the Fund.

- **Inflation Risk**

This is the risk that investors' investment in the Fund may not grow or generate income at a rate that keeps pace with inflation. This would reduce investors' purchasing power even though the value of the investment in monetary terms has increased.

#### **4.2 Specific Risks Associated with Investing in the Fund**

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

- **Liquidity Risk**

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

The liquidity risk of the Fund also refers to the Manager's ability to honour redemption requests or to pay Unit Holders' redemption proceeds in a timely manner. This is subject to the Fund's holding of adequate Islamic liquid assets, its ability to obtain financing on a temporary basis as permitted by the relevant laws and/or its ability to redeem the Fund's investments at fair value. Should there be inadequate Islamic liquid assets held, the Fund may not be able to honour requests for redemption or to pay Unit Holders' redemption proceeds in a timely manner and may be forced to dispose the Fund's investments at unfavourable prices to meet redemption requirements.

- **Small-Capitalisation Stock Risk**

Prices of small-capitalisation stocks may fluctuate more significantly than those of larger companies due to factors such as lower liquidity, higher sensitivity to market sentiment, limited market coverage by analysts and greater exposure to business or economic uncertainties. Any adverse price movements of such small-cap stocks will adversely affect the Fund's NAV.

- **Shariah Non-Compliance Risk**

This risk refers to the risk that the Fund may not conform to Shariah Investment Guidelines. The Manager (as advised by the Shariah Adviser) would be responsible for ensuring that the Fund is managed and administered in accordance with Shariah Investment Guidelines.

Any Shariah non-compliant investment made by the Fund due to error of the administration shall be disposed of or withdrawn with immediate effect, if possible, or otherwise within one (1) calendar month of knowing the status of the investment. Any gain resulting from the said disposal shall be channelled to *baitulmal* and/or charitable bodies as advised by the Shariah Adviser whilst any loss is to be borne by the Manager.

- **Shariah-Compliant Equity-Related Securities Risk**

The Fund may hold Shariah-compliant equity-related securities such as Shariah-compliant warrants derived from corporate action. The value of Shariah-compliant warrants is influenced by the current market price of the underlying security, the exercise price of the Shariah-compliant warrant, the time to expiration of the Shariah-compliant warrant and the estimate of the future volatility of the underlying

securities price over the life of the Shariah-compliant warrant. Particularly, risk factor related to Shariah-compliant warrants encompass value decay over time as the Shariah-compliant warrant approaches its due date especially in the event the Shariah-compliant warrants are held and not exercised.

- **Shariah Status Reclassification Risk**

This risk refers to the risk of a possibility that the currently held Shariah-compliant securities or Islamic deposits invested by the Fund may be reclassified or declared as Shariah non-compliant by the relevant authority or the Shariah Adviser. If this occurs, the Manager will take the necessary steps to dispose of or withdraw such investments. 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 or withdrawal of the said investments.

### **4.3 Risk Management**

The Manager has in place proper risk management structures including:

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

#### Liquidity Risk Management

To mitigate liquidity risk, the Manager will employ prudent liquidity management practices, including maintaining appropriate levels of Islamic liquid assets to meet redemption requests under both normal and stressed market conditions. The Manager will also apply liquidity risk management tools such as liquidity stress testing to assess the Fund's ability to meet expected and unexpected redemption requests, particularly during periods of heightened market volatility.

Given the nature of equity investments, which may be subject to varying levels of market liquidity, the Fund will typically maintain a cash buffer of approximately 2% to 15% of the Fund's net asset value under normal market conditions. This cash level may be increased up to a maximum of 30% of the Fund's net asset value during periods of adverse or uncertain market conditions to enhance the Fund's liquidity position, while ensuring the Fund remains at least 70% invested in equities at all times in accordance with its investment mandate.

To manage liquidity risk, the following procedures have been established:

- i. regular review by the designated fund manager of the Fund's investment portfolio, including assessment of the liquidity profile of individual equity holdings, taking into account factors such as trading volume, market depth, and concentration levels;
- ii. daily monitoring of the Fund's net subscriptions and redemptions, alongside periodic liquidity stress testing of the Fund's portfolio against simulated redemption scenarios under both normal and adverse market conditions. These measures are designed to proactively monitor the Fund's liquidity position and enable timely actions to address potential liquidity constraints. In the event of significant or unexpected redemption requests, the Manager will seek to liquidate the Fund's equity holdings in an orderly manner and on a best-effort basis, taking into account prevailing

- market conditions to minimize market impact. Where necessary, the Manager may also utilise available credit facilities to meet redemption obligations; and
- iii. suspension of repurchase requests from Unit Holders under exceptional circumstances where the market value or fair value of a substantial portion of the Fund's assets cannot be reliably determined, or where market trading is disrupted. During such suspension, repurchase requests will continue to be accepted but will not be processed until the suspension is lifted. All pending requests will be processed on the next Business Day following the lifting of the suspension. The decision to suspend repurchase requests will only be exercised as a last resort, after careful consideration of the best interests of Unit Holders.

As a final measure, after exhausting all other liquidity management tools, the Manager may, in consultation with the Trustee and in the best interests of Unit Holders, impose a suspension of repurchase requests under exceptional circumstances to further manage and mitigate liquidity risk within the Fund.

Please refer to **Section 7.13 - Suspension of Dealings in Units** for further details.

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

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

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

## **5. SHARIAH INVESTMENT GUIDELINES, CLEANSING PROCESS, MAQASID AL-SHARIAH ASPIRATIONS AND PRINCIPLES, AND ZAKAT FOR THE FUND**

---

### **5.1 Shariah Investment Guidelines**

The following guidelines are adopted by the Shariah Adviser in determining the Shariah status of investments of the Fund.

- The Fund must at all times and all stages of its operation comply with Shariah requirements as resolved by the SAC of the SC or in cases where no specific rulings are made by the SAC of the SC, the decisions of the Shariah Adviser.
- The Fund must be established and operated by the Manager, and finally redeemed by the investors on the basis of contracts which are acceptable in Shariah. The banking facilities used for the Fund have to be Shariah-compliant. Similarly, all the other investment instruments must be Shariah-compliant.
- For Shariah-compliant equity securities and Shariah-compliant equity-related securities listed on the Bursa Malaysia, the Fund's investments must be strictly confined to those Shariah-compliant securities on the list of Shariah-compliant securities by the SAC of the SC.
- For initial public offering, the Fund shall invest in securities that are classified as Shariah-compliant by the SAC of the SC.
- For investments in unlisted Shariah-compliant equity securities, the Shariah Adviser applies the screening methodology of the SAC of the SC in its Shariah screening. As such, the Manager must submit to the Shariah Adviser the latest information pertaining to the issuer's business activities, its complete financial statements and other related information to enable the Shariah Adviser to carry out the Shariah screening.
- For Islamic deposits, they shall be based on the financial institutions' websites.
- The decision of the Shariah Adviser shall be final.

### **5.2 Cleansing Process for the Fund**

#### **(a) Wrong Investment**

- (i) Investment in Shariah non-compliant equity securities and/or Shariah non-compliant equity-related securities.

This refers to investment in Shariah non-compliant equity securities and/or Shariah non-compliant equity-related securities by the Manager. The said investment shall be disposed of or withdrawn with immediate effect, if possible, or otherwise within one (1) calendar month of knowing the status of the investment. In the event that the investment resulted in Shariah non-compliant income received before or after the disposal of or withdrawal the investment, it has to be channelled to *baitulmal* and/or charitable bodies as advised by the Shariah Adviser. The Fund has a right to retain only the investment cost. The Shariah Adviser advises that this cleansing process (namely, channelling of income from wrongful investment to *baitulmal* and/or charitable bodies as advised by the Shariah Adviser) shall be carried out within one (1) calendar month upon the confirmation by the Shariah Adviser. If the disposal or withdrawal of the investment resulted in losses to the Fund, the losses are to be borne by the Manager.

- (ii) Investment in other Shariah non-compliant instruments (namely, deposits)

The said investment shall be withdrawn with immediate effect if possible, or otherwise within one (1) calendar month of knowing the status of the investment. In the event that the investment resulted in Shariah non-compliant income received before or after the withdrawal of the investment, it has to be channelled to *baitulmal* and/or charitable bodies as advised by the Shariah Adviser. The Fund has a right to retain only the investment cost. The Shariah Adviser advises that this cleansing process (namely, channelling of income from wrongful investment to *baitulmal* and/or charitable bodies as advised by the Shariah Adviser) shall be carried out within one (1) calendar month upon the confirmation by the Shariah Adviser. If

the withdrawal of the investment resulted in losses to the Fund, the losses are to be borne by the Manager.

