# EASTSPRING INVESTMENTS ISLAMIC E-DUIT FUND

# **Prospectus**

This Prospectus is dated 18 November 2025.

The date of constitution of the Eastspring Investments Islamic E-Duit Fund is 18 November 2025\*.

\*The constitution date of this Fund is also the launch date of this Fund.

# **MANAGER**

EASTSPRING INVESTMENTS BERHAD 200001028634 (531241–U)

## TRUSTEE

DEUTSCHE TRUSTEES MALAYSIA BERHAD 200701005591 (763590-H)

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 6.

#### RESPONSIBILITY STATEMENT

This prospectus has been reviewed and approved by the directors of Eastspring Investments 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 said Fund or assumes responsibility for the correctness of any statement made, opinion expressed or report contained in this prospectus.

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

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

## **ADDITIONAL STATEMENTS**

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

Eastspring Investments Islamic E-Duit Fund has been certified as Shariah-compliant by the Shariah adviser appointed for the Fund.

Eastspring Investments Islamic E-Duit Fund will not be offered for sale in the United States of America, its territories or possessions and all areas subject to its jurisdiction, or to any U.S. Person(s) or U.S Indicia. Accordingly, investors may be required to certify that they are not U.S. Person(s) or U.S. Indicia before making an investment in Eastspring Investments Islamic E-Duit Fund.

# **TABLE OF CONTENTS**

1.	DEFINITIONS	1
2.	CORPORATE DIRECTORY	3
3.	FUND INFORMATION	4
4.	FEES, CHARGES AND EXPENSES	11
5.	TRANSACTION INFORMATION	14
6.	THE MANAGEMENT AND THE ADMINISTRATION OF THE FUND	18
7.	THE SHARIAH ADVISER	20
8.	THE TRUSTEE	22
9.	SALIENT TERMS OF THE DEED	23
10.	APPROVALS AND CONDITIONS	28
11.	RELATED PARTY TRANSACTIONS AND CONFLICT OF INTEREST	29
12.	TAXATION ADVISER'S LETTER ON TAXATION OF THE FUND AND UNIT HOLDERS	30
13.	ADDITIONAL INFORMATION	34
14.	DOCUMENTS AVAILABLE FOR INSPECTION	35
15.	COMPLIANCE WITH LAWS IN VARIOUS JURISDICTIONS	36
16.	DIRECTORY OF SALES OFFICE	38

# 1. DEFINITIONS

In this prospectus, the following abbreviations or words shall have the following meanings unless expressly stated:

"Act" means the Capital Markets and Services Act 2007 as may be amended from time to time;

"baitulmal" means the treasury of a State Islamic Religious Council;

"BNM" means Bank Negara Malaysia;

"Bursa Malaysia" means the stock exchange managed and operated by Bursa Malaysia Securities Berhad and includes any changes to the name or the operator of the Malaysian stock exchange;

"Business Day" means a day on which Bursa Malaysia is open for trading;

"Dealing Day" means a day where Unit Holders may transact, which includes Mondays to Sundays and Malaysia public holidays;

"Deed" means the deed dated 22 April 2022 entered into between the Manager and the Trustee in respect of the Fund as may be modified by a supplemental deed from time to time;

"deposits" means moneys placed with financial institutions in fixed deposits or current account;

"e-Wallet" means any electronic wallet that allows an individual to make electronic transaction;

"e-Wallet Platform" means an electronic platform within an application integrated with e-Wallet which arranges or facilitates the sale or purchase of a capital market product offered by a Capital Markets Services Licence holder to investors;

"e-Wallet Provider" refers to e-money issuer approved by Bank Negara Malaysia;

"FIMM" means Federation of Investment Managers Malaysia;

#### "financial institution" means:

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

"Fund or Eastspring Islamic E-Duit" means Eastspring Investments Islamic E-Duit Fund;

"Guidelines" means the Guidelines on Unit Trust Funds issued by the SC as may be amended from time to time;

"Manager" means Eastspring Investments Berhad;

"Net Asset Value or NAV" means the value of all the Fund's assets less the value of all the Fund's liabilities, at the Valuation Point;

"NAV per Unit" means the NAV of the Fund at a particular Valuation Point divided by the number of Units in circulation at the same Valuation Point;

"RAM" means Rating Services Berhad;

"RM" means Ringgit Malaysia, the lawful currency of Malaysia;

"SAC" means the Shariah Advisory Council;

 $\hbox{\bf ``SC''} \ means \ the \ Securities \ Commission \ Malaysia;$ 

"Shariah" means Islamic law comprising the whole body of rulings pertaining to human conducts derived from sources of the Shariah namely the *Qur'an* (the holy book of Islam) and *Sunnah* (practices and explanations rendered by the Prophet Muhammad (*pbuh*)) and other sources of Shariah such as *ljtihad* (exertion of individual efforts to determine the true ruling of the divine law on matters whose revelations are not explicit) of Shariah scholars;

"Shariah Adviser" means BIMB Securities Sdn Bhd;

"Shariah requirements" means the rulings, guidelines and resolutions made by the SAC of the SC or the advice given by the Shariah Adviser:

"Shariah Supervisory Boards" means independent supervisory or advisory bodies of specialised jurists in Fiqh al-mua'malat (Islamic commercial jurisprudence);

"short-term sukuk" or "short-term Islamic money market instrument" is a sukuk or an Islamic money market instrument that meets the following criteria:

- (a) It must meet either one of the following requirements:
  - (i) It has a legal maturity at issuance of 397 calendar days or less;
  - (ii) It has a remaining term of maturity of not more than 397 calendar days; or
  - (iii) Where a sukuk or an Islamic money market instrument is issued by, or the issue is guaranteed by, either a government, government agency, central bank or supranational, the remaining maturity period must not be more than two (2) years;
- (b) It must be traded or dealt in under the rules of an eligible market; and
- (c) It must not contain an embedded derivative;

"sukuk" means certificates of equal value which evidence undivided ownership or investment in the assets using Shariah principles and concepts endorsed by the SAC of the SC:

"Trustee" means Deutsche Trustees Malaysia Berhad;

"Unit(s)" means an undivided share in the beneficial interest and/or right in the Fund and a measurement of the interest and/or right of a Unit Holder in the Fund;

"Unit Holder(s)" or "you" means the person for the time being who is registered pursuant to the Deed as a holder of Units, including a jointholder;

## "U.S Indicia" means:

- (a) a U.S. citizenship or is a U.S. tax resident;
- (b) a person with U.S. place of birth;
- (c) a person with U.S. mailing or permanent address; or
- (d) a person with U.S. telephone number;

#### "U.S. (United States) Person(s)" means:

- (a) a U.S. citizen (including those who hold dual citizenship or a greencard holder);
- (b) a U.S. resident alien for tax purposes;
- (c) a U.S. partnership;
- (d) a U.S. corporation;
- (e) any estate other than a non-U.S. estate;
- (f) any trust if:
  - i) a court within the U.S. is able to exercise primary supervision over the administration of the trust; and
  - ii) one or more U.S. Persons have the authority to control all substantial decisions of the trust;
- (g) any other person that is not a non-U.S. person; or
- (h) any other definition as may be prescribed under any relevant laws including but not limited to the Regulation S under the U.S. Securities Act of 1933 and the Foreign Account Tax Compliance Act, as may be amended from time to time.

Without prejudice to the foregoing, the definition of U.S. Person herein shall include the definition of "United States person" or such similar term applied in the prevailing executive order, which is a signed, written and published directive from the President of the United States of America;

"UTC" means Unit Trust Scheme Consultant, an individual registered with the FIMM and is authorised to market and distribute unit trust schemes; and

"Valuation Point" means the daily valuation of the Fund at 9.00pm.

# 2. CORPORATE DIRECTORY

MANAGER

NAME **EASTSPRING INVESTMENTS BERHAD** 

REGISTRATION NO. 200001028634 (531241-U) REGISTERED OFFICE Level 25, Menara Hong Leong

> No. 6, Jalan Damanlela **Bukit Damansara** 50490 Kuala Lumpur

TELEPHONE NO. 603-2694 9999

**BUSINESS OFFICE** Level 22, Menara Prudential

Persiaran TRX Barat

55188 Tun Razak Exchange

Kuala Lumpur

TELEPHONE NO. 603-2778 3888 FAX NO. 603-2789 7220

**EMAIL** cs.my@eastspring.com WEBSITE www.eastspring.com/my

TRUSTEE

NAME **DEUTSCHE TRUSTEES MALAYSIA BERHAD** 

REGISTRATION NO. 200701005591 (763590-H) **REGISTERED OFFICE & BUSINESS** Level 20, Menara IMC No. 8, Jalan Sultan Ismail **OFFICE** 

50250 Kuala Lumpur

TELEPHONE NO. 603-2053 7522 FAX NO. 603-2053 7526 **EMAIL** dtmb.rtm@db.com

**SHARIAH ADVISER** 

**BIMB SECURITIES SDN BHD** NAME 199401004484 (290163-X) REGISTRATION NO. **REGISTERED OFFICE** 32<sup>nd</sup> Floor, Menara Bank Islam

> No. 22 Jalan Perak 50450 Kuala Lumpur

**BUSINESS OFFICE** Level 32, Menara Multi Purpose

Capital Square

No.8, Jalan Munshi Abdullah 50100 Kuala Lumpur

603-2613 1600

TELEPHONE NO. FAX NO. 603-2613 1799

**EMAIL** shariah@bimbsec.com.my WEBSITE www.bimbsec.com.my

# 3. FUND INFORMATION

#### **Fund Name**

Eastspring Investments Islamic E-Duit Fund

#### **Base Currency**

Ringgit Malaysia

#### Fund Category / Type

Money Market (Islamic) / Income

#### Class of Units

Class R

The Fund may create new classes of Units without having to seek Unit Holders' prior approval. You will be notified of the issuance of the new classes of Units prior to its launch by way of notification and the prospective investors will be notified of the same by way of a supplementary prospectus or replacement prospectus,

#### Initial Offer Period

One (1) day which is on the launch date of the Fund.

#### Initial Offer Price

RM1.0000

#### **Fund Objective**

The Fund aims to provide investors with liquidity and income.

#### ANY MATERIAL CHANGE TO THE FUND'S OBJECTIVE WOULD REQUIRE UNIT HOLDERS' APPROVAL.

#### **Investment Strategy**

The Fund seeks to achieve its objective by investing in a portfolio of short-term Islamic deposits and / or short-term Islamic money market instruments. The Fund shall place in short-term Islamic deposits or invest in short-term Islamic money market instruments issued by financial institutions. The credit ratings of the short-term Islamic money market instruments or the issuing financial institutions will be of a minimum credit rating AA3 by RAM or its equivalent rating by any other domestic rating agencies. In the event that the credit ratings of the financial institutions are not available, we will use the credit rating of the parent company of the financial institutions, which should also be of a minimum long-term credit rating of AA3 by RAM or its equivalent rating by any other domestic rating agencies.

Should the credit rating of the short-term Islamic money market instruments or the issuing financial institutions or its parent company be downgraded by the rating agencies to below the minimum credit rating, the Manager shall cease to place new monies in short-term Islamic deposits or invest in short-term Islamic money market instruments with the financial institutions concerned.

The Fund may also invest into short-term sukuk, where the credit ratings of the short-term sukuk will be of a minimum credit rating of A or P2 by RAM or its equivalent rating by any other domestic rating agencies at the point of purchase.

Short-term Islamic money market instruments or short-term sukuk issued or guaranteed by the Malaysian government or BNM need not be rated.

