

# **Prospectus**



**MANAGER** 

#### **AHAM Asset Management Berhad**

(Formerly known as Affin Hwang Asset Management Berhad) Registration No.: 199701014290 (429786-T)

**TRUSTEE** 

TMF Trustees Malaysia Berhad

Registration No.: 200301008392 (610812-W)

This Prospectus is dated 28 April 2023.

The AHAM Shariah Gold Tracker Fund was constituted on 27 October 2020. The constitution date for the Fund is also the launch date of the Fund.

INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THIS PROSPECTUS. IF IN DOUBT, PLEASE CONSULT A PROFESSIONAL ADVISER. THIS IS A REPLACEMENT PROSPECTUS THAT REPLACES AND SUPERCEDES THE PROSPECTUS DATED 27 OCTOBER 2020 AND THE FIRST SUPPLEMENTAL PROSPECTUS DATED 5 NOVEMBER 2021. FOR INFORMATION CONCERNING CERTAIN RISK FACTORS WHICH SHOULD BE CONSIDERED BY PROSPECTIVE INVESTORS, SEE "RISK FACTORS" COMMENCING ON PAGE 7.



#### **Responsibility Statements**

This Prospectus has been reviewed and approved by the directors of AHAM Asset Management Berhad (formerly known as Affin Hwang Asset Management Berhad) ("AHAM") 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 AHAM, the management company 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.

#### **Additional Statements**

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

This Prospectus is not intended to and will not be issued and distributed in any country or jurisdiction other than in Malaysia ("Foreign Jurisdiction"). Consequently, no representation has been and will be made as to its compliance with the laws of any Foreign Jurisdiction. Accordingly, no issue or sale of Units to which this Prospectus relates may be made in any Foreign Jurisdiction or under any circumstances where such action is unauthorised.

The AHAM Shariah Gold Tracker Fund has been certified as Shariah-compliant by the Shariah Adviser appointed for the Fund.



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.

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# CORPORATE DIRECTORY

The Manager

AHAM Asset Management Berhad (formerly known as Affin Hwang Asset Management Berhad)

**Registered Office** 

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Kuala Lumpur

Tel No. : (603) 2142 3700 Fax No. : (603) 2140 3799

**Business Address** 

Ground Floor, Menara Boustead, 69 Jalan Raja Chulan,

50200 Kuala Lumpur Tel No. : (603) 2116 6000 Fax No. : (603) 2116 6100 Toll free line : 1-800-88-7080

E-mail: customercare@aham.com.my

Website: www.aham.com.my

The Trustee

**TMF Trustees Malaysia Berhad** 

**Registered Office and Business Address** 

10th Floor, Menara Hap Seng, No. 1 and 3, Jalan P. Ramlee,

50250 Kuala Lumpur Tel No. : (603) 2382 4288 Fax No. : (603) 2026 1451

E-mail: malaysia@tmf-group.com Website: www.tmf-group.com The External Fund Manager AllMAN Asset Management Sdn. Bhd. Registered Address

3<sup>rd</sup> Floor, Menara Boustead, 69 Jalan Raja Chulan

50200 Kuala Lumpur Tel No. : (603) 2142 3700 Fax No. : (603) 2027 5848

**Business Address** 

14<sup>th</sup> Floor, Menara Boustead, 69 Jalan Raja Chulan

50200 Kuala Lumpur Tel No.: (603) 2116 6156 Fax No.: (603) 2116 6150 E-mail: general@aiiman.com Website: www.aiiman.com

The Shariah Adviser Amanie Advisors Sdn. Bhd.

Level 13A-2, Menara Tokio Marine Life 189 Jalan Tun Razak, 50400 Kuala Lumpur

Tel No. : (603) 2161 0260 Fax No. : (603) 2161 0262

E-mail: info@amanieadvisors.com Website: www.amanieadvisors.com

# **ABBREVIATION**

**ETF** Exchange-traded Fund.

FiMM Federal of Investment Managers Malaysia.