**(b) Reclassification of Shariah Status of the Fund's Investments**

**(i) Shariah-compliant equity securities and Shariah-compliant equity-related securities**

Reclassification of Shariah status refers to securities which were earlier classified as Shariah-compliant securities but due to failure to meet the set benchmark criteria, are subsequently reclassified as Shariah non-compliant by the SAC of the SC or the Shariah Adviser. If on the reclassification effective date, the market price of the securities held exceeds or is equal to the investment cost, the Fund which holds such Shariah non-compliant securities must liquidate them. To determine the time frame to liquidate such securities, the Shariah Adviser advises that such securities should be disposed of within one (1) calendar month of reclassification.

Any dividends received up to the reclassification effective date and capital gains arising from the disposal of the said reclassified Shariah non-compliant securities made with respect to the closing price on the reclassification effective date can be kept by the Fund. However, any dividends received, and excess capital gains derived from the disposal after the reclassification effective date at a market price that is higher than the closing price on the reclassification effective date shall be channelled to *baitulmal* and/or charitable bodies as advised by the Shariah Adviser. The Shariah Adviser advises that this cleansing process should be carried out within one (1) calendar month upon the confirmation by the Shariah Adviser.

The Fund is allowed to hold the Shariah non-compliant securities if the market price of the said securities is below the investment cost. It is also permissible for the Fund to keep the dividends received during the holding period until such time when the total amount of the dividends received and the market value of the Shariah non-compliant securities held equals the investment cost. At this stage, the Fund is advised to dispose of their holdings. In addition, during the holding period, the Fund is allowed to subscribe to:

- any issue of new securities by a company whose Shariah non-compliant securities are held by the Fund such as rights issues, bonus issues, special issues and warrants (excluding securities whose nature is Shariah non-compliant such as irredeemable convertible unsecured loan stock (ICULS)); and
- securities of other companies offered by the company whose Shariah non-compliant securities are held by the Fund,

on conditions that the Fund expedites the disposal of the Shariah non-compliant securities. For securities of other companies (as stated in the 2<sup>nd</sup> bullet above), they must be Shariah-compliant securities.

**(ii) Other Shariah-compliant instruments (namely, Islamic deposits)**

This refers to the instruments which were earlier classified as Islamic deposits but due to certain factors such as changes in the issuers' business direction and policy or failure to carry out proper Shariah contracts' transactions, which render the instruments Shariah non-compliant by the relevant authority or the Shariah Adviser. If this occurs, the Manager will take the necessary steps to dispose of or withdraw such deposits.

If on the reclassification effective date, the value of the Shariah non-compliant instruments held exceeds or is equal to the investment cost, the Fund which holds such Shariah non-compliant instruments must liquidate them. To determine the time frame to liquidate such instruments, the Shariah Adviser advises that such reclassified Shariah non-compliant instruments should be withdrawn within one (1) calendar month of reclassification.

However, any income received and excess capital gain derived from the withdrawal after the reclassification effective date at a price that is higher than the price on the

reclassification effective date shall be channelled to *baitulmal* and/or charitable bodies as advised by the Shariah Adviser. The Shariah Adviser advises that this cleansing process should be carried out within one (1) calendar month upon the confirmation by the Shariah Adviser.

The Fund is allowed to hold the Shariah non-compliant instruments if the market price of the said instruments is below the investment cost. It is also permissible for the Fund to retain the income received during the holding period until such time when the total amount of the income received, and the market value of the Shariah non-compliant instruments held equal the investment cost. At this stage, the Fund is advised to withdraw their holdings.

### 5.3 Maqasid Al-Shariah Aspirations and Principles

The Fund is designed in accordance with the following Aspirations and guiding Principles as outlined in the Maqasid Al-Shariah Guidance issued by the SC:

**a) Aspiration 2: Justice and Benevolence**

**Principle 6: Upholding Best Practices, Codes of Conduct and Ethical Values**

The Fund upholds the values of fairness, transparency, and the protection of investors' interests. The incorrect-pricing framework outlined in this Prospectus reflects the Fund's commitment to rectifying valuation or pricing errors in a manner that upholds justice for both the Fund and its Unit Holders.

Where an error meets or exceeds the materiality threshold of 0.5% of the Fund's NAV per Unit, the Manager shall undertake the necessary reimbursement in accordance with the prescribed procedures, thereby ensuring that any gains or losses arising from such errors are rectified equitably and in a timely manner.

**b) Aspiration 3: Clarity and Transparency**

**Principle 8: Enhancing Disclosure and Documentation**

The Fund ensures quality disclosure and documentation of information by providing comprehensive and accurate details regarding its investments in this Prospectus, as well as the performance of the Fund through the periodic Fund's reports.

Through these channels, Unit Holders are able to access insights into the Fund's performance, enabling them to make informed decisions. This commitment to transparency also ensures a clear understanding of the Fund's trajectory and potential opportunities.

**c) Aspiration 5: Fiduciary and Accountability**

**Principle 11: Upholding Fiduciary Duty with Utmost Good Faith**

The Manager shall exercise the degree of care and diligence in managing the Fund and effectively employ the resources to ensure that the Fund complies with the relevant SC rules and regulations, including the Shariah requirements.

With regard to the investments of the Fund, the Manager has a duty to carefully select and assess the Shariah-compliant investment instruments, conduct thorough due diligence particularly prior to the investment and monitor the performance of investments at all times to safeguard the interests of the Unit Holders.

### 5.4 Zakat for the Fund

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

**THE SHARIAH ADVISER CONFIRMS THAT THE INVESTMENT PORTFOLIO OF THE FUND WILL COMPRISE INSTRUMENTS WHICH HAVE BEEN CLASSIFIED AS SHARIAH-COMPLIANT BY THE SAC OF THE SC AND, WHERE APPLICABLE BY THE SAC OF BNM. AS FOR THE INSTRUMENTS WHICH HAVE NOT BEEN CLASSIFIED AS SHARIAH-COMPLIANT BY THE SAC OF THE SC AND, WHERE APPLICABLE BY THE SAC OF BNM, THE SHARIAH STATUS OF THE INSTRUMENTS WILL BE REVIEWED AND DETERMINED IN ACCORDANCE WITH THE RULING ISSUED BY THE SHARIAH ADVISER.**

## 6. FEES, CHARGES AND EXPENSES

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

### 6.1 Charges Directly Incurred

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

<b>Sales Charge</b>	Up to 5.00% of the NAV per Unit  The Manager may at its discretion charge a lower sales charge based on the size of investment and/or other criterion as may be determined from time to time.  Please refer to <b>Section 7.2 - Purchase of Units</b> for illustration on computation of sales charge.
<b>Redemption Charge</b>	Nil.
<b>Transfer Fee</b>	Nil.
<b>Switching Fee</b>	The Manager does not impose any switching fee. However, if the amount of sales charge of the fund (or class) that the Unit Holder intends to switch into is higher than the sales charge imposed by the fund (or class) being switched from, then the difference in the sales charge between the two (2) funds (or classes) shall be borne by the Unit Holder.

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

### 6.2 Fees Indirectly Incurred

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

#### 6.2.1 Annual Management Fee

The annual management fee is up to 1.50%\* per annum of the NAV of the Fund. The management fee is calculated and accrued on a daily basis, payable monthly to the Manager.

Note: For illustration, please refer to a table disclosed in **Section 7.1 - Determination of Prices**.

*\*The Manager reserves the right to charge a lower fee at its discretion which will be communicated to investors via website and/or distributors.*

#### 6.2.2 Annual Trustee Fee

The trustee fee is up to 0.04% per annum of the NAV of the Fund (before deducting the management fee and trustee fee) excluding foreign custodian fee and charges, with RM12,000 per annum minimum fee.

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

The trustee fee is accrued daily and payable monthly.

Note: For illustration, please refer to a table disclosed in **Section 7.1 - Determination of Prices**.

### 6.2.3 Administrative Fees

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

- i. commissions or fees paid to brokers or dealers in effecting dealings in the investments of the Fund, shown on the contract notes or confirmation notes;
- ii. taxes and other duties charged on the Fund by the government and other authorities;
- iii. fees and expenses properly incurred by the auditor appointed for the Fund;
- iv. fees for the valuation of any Shariah-compliant investment 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 Shariah-compliant investment of the Fund;
- ix. costs, fees and expenses incurred in engaging any adviser 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 a class of Units or the removal or retirement 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 ordered by the court not to be reimbursed by the Fund);
- xiii. remuneration and out of pocket expenses of the person(s) or members of a committee undertaking the oversight function 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;
- xvii. fees, charges, costs and expenses relating to the preparation, printing, posting, registration and lodgement of documents and reports which the Manager and/or the Trustee may be obliged to prepare, print, post, register and/or lodge in relation to the Fund by virtue of any relevant law;
- xviii. fees in relation to fund accounting;
- xix. any fees as may be imposed by the SC in relation to the Fund; and
- xx. any tax now or hereafter imposed by law or required to be paid in connection with any costs, fees and expenses incurred under sub-paragraphs (i) to (xx) above.