The fund manager will invest in sukuk or make placements in Islamic money market instruments and Islamic deposits of different maturity periods to ensure that the Fund is able to meet the liquidity requirements and at the same time provide income distribution to Unit Holders.

INVESTMENT IN THE FUND IS NOT THE SAME AS PLACEMENT IN AN ISLAMIC DEPOSIT WITH A FINANCIAL INSTITUTION. THERE ARE RISKS INVOLVED AND INVESTORS SHOULD RELY ON THEIR OWN EVALUATION TO ASSESS THE MERITS AND RISKS WHEN INVESTING IN THE FUND.

#### **Asset Allocation**

Asset Class	% of the Fund's NAV
Short-term sukuk, short-term Islamic money market instruments and/or short-term Islamic deposits	Minimum of 90%
Sukuk, where it carries a minimum credit rating of A or P2 by RAM or its equivalent rating, which have a remaining maturity period of more than 397 days but fewer than 732 days	Maximum of 10%

#### **Performance Benchmark**

Maybank Islamic overnight deposit rate

Source: www.maybank2u.com.my

Note: The risk profile of the Fund is not the same as the risk profile of the performance benchmark.

#### **Income Distribution Policy**

Class R	We have the discretion to make income distribution on a daily basis, taking into consideration the level of realised income and/or realised gains, as well as the performance of the Fund.
	If the income available is too small or insignificant, any distribution may not be of benefit to the Unit Holders as the total cost to be incurred in any such distribution may be higher than the amount for distribution. We have the discretion to decide on the amount to be distributed to the Unit Holders.

#### **RISK MANAGEMENT STRATEGIES**

The risk management strategies employed by the Manager includes the following:

- · monitoring market and economic conditions;
- monitoring adherence to the Fund's objective and investment restrictions and limits;
- · monitoring the performance of the Fund;
- escalating and reporting investment matters to the committee undertaking the oversight function of the Fund, senior management team, risk management committee and board of directors; and
- practising prudent liquidity management to ensure that the Fund maintains reasonable level of liquidity to meet redemption request.
   We have established liquidity risk management policies to enable us to identify, monitor and manage the liquidity risk of the Fund in order to meet the redemption requests from the Unit Holders with minimal impact to the Fund as well as safeguarding the interests of the remaining Unit Holders. Such policies have taken into account, amongst others, the asset class of the Fund and the redemption policy of the Fund. To manage the liquidity risk, we have put in place the following procedures:
  - > Regular review and monitoring by the designated fund manager on the Fund's investment portfolio including its liquidity profile.
  - Monitoring of the Fund's net flows against repurchase request during normal and adverse market conditions are performed as pre-emptive measures in tracking the Fund's liquidity status. This will ensure that we are prepared and proactively in addressing any liquidity concerns, which would mitigate potential risks in relation to meeting Unit Holders' redemption requests.

To avoid suspension of the Fund, the designated fund manager will review and monitor the liquidity profile of the Fund's investment portfolio in which to invest in shorter tenure of sukuk, Islamic money market instruments and/or Islamic deposits. If such investment portfolio is insufficient to meet redemption requests, we will seek temporary financing, considering which is in the best interests of Unit Holders. If we have exhausted all possible avenues to avoid a suspension of the Fund, we may as a last resort, in consultation with the Trustee and having considered the interests of the Unit Holders, suspend the sale (if application) and repurchase of Units where it is impractical for us to calculate the NAV of the Fund under exceptional circumstances where the market value or fair value of a material portion of the Fund's assets cannot be determined. During the suspension period, the repurchase requests from the Unit Holders will not be accepted and such repurchase requests will be dealt on the next Business Day once the suspension is lifted. That said, the action to suspend repurchase requests from the Unit Holders shall be exercised only as a last resort by the Manager.

#### PERMITTED INVESTMENTS

Unless otherwise prohibited by the relevant authorities or any relevant law(s) and provided always that there are no inconsistencies with the objective of the Fund, the Fund is permitted under the Deed to invest in the following:

- Sukuk
- Islamic money market instruments;
- Islamic deposits with financial institutions; and
- Any other form of Shariah-compliant investments as may be permitted by the relevant authorities from time to time.

#### **INVESTMENT RESTRICTIONS AND LIMITS**

The Fund is subject to the following investment restrictions and limits:

#### **Exposure limits**

- 1. The Fund must invest at least 90% of its NAV in:
  - (a) short-term sukuk and short-term Islamic money market instruments; and
  - (b) placement in short-term Islamic deposits.
- 2. The Fund may only invest up to 10% of the Fund's NAV in sukuk, where the sukuk, is one with a minimum credit rating of A or P2 by RAM or its equivalent rating by any other domestic rating agencies at the point of purchase, and has a remaining maturity period of more than 397 days but fewer than 732 days.

#### **Investment spread limits**

- 1. The value of the Fund's investments in sukuk and short-term Islamic money market instruments issued by a single issuer must not exceed 20% of the Fund's NAV. This single issuer limit may be increased to 30% if the sukuk are rated by any Malaysian or global rating agency to have the highest long-term credit rating.
- The value of the Fund's placement in Islamic deposits with any single financial institution must not exceed 20% of the Fund's NAV. (Refer to Note 1)

The 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 interests 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 interests of Unit Holders.
- 3. The value of the Fund's investments in sukuk and short-term Islamic money market instruments issued by any group of companies must not exceed 30% of the Fund's NAV.
- 4. The aggregate value of the Fund's investments in, or exposure to, a single issuer/financial institution through sukuk, Islamic money market instruments and Islamic deposits must not exceed 25% of the Fund's NAV ("single issuer aggregate limit").

#### **Derivatives**

The Fund will not have any exposure to derivatives.

#### **Investment concentration limits**

- The Fund's investments in Islamic money market instruments must not exceed 20% of the instruments issued by any single issuer.
- 2. The Fund's investments in sukuk must not exceed 20% of the sukuk issued by a single issuer. This limit may be disregarded at the time of acquisition if at that time of acquisition, the gross amount of sukuk in issue cannot be determined.

**Note 1**: We have obtained approval from the SC for a variation on this investment restriction and limit. Please refer to Chapter 10 Approvals and Conditions at page 28 for further details.

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 of any breach of investment limits and restrictions with the steps taken to rectify and prevent such breach from recurring. However, any breach as a result of any appreciation or depreciation in value of the Fund's assets or repurchase of Units or payment made from 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) -month 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.

# Investors' Profile

Investors who:

- seek liquidity and income;
- have low risk tolerance; and
- adopt a short-term investment horizon.

#### Deed

The deed dated 22 April 2022

#### **Financial Year End**

30 September

#### **RISK FACTORS**

#### General Risks of Investing in Unit Trust Fund

#### Market risk

Market risk refers to potential losses that may arise from adverse changes in the market conditions. Market conditions are generally, affected by, amongst others, economic and political stability. If the market which the Islamic unit trust fund invests in suffers a downturn or instability due to adverse economic or political conditions, this may adversely impact the market prices of the investments of an Islamic unit trust fund.

#### Liquidity risk

Liquidity risk refers to two scenarios. The first scenario is where an investment cannot be sold due to unavailability of a buyer for that investment. The second scenario is where the investment is thinly traded. This may cause the Islamic unit trust fund to dispose the investment at an unfavourable price in the market and may adversely affect investor's investment. This risk may be mitigated through stringent security selection process.

#### Inflation risk

This risk refers to the risk that investor's investment in Islamic unit trust fund may not grow or generate income at a rate that keeps pace with inflation, thus reducing investor's purchasing power even though the investment in monetary terms may have increased.

#### Risk of non-compliance

This risk arises from non-compliance with laws, rules and regulations, prescribed practices and the management company's internal policies and procedures, for example, due to oversight by the management company. Such non-compliance may force the management company to sell down the securities of the Islamic unit trust fund at a loss to rectify the non-compliance and in turn affect the value of the investors' investment in the Islamic unit trust fund. To mitigate this risk, the Manager has put in place internal controls to ensure its continuous compliance with laws, rules and regulations, prescribed practices and the Manager's internal policies and procedures.

#### Management company risk

The performance of an Islamic unit trust fund depends on the experience, expertise and knowledge of the management company. Should there be a lack of any of the above qualities by the management company, it may adversely affect the performance of the Islamic unit trust fund.

#### Suspension of repurchase request risk

Having considered the best interests of Unit Holders, the repurchase requests by the Unit Holders may be subject to suspension due to exceptional circumstances, where the market value or fair value of a material portion of the Fund's assets cannot be determined. In such case, 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 than original timeline. Hence, their investments will continue to be subject to the risks inherent to the Fund.

#### Specific Risks when Investing in the Fund

#### Liquidity risk

Given that liquidity is an important aspect of the Fund, there may be a risk that the Fund could not meet the required withdrawal amount due to insufficient liquidity. As such, we have designed the Fund to be largely invested in short-term Islamic deposits that are liquid and low risk. As such, liquidity risk to the Fund and Unit Holders is very low. In addition, the Fund has obtained a variation from the SC on Schedule B Paragraph (6) of the GUTF which will help in managing the liquidity of the Fund during its first two (2) years by managing the Fund differently depending on the size of the Fund to meet liquidity needs taking into account factors such as withdrawal pattern of the Fund. For more information, you may refer to Chapter 10 for information on approvals and conditions.

#### Interest rate risk

Generally, the value of sukuk will move inversely to interest rate movements. Therefore, the value of sukuk may fall when interest rates rise and vice versa. Sukuk of longer duration tend to be more sensitive to interest rate changes.

The above interest rate is a general indicator that will have an impact on the management of the Fund regardless whether it is an Islamic unit trust fund or otherwise. It does not in any way suggest that the Fund will invest in conventional financial instruments. All the investments carried out for the Fund are in accordance with Shariah requirements.

#### Credit or default risk

Credit risk refers to the creditworthiness of the issuers of the short-term sukuk and Islamic money market instruments and their expected ability to make timely payment of profit and/or principal. Any adverse situations faced by the issuer may impact the value as well as liquidity of the short-term sukuk and Islamic money market instruments.

Default risk relates to the inability of the issuer of the short-term sukuk and Islamic money market instruments held by the Fund to make the profit or principal payments when due. In the event the issuer defaults in the profit or principal payments, the value of the Fund will be adversely affected.

#### Concentration risk

The Fund may invest in a mix of instruments including short-term Islamic deposits, short-term Islamic money market instruments and sukuk. When deemed necessary, we may skew the investment to short-term Islamic deposits to ensure liquidity. Additionally, the short-term Islamic deposits may also be concentrated to a few counterparties especially when the fund size is small.

The Fund has obtained a variation from the SC on Schedule B Paragraph (6) of the Guidelines, whereby the value of the Fund's placement in short-term Islamic deposits with any single financial institution may be up to 100% of the Fund's NAV when the Fund's NAV is less than RM2 million and if the Fund's NAV is between RM2 million and RM50 million (both inclusive), the value of the Fund's placement in Islamic deposit with any single financial institution must not exceed 50% of the Fund's NAV.

As compared to a diversified investments across several financial institutions, a concentrated investment in a single financial institution may subject the Fund to a more significant concentration risk, where adverse developments to that single financial institution may result in non-payment or untimely payment of the investment amount as well as the returns on investment which may affect the NAV of the Fund.