IBA ICE Benchmark Administration Limited.

LBMA London Bullion Market Association.

MYR Ringgit Malaysia.

PHS Product Highlights Sheet.

SACSC Shariah Advisory Council of the SC.

SC Securities Commission Malaysia.

USD United States of America Dollar.

# **GLOSSARY**

the Act Means the Capital Markets and Services Act 2007 as originally enacted and amended

or modified from time to time.

**Affin Hwang IB** Means Affin Hwang Investment Bank Berhad.

Allocated Basis Means the allocation and physical segregation of Gold Bars belonging to the Target

Fund from precious metals and Gold belonging to others and the holding of such Gold Bars in the Target Fund Allocated Account, with a detailed list of weights and Assays,

where each Gold Bar is clearly identifiable by a unique serial number.

**Application** Means a Creation Application and/or a Redemption Application, as the case may be.

Application Fee Means the fee which will be payable by the Participating Dealer to the Target Fund

Manager (i) on each Creation Application and/or (ii) on each Redemption Application.

**Application Cancellation** 

Fee

Means the fee which may, at the discretion of the Target Fund Manager, be charged to the Participating Dealer and payable to the Target Fund Manager upon the

cancellation of each Application.

**Assay** Means a chemical test undertaken to determine the purity of a sample of Gold.

**the Board** Means the board of directors of the Manager.

**Benchmark of the Target** 

**Fund** 

Means the LBMA Gold Price AM.

**Bursa Securities** Means the stock exchange operated by the Bursa Malaysia Securities Berhad including

such other name as it may be amended from time to time.

**Business Day**Means a day on which Bursa Securities is open for trading. The Manager may declare

certain Business Days as non-Business Days when deemed necessary, such as in the

event of market disruption.

**Cash Component** Means the amount of cash to be received by the Participating Dealer (if any) in addition

to the Gold Bars in respect of an In-Kind Redemption.

Cash Creation Means the creation of units of the Target Fund in Creation Unit Block(s) in exchange

for the Subscription Amount delivered by the Participating Dealer pursuant to the

Creation Application.

Cash Redemption Means the redemption of existing units of the Target Fund in Redemption Unit Block(s)

delivered by the Participating Dealer in exchange for the Redemption Amount

pursuant to the Redemption Application.

Commencement Date Means the date on which sale of Units of the Fund is first made. The Commencement

Date is also the launch date of the Fund.

**Correlation** In respect of the Target Fund, means the degree to which the periodically measured

return of one investment resembles that of another investment. The performance of the Target Fund and the Benchmark of the Target Fund will vary somewhat due to,

among other things, Transaction Costs, market impact and timing variances.

**Creation Application** Means an application by the Participating Dealer (in accordance with the terms of the

Participating Dealer Agreement) to the Target Fund Manager for the creation and issue of new units of the Target Fund (in a Creation Unit Block or whole multiples thereof).

Creation Unit Block Means the quantity of units of the Target Fund as determined by the Target Fund

Manager from time to time and published on the Target Fund's website at

www.tradeplus.com.my.

Custodian Refers to Standard Chartered Bank, a company incorporated in England with limited

liability by Royal Charter and with Reference Number ZC 18, being the custodian appointed by the trustee of the Target Fund and any other custodian appointed by the trustee of the Target Fund from time to time in relation to the safe-keeping of the Gold

Bars.

**Custody Agreement** Means the Allocated Precious Metals Accounts Agreement between the trustee of the

Target Fund and the Custodian setting out the Target Fund's custody arrangements in relation to the safe custody of the Gold Bars as well as the terms and conditions for

the Target Fund Allocated Account with the Custodian.

**CVC Capital Partners Asia** 

Fund V

Means collectively (1) CVC Capital Partners Asia V L.P.; (2) CVC Capital Partners

Investment Asia V L.P.; and (3) CVC Capital Partners Asia V Associates L.P.