#### **6.2.4 Other Fee**

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

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

Any rebate or soft commission shall be directed to the Fund concerned. Soft commissions may be retained by the Manager or the fund manager if:

- (a) the soft commissions bring direct benefit or advantage to the management of the Fund and may include research and advisory related services;
- (b) any dealing with the broker or dealer is executed on terms which are the most favourable for the Fund; and
- (c) the availability of soft commissions is not the sole or primary purpose to perform or arrange transactions with such broker or dealer, and the Manager or fund manager shall not enter into unnecessary trades in order to achieve a sufficient volume of transactions to qualify for soft commissions.

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

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

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

## 7. TRANSACTION INFORMATION

### 7.1 Determination of Prices

#### 7.1.1 Computation of NAV and NAV per Unit

In this section of the Prospectus, investors will be introduced to certain terms used by the Manager in order to explain how the Fund arrives at its NAV and consequently, NAV per Unit for the Fund.

Investors should note that the NAV of the Fund is the value of all the Fund's assets minus its liabilities, at the valuation point.

Please see section 3.12 of this Prospectus for an explanation of the valuation point for the Fund.

Example:

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

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

Shariah-compliant investment of the Fund	= RM80,000,000.00
Other assets including cash	= RM30,000,000.00
Liabilities of the Fund	= RM50,000.00
Number of Units in circulation	= 200,000,000.00

The NAV of the Fund will be:

	<b>RM</b>
Shariah-compliant investment	80,000,000.00
<b>Add:</b>	
Other assets	30,000,000.00
<b>Less:</b>	
Liabilities	50,000.00
NAV (Before deduction of management fee and trustee fee for the day)	109,950,000.00
<b>Less:</b>	
Management fee for the day (1.50% per annum from the NAV)	4,518.50
Trustee fee for the day (0.04% per annum from the NAV)	120.49
<b>NAV</b>	<b>109,945,361.01</b>

<b>The NAV per Unit will be:</b>	= $\frac{\text{RM}109,945,361.01}{200,000,000.00}$ = RM0.54972680505 = RM0.5497 (adjusted to 4 decimal places)
<b>Please note that the NAV per Unit will be rounded up to four (4) decimal places for the purposes of publication of the NAV per Unit</b>	

#### 7.1.2 Policy on Rounding Adjustment

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

### 7.1.3 Pricing of Units

The purchase and redemption transactions will be executed on a Forward Pricing basis which is based on NAV per Unit. Under the Forward Pricing basis:

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

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

### 7.1.4 Manager's Single Pricing Regime

All applications will be based on NAV per Unit.

## 7.2 Purchase of Units

Minimum Initial Investment	Minimum Additional Investment
RM500.00 or such other amount as may be determined by the Manager.	RM200.00 or such other amount as may be determined by the Manager.

**Note:**

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

- Investors may submit the purchase application by completing the application forms, which are available at the office of BIMB Investment, at our authorised unit trust consultant (UTC), any sales offices as listed in **Section 18 - Directory of Sales Offices**, or offices of our authorised distributors. Investors may also obtain the application form and other related forms from our website at <https://bimbinvestment.com.my>.
- Application for Units must be received by us before the cut-off time of 4.00 p.m. on any Business Day. Any purchase application received after 4.00 p.m. on any Business Day will be treated as an application made on the next Business Day.
- Investors are required to provide us with the following completed forms and documents. We reserve the right to request for additional documentations when deem necessary before we process the purchase application.

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

<b>respective distribution channel for registration and payment procedures.</b>	<ul style="list-style-type: none"> <li>✓ form 44 or notice under section 46 of the Companies Act 2016;</li> <li>✓ board resolution approving the investment in the Fund;</li> <li>✓ list of authorised signatories and their specimen signatures;</li> <li>✓ in the case of foreign companies, trusts, cooperatives and foundations, please contact the Manager or the relevant distribution channel for information on additional documents needed (if any); and</li> <li>✓ copy of identification card/passport for authorised signatories.</li> </ul> <ul style="list-style-type: none"> <li>• Details of a foreign currency account for investments in currencies other than RM.</li> <li>• Proof of payment such as letter of bank / fund transfer or bank-in slip.</li> <li>• <b>For investment through distribution channels, kindly refer to the respective distribution channel for registration and payment procedures.</b></li> </ul>
---	--

- Payment for purchase of Units can be made via:
  - a. Online through interbank GIRO (IBG) or Telegraphic Transfer to the Fund's account. Details of the account can be obtained from <https://bimbinvestment.com.my> .
  - b. Regular investment via banks through direct debit facilities (Terms and conditions apply).

Investors are required to complete the necessary application form and other related documents required by the Manager. A bank validated fund transfer form must be presented to the Manager as evidence of payment.

Any certified document required must be at least certified by authorised unit trust consultant, authorised IUTAs and/or marketing staff of the Manager.

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

		<b>Investor A</b>
Amount invested	=	RM50,000.00
NAV per Unit	=	RM0.2526
Sales charge rate	=	5.00%
Investment amount	=	RM50,000.00 (1.000 + sales charge rate)
Net investment	=	RM50,000.00 (1.000 + 5.00%) RM47,619.05
Sales charge amount	=	RM2,380.95
Units allotted to investor	=	RM47,619.05 RM0.2526 188,515.63 Units

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

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

**! PLEASE BE ADVISED THAT IF THE INVESTOR INVESTS IN UNITS THROUGH AN IUTA WHICH ADOPTS THE NOMINEE SYSTEM OF OWNERSHIP, THE INVESTOR WOULD NOT BE CONSIDERED TO BE A UNIT HOLDER UNDER THE DEED AS THE INVESTOR'S NAME WILL NOT APPEAR IN THE REGISTER OF UNIT HOLDERS. THE INVESTOR MAY CONSEQUENTLY NOT HAVE ALL THE RIGHTS ORDINARILY EXERCISABLE BY A UNIT HOLDER (FOR EXAMPLE, THE RIGHT TO CALL FOR A UNIT HOLDERS' MEETING AND TO VOTE THEREAT).**

### 7.3 Redemption of Units

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

- **Minimum Redemption**

500 Units or such other unit as may be determined by the Manager from time to time.

**Note:**

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

- **Cut-off time**

Redemption request must reach the Manager before the cut-off time of 4.00 p.m. on any Business Day (or "T Day"). The Manager will process the redemption request based on the NAV per Unit of the Fund for that Business Day. Any redemption request received by the Manager at or after 4.00 p.m., the Manager will process the redemption request based on the NAV per Unit computed on the immediate following Business Day, T + 1.

- **Period of Payment of Redemption Proceeds**

Unit Holders will be paid within seven (7) Business Days after the redemption application is received and processed by the Manager.

- **Mode of Payment**

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

- You may give us instructions in writing to transfer your redemption amount to your nominated bank account held in your own name or the first named Unit Holder (principal Unit Holder) if it is a joint account.
- All bank charges for the transfer will be borne by the Unit Holder. The charges will be deducted/debited from the redemption amount.
- Under normal circumstances, a bank transfer will take less than two (2) days to reach your nominated bank account. The Manager will not be responsible for any delay in the bank transfer.
- No redemptions will be paid in cash under any circumstances.

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

## Other information

The following illustrations demonstrate the two (2) computation methods of redemption of Units:  
Computation no.1 = Redemption request by giving absolute value instruction:

Redemption amount request	=	RM5,000.00
Redemption charge	=	Nil
NAV per Unit	=	RM0.2526
Total redemption of Units by Unit Holder	=	RM5,000.00 RM.2526 19794.14 Units

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

Redemption Units request	=	19794.14 Units
Redemption charge	=	Nil
NAV per Unit	=	RM0.2526
Total redemption amount payable to Unit Holder	=	Units repurchase X NAV per Unit 19794.14 Units X RM0.2526 RM5,000.00

## 7.4 Switching of Units

Switching is available for switching from the Fund to other funds (or its classes) managed by the Manager, provided that the currency denomination is the same and subject to the Manager's discretion.