In managing concentration risk, we will only place short-term Islamic deposits with financial institutions where the credit ratings of the financial institutions will be of a minimum credit rating of AA3 by RAM or its equivalent rating by any other domestic rating agencies. In the event that the credit ratings of the financial institutions are not available, we will use the credit rating of the parent company of the financial institutions, which should also be of a minimum long-term credit rating of AA3 by RAM or its equivalent rating by any other domestic rating agencies.

#### Cyber security risk

This is the risk arising from cyber-attack on the e-Wallet Platform. Should the e-Wallet Platform be compromised, it may result in unauthorised transactions pertaining to the Fund. Further to that, your investment-related information and personal data may be leaked. All transactions through the e-Wallet Platform may be temporarily suspended due to cyber-attack.

#### **Functionality risk**

This is the risk that the e-Wallet Platform does not operate as intended due to factors including but not limited to connectivity and interface issues. If the e-Wallet Platform does not function as expected, your transaction through the e-Wallet Platform may not be correctly processed and/or completed.

#### Risk associated with discontinuation of e-Wallet Provider

As all the transactions are done through the e-Wallet Platform developed by the e-Wallet Provider, the continuous operation of the e-Wallet Provider is crucial. The discontinuation of services provided by the e-Wallet Provider may be due to but not limited to revocation of the licence. Should such event happen, withdrawal from the Fund may be delayed.

#### Counterparty risk

The Fund will be exposed to credit risk of the counterparties with whom the Fund trades with or make placements of short-term Islamic deposits. In the event that the counterparty is not able to fulfil its obligations especially in the event of bankruptcy, this may lead to a loss to the Fund. Counterparty risk may be mitigated by conducting credit evaluation on the counterparty to ascertain the creditworthiness of the counterparty.

#### Shariah status reclassification risk

This risk refers to the risk of a possibility that the currently held sukuk or Islamic money market instruments or Islamic deposits invested by the Fund may be 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 Shariah non-compliant instruments.

THE ABOVE SHOULD NOT BE CONSIDERED TO BE AN EXHAUSTIVE LIST OF THE RISKS WHICH INVESTORS SHOULD CONSIDER BEFORE INVESTING INTO THE FUND. INVESTORS SHOULD BE AWARE THAT AN INVESTMENT IN THE FUND MAY BE EXPOSED TO OTHER RISKS FROM TIME TO TIME. INVESTORS SHOULD CONSULT A PROFESSIONAL ADVISER FOR A BETTER UNDERSTANDING OF THE RISKS.

#### SHARIAH INVESTMENT GUIDELINES, CLEANSING PROCESS AND ZAKAT FOR THE FUND

#### 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 investor on the basis of contracts which are acceptable in Shariah. The banking facilities and short-term money market instruments used for the Fund have to be Shariah-compliant. Similarly, all other investment instruments including sukuk, money market instruments, etc. must be Shariah-compliant.
- For sukuk, Islamic money market instruments and Islamic deposits, they shall be based on the data readily available on the SC's, BNM's and the financial institutions' websites respectively.
- The decision of the Shariah Adviser shall be final.

#### 2. Cleansing process for the Fund

#### (a) Wrong Investment

#### (i) Investment in Shariah non-compliant instruments (i.e. bonds, money market instruments or deposits)

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 before or after the disposal of the instrument, it has to be channeled to *baitulmal* and/or charitable bodies approved by the Shariah Adviser. The Shariah Adviser advises that this cleansing process (namely, channeling of income from wrongful investment to *baitulmal* and/or charitable bodies approved by the Shariah Adviser) shall be carried out within two (2) calendar months from the said disposal or withdrawal date. If the disposal 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) Sukuk or Islamic money market instruments or Islamic deposits

This refers to the instruments which were earlier classified as Shariah compliant 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 Shariah non-compliant instruments.

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 disposed of within one (1) calendar month of reclassification.

Any income received up to the reclassification effective date and capital gains arising from the disposal of the said Shariah non-compliant instruments made on the reclassification effective date can be kept by the Fund.

However, any income received and excess capital gain derived from the disposal after the reclassification effective date at a price that is higher than the price on the reclassification effective date shall be channeled to *baitulmal* and/or charitable bodies approved by the Shariah Adviser. The Shariah Adviser advises that this cleansing process should be carried out within two (2) calendar months from the above disposal date.

The Shariah Adviser confirms that the investment portfolio of the Fund comprises 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 has been reviewed and determined by the Shariah Adviser.

#### 3. Zakat for the Fund

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

#### BASES OF VALUATION FOR THE FUND

The bases of valuation of the respective asset classes of the Fund are as follows:

#### Unlisted sukuk

Investments in unlisted sukuk denominated in Ringgit Malaysia will be valued on a daily basis using fair value prices quoted by a bond pricing agency registered with the SC. An example of such an agency is the Bond Pricing Agency Malaysia Sdn. Bhd. If the Manager is of the view that the price quoted by the bond pricing agency differs from the market price by more than twenty (20) basis points, the Manager may use the market price provided that the Manager records the basis for not using the bond pricing agency price and obtains the necessary internal approvals for not using the bond pricing agency price. The Manager will keep the audit trail of all the decisions and basis for adopting the market yield.

#### Islamic money market instruments

Islamic money market instruments will be valued each day based on the price quoted by a bond pricing agency registered with the SC.

#### Islamic deposits

Islamic deposits placed with financial institutions will be valued each day by reference to the principal value of such investments and profits accrued thereon, if any, for the relevant period.

#### **VALUATION OF THE FUND**

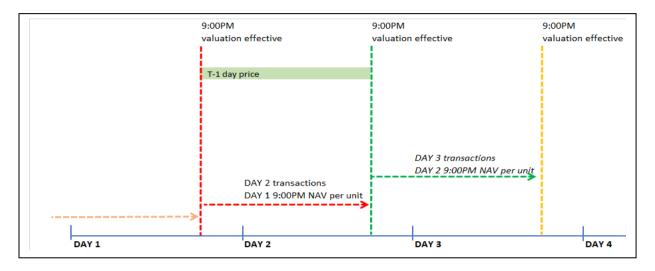
#### **Valuation Point**

We adopt a single pricing method for any transactions (i.e. applications and withdrawals) based on **historical prices**. The daily valuation point will be at 9:00 p.m. ("Valuation Point"). This means that we will process your transactions requests based on the NAV per Unit at the last Valuation Point after we receive the completed transaction requests from you.

The Fund will be valued at least once every day. As the Fund adopts historical pricing, the Fund will have a Mid-day Valuation Point.

WE WILL RE-PRICE THE UNITS IF THE NAV PER UNIT DIFFERS BY MORE THAN 5% FROM THE LAST VALUATION POINT.

#### Illustration on the Valuation Point of the Fund



You may contact the Manager directly or visit the Manager's website, <a href="www.eastspring.com/my">www.eastspring.com/my</a> to obtain the latest NAV per Unit of the Fund.

#### **POLICY ON GEARING**

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

- the Fund's financing is only on a temporary basis and that financing is not persistent;
- the financing period should not exceed a month;
- the aggregate financing of the Fund should not exceed 10% of the Fund's NAV at the time the financing is incurred; and
- the Fund may only obtain financing from financial institutions.

An Islamic unit trust fund must seek Islamic financing for the above requirements.

# 4. FEES, CHARGES AND EXPENSES

The fees, charges and expenses disclosed are exclusive of any taxes or duties that may be imposed by the government or other authorities from time to time.

#### **FEES AND CHARGES**

Below are the fees and charges that you may directly incur when purchasing or redeeming Units of the Fund:

#### Sales Charge

There is no sales charge imposed by the Fund.

#### Repurchase Charge

There is no repurchase charge imposed by the Fund.

#### **Switching Fee**

No switching facility for this Fund.

#### **Transfer Fee**

No transfer facility for this Fund.

#### **FEES AND EXPENSES**

Below are the fees and expenses that you may indirectly incur when you invest in the Fund:

#### **Annual Management Fee**

The Manager is entitled to an annual management fee of up to 0.40% of the Fund's NAV per annum calculated and accrued daily.

#### **Annual Trustee Fee**

The Trustee is entitled to a trustee fee of up to 0.03% of the Fund's NAV per annum subject to a minimum fee of RM18,000 per annum calculated and accrued daily.

#### OTHER EXPENSES RELATED TO THE FUND

Only expenses that are directly related and necessary for the operation and administration of the Fund and permitted by the Deed may be charged to the Fund. The list of expenses related to the Fund is set out below:

- commissions or fees paid to brokers or dealers;
- auditors' fee;
- tax adviser's fee;
- · Shariah adviser's fee;
- valuation fee\*;
- taxes
- custodial charges (i.e. foreign sub-custodial charges only);
- · cost of printing the annual and semi-annual reports;
- remuneration and out of pocket expenses of the person(s) or members of a committee undertaking the oversight function of the Fund;
- · fees in relation to fund accounting;
- any tax now or hereafter imposed by law or required to be paid in connection with any costs, fees and expenses incurred by the Fund: and
- any other expenses allowed under the Deed.

#### Note:

\*These are fees for the valuation of any investment of the Fund.

#### **OTHER FEES AND CHARGES**

#### **Other Charges**

In executing transactions upon a Unit Holder's request, certain charges may be incurred. A Unit Holder shall bear these transaction charges, for instance bank charges, telegraphic or online transfer charges and courier charges. The Manager reserves the right to vary such conditions from time to time, which shall be communicated to the Unit Holder in writing.

#### **REBATES AND SOFT COMMISSIONS**

Neither the Trustee, the Trustee's delegate nor the Manager is entitled to any rebates or to share in any commission from any broker or dealer in consideration for directing dealings in the investments of the Fund. Accordingly, any rebates and shared commissions will be directed to the account of the Fund.

Notwithstanding the aforesaid, the Manager may receive goods and services by way of soft commissions provided always that:

- the soft commissions bring direct benefit or advantage to the management of the Fund and may include research and advisory related services:
- any dealing with the broker or dealer is executed on terms which are most favourable for the Fund; and
- 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 will not enter into unnecessary trades in order to achieve a sufficient volume of transactions to qualify for soft commissions.

Soft commissions which are not allowed include, among others, entertainment allowance, travel, accommodation and membership fee.

# THERE ARE FEES AND CHARGES INVOLVED AND INVESTORS ARE ADVISED TO CONSIDER THEM BEFORE INVESTING IN THE FUND.

#### **CALCULATION OF UNIT PRICES**

#### **Pricing**

Computation of NAV and NAV per Unit

NAV per Unit = NAV of the Fund / Units in circulation

#### Illustration: Computation of the NAV and NAV per Unit

	NAV before deducting management fee and trustee fee		RM	50,000,000
Less:	Management fee for the day (0.40% per annum)			
	RM50,000,000 X 0.40% / 365 days		RM	(547.95)
Less:	Trustee fee for the day (0.03% per annum)			
	RM50,000,000 X 0.03% / 365 days		RM	(41.10)
	NAV after deducting management fee and trustee fee	(a)	RM	49,999,410.95
	Units in circulation	(b)		50,000,000
	NAV per Unit (a) / (b)		RM	0.999988219
	NAV per Unit (rounded to four decimal places)		RM	1.0000

#### **Pricing Policy**

# > Single Pricing Policy

The Manager adopts the single pricing policy, i.e. the selling price and repurchase price are fixed at the initial offer price during the Fund's initial offer period. After the initial offer period, the selling price and repurchase price will be the NAV per Unit rounded to four (4) decimal places.

#### Historical Pricing

The Fund is valued on a historical pricing basis. We will process your transactions request based on the NAV per Unit at the last Valuation Point after we received the completed transaction request from you.