**Dealing Day** Means a day (excluding Saturdays, Sundays and public holidays) on which commercial

banks generally are open for business in London, Singapore and Kuala Lumpur and on

which the LBMA Gold Price AM is published by the LBMA.

**Deed** Refers to the Deed dated 15 May 2020 and the first supplemental deed dated 10

January 2023 entered into between the Manager and the Trustee and includes any

subsequent amendments and variations to the Deed.

**deposit(s)** Has the same meaning as per the definition of "deposit" in the Financial Services Act

2013 and "Islamic deposit" in the Islamic Financial Services Act 2013. For the avoidance

of doubt, it shall exclude structured deposits.

External Fund Manager /

AIIMAN

Refers to AIIMAN Asset Management Sdn. Bhd.

Financial Institution(s) Means (1) if the institution is in Malaysia –

(i) Licensed Bank;

(ii) Licensed Investment Bank; or

(iii) Licensed Islamic Bank; or

(2) if the institution is outside Malaysia, any institution that is licensed, registered, approved or authorised by the relevant banking regulator to

provide financial services.

Forward Pricing Means the price of a Unit that is the NAV per Unit calculated at the next valuation point

after a purchase request or a repurchase request, as the case may be, is received by

the Manager.

the Fund Refers to AHAM Shariah Gold Tracker Fund (formerly known as Affin Hwang Shariah

Gold Tracker Fund).

Gold Means the metallic element Gold, symbol Au on the periodic table of elements with

atomic number 79.

Gold Bars Means a 1 kg Gold bar or Gold bars of such other sizes as the Target Fund Manager

shall determine all of minimum fineness of 99.5% Gold and obtained from an

accredited refiner on the LBMA Good Delivery List.

Gold Provider Means Standard Chartered Bank, a company incorporated in England with limited

liability by Royal Charter and with Reference Number ZC 18 or such other Gold provider

as appointed by the Target Fund Manager from time to time.

**Gold Provider Agreement** Means the Master Gold Sale and Purchase Agreement entered into between the Target

Fund Manager, the trustee of the Target Fund and the Gold Provider whereby the Gold Provider, inter alia, agrees to buy and sell Gold Bars from and to the trustee of the

Target Fund on behalf of the Target Fund.

Guidelines Refers to the Guidelines on Unit Trust Funds issued by the SC and as may be amended from time to time. **In-Kind Redemption** Means the redemption of existing units of the Target Fund in Redemption Unit Block(s) delivered by the Participating Dealer in exchange for the Redemption Basket. **Issue Price** Means the price per unit of the Target Fund at which units of the Target Fund are from time to time issued, based on the net asset value per unit of the Target Fund and which shall be ascertained in accordance with the provisions of the Target Fund's prospectus. **Institutional Unit Trust** Means institutional unit trust schemes advisers, which is a corporation that is Scheme Advisers (IUTA) registered with the FiMM and authorised to market and distribute unit trust funds. **LBMA Gold Price AM** Means the morning (a.m.) fixing price for Gold Bars per Troy Ounce quoted in USD by IBA in London and published usually before 11.00 a.m. (London time). The price available on Bloomberg is given by the ticker "GOLDLNAM Index". **LBMA Good Delivery List** Means list of accredited refiners of Gold Bars published by the LBMA (as amended from time to time) whose bars meet the required standards of the LBMA. Licensed Bank Means a bank licensed under the Financial Services Act 2013. **Licensed Investment Bank** Means an investment bank licensed under the Financial Services Act 2013. Licensed Islamic Bank Means an Islamic bank licensed under the Islamic Financial Services Act 2013. LPD Means 15 January 2023 and is the latest practicable date whereby the information disclosed in this Prospectus shall remain relevant and current as at the date of issue of this Prospectus. Manager / AHAM Means AHAM Asset Management Berhad (formerly known as Affin Hwang Asset Management Berhad). **Master Licence Agreement** Means the agreement entered into between IBA and the Target Fund Manager dated 29 September 2017 and any licensing conditions for using the Benchmark of the Target Fund, including contingency plans in the event of cessation of the availability of the Benchmark of the Target Fund. **Net Asset Value or NAV** Means the value of all the assets of the Fund less the value of all the liabilities of the Fund at a valuation point. **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. **Participating Dealer** Means Affin Hwang IB and Malacca Securities Sdn Bhd, and shall include any other eligible dealer who enters into a Participating Dealer Agreement in the form and substance acceptable to the Target Fund Manager and the trustee of the Target Fund. **Participating Dealer** Means the agreement entered into between the Participating Dealer, the Target Fund **Agreement** Manager and the trustee of the Target Fund setting out, amongst others, the arrangement in respect of the creation and issue of units of the Target Fund and the redemption and cancellation of units of the Target Fund. **Prospectus** Means this prospectus and includes any supplemental or replacement prospectus, as the case may be. **Redemption Amount** Means the cash sum to be delivered to the Participating Dealer in respect of a Cash Redemption equivalent to the Redemption Price multiplied by the number of units of the Target Fund to be redeemed. Means an application by the Participating Dealer (in accordance with the terms of the **Redemption Application** Participating Dealer Agreement) to the Target Fund Manager to redeem existing units of the Target Fund either by way of a Cash Redemption or an In-Kind Redemption. **Redemption Basket** Means the amount of Gold Bars and the Cash Component (if any) determined by the Target Fund Manager that will be received by the Participating Dealer (in the case where it is redeeming units of the Target Fund for its own account) and/or the investors (in the case where redemptions are being effected by the Participating Dealer on behalf of the investors) upon an In-Kind Redemption of units of the Target Fund.