The minimum switching amount is 500 Units and amount switched must meet the minimum initial investment amount of a particular fund (or its classes) that the Unit holder intends to switch into. However, if the switching request leaves a Unit Holder with less than 500 Units (minimum holdings), the Manager will automatically switch the balance of the Units held in the Unit Holder's account.

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

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

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

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

Original Fund	Intended Fund	Condition of Switching
No sales charge	No sales charge	The switch will be based on the net asset value per unit of the intended fund
No sales charge	With sales charge	Investor is required to pay the sales charge imposed by the intended fund
With sales charge	With higher sales charge	Investor is required to pay the differential sales charge between the original fund and the intended fund on the amount switched
With sales charge	With lower sales charge	The switch will be based on the net asset value per unit of the intended fund

- **Switching Fee**

The Manager does not impose any switching fee. However, if the amount of sales charge of the fund (or class) that the Unit Holder intends to switch into is higher than the sales charge imposed by the fund (or class) being switched from, then the difference in the sales charge between the two (2) funds (or classes) shall be borne by the Unit Holder.

## **7.5 Cooling-off Transaction**

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

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

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

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

The refund for every Unit held by the Unit Holder pursuant to the exercise of the cooling-off right shall be as follows:

- a) if the original price of a Unit is higher than the price of a Unit at the point of exercise of the cooling-off right ("market price"), the market price at the point of cooling-off; or
- b) if the market price is higher than the original price, the original price at the point of cooling-off; and
- c) the sales charge originally imposed on the day the Units were purchased.

The Manager shall refund to Unit Holder within seven (7) Business Days from the date of receipt of the cooling-off application from the Unit Holder is received by the Manager.

## **7.6 Minimum Holdings**

500 Units

**Note:**

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

## **7.7 Transfer of Units**

Unit Holders are permitted to transfer ownership of their investments in the Fund at any point in time by completing the transfer form and submit it to the Manager on any Business Day. The transfer must be made in terms of Units only and not in RM value.

A copy of the "Transfer Form" can be obtained from our head office and offices of the authorised distributors.

The minimum Units per transfer is 500 units (or such other amount as may be determined by the Manager from time-to-time), while maintaining the minimum holdings requirement.

The Manager reserves the right to reject any transfer requests.

## 7.8 Incorrect Pricing

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

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

By investing in the Fund, investors agree that the Manager retains the discretion whether or not to reimburse if the error is below 0.5% of the NAV per Unit or where the total impact on an individual account is less than RM10.00. This is because the reprocessing cost may be greater than the amount of the adjustment.

## 7.9 Distribution Channel

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

For further information, please call our general number +603 2707 1533 at any time during our office hours: Mondays to Fridays from 9.00 a.m. to 5.00 p.m. or email your enquiries to [marketing.bimbinvest@bankislam.com.my](mailto:marketing.bimbinvest@bankislam.com.my) or visit our website at [www.bimbinvestment.com.my](http://www.bimbinvestment.com.my).

## 7.10 Unclaimed Monies Policy

Any monies payable to Unit Holders which remain unclaimed for a period of not less than two (2) years as prescribed by the Unclaimed Moneys Act, 1965 (as may be amended from time to time), shall be lodged with the Registrar of Unclaimed Moneys in accordance with the provisions of the Unclaimed Moneys Act, 1965 (as may be amended from time to time).

## 7.11 Customer Identification Program

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

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

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

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

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

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

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

### **7.13 Suspension of Dealings in Units**

The Manager may, in consultation with the Trustee and having considered the interests of Unit Holders, suspend the dealing in Units of the Fund due to exceptional circumstances, where there is good and sufficient reason to do so, considering the interest of Unit Holders. If the Manager has exhausted all possible avenues to avoid a suspension of the Fund, the Manager may as a last resort, in consultation with the Trustee and having considered the interests of the Unit Holders, suspend the dealings in Units where it is impractical for the Manager to calculate the NAV of the Fund due to but not limited to the following:

- (i) an emergency or other state of affairs (such as natural disaster, state of war, etc); or
- (ii) where the market value or fair value of a material portion of the Fund’s assets cannot be determined.

In such case, existing Unit Holders will not be able to redeem their Units and will be compelled to remain invested in the Fund for a longer period of time. Hence, their investments will continue to be subject to the risks inherent to the Fund.

Please note that during the suspension period, there will be no NAV per Unit available and hence, the Manager will not accept any transactions for the applications, redemptions, switching and/or transfers of Units. If the Manager has earlier accepted a Unit Holder’s request for transactions of the Fund, please note that the requests will only be processed on the next Business Day after the cessation of suspension of the Fund. Unit Holders will be notified of the suspension and when the suspension is lifted.

## 8. CLIENT COMMUNICATION

---

### 8.1 Avenue for Advice Available to Prospective Investors

Unit Holders can seek assistance from our customer service personnel on queries relating to the Fund at our general number +603 2707 1533 during business hours, Monday to Friday from 9.00 a.m. to 5.00 p.m.

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

### 8.2 Website

Unit Holders may obtain the daily Fund price from our website at [www.bimbinvestment.com.my](http://www.bimbinvestment.com.my).

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

<b>Statements to confirm and record transaction</b>	The Manager will send computer-generated statements to Unit Holders on each transaction made confirming their transactions relating to the Fund.
<b>Statement of account</b>	In addition, statement of account of the Fund's investment will be made available to the Unit Holders.
<b>Semi-annual and annual reports</b>	<p>The Manager will provide the Unit Holders with semi-annual and annual report of the Fund within two (2) months after the end of financial period/year of the Fund.</p> <p>The Manager practices digital fund reporting hence the Fund's reports are made available on its website <a href="https://bimbinvestment.com.my">https://bimbinvestment.com.my</a> Investors may view, store and download from the website.</p> <p><b>The Fund's printed annual/semi-annual report is available upon request.</b></p>

## 9. THE MANAGEMENT COMPANY

---

### 9.1 Corporate Profile of the Manager

BIMB Investment is a wholly-owned subsidiary of Bank Islam Malaysia Berhad. BIMB Investment, a licensed Islamic fund management company, was incorporated on 14 September 1993 and commenced its operations on 20 June 1994. BIMB Investment has been in the unit trust industry for more than 26 years.

### 9.2 Organisational Structure of the Manager

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

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

### 9.3 Board of Directors

The list of our board of directors are available on our website at <https://www.bimbinvestment.com.my/board-of-directors>.

### 9.4 Investment Team

The investment team meets frequently to discuss investment related matters.

<b>Name</b>	<b>NAZIFAH MOHD ARSHAD (Designated Fund Manager)</b>
<b>Position</b>	Head, Equity
<b>Experience</b>	She joined BIMB Investment Management Berhad in December 2023 and was formerly a senior fund manager with MIDF Asset Management Berhad. She has more than eighteen (18) years of cumulative experience in the financial and investment, specialising in equity and research analysis covering both local and foreign equities. Her career is marked by a diverse range of competencies including managing private mandates, Exchange Traded Funds (ETFs), Environmental, Social and Governance (ESG) investments, units trust and proprietary investment.
<b>Qualifications</b>	<ul style="list-style-type: none"><li>• Bachelor of Science with Honors in Actuarial Science from Universiti Teknologi MARA</li><li>• Holder of SC's Capital Markets Services Representative's License (CMSRL)</li></ul>

<b>Name</b>	<b>SEE YUIN FONG</b>
<b>Position</b>	Senior Fund Manager
<b>Experience</b>	He has over fifteen (15) years of experience as an investment professional in the fund management industry. Prior to joining BIMB Investment, he served as an equity portfolio manager at Public Mutual Berhad for eleven (11) years, where he managed diversified portfolios across multiple markets and played a key role in product development. During his tenure at Public Mutual Berhad, he received several prestigious LSEG Lipper Fund Awards.

<b>Qualifications</b>	<ul style="list-style-type: none"> <li>• Master of Science in Professional Accountancy from the University of London</li> <li>• Capital Markets Services Representative License (CMSRL) holder under the Fund Management Representative (FMR) category since 2015</li> <li>• Bachelor's degree in Economics (hons) from Universiti Kebangsaan Malaysia (UKM)</li> <li>• Member of the Association of Chartered Certified Accountants (ACCA)</li> </ul>
-----------------------	--

**Further information on the Manager and key management is available on the Manager's website:**  
<https://bimbinvestment.com.my>

### **9.5 Material Litigation and Arbitration**

As at the LPD, the Manager is not engaged in any material litigation and arbitration either as plaintiff nor as defendant, and the Manager is not aware of any proceedings, pending or threatened or of any other facts likely to give rise to any proceedings which might materially and adversely affect its financial position or business.