We adopt a single pricing method for any transactions based on **historical prices**. We will process your transactions request based on the NAV per unit at the last Valuation Point after we receive the completed transaction requests from/through the e-Wallet Platform. The NAV per unit is available on the e-Wallet Platform daily after 9:00 p.m.

#### Incorrect Valuation and Pricing

The Manager shall ensure that the Fund and the Units are correctly valued and priced according to the Deed and all relevant laws. Where there is a significant error in the valuation of the Fund and pricing of Units, the Manager shall take remedial action to correct the error. The Manager's remedial action will involve the reimbursement of money in the following manner:

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

The reimbursement of money shall be made to Unit Holder if the incorrect valuation and pricing:

(a) is equal or more than 0.50% of the NAV per Unit; and

Illustration on how Units are allocated

(a) During initial offer p	ariad

During the initial	offer period	l the selling price	shall be RM1.0000
During the initial	onci penda	i, thic sching phic	Johan De Mill 1.0000

Daning an	o militar offer period, the coming priod offer per twittered		
	Investment amount	RM	10,000.00
Add:	Sales charge (Nil)	RM	(Nil)
	Total amount payable by you	RM	10,000.00
	Investment amount	RM	10,000.00
Divide:	Initial offer price	RM	1.0000
	Number of Units purchased		10,000
	r initial offer period g the NAV per Unit after the initial offer period is RM1.0100		
	Investment amount	RM	10,000.00
Add:	Sales charge (Nil)	RM	(Nil)
	Total amount payable by you	RM	10,000.00
	Investment amount	RM	10,000.00
Divide:	NAV per Unit	RM	1.0100
	Number of Units purchased		9,900.99
Illustratio	n on how redemption proceeds are calculated		
	ing initial offer period		
During th	e initial offer period, the repurchase price shall be RM1.0000  Units intended for redemption		10,000
	Repurchase amount (10,000 Units x RM1.0000)	RM	10,000.00
Less:	Repurchase charge (Nil)	RM	(Nil)
	Net amount payable to you	RM	10,000.00
	r initial offer period g the NAV per Unit after the initial offer period is RM1.0200		
	Units intended for redemption		10,000
	Repurchase amount (10,000 Units x RM1.0200)	RM	10,200.00
Less:	Repurchase charge (Nil)	RM	(Nil)
	Net amount payable to you	RM	10,200.00

# 5. TRANSACTION INFORMATION

#### **DISTRIBUTION CHANNELS**

Class R is only available to individual investors through the e-Wallet Platform and not open via any other distribution channels.

#### **HOW TO PURCHASE UNITS**

Class R is only available to individual investors through the e-Wallet Platform. You will need to open an account in the e-Wallet Platform. Your eligibility to open the account will be subject to the requirements of the e-Wallet Provider.

Once the relevant account is opened through the e-Wallet Platform for investment into the Fund, you can invest:

- 1. directly with your monies in the e-Wallet. Kindly ensure that your e-Wallet has enough balance for your investment. Please also note that there may be a limit to your e-Wallet's balances; or
- directly from your bank account through wire transfer facility offered in the e-Wallet (subject to any limit prescribed by the wire transfer facility provider): or
- 3. by such other mode of payment that we and/or the relevant authorities approve from time to time.

Any charges, fees and expenses incurred in facilitating the above-mentioned mode or such other mode of payment shall be borne by you. Such mode of payment is subject to further limit(s), restriction(s) and/or terms and conditions that we and/or the relevant authorities may impose from time to time.

Please note that if you are a U.S. Person or U.S. Indicia, you are not eligible to subscribe to Units of the Fund. If we become aware that you are a U.S. Person or U.S. Indicia who holds Units of the Fund, we shall have the right to compulsorily repurchase all the Units held by you.

#### PURCHASE APPLICATION AND ACCEPTANCE

For Class R, account opening and transactions (i.e. application and redemptions) can only be performed through the e-Wallet Platform. Please note that the service is subject to the availability/functioning of the e-Wallet Platform and its connectivity with our infrastructures for the Fund.

We adopt a single pricing method for any transactions based on **historical prices**. We will process your transactions request based on the NAV per unit at the last Valuation Point after we receive the completed transaction requests from/through the e-Wallet Platform. The NAV per unit is available on the e-Wallet Platform daily after 9:00 p.m.

With the implementation of automated processes for this Class, you can transact through the e-Wallet Platform on any Dealing Day. Our system will process your request promptly and you will receive confirmation on the successful transaction promptly through the e-Wallet Platform.

#### PROCESSING AN APPLICATION

We will process your application request based on the NAV per unit at the last Valuation Point upon our receipt of such complete request. Once processed, you will receive confirmation on the successful transaction through the e-Wallet Platform. The number of Units that you receive will be rounded down to four (4) decimal places.

For successful application transactions before or at 4:00 p.m. on T-day, we will invest the application monies on T-day and therefore you should expect to receive your first investment return via the daily income distribution after the next Valuation Point (i.e. T-day 9:00 p.m.). For successful application transactions after 4:00 p.m. on T-day, you should expect to receive your first investment return via the daily income distribution after the following day Valuation Point (i.e. T+1 9:00 p.m.) provided that your investment return is equal or more than 0.0001 unit.

The processing of your application request is subject to you providing all required information to us through the e-Wallet Platform and the transfer of monies into the Fund's account. Failure to complete the application process in the e-Wallet Platform by you or non-receipt of the application request by us will cause the application request to be cancelled automatically. We will pay back your monies on next Business Day on a best effort basis, subject to system availability. If you wish to re-apply, you will have to re-initiate the application process through the e-Wallet Platform.

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

#### **HOW TO REDEEM UNITS**

We will process your withdrawal request based on the NAV per unit at the last Valuation Point upon our receipt of such complete request. Once processed, you will receive confirmation on the successful transaction through the e-Wallet Platform. The number of Units that you withdraw will be rounded down to four (4) decimal places.

The processing of your withdrawal request is subject to you providing all required and accurate information to us through the e-Wallet Platform. Failure to complete the withdrawal request by you, non-receipt of the withdrawal request by us or receipt of inaccurate information by us will cause the withdrawal request to be cancelled automatically. If you wish to re-apply, you will have to re-initiate the withdrawal process through the e-Wallet Platform.

The withdrawal amount that you will receive is calculated by the withdrawal value less any other fees and charges, if any,

You may choose for the withdrawal monies to be:

#### (i) transferred to your e-Wallet.

If you choose for the withdrawal monies to be transferred to your e-Wallet, arrangement has been made with the e-Wallet Provider for the withdrawal monies to be reflected in your account balances once the withdrawal request is successfully processed.

Please note that the Fund has obtained approval from the SC for a variation on Paragraph 8.18 of the Guidelines to make payment to the e-Wallet Provider as part of the requirements for this arrangement.

The monies paid to the e-Wallet Provider are merely a disbursement of your withdrawal request which the e-Wallet Provider has provided to you earlier. You may refer to Chapter 10 - Approvals and Conditions on page 28 for further details on the variation.

The e-Wallet Platform may also offer an option for automatic withdrawal request service from the Fund for your e-Wallet usage/consumption ("Service"). Once you have subscribed to this Service on the e-Wallet Platform, you will be able to transact using your e-Wallet on a real time basis. Hence, your action of using your e-Wallet to pay for a usage/consumption will automatically generate a withdrawal request from the Fund (upon successful processing of the withdrawal request). The withdrawal request will be recognised by the e-Wallet Provider and the amount will be reflected in your e-Wallet promptly for your usage/consumption, followed by a subsequent disbursement of the amount from us to the e-Wallet Provider.

The successful processing of the automatic withdrawal request is subject to you having enough monies/Units in the Fund.

#### (ii) transferred to your bank account.

Your withdrawal proceeds will be paid to you within T+1 Business Day from the successful processing of your withdrawal request subject to the operations of the banking system. You will have to bear the applicable bank fees and charges, if any. Usage of third party bank account is not allowed.

#### **COOLING-OFF PERIOD & COOLING-OFF RIGHT**

The cooling-off right is only given to an individual investor who is investing in any of the unit trust funds managed by the Manager for the first time but shall not include the following persons:

- the Manager's staff;
- a person registered with a body approved by the SC to deal in unit trusts; and
- a person who has withdrawn all or parts of his/her investment from the Fund either for his/her usage/consumption in the e-Wallet
  or to his/her bank account.

The cooling-off right allows Unit Holder the opportunity to reverse an investment decision which could have been unduly influenced by certain external elements or factors.

The refund to the Unit Holder pursuant to the exercise of his cooling-off right shall be as follows:

- (a) if the NAV per Unit on the day the Units were first purchased is higher than the NAV per 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 NAV per Unit on the day the Units were first purchased, the NAV per Unit on the day the Units were first purchased: and
- (c) the sales charge imposed on the day the Units were purchased.

The cooling-off period shall be within six (6) Business Days which shall be effective from the date the Manager receives the duly completed purchase application.

Request for cooling-off must be made directly through the e-Wallet Platform. We will refund the investment amount including sales charge (if any) to you within seven (7) Business Days from the date we receive the completed transaction requests from/ through the e-Wallet Platform.

Investors can contact the e-Wallet Provider to request for cooling off.

#### **SWITCHING BETWEEN FUNDS**

There is no switching facility for this Fund.

#### TRANSFER OF UNITS

Transfer facility is not available.

#### HOW TO KEEP TRACK OF YOUR INVESTMENT

You will receive all notifications, confirmations and reports through the e-Wallet Platform:

- Your investor number;
- Confirmation on all your transactions and distributions (if any); and
- Semi-annual and audited annual report showing snapshots of the Fund and details of the portfolio for the respective period reported. Both the semi-annual report and the audited annual report will be made available to you via e-Wallet Platform within two (2) months of the end of the period reported.

A Unit Holder can also review and track the performance of his Units by checking the Unit prices published every day on the Manager's website, <a href="https://www.eastspring.com/my">www.eastspring.com/my</a>.

For any enquiry on account balances, transaction related enquiries and change personal details, please contact your e-Wallet Provider's customer service.

A Unit Holder can always contact the Manager's client services personnel to assist in the following:

- 1. enquire on the latest Unit price;
- 2. request for copy of annual and/or semi-annual reports; and
- 3. other queries regarding the Fund's performance.

A Unit Holder may communicate with the Manager via:

Client services tel: 603-2778 1000 Email: cs.my@eastspring.com

#### THE FUND'S PRINTED ANNUAL AND SEMI-ANNUAL REPORTS ARE AVAILABLE UPON REQUEST.

#### **AVENUE FOR ADVICE**

Investors may

- visit any of the Manager's offices listed under the Directory of Sales Office section at the end of this prospectus; or
- contact any of the Manager's client services at 603-2778 1000 for advice in relation to the Fund.

#### SUSPENSION OF SALE AND REDEMPTION OF UNITS

Pursuant to clause 8.23 of the Guidelines, 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.

#### TRANSACTION DETAILS

The table below sets out the minimum initial and additional investment amount for the Fund:

Fund Name	Minimum initial investment (RM)	Minimum additional investment (RM)
Eastspring Islamic E-Duit	10	10

Below sets out the minimum redemption and holding of Units for the Fund:

# Minimum Redemption

- (i) RM10 if you are requesting for the proceeds to be transferred to your bank account\* or e-Wallet; or
- (ii) RM0.01 if you have opted for automatic withdrawal for your e-Wallet usage/consumption or such other amount as we may decide from time to time.

The minimum redemption amount does not apply when you are making full redemptions.