**Redemption Price** Means the price per unit of the Target Fund at which units of the Target Fund are from

> time to time redeemed, based on the net asset value per unit of the Target Fund, and which shall be ascertained in accordance with the provisions of the Target Fund's

prospectus.

**Redemption Unit Block** Means the quantity of units of the Target Fund as determined by the Target Fund

Manager from time to time and published on the Target Fund's website at

www.tradeplus.com.my.

**Repurchase Charge** Means a charge imposed pursuant to a repurchase request.

**Repurchase Price** Means the price payable to you by us for a Unit pursuant to a repurchase request and it

shall be exclusive of any Repurchase Charge.

**Sales Charge** Means a charge imposed pursuant to a purchase request.

**Selling Price** Means the price payable by you for us to create a Unit in the Fund and it shall be

exclusive of any Sales Charge.

**Shariah** Means Islamic law, originating from the Qur'an (the holy book of Islam), and its

> practices and explanations rendered by the prophet Muhammad (pbuh) and ijtihad of ulamak (personal effort by qualified Shariah scholars to determine the true ruling of

the divine law on matters whose revelations are not explicit).

**Shariah Adviser** Refers to Amanie Advisors Sdn. Bhd.

**Special Resolution** Means a resolution passed at a meeting of Unit Holders duly convened in accordance

with the Deed by a majority of not less than three-fourths (3/4) of the Unit Holders present and voting at the meeting in person or by proxy; for the avoidance of doubt, "three-fourths (3/4) of the Unit Holders present and voting" means three-fourths (3/4) of the votes cast by the Unit Holders present and voting; for the purposes of terminating the Fund, "Special Resolution" means a Special Resolution passed at a meeting of Unit Holders duly convened in accordance with the Deed by a majority in number representing at least three-fourths (3/4) of the value of the Units held by the

Unit Holders present and voting at the meeting in person or by proxy.

**Sub-Custodian** Refers to Malca-Amit Commodities Ltd, a company incorporated in the United

> Kingdom and appointed by the Custodian as its delegate, for the safe-keeping of the Gold Bars of the Target Fund at the secured vault premises operated by the Sub-Custodian in Singapore, or such other sub-custodian as appointed by the Custodian

from time to time.

**Subscription Amount** Means the cash sum to be delivered by the Participating Dealer in respect of a Cash

Creation equivalent to the Issue Price multiplied by the number of units of the Target

Fund to be applied for.