### **9.6 Exemptions or Variations**

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

## 10. THE SHARIAH ADVISER – BIMB SECURITIES SDN BHD

---

BIMB Securities Sdn Bhd (“BIMB Securities”) has been appointed as the Shariah Adviser for the Fund. BIMB Securities will provide Shariah advisory services on the management and operations of the Fund to ensure the operations of the Fund comply with Shariah requirements.

### About BIMB Securities Sdn Bhd

BIMB Securities is a stockbroking subsidiary of Bank Islam Malaysia Berhad incorporated on 21 February 1994 and is licensed by the SC. The corporate mission of BIMB Securities is to be an active participant in a modern, innovative and dynamic Islamic capital market in Malaysia, catering for the needs of all investors, Muslims and non-Muslims, looking for Shariah-compliant investment products and services.

### Experience in Shariah Advisory Services

BIMB Securities is registered with the SC to act as a Shariah Adviser for Islamic products and services regulated by the SC, which include Islamic CIS. BIMB Securities is independent from the Manager and does not hold office as a member of the committee undertaking the oversight function of the Fund or any other funds managed and administered by the Manager. As at the LPD, BIMB Securities is a corporate Shariah Adviser to ninety-one (91) Islamic funds including two (2) Islamic real estate investment trusts.

### Roles and Responsibilities of BIMB Securities Sdn Bhd as a Shariah Adviser

As the Shariah Adviser for the Fund, the role of BIMB Securities is to ensure that the investment operations and processes of the Fund are in compliance with Shariah requirements. BIMB Securities will review the Fund’s investments on a monthly basis to ensure Shariah compliance and it also review the semi-annual and annual reports of the Fund.

In line with the SC’s Guidelines on Islamic Capital Market Products and Services, the roles of BIMB Securities as the Shariah Adviser are:

- (a) to advise on the Shariah aspects of the Fund and Fund’s operations and processes to ensure they are in accordance with Shariah requirements;
- (b) to provide Shariah expertise and guidance in all matters relating to the Fund, particularly on the documentation i.e., the Fund’s Deed and Prospectus, structure, investments and related operational matters;
- (c) to ensure that the Fund is managed and operated in accordance with Shariah requirements and the applicable Shariah rulings, principles and concepts endorsed by the SAC of the SC as well as the advice given by the Shariah Adviser are complied with;
- (d) to review the Fund’s compliance reports as provided by the Manager’s compliance officer and investment transaction reports provided or duly approved by the Trustee to ensure that the Fund’s investments are in line with Shariah;
- (e) to prepare a report to be included in the semi-annual and annual reports of the Fund stating the Shariah Adviser’s opinion whether the Fund has been operated and managed in compliance with Shariah requirements in its investment, operations and processes for the financial period concerned;
- (f) to apply *Ijtihad* (intellectual reasoning) to ensure all aspects relating to the Fund are in compliance with Shariah, in the absence of any rulings, principles and concepts endorsed by the SAC of the SC;
- (g) to consult the SC where there is ambiguity or uncertainty as to an investment, instrument, system, procedure and/or process; and
- (h) to meet with the Manager on a quarterly basis (or as and when required by the Manager and/or the Shariah Adviser) for the review of the Fund’s operations and processes.

## **Profiles of the Shariah Personnel**

### **Muhammad Shahier bin Sa'min** (“Muhammad Shahier”)

Muhammad Shahier joined BIMB Securities (BIMBSEC) as the Head of Shariah in October 2024. He oversees all Shariah related matters for the Company, serves as Secretary to the Shariah Advisory Committee, and has been appointed as the Designated Shariah Person. He holds a Bachelor's degree in Shariah, with a major in Economics and Islamic Banking, from Yarmouk University, Jordan (2014), and earned the Associate Qualification in Islamic Finance (AQIF) from the Islamic Banking and Finance Institute Malaysia (IBFIM) in 2019. He also holds the Certified Shari'a Adviser and Auditor (CSAA) qualification awarded by the Accounting and Auditing Organization for Islamic Financial Institutions (AAOIFI) and is registered with the Securities Commission Malaysia as an individual Shariah Adviser.

Prior to this, Muhammad Shahier was the Head of Shariah at Yayasan Pembangunan Ekonomi Islam Malaysia (YAPEIM) from June 2021 to October 2024, where he oversaw Shariah governance and compliance across the YAPEIM group. He also served as the Head of Business Development, Business Advisory at IBFIM from June 2019 to June 2021, providing Shariah advisory services and delivering Shariah training. Before that, he was the Senior Executive / Unit Lead of Shariah Compliance, Risk Management Division at Malaysia Debt Ventures Berhad (MDV) from January 2018 to June 2019, and a Consultant in Shariah Business Advisory at IBFIM from January 2015 to December 2017.

Muhammad Shahier is currently an active facilitator for IBFIM's professional certification programmes and a speaker for Institut Koperasi Malaysia (IKMa) awareness initiatives. He is also an accredited trainer under the Human Resource Development Corporation (HRDC) and a recognised Continuing Professional Education (CPE) trainer with the Securities Industry Development Corporation (SIDC).

## **11. THE TRUSTEE – CIMB ISLAMIC TRUSTEE BERHAD**

---

### **Corporate Information**

The Trustee was incorporated on 19 January 1988 and registered as a trust company under the Trust Companies Act, 1949 and having its registered office at Level 13, Menara CIMB, Jalan Stesen Sentral 2, Kuala Lumpur Sentral 50470, Kuala Lumpur, Malaysia. The Trustee is qualified to act as a trustee for collective investment schemes approved under the Act.

### **Experience as Trustee to Unit Trust Funds**

The Trustee has been involved in unit trust industry as trustee since 1990. It acts as trustee to various unit trust funds, real estate investment trusts, wholesale funds, private retirement schemes and exchange-traded funds.

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

The Trustee's functions, duties and responsibilities are set out in the Deed. The general functions, duties and responsibilities of the Trustee include, but are not limited to, the following: -

- (a) Take into custody the investments of the Fund and hold the investments in trust for the Unit Holders;
- (b) Ensure that the Manager, operates and administers the Fund in accordance with the provisions of the Deed, Guidelines and acceptable business practice within the unit trust industry;
- (c) As soon as practicable, notify the Securities Commission of any irregularity or breach of the provisions of the Deed, Guidelines and any other matters which in the Trustee's opinion, may indicate that the interests of Unitholders are not served;
- (d) Exercise reasonable diligence in carrying out its functions and duties, actively monitoring the operations and management of the Fund by the Manager to safeguard the interests of Unit Holders;
- (e) Maintain, or cause the Manager to maintain, proper accounting records and other records as are necessary to enable a complete and accurate view of the Fund to be formed and to ensure that the Fund is operated and managed in accordance with the Deed of the Fund, Prospectus, the Guidelines and securities law; and
- (f) Require that the accounts be audited at least annually.

The Trustee has covenanted in the Deed that it will exercise all due diligence and vigilance in carrying out its functions and duties, and in safeguarding the rights and interests of Unit Holders.

### **Material Litigation and Arbitration**

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

### **Trustee's Delegate (Custodian)**

The Trustee has delegated its custodian function to CIMB Islamic Bank Berhad ("CIMB Islamic Bank"). CIMB Islamic Bank's ultimate holding company is CIMB Group Holdings Berhad, a listed company on Bursa Malaysia. CIMB Islamic Bank provides full fledged custodial services, typically clearing, settlement and safekeeping of all types of investment assets and classes, to a cross section of investors and intermediaries client based, both locally and overseas.

For the local RM assets, they are held through its wholly owned nominee subsidiary "CIMB Islamic Nominees (Tempatan) Sdn Bhd". For foreign non-RM assets, CIMB Islamic Bank appoints global custodian as its agent bank to clear, settle and safekeep on its behalf and to its order.

All investments are automatically registered in the name of the custodian to the order of the Trustee. CIMB Islamic Bank acts only in accordance with instructions from the Trustee.

## 12. SALIENT TERMS OF DEED

---

### 12.1 Unit Holder's Rights

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

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

### 12.2 Unit Holder's Liabilities

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

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

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

Charges	% of the NAV of the Fund
Sales charge	6.00%
Redemption charge	Nil

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

Charges	% of the NAV of the Fund
Annual management fee	2.00% per annum
Annual trustee fee	0.06% per annum (before deducting the management fee and trustee fee) excluding foreign custodian fee and charges, with RM12,000 per annum minimum fee

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

- **Sales Charge**

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

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

- **Redemption Charge**

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

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

- **Annual Management Fee**

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

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

- **Annual Trustee Fee**

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

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

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

The maximum sales charge, redemption charge, annual management fee or annual trustee fee set out

in the Deed may not allowed to be increased unless a Unit Holders meeting has been held in accordance with the Deed. A supplemental deed proposing a modification to the Deed to increase such fees and charges is required to be submitted for registration with the SC accompanied by a resolution of not less than two-thirds (2/3) of all Unit Holders at the Unit Holders meeting sanctioning the proposed modification to the Deed.