Please note that if your balance in the Class is too small or insignificant, you may not be able to withdraw the amount from the Class.

\*Note:\* Transfer of withdrawal proceeds to your bank account is subject to the terms and operations of the wire transfer provider. As such, please note that bank transfer will not be immediate. Any charges, fees and expenses incurred in facilitating the transfer shall be borne by you. We do not recommend this option if your withdrawal amount is small.

#### Minimum holdings of Units

0.0001 Unit or such other number of Unit as we may decide from time to time.

**lote:** Any account with a balance of less than RM0.01 and has no transaction (i.e. application or withdrawal) for a continuous period of twenty-four (24) months may be deemed as dormant. We have the right to liquidate and terminate your dormant account and return the remaining balance (if any) to the Fund.

The Manager reserves the right to change the minimum amounts and number of Units stipulated above from time to time. Should the Manager decide to increase the minimum amounts and number of Units as stipulated under the transaction details section, the Manager shall notify the Unit Holders by way of a letter or email prior to the effective date of such change.

#### Minimum Switched Out (Units)

Switching facility is not available.

#### Minimum Transfer (Units)

Transfer facility is not available.

#### INCOME DISTRIBUTION POLICY

Class R	We have the discretion to make income distribution on a daily basis, taking into consideration the level of realised income and/or realised gains, as well as the performance of the Fund.
	We have the right to make provisions for reserves in respect of distribution of the Class. If the income available is too small or insignificant, any distribution may not be of benefit to the Unit Holders as the total cost to be incurred in any such distribution may be higher than the amount for distribution. We have the discretion to decide on the amount to be distributed to the Unit Holders.

#### INCOME REINVESTMENT POLICY

Income distribution to a Unit Holder will automatically be reinvested into additional Units in the Fund at the NAV per Unit at the end of the Business Day of the income distribution date at no cost to the Unit Holder.

No Unit will be issued if your entitlement on that day is lesser than 0.0001 Unit and such entitlement will not be carry forward to the next day.

#### **UNCLAIMED MONEYS POLICY**

Any unclaimed moneys will be filed with and paid to the Registrar of Unclaimed Moneys after the lapse of one (1) year from the date of payment in accordance with the requirements of the Unclaimed Moneys Act 1965. Unit Holders will have to liaise directly with the Registrar of Unclaimed Moneys to claim their moneys.

# POLICY ON ANTI-MONEY LAUNDERING, ANTI-TERRORISM FINANCING AND PROCEEDS OF UNLAWFUL ACTIVITIES ACT 2001

The Manager has an anti-money laundering and anti-terrorism financing policy in place where Unit Holder's due diligence will be performed by the Manager on all Unit Holders without exception. Application for Units must be accompanied by proper identification documents for the Manager's verification. All Unit Holders will be checked against various reliable sources on money laundering, terrorism financing and proceeds of unlawful activities information. Enhanced due diligence process will be conducted on high risk Unit Holders which would require the Manager's senior management's review and approval, where applicable. Suspicious transactions, if any, will be reported to the Manager's internal money laundering prevention officer for further review and onward reporting to the Financial Intelligence and Enforcement Department of BNM and the SC.

In compliance with the applicable anti-money laundering, anti-terrorism financing and proceeds of unlawful activities laws and the guidelines, the Manager reserve the right to request all relevant information pertaining to the Unit Holders' information as may, in the Manager's opinion, be necessary to verify the identity of the Unit Holders.

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

# 6. The Management and the Administration of the Fund

#### **BACKGROUND OF THE MANAGER**

Eastspring Investments Berhad was incorporated in November 2000 and is part of Prudential plc. The Manager is a duly approved unit trust management company by the SC since 5 January 2005 and holds a capital markets services licence for fund management and dealing in securities restricted to unit trust funds.

Prudential plc provides life and health insurance and asset management, with a focus on Asia and Africa. Prudential plc, incorporated and registered in England and Wales. Registered office: 1 Angel Court, London EC2R 7AG. Registered number 1397169. Prudential plc is a holding company, some of whose subsidiaries are authorized and regulated, as applicable, by the Hong Kong Insurance Authority and other regulatory authorities. Prudential plc is not affiliated in any manner with Prudential Financial, Inc., a company whose principal place of business is in the United States of America or with the Prudential Assurance Company Limited, a subsidiary of M&G plc. A company incorporated in the United Kingdom.

#### ROLES, DUTIES AND RESPONSIBILITIES OF THE MANAGER

The Manager is responsible for the daily management and administration of the Fund in accordance with the provisions of the Deed and all relevant laws and guidelines. The Manager may undertake cross trades through a dealer or a financial institution on an arm's length and fair value basis and subject to the best interests of the Unit Holder. Below is the cross trade policy of the Manager.

#### Cross Trade Policy

Cross trade is defined as a buy and sell transaction of the same security between two or more clients' accounts managed by a fund management company. The Manager may conduct cross trades provided the following conditions which are imposed by the regulators are met:

- the cross trade is in the best interests of both clients;
- the reasons for cross trades are documented prior to execution of the trades;
- the cross trade is executed through a dealer or a financial institution on an arm's length and fair value basis; and
- the cross trade transaction is disclosed to both clients.

All cross trades will be executed in accordance with the Manager's policy which is in line with the regulatory requirements. Post transactions, all cross trades will be reviewed by the Manager's compliance officer and the committee undertaking the oversight function of the Fund.

Cross trades between (i) the personal account of an employee of the Manager and any clients' account; and (ii) the Manager's proprietary accounts and any clients' account, are strictly prohibited.

The Manager's main duty includes:

- arranging for the sale and redemption of Units of the Fund;
- · keeping proper records of the Fund and reporting to the Unit Holder; and
- providing sales, marketing and customer service support to the Unit Holder and fund distributors of the Fund.

The Manager has established a risk, compliance and legal department under the supervision of the head of risk, compliance and legal who is responsible for the operational risk, investment risk, legal and compliance functions of the Manager. The head of risk, compliance and legal reports to the board of directors. The internal audit unit of the Prudential Group conducts all internal audit functions.

#### **MATERIAL LITIGATION AND ARBITRATION**

As at 31 March 2022, the Manager 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 its business and/or financial position.

#### **BOARD OF DIRECTORS**

# Roles and functions of the board of directors

The board of directors oversee the overall management of the Manager. The board of directors meet every quarter or more frequently, when required. Please refer to <a href="https://www.eastspring.com/my/about-us/management">https://www.eastspring.com/my/about-us/management</a> for more information on our board of directors.

#### **FUND MANAGEMENT FUNCTION**

The Manager's investment team is headed by the head of investments. The head of investments is supported by a team of experienced fund managers who are responsible to manage the Fund.

#### **Doreen Choo Choy Wan**

Head of Investments

Doreen Choo joined the Manager in August 2018 and is the **designated person responsible for the fund management of the Fund**. She is the head of investments and is responsible for all asset classes and investment performance, as well as the growth and development of our investment offering in Malaysia. With more than 20 years of industry experience, Doreen joins us from CIMB-Principal Asset Management Berhad where she has worked for the past 13 years, initially as an equity fund manager and subsequently as Head of Equities in 2015. Doreen previously worked at PricewaterhouseCoopers (PwC) as Manager, Valuation & Strategy (Corporate Advisory) with a particular focus on equity valuations across industries. Doreen is a Chartered Financial Analyst (CFA) charterholder and holds a Degree of Bachelor of Arts in Economics (First Class Honours) from University Malaya.

#### OTHER INFORMATION

Further information on the Manager and the Shariah Adviser are provided in the Manager's website.

# 7. The Shariah Adviser

BIMB Securities Sdn Bhd has been appointed as the Shariah adviser for the Eastspring Islamic E-Duit. BIMB Securities Sdn Bhd will provide Shariah advisory services on the mechanism of the operations of the Fund to ensure the operations of the Fund comply with Shariah requirements.

#### **ABOUT BIMB SECURITIES SDN BHD**

BIMB Securities Sdn Bhd 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 Sdn Bhd 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 Sdn Bhd is registered with the SC to act as a Shariah adviser for Islamic products and services regulated by the SC, which include Islamic collective investment schemes. BIMB Securities Sdn Bhd 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 fund managed and administered by the Manager. As at 31 March 2022, BIMB Securities Sdn Bhd is a corporate Shariah adviser to 82 Islamic unit trust funds including one (1) Islamic real estate investment trust.

#### ROLES AND RESPONSIBILITIES OF BIMB SECURITIES SDN BHD AS THE SHARIAH ADVISER

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

Notwithstanding the role played by the Shariah Adviser, the ultimate responsibility for ensuring Shariah compliance of the Fund in all aspects of operation and processes rests solely with the Manager.

In line with the SC's guidelines, the roles of BIMB Securities Sdn Bhd as the Shariah adviser are:

- to provide Shariah expertise and advice on Shariah matters in relation to the Fund including matters relating to documentation (which includes the Deed and this prospectus), structure, feature, investment instruments and ensure that all aspects of the Fund are in accordance with Shariah requirements as set out in the relevant securities laws and guidelines issued by the SC;
- 2. to ensure that the Fund complies with the applicable Shariah rulings, principles and concepts endorsed by the SAC of the SC
- 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;
- 4. to prepare a report for inclusion in the semi-annual and annual reports of the Fund stating the Shariah Adviser's opinion whether the Fund has been managed in compliance with Shariah, including Shariah rulings, principles and concepts endorsed by the SAC of the SC;
- to apply *ljtihad* (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;
- to consult the SC where there is ambiguity or uncertainty as to an investment, instrument, system, procedure and/or process;
- 7. to meet with the Manager on a semi-annually basis, or when urgently required for review of the Fund's operation and processes.

## PROFILES OF THE SHARIAH PERSONNEL

#### Ir. Dr. Muhamad Fuad bin Abdullah ("Dr. Muhamad Fuad")

Dr. Muhamad Fuad is the designated person in-charge of all Shariah matters in BIMB Securities Sdn Bhd.

He graduated with a Bachelor of Science Degree in Electrical Engineering in 1977 and a Master of Philosophy Degree in Electrical Engineering in 1982, both from the University of Southampton, England. He also obtained a Bachelor of Arts (Jayyid) Degree in Shariah from the University of Jordan in 1994 and a Doctor of Philosophy in Muslim Civilization from the University of Aberdeen, Scotland in 1996.

He is a registered individual Shariah adviser with the SC and is the chairman of the Shariah Advisory Committee of BIMB Securities Sdn Bhd effective 1 September 2021. He sits on the Shariah committees of Bank Islam Malaysia Berhad and AIA-Public Takaful Berhad.

He is the non-executive chairman of Gagasan Nadi Cergas Berhad, a board member of Universiti Tun Abd Razak Sdn Bhd ("UniRAZAK") and Medic IG Holdings Sdn Bhd.

Dr. Muhamad Fuad is a recipient of the National Book Award 2015 for his book published by IKIM entitled "The Influence of Islam Upon Classical Arabic Scientific Writings: An Examination of the Extent of Their Reference to Quran, Hadith and Related Texts".

#### Nurussaádah binti Nasarudin ("Nurussaádah")

Nurussaádah joined BIMB Securities Sdn Bhd in June 2015 as the Shariah executive and has been promoted as the head of Shariah section effective 1 May 2021. She is also the designated Shariah officer registered under the BIMB Securities Sdn Bhd's Shariah adviser registration, responsible for the Shariah advisory services offered by BIMB Securities Sdn Bhd.