Means TradePlus Shariah Gold Tracker. **Target Fund** 

**Target Fund Allocated** 

Account

Means an allocated Gold account opened and maintained by the Custodian specifically

for the Target Fund.

**Target Fund Assets** Means all the assets (including cash) of the Target Fund for the time being held or

deemed to be held upon trust by, or under delegated authority from the trustee of the

Target Fund pursuant to the deed of the Target Fund.

**Target Fund Manager** Means AHAM.

**Transaction Cost** Means, in relation to any particular transaction or dealing, all stamp and other duties,

> taxes, government charges, brokerage, bank charges, transfer fees, registration fees, transaction levies, costs of assay, insurance, import duties and other duties and charges whether in connection with the constitution of the Target Fund, the Target Fund's deposited Gold Bars or the increase or decrease of the Target Fund Assets (other than income) or the creation, issue, transfer, cancellation or redemption of units of the Target Fund or the acquisition or disposal of Gold Bars or otherwise which may have become or may be payable in respect of, and whether prior to, upon or after the

Troy Ounce	Means the traditional unit of weight used for precious metals, equal to 31.1034768 grams.
Trustee	Refers to TMF 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 and means a unit of the Fund.
Units in Circulation	Means Units created and fully paid for and which has not been cancelled.  It is also the total number of Units issued at a particular valuation point.
Unit Holder(s), investor(s), you	Means the person / corporation registered as the holder of a Unit or Units including persons jointly registered.

# Note:

Reference to first person pronouns such as "we", "us" or "our" in this Prospectus means the Manager/AHAM.

# **RISK FACTORS**

This section provides you with the information on the risks associated when investing in the Fund.

#### GENERAL RISKS OF THE FUND

#### Fund Management Risk

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

#### Capital and Returns Not Guaranteed

You should be aware that by investing in the Fund, there is no guarantee of any returns or capital appreciation. Unlike fixed deposits placed directly by the investors into any financial institutions which carry a specific rate of return, this Fund does not provide a fixed rate of return. There is no guarantee that you will enjoy any capital appreciation or will not experience any loss of capital invested in the Fund.

#### Inflation Risk

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

#### Financing Risk

This risk occurs when you take a financing to finance your investment. The inherent risk of investing with financed money includes you being unable to service the financing payments. In the event Units are used as collateral, you may be required to top-up your existing instalment if the prices of Units fall below a certain level due to market conditions. Failing which, the Units may be sold at a lower NAV per Unit as compared to the NAV per Unit at the point of purchase towards settling the loan.

#### Operational Risk

This risk refers to the possibility of a breakdown in our internal controls and policies. The breakdown may be a result of human error, system failure or fraud where our employees collude with one another. This risk may cause monetary loss and/or inconvenience to you. We will regularly review our internal policies and system capability to mitigate this risk. Additionally, we maintain a strict segregation of duties to mitigate instances of fraudulent practices amongst our employees.

#### > 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. Such exceptional circumstances may occur when, amongst others, the trading of the Target Fund units on Bursa Securities is suspended or delisted. 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. Hence, their investments will continue to be subject to the risks inherent to the Fund.

#### SPECIFIC RISKS OF THE FUND

Specific risks relating to the Fund are as below:

#### Concentration Risk

As a feeder fund, this Fund invests in a single collective investment scheme. Any adverse effect on the Target Fund will inevitably affect the Fund as well. The performance of the Fund is also dependent on the performance of the Target Fund. This risk may be mitigated as we are allowed to take temporary defensive positions in response to adverse market conditions.

#### Liquidity risk

Liquidity risk refers to the risk that units of the Target Fund cannot be sold due to unavailability of buyers for such units or restriction on realisation of units of the Target Fund. This will have the effect of causing the investment to be sold below its fair value which would adversely affect the NAV of the Fund and subsequently the value of Unit Holders' investments in the Fund. In order to mitigate such risk, we will maintain sufficient liquidity level for the purposes of meeting redemption requests.