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

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

- (a) commissions or fees paid to brokers or dealers in effecting dealings in the investments of the Fund, shown on the contract notes or confirmation notes;
- (b) taxes and other duties charged on the Fund by the government and/or other authorities;
- (c) fees and expenses properly incurred by the auditor of the Fund;
- (d) fees for the valuation of any Shariah-compliant investment of the Fund;
- (e) costs, fees and expenses incurred for any modification of the Deed save where such modification is for the benefit of the Manager and/or the Trustee;
- (f) costs, fees and expenses incurred for any meeting of the Unit Holders save where such meeting is convened for the benefit of the Manager and/or the Trustee;
- (g) costs, commissions, fees and expenses of the sale, purchase, *takaful* and any other dealing of any asset of the Fund;
- (h) costs, fees and expenses incurred in engaging any specialist approved by the Trustee for investigating or evaluating any proposed Shariah-compliant investment of the Fund;
- (i) costs, fees and expenses incurred in engaging any adviser for the benefit of the Fund;
- (j) costs, fees and expenses incurred in the preparation and audit of the taxation, returns and accounts of the Fund;
- (k) costs, fees and expenses incurred in the termination of the Fund or the removal or retirement 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 ordered by the court not to be reimbursed by the Fund);
- (m) remuneration and out of pocket expenses of the person(s) or members of a committee undertaking the oversight function of the Fund, unless the Manager decides otherwise;
- (n) costs, fees and expenses deemed by the Manager to have been incurred in connection with any change or the need to comply with any change or introduction of any law, regulation or requirement (whether or not having the force of law) of any governmental or regulatory authority;
- (o) costs and expenses incurred in relation to the distribution of income (if any);
- (p) (where the custodial function is delegated by the Trustee) charges and fees paid to sub-custodians taking into custody any foreign assets of the Fund;

- (q) fees, charges, costs and expenses relating to the preparation, printing, posting, registration and lodgement of documents and reports which the Manager and/or the Trustee may be obliged to prepare, print, post, register and/or lodge in relation to the Fund by virtue of any relevant law;
- (r) fees in relation to fund accounting;
- (s) any fees as may be imposed by the SC in relation to the Fund; and
- (t) any tax now or hereafter imposed by law or required to be paid in connection with any costs, fees and expenses incurred under sub-paragraphs (a) to (s) above.

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

- **Removal or Replacement of the Manager**

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

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

- **Retirement of the Manager**

The Manager shall have the power to retire in favour of some other corporation and as necessary under any relevant law upon giving to the Trustee three (3) months notice in writing of its desire so to do, or such other period as the Manager and the Trustee may agree upon, provided such retirement is in accordance with the provisions of the Deed.

- **Removal or Replacement of the Trustee**

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

- (a) the Trustee has ceased to exist;
- (b) the Trustee has not been validly appointed;
- (c) the Trustee was not eligible to be appointed or to act as trustee under any relevant law;
- (d) the Trustee has failed or refused to act as trustee in accordance with the provisions or covenants of the Deed or any relevant law;
- (e) a receiver has been appointed over the whole or a substantial part of the assets or undertaking of the Trustee and has not ceased to act under that appointment;

- (f) a petition has been presented for the winding up of the Trustee (other than for the purpose of and followed by a reconstruction, unless during or following such reconstruction the Trustee becomes or is declared insolvent); or
- (g) the Trustee is under investigation for conduct that contravenes the Trust Companies Act 1949, the Trustee Act 1949, the Companies Act 2016 or any relevant law.

- **Retirement of the Trustee**

The Trustee may retire upon giving three (3) months' notice to the Manager of its desire so to do, or such other period as the Manager and the Trustee shall agree, provided such retirement is in accordance with the provisions of the Deed.

## **12.8 Termination of the Fund**

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

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

The Manager may, at its absolute discretion and without having to obtain the prior approval of the Unit Holders, terminate and wind up the Fund if the termination of the Fund is in the best interest of the Unit Holders and the Manager deems it to be uneconomical for the Manager to continue managing the Fund.

The Manager shall also be entitled to terminate the Fund if the Fund is left with no Unit Holders.

Upon the termination of the Fund, the Trustee shall:

- (a) sell all the assets of the Fund then remaining in its hands and pay out of the Fund any liabilities of the Fund; such sale and payment shall be carried out and completed in such manner and within such period as the Trustee considers to be in the best interests of the Unit Holders; and
- (b) from time to time distribute to the Unit Holders, in proportion to the number of Units held by them respectively:
  - (1) the net cash proceeds available for the purpose of such distribution and derived from the sale of the assets of the Fund less any payments for liabilities of the Fund; and
  - (2) any available cash produce;

provided always that the Trustee shall not be bound, except in the case of final distribution, to distribute any of the moneys for the time being in his hands the amount of which is insufficient for payment to the Unit Holders of RM0.50 or its foreign currency equivalent, if applicable in respect of each Unit and provided also that the Trustee shall be entitled to retain out of any such moneys in his hands full provision for all costs, charges, taxes, expenses, claims and demands incurred, made or anticipated by the Trustee in connection with or arising out of the winding-up of the Fund and, out of the moneys so retained, to be indemnified against any such costs, charges, taxes, expenses, claims and demands; each of such distribution shall be made only against the production of such evidence as the Trustee may require of the title of the Unit Holder relating to the Units in respect of which the distribution is made.

In the event of the Fund being terminated:

- (a) the Trustee shall be at liberty to call upon the Manager to grant the Trustee, and the Manager shall so grant, a full and complete release from the Deed;

- (b) the Manager and the Trustee shall notify the relevant authorities in such manner as may be prescribed by any relevant law; and
- (c) the Manager or the Trustee shall notify the Unit Holders in such manner as may be prescribed by any relevant law.

## **12.9 Meeting of Unit Holders**

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

- (a) The quorum required for a meeting of Unit Holders of the Fund shall be five (5) Unit Holders, whether present in person or by proxy; however, if the Fund has five (5) or less Unit Holders, the quorum required for a meeting of Unit Holders of the Fund shall be two (2) Unit Holders, whether present in person or by proxy.
- (b) If the meeting has been convened for the purpose of voting on a Special Resolution, the Unit Holders present in person or by proxy must hold in aggregate at least twenty five per centum (25%) of the Units in circulation of the Fund at the time of the meeting.
- (c) If the Fund as the case may be, has only one (1) remaining Unit Holder, such Unit Holder, whether present in person or by proxy, shall constitute the quorum required for the meeting of the Unit Holders of the Fund.

- **Meeting convened by the Unit Holders**

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

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

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

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

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

- **Meeting convened by the Manager**

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

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

- **Meeting convened by the Trustee**

Where:

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

the Trustee shall summon a Unit Holders' meeting by:

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

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

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

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

### **13. APPROVAL AND CONDITION**

---

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

## 14. CONFLICT OF INTEREST/RELATED PARTY TRANSACTIONS

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

Name of party	Name of related party and nature of relationship	Existing / potential related party transaction
The Manager	Bank Islam Malaysia Berhad. The Manager is a wholly owned subsidiary of Bank Islam.	Distributor: Bank Islam Malaysia Berhad is one of the Manager's authorised distributors.
The Fund	Bank Islam Malaysia Berhad. The Manager is a wholly owned subsidiary of Bank Islam.	Distributor: Bank Islam Malaysia Berhad is one of the Manager's authorised distributors.
The Fund	BIMB Securities Sdn Bhd [199401004484 (290163-X)] BIMB Securities Sdn Bhd is a wholly owned subsidiary of Bank Islam.	Broker: BIMB Securities Sdn Bhd is one of the approved brokers of the Manager's panel of brokers.  Shariah Adviser: BIMB Securities Sdn Bhd has been appointed as the Shariah adviser of the Fund.

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

BIMB Investment has in place policies and procedures to regulate its employees' securities dealings. Periodic declaration of securities trading to the compliance officer of the Manager is required of all employees to ensure that there is no potential conflict of interest between the employees' securities trading and the execution of the employees' duties to the Manager and the customers of the Manager.