Nurussaádah graduated with a Bachelor of Shariah majoring in Islamic Banking and Economics from the University of Yarmouk, Jordan.

Currently, she is responsible in providing Shariah inputs on the advisory, consultancy and research functions with regards to Islamic capital market and Islamic collective investment schemes, including but not limited to, conducting surveillance on the non-financial institution activities

She is experienced in product development and review for Islamic capital market products specifically on Islamic stockbroking services.

# 8. The Trustee

#### **BACKGROUND OF THE TRUSTEE**

Deutsche Trustees Malaysia Berhad ("DTMB") was incorporated in Malaysia on 22 February 2007 and commenced business in May 2007. DTMB is registered as a trust company under the Trust Companies Act 1949, with its business address at Level 20, Menara IMC, 8 Jalan Sultan Ismail, 50250 Kuala Lumpur.

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

#### **EXPERIENCE IN TRUSTEE BUSINESS**

DTMB is part of Deutsche Bank's Securities Services, which provides trust, custody and related services on a range of securities and financial structures. As at 31 March 2022, DTMB is the trustee for two hundred and eight (208) collective investment schemes including unit trust funds, wholesale funds, exchange-traded funds and private retirement schemes.

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

#### ROLES, DUTIES AND RESPONSIBILITIES OF THE TRUSTEE

DTMB's main functions are to act as trustee and custodian of the assets of the Fund and to safeguard the interests of Unit Holders of the Fund. In performing these functions, the Trustee has to exercise due care and vigilance and is required to act in accordance with the relevant provisions of the Deed, the Act and all relevant laws.

#### TRUSTEE'S DISCLOSURE OF MATERIAL LITIGATION

As at 31 March 2022, the Trustee is not engaged in any material litigation and arbitration, including those pending or threatened and the Trustee is not aware of any facts likely to give rise to any proceedings which might materially affect the business or financial position of the Trustee.

#### TRUSTEE'S DELEGATE

The Trustee has appointed DBMB as the custodian of the assets of the Fund. DBMB is a wholly-owned subsidiary of Deutsche Bank AG. DBMB offers its clients access to a growing domestic custody network that covers over thirty (30) markets globally and a unique combination of local expertise backed by the resources of a global bank. In its capacity as the appointed custodian, DBMB's roles encompass safekeeping of assets of the Fund; trade settlement management; corporate actions notification and processing; securities holding and cash flow reporting; and income collection and processing.

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

# 9. Salient Terms of the Deed

#### **RIGHTS OF UNIT HOLDERS**

As a Unit Holder, and subject to the provisions of the Deed, you have the right:

- 1. to receive distribution of income, if any;
- 2. to participate in any increase in the value of the Units;
- 3. to call for Unit Holders' meetings and to vote for the removal of the Trustee or the Manager through a special resolution;
- 4. to receive annual and semi-annual reports of the Fund; and
- 5. to enjoy such other rights and privileges as are provided for in the Deed.

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

#### LIABILITIES OF UNIT HOLDERS

As a Unit Holder, and subject to the provisions of the Deed, your liabilities would be limited to the following:

- 1. you will not be 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 and any charges payable in relation thereto.
- you will 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 Fund's assets.

#### MAXIMUM FEES AND CHARGES PERMITTED BY THE DEED

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

	% of the Fund's NAV per Unit
Sales charge	6.00%
Repurchase charge	2.00%

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

	% of the Fund's NAV per annum	
Annual management fee	2.00%	
Annual trustee fee	0.20% (subject to a minimum fee of RM18,000 per annum) excluding foreign custodian fees and charges	

#### PROCEDURES TO INCREASE THE DIRECT AND INDIRECT FEES AND CHARGES DISCLOSED IN THE 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 in respect of the Fund 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.

#### Repurchase Charge

The Manager may not charge a repurchase 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 in respect of the Fund setting out the higher charge is registered, lodged and issued: and
- such time as may be prescribed by any relevant law has elapsed since the effective date of the supplemental prospectus or replacement prospectus.

#### **Annual Management Fee**

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

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

#### **Annual Trustee Fee**

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

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

#### PROCEDURES TO INCREASE THE MAXIMUM RATE OF THE DIRECT AND INDIRECT FEES AND CHARGES IN THE DEED

Any increase in the sales charge, repurchase charge, annual management fee and annual trustee fee above the maximum rate prescribed in the Deed will require the prior consent of the Unit Holders and the registration of a supplemental deed and the issuance of a supplemental or replacement prospectus.

#### 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 (if any);
- b) taxes and other duties charged on the Fund by the government and/or other authorities:
- c) costs, fees and expenses properly incurred by the auditor 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 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;
- 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;
- 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) (where the custodial function is delegated by the Trustee) charges and fees paid to sub-custodians taking into custody any foreign assets of the Fund:
- p) fees, charges, costs and expenses relating to the preparation, printing, posting, registration and/or 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:
- q) all costs and expenses associated with the distributions declared pursuant to the Deed and the payment of such distribution including without limitation fees, costs and/or expenses for the revalidation or reissuance of any distribution cheque or telegraphic transfer:
- r) fees in relation to fund accounting; and
- 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 (r) above.

#### 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 the replacement 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; or
- b) the Trustee has not been validly appointed; or
- c) the Trustee was not eligible to be appointed or to act as trustee under any relevant law; or
- 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; or
- 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; or
- 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 to be 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 in writing 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.

# **TERMINATION OF THE FUND**

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

- the SC's authorisation is withdrawn pursuant to section 256E of the Act; or
- a special resolution is passed at a Unit Holders' meeting to terminate or wind up the Fund.

The Manager may also, in its sole 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 Unit Holders and the Manager deems it to be uneconomical for the Manager to continue managing the Fund.

#### Procedures and processes for Termination of the Fund

Upon the termination of the Fund, the Trustee shall:

- (a) sell all the Fund's assets 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 Fund's assets 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 Ringgit Malaysia Fifty sen (RM0.50) 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 termination 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 and the Manager shall indemnify the Trustee against any claims arising out of the Trustee's execution of the Deed provided always that such claims have not been caused by any failure on the part of the Trustee to exercise the degree of care and diligence required of a trustee as contemplated by the Deed and all relevant laws;
- (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.

#### **MEETING OF UNIT HOLDERS**

#### Provisions governing Unit Holders' meeting

The quorum required for a meeting of Unit Holders shall be five (5) Unit Holders, whether present in person or by proxy; 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.

If the meeting has been convened for the purpose of voting on a special resolution, the Unit Holders present in person or by proxy must hold in aggregate at least twenty five per centum (25%) of the Units in circulation at the time of the meeting.

If the Fund 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.

#### Meetings directed by Unit Holders

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

- a) sending by post to each Unit Holder at his last known address or, in the case of jointholders, to the jointholder whose name stands first in the records of the Manager at the jointholder's last known address at least seven (7) days before the date of the proposed meeting a notice of the proposed meeting to all the Unit Holders;
- b) publishing at least fourteen (14) days before the date of the proposed meeting an advertisement giving notice of the proposed meeting in a national language newspaper published daily and another newspaper approved by the relevant authorities; and
- c) specifying in the notice the place and time of the meeting and the terms of the resolutions to be proposed at the meeting.

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.

# Unit Holders' meeting convened by the Manager or Trustee

Unless otherwise required or allowed by the relevant laws and the Deed, the Manager or the Trustee may convene a Unit Holders' meeting pursuant to the relevant provisions of the Deed by giving Unit Holders' at least fourteen (14) days written notice specifying the place and time of the meeting and the terms of the resolutions to be proposed.

#### Where:

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

the Trustee shall summon a Unit Holders' meeting by:

- 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.

# SUSPENSION OF DEALING IN UNITS

The Manager may, in consultation with the Trustee and having considered the interests of the Unit Holders, suspend the sale and/or redemption of Units due to exceptional circumstances, where there is good and sufficient reason to do so. Where such suspension is triggered, the Manager shall notify all Unit Holders in a timely and appropriate manner of its decision to suspend the sale and/or redemption of Units.

# 10. Approvals and Conditions

On 22 August 2022, we have obtained the approval from the SC for variation on the following requirements:

 Schedule B Paragraph (6) of the GUTF: The value of a fund's placement in deposits with any single institution must not exceed 20% of the fund's NAV.

#### Variation obtained for the Fund:

When the Fund's NAV is less than RM2 million, the value of the Fund's placement in deposit with any single financial institution may be up to 100% of the Fund's NAV.

When the Fund's NAV is between RM2 million and RM50 million (both inclusive), the value of the Fund's placement in deposit with any single financial institution must not exceed 50% of the Fund's NAV.

This variation will lapse after two (2) years from the commencement date of the Fund.

• Paragraph 8.18 (a) of the GUTF: A management company must pay the unit holder in cash the proceeds of the repurchase of units as soon as possible, within seven (7) days of receiving the repurchase request.

#### Variation obtained for Class R only:

The Manager to pay the repurchase proceeds to the e-Wallet Provider for and on behalf of the Unit Holders of Class R and such payment to the e-Wallet Provider shall be deemed as full payment and settlement to that Unit Holder of Class R.

The approval by the SC for the variation to Paragraph 8.18 (a) of the GUTF for Class R of the Fund is subject to the following conditions:

- (a) The e-Wallet Provider is a reporting institution under the SC's Guidelines on Prevention of Money Laundering and Terrorism Financing for Capital Market Intermediaries or Bank Negara Malaysia's Guidelines on Anti-Money Laundering and Combating the Financing of Terrorism; and
- (b) the e-Wallet provider is registered by the SC under the Guidelines on Recognized Markets.

# 11. Related Party Transactions and Conflict of Interest

The Manager may enter into transactions with other companies which are related to the Manager such as Eastspring Investments (Singapore) Limited and Eastspring Al-Wara' Investments Berhad; therefore, there is a possibility of conflict of interest element and/or related party transactions. However, the Manager has in place policies and procedures to deal with any conflict of interest and/or related party transactions situations. All transactions with related parties are to be executed on terms which are best available to the Fund and based on best execution and at arms-length transaction between independent parties.

The Manager observes high standards of integrity and fair dealing to your best and exclusive interests. The Manager will not conduct transactions in any manner which will result in unnecessary costs or risk to the Fund. The Manager will also avoid conflicts of interest and will act in a manner so as to avoid any disadvantage to the Fund, if such conflicts should arise. The Manager shall not, without the Trustee's prior approval, invest any money available under the Deed in any securities, property and assets in which the Manager or any of the Manager's officer (including directors and staff) has a financial interest or from which the Manager or any of the Manager's officer, derives benefit.

A person shall be deemed to have a financial interest in securities if he has an interest or interests in one or more voting shares in the company and the nominal amount of that share, or the aggregate of the nominal amounts of those shares, is not less than 5% of the aggregate of the nominal amounts of all the voting shares in the company.

In making an investment transaction for the Fund, the Manager is obliged not to make improper use of its position in managing the Fund to gain, directly or indirectly, any advantage for the Manager or for any other person or to cause detriment to your interests. If the interests of the directors or the members of committee undertaking the oversight function of the Fund conflict with the interests of the Fund, they will not be allowed to participate in the decision-making process in respect of the matter. Additionally, the Manager's directors, members of committee undertaking the oversight function of the Fund and employees have to disclose their personal dealings to the compliance unit, which monitors such dealings.