#### Counterparty Risk

Counterparty risk concerns the Fund's investment in Islamic derivatives ("Investments"). Counterparty risk is prevalent as the potential returns derived from the Investments are dependent on the ongoing ability and willingness of the issuer i.e a Financial Institution to fulfill their respective financial commitments in a timely manner. Bankruptcy, fraud or regulatory non-compliance arising out of and/or in connection with the issuer may impair the operations and/or the performance of the Fund. However, we will conduct stringent credit selection process of the issuer of the Investments prior to commencement of Investments and monitoring mechanisms established by us may potentially mitigate this risk. If, we are of the opinion there is material adverse change to an issuer, we may consider unwinding the issuer's Investments to mitigate potential losses that may arise.

#### Legal and Regulatory Risk

The Fund must comply with regulatory constraints or changes in the laws affecting it or its investment restrictions which might require a change in the investment policy and objective followed by the Fund. Furthermore, such changes in the laws may have an impact on the market sentiment which may in turn affect the performance of the Fund. It is impossible to predict whether such impact caused by any change in the law will be positive or negative for the Fund. In the worst case scenario, a Unit Holder may lose all his investments in the Fund.

#### Related Party Transaction Risk

The Fund invests in AHAM's collective investment scheme and may also have dealings with parties related to AHAM. Nevertheless, it is our policy that all transactions with related parties are to be executed on terms which are best available to the Fund and which are not less favourable to the Fund than an arms-length transaction between independent parties.

#### > Reclassification of Shariah-status Risk

This risk refers to the risk that the currently held Shariah-compliant instruments in the Fund may be reclassified to be Shariah non-compliant in the periodic review of the securities by the SACSC, the Shariah Adviser or the Shariah boards of the relevant Islamic indices (if applicable). If this occurs, we will take the necessary steps to dispose of such instruments. There may be opportunity loss to the Fund due to the Fund not being allowed to retain the excess capital gains derived from the disposal of the Shariah non-compliant instruments. We will be required to dispose of these instruments immediately if the prices are above the purchase price. Should the prices be below the purchase price, we may choose to hold on to these holdings until the prices meet the purchase price. Nevertheless, should we decide to dispose of these instruments below the purchase price, the Fund will be faced with the risk of realising its losses, thus negatively impacting the NAV of the Fund. Please refer to "Shariah Investment Guidelines" of this Prospectus on the Fund's Shariah methodology on the treatment of gains and losses as a result of the reclassification of Shariah non-compliant instruments.

#### > Shariah non-compliance risk

As the Fund can only invest in Shariah-compliant investments, there is always a risk that losses may be suffered by the Fund when the Manager is forced to dispose investments to rectify any Shariah non-compliance. This risk is mitigated through the appointment of the Shariah Adviser, who will be responsible to ensure that the Fund is managed and administered in accordance with Shariah requirements.

Specific risks relating to the Target Fund are as below:

#### Fluctuations in Price of Gold Bars

As the Target Fund is designed to closely track the Gold price, the net asset value of the Target Fund is closely related to the value of Gold and will change with the fluctuations in the market value of the Gold Bars it holds. The price of the units of the Target Fund may go down as well as up following a fluctuation in the Gold price that may be affected by numerous factors beyond the control of the Target Fund Manager and the trustee of the Target Fund. The factors that may affect the price of Gold, among other things, include:-

- (a) market expectation with respect to the future rates of inflation and interest.
- (b) global or regional political, economic, or financial events and situations such as the possibility of large scale distress sales of Gold in times of crisis may have a short term negative impact on the price of Gold and adversely affect an investment in the units of the Target Fund.
- (c) global Gold supply and demand.
- (d) investment and trading activities of speculators.

#### Currency Risk

The Target Fund's base currency and its investments are denominated in USD. However, units of the Target Fund are traded on the secondary market in MYR. As such, the trading price of the units of the Target Fund in the secondary market will be exposed to fluctuations in the exchange rate of MYR against USD.