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

### The Trustee

CIMB Islamic Trustee Berhad is the trustee of the Fund. Where applicable there may be proposed related party transactions and/or conflict of interest involving or in connection with the Fund in the following events: -

- (a) Where the Fund invests in instrument(s) offered by CIMB Group;
- (b) Where the Fund is being distribute by CIMB Group as IUTA; and
- (c) Where the assets of the Fund are being custodised by CIMB Group as sub-custodian of this Fund (i.e. Trustee's delegate).

The Trustee has in place policies and procedures to deal with any conflict of interest situation. The Trustee will not make improper use of its position as the legal registered owner of the Fund's assets to gain, directly or indirectly, advantage or cause detriment to the interest of the Unit holders.

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

## 15. TAX ADVISER'S LETTER

---



KPMG Tax Services Sdn. Bhd.  
(Co. No. 96860-M)  
Level 10, KPMG Tower  
8, First Avenue, Bandar Utama  
47800 Petaling Jaya  
Selangor Darul Ehsan, Malaysia

Telephone +60 (3) 7721 3388  
Fax +60 (3) 7721 7288  
Website www.kpmg.com.my

**Private and Confidential**  
The Board of Directors  
BIMB Investment Management Berhad  
Level 19, Menara Bank Islam  
No. 22 Jalan Perak  
50450 Kuala Lumpur

Our Ref NBG/ALC/CYEY/  
HUS

Contact Ext. 7364 / 3481

30 March 2026

Dear Sirs

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

This letter has been prepared for inclusion in the Prospectus in respect of BIMB Opportunities Fund ("the Fund").

### **Taxation of the Fund**

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

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

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

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

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

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

KPMG Tax Services Sdn. Bhd., a company incorporated under Malaysian law and a member firm of the KPMG global organization of independent member firms affiliated with KPMG International Limited, a private English company limited by guarantee.

1



Nevertheless, pursuant to Income Tax (Unit Trust in Relation to Income Received in Malaysia from Outside Malaysia) (Exemption) Order 2024, the Minister of Finance exempts a qualifying unit trust<sup>1</sup> from the payment of income tax in respect of the gross income on all sources of foreign income under Section 4 of the Act which is received in Malaysia in the basis period for a YA, subject to meeting the prescribed conditions. The exemption is granted for foreign source income received in Malaysia from 1 January 2024 to 31 December 2026.

The above tax exemption is subject to the compliance with the conditions imposed by the Minister of Finance in the relevant basis period as specified in the guidelines to be issued by the Director General of Inland Revenue, which shall include the following conditions:-

- a. The foreign sourced income of the qualifying unit trust has been subjected to tax of a similar character to income tax under the law in its originating country. Additionally, the highest tax rate in that country is at least 15%; or
- b. The Fund management company<sup>1</sup> of the qualifying unit trust shall employ an adequate number of employees in Malaysia and incur an adequate amount of operating expenditure in Malaysia.

Gains from the realisation of investments by the Fund prior to 1 January 2024 shall not be treated as an income of the Fund and is exempted from income tax pursuant to Section 61(1)(b) of the Act. However, such gains may be subject to tax in the country from which it is derived.

Based on the Finance (No. 2) Act 2023 and Income Tax (Amendment) Act 2024, gains or profits from the realisation of investments will be treated as an income of the Fund under the newly introduced Section 4(aa) of the Act as gains or profit from the disposal of capital asset and subject to tax in Malaysia (i.e. Capital Gains Tax ["CGT"]), effective from 1 January 2024. CGT will be imposed on the Fund on gains arising from the disposal of the following capital assets:-

- (a) shares in companies incorporated in Malaysia not listed on the stock exchange (including any rights or interest thereof) ("Malaysian shares")<sup>2</sup>;
- (b) shares of a controlled company incorporated outside Malaysia which owns real property situated in Malaysia or shares of another controlled company, subject to meeting the 75% threshold conditions ("Section 15C shares")<sup>2</sup>; and
- (c) moveable or immovable properties situated outside Malaysia ("foreign capital assets") that occurs on or after 1 January 2024, when the gains are received in Malaysia<sup>3</sup>.

<sup>1</sup> "Qualifying unit trust" refers to a unit trust resident in Malaysia managed by a management company (as defined below) and has foreign sourced income received in Malaysia but excludes a unit trust which is approved by the Securities Commission as Real Estate Investment Trust ("REIT") or Property Trust Fund ("PTF") listed on Bursa Malaysia.

"Management company" means a company licensed by the Securities Commission by which or on whose behalf a unit of a qualifying unit trust either has been or is proposed to be issued, or offered for subscription or purchase; or in respect of which an invitation to subscribe or purchase has been made, and includes any person for the time being exercising the functions of the management company ("Licensed Management Company").

<sup>2</sup> The Income Tax (Unit Trust) (Exemption) Order 2024 has been gazetted to provide a CGT exemption on gains or profits to a qualifying unit trust from the disposal of unlisted shares of a company incorporated in Malaysia and disposal of Section 15C shares made from 1 January 2024 to 31 December 2028. However, the exemptions does not apply to gains or profits from the disposal of shares chargeable to tax as a business income under Section 4(a) of the Act.

<sup>3</sup> The gains from the realisation of the foreign capital assets when remitted into Malaysia, would be exempted from CGT if the qualifying unit trust complies with the conditions imposed under the Income Tax (Unit Trust in Relation to Income Received in Malaysia from Outside Malaysia) (Exemption) Order 2024.



Pursuant to Section 2 of the Act, "share" is defined in relation to a company, includes stock other than debenture stock.

Finance Act 2025 redefines the term "disposal" as follows:-

- a) To sell, convey, transfer, assign, settle or alienate whether by an agreement or any written law;
- b) An extinguishment of any rights due to the dissolution or winding up of a company; or
- c) A reduction of share capital, conversion of shares, redemption of shares, purchase by a company of its own shares or cessation of ownership of the capital asset.

Where the CGT exemption does not apply to the Fund, the following CGT tax rate may be applied for any disposal of Malaysian shares and Section 15C shares that are acquired prior to 1 January 2024:-

- 10% on the chargeable income from the disposal of the investments; or
- 2% of gross on the disposal price of the investments.

Whilst CGT tax rate of 10% will apply on the chargeable income from the disposal of Malaysian shares and Section 15C shares that are acquired on or after 1 January 2024.

Gains from disposal of foreign investments received in Malaysia will be subject to CGT based on the prevailing income tax rate of the Fund (i.e., 24%) where the CGT exemption does not apply. The relevant DTAs need to be studied to ascertain whether any relief or exemption is available over such gains.

However, gains from the realisation of investments by the Fund which relate to real property as defined in the Real Property Gains Tax ("RPGT") Act, 1976 will not be subject to CGT under the Act and will remain to be subjected to RPGT.

Notwithstanding the above, gains or profits earned by the Fund from the following are exempt from tax:-

- any savings certificates issued by the Government; or
- securities or bonds issued or guaranteed by the Government; or
- debentures or sukuk, other than convertible loan stock, approved or authorized by, or lodged with, the Securities Commission; or
- Bon Simpanan Malaysia issued by the Central Bank of Malaysia; or
- a bank or financial institution licensed under the Financial Services Act 2013 or Islamic Financial Services Act 2013<sup>4</sup>; or
- any development financial institution regulated under the Development Financial Institutions Act 2002<sup>4</sup>; or
- sukuk originating from Malaysia, other than convertible loan stocks, issued in any currency other than Ringgit and approved or authorized by, or lodged with, the Securities Commission, or approved by the Labuan Financial Services Authority<sup>5</sup>.

<sup>4</sup> Effective from 1 January 2019, the exemption shall not apply to the interest paid or credited to a unit trust that is a wholesale fund which is a money market fund.

<sup>5</sup> Effective from YA 2017, income tax exemption shall not apply to interest paid or credited to a company in the same group, licensed banks and prescribed development financial institutions. Based on the Finance Act 2021, income tax exemption shall also not apply to interest paid or credited by a special purpose vehicle to a company pursuant to the issuance of asset-backed securities lodged with the Securities Commission or approved by the Labuan Financial Services Authority from 1 January 2022 where the company and the person who established the special purpose vehicle solely for the issuance of the asset-backed securities are in the same group.



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

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

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

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

#### **RPGT**

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

Based on the Finance (No. 2) Act 2023, gains from the disposal of shares in real property companies (as defined) by the Fund would no longer be subject to RPGT, with effect from 1 January 2024. The gains would be subject to CGT under the Act unless CGT exemption is available. Gains from the realisation of investments which relate to real property as defined in the RPGT Act, 1976 will remain to be subjected to RPGT.