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

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

As the trustee for the Fund and the Manager's delegate for the fund accounting and valuation services (where applicable), there may be related party transactions involving or in connection with the Fund within the following events:

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

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

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

# 12. Taxation Adviser's Letter on Taxation of the Fund and Unit Holders

(Prepared for inclusion in this Prospectus)

#### PricewaterhouseCoopers Taxation Services Sdn Bhd

Level 10, 1 Sentral, Jalan Rakyat Kuala Lumpur Sentral P.O. Box 10192 50706 Kuala Lumpur

#### The Board of Directors

Eastspring Investments Berhad Level 22, Menara Prudential Persiaran TRX Barat 55188 Tun Razak Exchange Kuala Lumpur

Date: 23 May 2022

#### **TAXATION OF THE FUND AND UNIT HOLDERS**

Dear Sirs.

This letter has been prepared for inclusion in the First Prospectus in connection with the Eastspring Investments Islamic E-Duit Fund ("the Fund")

The taxation of income for the Fund and the Unit Holders are subject to the provisions of the Malaysian Income Tax Act 1967 ("the Act"). The applicable provisions are contained in Section 61 of the Act, which deals specifically with the taxation of trust bodies in Malaysia.

#### **TAXATION OF THE FUND**

The Fund will be regarded as resident for Malaysian tax purposes since the Trustee of the Fund is resident in Malaysia.

## (1) Domestic Investments

#### (i) General Taxation

Subject to certain exemptions, the income of the Fund consisting of dividends, interest or profit¹ (other than interest or profit¹ which is exempt from tax) and other investment income derived from or accruing in Malaysia, after deducting tax allowable expenses, is liable to Malaysian income tax at the rate of 24 percent.

Gains on investments in Malaysia by the Fund will not be subject to Malaysian income tax.

#### (ii) Dividends and Other Exempt Income

Effective 1 January 2014, all companies would adopt the single-tier system. Hence dividends received would be exempted from tax and the deductibility of expenses incurred against such dividend income would be disregarded. There will no longer be any tax refunds available for single-tier dividends received. Dividends received from companies under the single-tier system would be exempted.

The Fund may receive Malaysian dividends which are tax exempt. The exempt dividends may be received from investments in companies which had previously enjoyed or are currently enjoying the various tax incentives provided under the law. The Fund will not be taxable on such exempt income.

Interest or profit<sup>1</sup> or discount income derived from the following investments is exempt from tax:

- (a) Securities or bonds issued or guaranteed by the government of Malaysia;
- (b) Debentures<sup>2</sup> or sukuk, other than convertible loan stocks, approved or authorised by, or lodged with, the Securities Commission Malaysia: and
- (c) Bon Simpanan Malaysia issued by Bank Negara Malaysia.

Interest or profit<sup>1</sup> derived from the following investments is exempt from tax:

The effect of this is that any gains or profits received and expenses incurred, in lieu of interest, in transactions conducted in accordance with the principles of Shariah, will be accorded the same tax treatment as if they were interest.

<sup>&</sup>lt;sup>1</sup> Under Section 2(7) of the Income Tax Act 1967, any reference to interest shall apply, *mutatis mutandis*, to gains or profits received and expenses incurred, in lieu of interest, in transactions conducted in accordance with the principles of Syariah.

<sup>&</sup>lt;sup>2</sup> Structured products approved by the Securities Commission Malaysia are deemed to be "debenture" under the Capital Markets and Services Act, 2007 and fall within the scope of exemption.

- (a) Interest or profit<sup>1</sup> paid or credited by any bank or financial institution licensed under the Financial Services Act 2013 and Islamic Financial Services Act 2013;
- (b) Interest or profit<sup>1</sup> paid or credited by any development financial institution regulated under the Development Financial Institutions Act 2002;
- (c) Bonds, other than convertible loan stocks, paid or credited by any company listed in Bursa Malaysia Securities Berhad ACE Market: and
- (d) Interest or profit<sup>1</sup> paid or credited by Malaysia Building Society Berhad<sup>3</sup>.

The interest or profit<sup>1</sup> or discount income exempted from tax at the Fund level will also be exempted from tax upon distribution to the Unit Holders.

#### Exception: -

i. Wholesale money market fund

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

ii. Retail money market fund ("RMMF")

Based on the Finance Act 2021, the interest income or profit<sup>1</sup> of a RMMF will remain tax exempted under Paragraph 35A, Schedule 6 of the Act. However, resident and non-resident Unit Holders (other than individual Unit Holders), who receive income distributed from interest or profit<sup>1</sup> income of the RMMF which are exempted under Paragraph 35A of Schedule 6, will be subject to withholding tax ("WHT") at the rate of 24 percent. This new WHT was effective from 1 January 2022 onwards.

The WHT is to be withheld and remitted by the RMMF to the tax authorities within 30 days upon distribution of the income to the Unit Holders.

#### (2) Foreign Investments

With effect from 1 January 2022, the exemption of foreign-sourced income received in Malaysia is only applicable to a person who is a non-resident.

The Ministry of Finance subsequently announced on 30 December 2021 that subject to conditions, which will be set out in guidelines to be issued by the Inland Revenue Board ("IRB"), the following foreign-sourced income received from 1 January 2022 to 31 December 2026 (5 years) will continue to be exempted from Malaysian income tax:

- Dividend income received by resident companies and limited liability partnerships.
- All classes of income received by resident individuals, except for resident individuals which carry on business through a
  partnership.

Based on clarifications from the IRB, foreign-sourced income (e.g. dividends, interest, etc.) of a resident Fund which is received in Malaysia will be subject to tax. There will be a transitional period from 1 January 2022 to 30 June 2022 where foreign-sourced income remitted to Malaysia will be taxed at the rate of 3% on gross income. From 1 July 2022 onwards, any foreign-sourced income remitted to Malaysia will be subject to Malaysian income tax at the rate of 24% for a resident Fund.

Such income from foreign investments may be subject to taxes or withholding taxes in the specific foreign country. Subject to meeting the relevant prescribed requirements, the Fund in Malaysia is entitled for double taxation relief on any foreign tax suffered on the income in respect of overseas investment.

Gains on disposal of foreign investments by the Fund will not be subject to Malaysian income tax.

The foreign income subjected to Malaysian tax at the Fund level will also be taxable upon distribution to the Unit Holders. However, the income distribution from the Fund will carry a tax credit in respect of the Malaysian tax paid by the Fund. Unit Holders will be entitled to utilise the tax credit against the tax payable on the income distribution received by them.

#### (3) Tax Deductible Expenses

Expenses wholly and exclusively incurred in the production of gross income are allowable as deductions under Section 33(1) of the Act. In addition, Section 63B of the Act provides for tax deduction in respect of managers' remuneration, expenses on maintenance of the register of Unit Holders, share registration expenses, secretarial, audit and accounting fees, telephone charges, printing and stationery costs and postages based on a formula subject to a minimum of 10 percent and a maximum of 25 percent of the expenses.

<sup>&</sup>lt;sup>3</sup> Exemption granted through letters from Ministry of Finance Malaysia dated 11 June 2015 and 16 June 2015 and it is with effect YA 2015.

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

With effect from 1 January 2019, any gains on disposal of real properties or shares in real property companies<sup>4</sup> would be subject to RPGT as follows:-

Disposal time frame	RPGT rates (Companies incorporated in Malaysia and Trustee of a trust)
Within 3 years	30%
In the 4 <sup>th</sup> year	20%
In the 5 <sup>th</sup> year	15%
In the 6 <sup>th</sup> year and subsequent years	10%

#### (5) Sales and Service Tax ("SST")

Effective from 1 September 2018, SST has been reintroduced to replace the Goods and Services Tax ("GST"). Both the Sales Tax Act 2018 and Services Tax Act 2018 have been gazetted on 28 August 2018. The rates for sales tax are nil, 5%, 10% or a specific rate whereas the rate for service tax is at 6 percent.

Sales tax will be chargeable on taxable goods manufactured in or imported into Malaysia, unless specifically exempted by the Minister. Whereas only specific taxable services provided by specific taxable persons will be subject to service tax. Sales tax and service tax are single stage taxes. As such, SST incurred would generally form an irrecoverable cost to the business

In general, the Fund, being a collective investment vehicle, will not be caught under the service tax regime.

Certain brokerage, professional, consultancy or management services obtained by the Fund may be subject to service tax at 6 percent. However, fund management services and trust services are excluded from service tax. With effect from 1 January 2019, service tax will apply to any taxable service that is acquired by any business in Malaysia from a non-Malaysian service provider. In this connection, the Fund, being non-taxable person who acquire imported taxable services (if any) will need to declare its imported taxable services through the submission of prescribed declaration, i.e., Form SST-02A to the Royal Malaysian Customs Department ("RMCD").

With effect from 1 January 2020, service tax on digital services was implemented at the rate of 6 percent. Under the service tax on digital services, foreign service providers selling digital services to Malaysian consumers are required to register for and charge service tax. Digital services are defined as services which are delivered or subscribed over the internet or other electronic network, cannot be delivered without the use of IT and the delivery of the service is substantially automated.

Furthermore, the provision of digital services has also been prescribed as a taxable service when provided by a local service provider with effect from 1 January 2020. Hence, where the Fund obtains any of the prescribed digital services, those services may be subject to service tax at 6 percent.

#### **TAXATION OF UNIT HOLDERS**

Unit Holders will be taxed on an amount equivalent to their share of the total taxable income of the Fund to the extent of the distributions received from the Fund. The income distribution from the Fund will carry a tax credit in respect of the tax paid by the Fund. Unit Holders will be entitled to utilise the tax credit against the tax payable on the income distribution received by them. Generally, no additional withholding tax will be imposed on the income distribution from the Fund; unless the Fund is an RMMF, in which case there is a WHT on distribution from interest income of a RMMF which are exempted under Paragraph 35A of Schedule 6 and distributed to non-individual unitholders.

Non-resident Unit Holders may also be subject to tax in their respective jurisdictions. Depending on the provisions of the relevant country's tax legislation and any double tax treaty with Malaysia, the Malaysian tax suffered may be creditable against the relevant foreign tax.

<sup>&</sup>lt;sup>4</sup> A real property company is a controlled company which owns or acquires real property or shares in real property companies with a market value of not less than 75 percent of its total tangible assets. A controlled company is a company which does not have more than 50 members and is controlled by not more than 5 persons.

Corporate Unit Holders, resident<sup>5</sup> and non-resident, will generally be liable to income tax at 24 percent<sup>6</sup> on distribution of income received from the Fund. The tax credits attributable to the distribution of income can be utilised against the tax liabilities of these Unit Holders

Individuals and other non-corporate Unit Holders who are tax resident in Malaysia will be subject to income tax at graduated rates ranging from 1 percent to 30 percent. Individuals and other non-corporate Unit Holders who are not resident in Malaysia will be subject to income tax at 30 percent. The tax credits attributable to the distribution of income will be utilised against the tax liabilities of these Unit Holders.

The distribution of exempt income and gains arising from the disposal of investments by the Fund will be exempted from tax in the hands of the Unit Holders.

Based on the Finance Act 2021, in respect of distribution from a RMMF, resident and non-resident corporate Unit Holders (other than individual Unit Holders), who receive income distributed from interest or profit<sup>1</sup> income of the RMMF which are exempted under Paragraph 35A of Schedule 6, will be subject to WHT at the rate of 24%, effective from 1 January 2022.

For resident corporate Unit Holders, the WHT is not a final tax. The resident corporate Unit Holders will need to subject the income distributed from interest or profit<sup>1</sup> income of a RMMF which are exempted under Paragraph 35A of Schedule 6 to tax in its income tax returns and the attached tax credit i.e., the 24% WHT suffered will be available for set-off against the tax chargeable on the resident corporate Unit Holders.

For non-resident Corporate Unit Holders, the 24% WHT on income distributed from interest or profit<sup>1</sup> income of a RMMF which are exempted under Paragraph 35A of Schedule 6, is a final tax.

Any gains realised by Unit Holders (other than those in the business of dealing in securities, insurance companies or financial institutions) on the sale or redemption of the units are treated as capital gains and will not be subject to income tax. This tax treatment will include in the form of cash or residual distribution in the event of the winding up of the Fund.

Unit Holders electing to receive their income distribution by way of investment in the form of new units will be regarded as having purchased the new units out of their income distribution after tax.

Unit splits issued by the Fund are not taxable in the hands of Unit Holders.

We hereby confirm that the statements made in this report correctly reflect our understanding of the tax position under current Malaysian tax legislation. Our comments above are general in nature and cover taxation in the context of Malaysian tax legislation only and do not cover foreign tax legislation. The comments do not represent specific tax advice to any investors, and we recommend that investors obtain independent advice on the tax issues associated with their investments in the Fund.

Yours faithfully, for and on behalf of PRICEWATERHOUSECOOPERS TAXATION SERVICES SDN BHD

Jennifer Chang Partner

PricewaterhouseCoopers Taxation Services Sdn Bhd have given their written consent to the inclusion of their report as taxation adviser in the form and context in which they appear in this First Prospectus and have not, before the date of issue of the First Prospectus, withdrawn such consent.

<sup>5</sup> Resident companies with paid up capital in respect of ordinary shares of RM2.5 million and below and having an annual sale of not more than RM50 million will pay tax at 17% for the first RM600,000 of chargeable income with the balance taxed at 24% with effect from YA 2020.

With effect from YA 2009, the above shall not apply if more than -

- (a) 50% of the paid up capital in respect of ordinary shares of the company is directly or indirectly owned by a related company;
- (b) 50% of the paid up capital in respect of ordinary shares of the related company is directly or indirectly owned by the first mentioned company;
- (c) 50% of the paid up capital in respect of ordinary shares of the first mentioned company and the related company is directly or indirectly owned by another company.

"Related company" means a company which has a paid up capital in respect of ordinary shares of more than RM2.5 million at the beginning of the basis period for a YA.

<sup>&</sup>lt;sup>6</sup> Pursuant to Finance Act 2021, the income tax rate for a company (other than Micro, Small and Medium Enterprises) will be increased to 33% if a company has chargeable income exceeding RM100,000,000 in YA 2022.

# 13. Additional Information

#### **CONSENT**

The Trustee, Shariah Adviser and Trustee's delegate (custodian function) have given their consent for the inclusion of their names and statements in the form and context in which they appear in this prospectus and have not withdrawn such consent.

The tax adviser has given its consent for the inclusion of its name and tax adviser's letter in the form and context in which they appear in this prospectus and has not withdrawn such consent.

#### LODGING A COMPLAINT

1. To lodge a complaint or for an internal dispute resolution, you can contact our client services personnel.

(a) via phone to 603-2778 1000

(b) via email to cs.mv@eastspring.com

(c) via letter to Eastspring Investments Berhad

Level 22, Menara Prudential

Persiaran TRX Barat

55188 Tun Razak Exchange

Kuala Lumpur

2. Investor can contact the Federation of Investment Managers Malaysia's Complaints Bureau:

603-2092 3800 (a) via phone to (b) via fax to 603-2093 2700

(c) via email to complaints@fimm.com.my

(d) via online complaint form : www.fimm.com.my

available at

(e) via letter to Legal, Secretarial & Regulatory Affairs

Federation of Investment Managers Malaysia

19-06-1, 6th Floor, Wisma Tune

No. 19, Lorong Dungun Damansara Heights 50490 Kuala Lumpur

3. Should an individual or a sole proprietor investor be dissatisfied with the outcome of the internal dispute resolution process, he may refer his dispute to the Securities Industry Dispute Resolution Center (SIDREC) via the following modes. The individual or a sole proprietor investor may do so within 180 days of receiving the final answer from the Manager or after 90 days from filing the complaint (if there was no response from the Manager).

(a) via phone to 603-2282 2280 (b) via fax to 603-2282 3855 (c) via email to info@sidrec.com.my

(d) via letter to Securities Industry Dispute Resolution Center

> Unit A-9-1, Level 9, Tower A Menara UOA Bangsar No. 5, Jalan Bangsar Utama 1

59000 Kuala Lumpur

4. The investor can also direct his complaint to the SC even if he has initiated a dispute resolution process with SIDREC. To make a complaint, please contact the SC's Consumer & Investor Office:

(a) via phone to the Aduan 603-6204 8999 Hotline at (b) via fax to 603-6204 8991

(c) via email to aduan@seccom.com.my

(d) via online complaint form

www.sc.com.my available at

Consumer & Investor Office (e) via letter to

Securities Commission Malaysia

3 Persiaran Bukit Kiara

**Bukit Kiara** 

50490 Kuala Lumpur

# 14. 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:

- the Deed
- the current prospectus and supplemental or replacement prospectus, if any;
- · the latest annual and semi-annual reports of the Fund;
- each material contract disclosed in this prospectus and, in the case of contracts not reduced into writing, a memorandum which
  gives full particulars of the contracts;
- any report, letter or other document, valuation and statement by an 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;
- where applicable, the audited financial statements of the Manager and the Fund for the current financial year and for the last three (3) financial years or if less than three (3) years, from the date of incorporation or commencement;
- · writ and relevant cause papers for all material litigation and arbitration disclosed in this prospectus; and
- consents given by experts disclosed in this prospectus.

# 15. Compliance with Laws in Various Jurisdictions

In managing the Fund, the Manager may be obliged to comply with, observe or fulfil the requirements or expectations of the laws, regulations, orders, guidelines, codes, market standards and requests of or agreements with any public, judicial, tax, governmental or other regulatory authorities or self-regulatory bodies (the "Authorities" and each is an "Authority") in various jurisdictions relating to any matter in connection with the Fund and/or the Manager's business including without limitation, tax compliance, anti-money laundering, sanctions, anti-terrorism financing or the prevention and detection of crime (the "Applicable Requirements") which may be amended, promulgated or introduced from time to time.

In this connection, the Manager may take all reasonable steps to ensure compliance with and adherence to the Applicable Requirements subject to compliance with the relevant laws in Malaysia.

#### Disclosure of information to the Authorities

In complying with the Applicable Requirements and subject to the following, the Manager may be required to disclose any information relating to a Unit Holder and/or a Unit Holder's investments to any Authority, including without limitation:

- (a) the Unit Holder's account number, investment and redemption details, and the amount of income distribution paid to the Unit Holder:
- (b) if the Unit Holder is an individual, the name, nationality, address, tax identification number, and his U.S. Person or U.S. Indicia status (if applicable): and
- (c) if the Unit Holder is a corporation or any other type of entity, the name, registered office, business address, place of establishment, tax identification number, information of the management, substantial shareholders, legal and beneficial owners or controllers and its U.S. Person or U.S. Indicia status (if applicable).

If the Manager intends to disclose the information of a Unit Holder and/or a Unit Holder's investments to any Authority, the Manager will seek the prior consent of such Unit Holder (unless such consent has already been given by the Unit Holder in the subscription or application form or in any other subsequent document, or unless the relevant laws in Malaysia provide otherwise) whether by mail or such other mode of communication as it deems appropriate.

Such disclosure may be sent by the Manager, its delegates or related corporations, or any other entity as the Manager deems fit.

If the Manager requires any further information or documents for the purposes of its disclosure to an Authority, the Manager may request and a Unit Holder shall provide the Manager with such further information or documents within such time as may be reasonably required by the Manager.

Notwithstanding the above, if such disclosure becomes mandatory under the relevant laws in Malaysia, the Manager shall be entitled to make such disclosure to the Authority without the prior consent of, or any notification to, a Unit Holder.

#### **Updating of information by Unit Holder**

A Unit Holder shall provide his or her assistance as may be necessary (including, where required, providing the Manager with further information and documents relating to the Unit Holder, associated persons or affiliates and where the Unit Holder is a corporation or any other type of entity, further information and documents relating to its management, and legal and beneficial owners) to enable the Manager to comply with its obligations under the Applicable Requirements.

The Unit Holder will update the Manager in a timely manner of any change to any of the details previously provided to the Manager whether at the time of subscription or at any other times. In particular, it is very important that the Unit Holder notifies the Manager immediately if:

- (a) the Unit Holder is an individual, and there is a change in his or her nationality, he or she acquires additional nationality or citizenship, or changes in his or her tax residency; or
- (b) the Unit Holder is a corporation or any other type of entity, and there is a change in its registered office, business address, substantial shareholders or their details, legal and beneficial owners or controllers or their details.

If any of these changes occurs or if any other information comes to the Manager's attention concerning such changes, the Manager may be required to request certain documents or information from the Unit Holder. Such information and documents include but are not limited to duly completed and/or executed (and, if necessary, notarised) tax declarations or forms.

# Effect of non-compliance by Unit Holder

If:

- (a) a Unit Holder does not provide the Manager with the information or documents or any other assistance requested by the Manager in a timely manner;
- (b) a Unit Holder does not update the Manager in a timely manner of any change to any of the details previously provided to the Manager whether at the time of subscription or at any other times; or
- (c) any information or document provided by a Unit Holder is not up-to-date, accurate or complete such that the Manager is unable to comply with or adhere to the Applicable Requirements.

the Manager may continue to request for such information or document from the Unit Holder by letter, email, telephone or any other manner which the Manager may deem appropriate, or repurchase all the Units held by the Unit Holder by providing prior written notice to the Unit Holder of such repurchase if such repurchase is necessary, to ensure that the Manager is in compliance with the Applicable Requirements.

#### **Notice on Personal Data Protection**

All personal data of a Unit Holder contained in the subscription or application form and all and any further personal data collected in the course of the business relationship with the Manager may be processed by the Manager or its delegates and other related corporation, including those established outside Malaysia, the Trustee or its delegates and any other intermediaries related to the Fund. Such data shall be processed for the purposes of account opening and administration, anti-money laundering requirements, tax identification (including for the purpose of compliance with the Applicable Requirements), processing of transaction(s) and/or any other general business purposes (except for direct marketing and promotion of the Manager's other products and services) by the Manager.

For the purposes of the aforesaid notice, the term "personal data" shall have the same meaning prescribed in the Personal Data Protection Act 2010 ("the PDPA") and the term "processed" shall have the same meaning as "processing" as prescribed in the PDPA.

# 16. Directory of Sales Office

# **HEAD OFFICE**

Eastspring Investments Berhad Level 22, Menara Prudential Persiaran TRX Barat 55188 Tun Razak Exchange Kuala Lumpur

General tel: 603-2778 3888 General fax: 603-2789 7220 Client services tel: 603-2778 1000 Email: cs.my@eastspring.com Website: www.eastspring.com/my

# **SELANGOR**

Eastspring Investments Berhad A-17-P1 & M Block A, Jaya One 72A, Jalan Universiti 46200 Petaling Jaya Selangor

Tel: 603-7948 1288 Fax: 603-7948 1299

# SABAH

Eastspring Investments Berhad Suite E3, 9<sup>th</sup> Floor, CPS Tower Centre Point Sabah No. 1, Jalan Centre Point 88000 Kota Kinabalu Sabah

Tel: 6088-238 613 Fax: 6088-232 136