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

Under the Sales Tax Act 2018 and its subsidiary legislation, the sales tax rate for taxable goods is 5% or 10% and specific rates as specified in the Sales Tax (Rate of Tax) Order 2025 and its amendment Orders. Non-taxable goods are exempted from sales tax. Under the Service Tax Act 2018 and its subsidiary legislation, the service tax rate for taxable service is at 8% except for the following taxable services which are subject to 6%:

- food and beverage;
- telecommunication services;
- parking services;
- logistics services;
- rental or leasing services<sup>6</sup>;
- construction works services;
- private healthcare, traditional and complementary medicine and allied health services; and
- education services.

Credit card and charge card are subject to Service Tax at RM25.

<sup>6</sup> Rental and leasing services were initially subject to service tax at 8% but effective 1 January 2026, the Royal Malaysian Customs Department has given a 2% service tax exemption on rental and leasing services, where the service tax rate for rental and leasing services is effectively 6%.



The issue, holding or redemption of any unit under a trust fund does not fall within the list of taxable services under the First Schedule of the Service Tax Regulations 2018 and its amendment Regulations, and hence, is not subject to service tax. The investment activities of the Fund such as buying and selling of securities and deposits in financial institutions are also not subject to service tax. As such, if the Fund is only deriving income from such activities, the Fund is not liable to be registered for service tax. However, in the event the Fund earns any other income which involves the provision of services, the services would need to be assessed to determine if it falls under taxable services.

Separately, certain expenses incurred by the Fund such as legal fees and consultancy fees may be subject to service tax at 8%. In addition, fees, commissions, or similar payments charged for the provision of financial services by any person including those who are regulated by the Central Bank of Malaysia, the Securities Commission Malaysia or the Labuan Financial Services Authority (and this includes management services provided by any person who is licensed or registered with the Securities Commission Malaysia for carrying out the regulated activity of fund management under the Capital Markets and Services Act 2007), are also subject to service tax at 8%. The effective date for the imposition of service tax on such financial services is implemented under two phases<sup>7</sup>. The service tax incurred by the Fund is a cost to the Fund and is not recoverable.

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

#### Taxation of Unit Holders

##### Income Tax

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

Based on the Finance (No.2) Act 2023, CGT will apply to a company, limited liability partnership, trust body (including unit trust) and co-operative society excluding an individual. The income distributed to unit holders out of the gains arising from the realisation of investments subjected to CGT will continue to be not taxable in the hands of unit holders and unit holders may not claim a tax credit on any CGT paid by the Fund, effective 1 January 2024.

Corporate unit holders, resident or non-resident in Malaysia, would be taxed at the current corporate tax rate of 24% on distributions of income from the Fund to the extent of an amount equivalent to their share of the total taxable income of the Fund. Based on the Finance Act 2023, effective from YA 2023, corporate unit holders in Malaysia with paid-up capital in the form of ordinary shares of RM2.5 million and below will be subject to concessionary tax rates as follows:

Chargeable Income	Tax Rate
up to RM150,000	15%
RM150,001 up to RM600,000	17%
in excess of RM600,000	24%

<sup>7</sup> The Service Tax Policy 1/2025 and its amendments as well as the Guide on Financial Services (as at 24 October 2025) provides that effective 1 July 2025, only the financial services set out in Appendix A of the documents are subject to Service Tax at 8%. The list of financial services listed in Appendix A refers to conventional and Islamic banking services covering treasury services and corporate banking advisory services or similar services, investment banking services covering debt markets, equity markets and similar products, Bursa Malaysia services as well as any services which were subject to service tax before 1 July 2025. From 1 October 2025 onwards, the provision of all financial services that are charged for fees, commissions or similar payments are subject to Service Tax at 8%, unless they are specifically exempted or excluded.



The above concessionary income tax rate is given only to corporate unit holders having gross business income for the relevant YA of not more than RM50 million, in addition to the share capital requirement. However, the above concessionary income tax rate would not apply if more than 50% of the paid up capital in respect of ordinary shares of that corporate unit holder is directly or indirectly owned by a related company which has a paid up capital exceeding RM2.5 million in respect of ordinary shares, or vice versa; or more than 50% of the paid up capital in respect of ordinary shares of both companies are directly or indirectly owned by another company.

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

Individuals and other non-corporate unit holders who are resident in Malaysia will be subject to income tax at scale rates. The scale tax rates range from 0% to 30% with effect from YA 2020.

Individuals and other non-corporate unit holders who are not resident in Malaysia, for tax purposes, are subject to Malaysian income tax at the rate of 30% with effect from YA 2020. Non-resident unit holders may also be subject to tax in their respective jurisdictions and depending on the provisions of the relevant tax legislation and any double tax treaties with Malaysia, the Malaysian tax suffered may be creditable in the foreign tax jurisdiction.

The distribution of tax exempt income by the Fund will not be subject to tax in the hands of the unit holders in Malaysia. Units split by the Fund will also be exempt from tax in Malaysia in the hands of the unit holders.

However, based on the Finance Act 2021, the income distributed to a unit holder other than an individual, out of the interest income exempt from tax of a unit trust that is a retail money market fund which is paid or credited by a bank or financial institution licensed under the Financial Services Act 2013 or Islamic Financial Services Act 2013, or any development financial institution regulated under the Development Financial Institutions Act 2002, will be subjected to tax. This is effective from 1 January 2022. Further, a new withholding tax mechanism is applicable on the above distribution. The income distributed to the unit holder other than an individual will be subject to withholding tax at the rate of 24% and the tax deducted can be utilised to set off against the tax payable by a tax resident unit holder. Withholding tax deducted on the income distributed to a non-individual unit holder who is not a tax resident in Malaysia will be regarded as a final tax. This is effective from 1 January 2022.

Any gains realised by the unit holders (other than financial institutions, insurance companies and those dealing in securities) from the transfer or redemption of the units are generally treated as capital gains. However, certain unit holders may be subject to income tax in Malaysia on such gains, due to specific circumstances of the unit holders.

#### **Service Tax**

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

However, certain expenses incurred by the unit holders such as legal fees and consultancy fees may be subject to service tax at 8%. In addition, fees, commissions, or similar payments charged for the provision of financial services by any person including those who are regulated by the Central Bank of Malaysia, the Securities Commission Malaysia or the Labuan Financial Services Authority (and this includes management services provided by any person who is licensed or registered with the Securities Commission Malaysia for carrying out the regulated activity of fund management under the Capital Markets and Services Act 2007), are also subject to service tax at 8%. The effective date for the imposition of service tax on such financial services is implemented under two phases<sup>7</sup>.



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

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

Yours faithfully

A handwritten signature in black ink, appearing to read 'Neoh Beng Guan', with a long, sweeping horizontal stroke extending to the right.

Neoh Beng Guan  
*Executive Director*

KPMG Tax Services Sdn Bhd

## 16. ADDITIONAL INFORMATION

---

### 16.1 The Deed

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

Details	Date
i. Deed	30 March 2026

### 16.2 Consent

The Trustee, the Shariah Adviser and the tax adviser of the Fund have given their written consent to act in their respective capacity. They have also given their consent for the inclusion of their names and/or statements and/or reports in this Prospectus in the form and context in which they appear and have not subsequently withdrawn their consent to the inclusion of their names and/or statements and/or reports in the form and context in which it appears in this Prospectus.

## **17. DOCUMENTS AVAILABLE FOR INSPECTION**

---

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

- a. the Deed and supplemental deeds, if any;
- b. this Prospectus and supplemental or replacement prospectus, if any;
- c. the latest annual and semi-annual reports of the Fund;
- d. each material contract disclosed in this Prospectus (if any) and, in the case of contracts not reduced into writing, a memorandum which gives full particulars of the contract;
- e. the audited financial statements of the Manager and the Fund for the current financial year (where applicable) and for the last three financial years or if less than three (3) years, from the date of incorporation or commencement;
- f. all reports, letters or other documents, valuations and statements by any expert, any part of which is extracted or referred to in this Prospectus. Where a summary expert's report is included in this Prospectus, the corresponding full expert's report shall be made available for inspection;
- g. writ and relevant cause papers for all material litigation and arbitration disclosed in this Prospectus; and
- h. all consents given by experts disclosed in this Prospectus.

## 18. DIRECTORY OF SALES OFFICES

---

- Please refer to BIMB Investment's website at <https://bimbinvestment.com.my> for the list of licensed consultants.
- Please refer to Bank Islam's website at [www.bankislam.com.my](http://www.bankislam.com.my) for the list of its branches nationwide.

END OF PAGES