As the investment in Gold is valued in USD, the net asset value of the Target Fund published in MYR is translated to MYR terms by multiplying the net asset value of the Target Fund in USD with the USD/MYR exchange rate at any given valuation point. Should the USD currency appreciate against the MYR at a given valuation point, and if Gold price in USD remains the same, the net asset value of the Target Fund in MYR will also increase as a result of the currency appreciation. On the other hand, should the MYR appreciate against the USD at a given valuation point, the net asset value of the Target Fund in MYR will decrease if Gold price in USD remains the same.

#### Tracking Error Risk

There may not be perfect Correlation between the net asset value of the Target Fund with the Benchmark of the Target Fund. Factors such as fees and expenses of the Target Fund, Transaction Costs and rounding off of Gold Bar prices may affect the Target Fund Manager's ability to achieve close Correlation with the LBMA Gold Price AM.

#### > Risks Related to the Benchmark of the Target Fund

- (a) The valuation of Gold Bars is based upon the LBMA Gold Price AM. There may be errors, omissions or mistakes in the calculation of the LBMA Gold Price AM, causing inaccuracies in the valuation of the Target Fund. The Target Fund Manager and the trustee of the Target Fund are not responsible or involved in the compilation or calculation of the LBMA Gold Price AM and thus cannot be held responsible or liable for any inaccuracies, errors, omissions or mistakes in such compilation or calculation. The LBMA and IBA also accept no liability or responsibility for the accuracy of the prices, the Target Fund or otherwise in connection with the investors' reliance on the published prices or their subsequent use.
- (b) The Target Fund Manager has been granted a licence (the "Licence") by IBA to use the LBMA Gold Price AM and to use certain tradenames and trademarks associated with the Benchmark of the Target Fund. The Target Fund Manager is unlikely to be able to fulfil the investment objective of the Target Fund in the event that the Licence is terminated or if the Target Fund is unable to use the LBMA Gold Price AM for any reason whatsoever. The Licence is valid until terminated in accordance with the terms of the Licence.

#### Passive Investment Management

The Target Fund holds or invests in Gold Bars, regardless of its investment merits and is not actively managed. This means that the Target Fund Manager does not attempt to outperform the Benchmark of the Target Fund and will not be trading i.e. buying in anticipation of an increase in the price of Gold and selling in anticipation of a decrease in the price of Gold. The Target Fund Manager does not attempt to select other commodities or precious metals or to take defensive positions in declining markets. Investors of the Fund should note that the lack of discretion on the part of the Target Fund Manager to adapt to market changes due to the inherent passive nature of the Target Fund will mean that falls in the LBMA Gold Price AM are expected to result in corresponding falls in the value of the units of the Target Fund. Investors of the Fund may lose a significant part of their respective investments if the LBMA Gold Price AM falls.

#### Concentration Risk

The Target Fund is concentrated in a particular commodity, i.e. Gold. As such, the value of the Target Fund may likely be more susceptible to and may be adversely affected by the performance of industries, or sectors, or events that are related to Gold and to its production and sale as well as fluctuations in the price of Gold.

#### Minimum Redemption Size

Units of the Target Fund can only be redeemed in a Redemption Unit Block (or whole multiples thereof). When the Fund does not hold Redemption Unit Blocks, it will only be able to realise the value of its units in the Target Fund by selling the units on Bursa Securities at the trading market prices. The market prices of units of the Target Fund traded on Bursa Securities may deviate from the net asset value per unit of the Target Fund.

#### Custodian Risks

#### (a) Insolvency Risk of Custodian

The Target Fund's Gold Bars with the Custodian are required to be maintained by the Custodian on an Allocated Basis (i.e. the Target Fund will rely upon the Custodian properly allocating the Gold Bars) and, if the Custodian becomes insolvent, the Target Fund's Gold Bars should be protected. Accordingly, even if the Custodian's assets may not be adequate to satisfy the claims of its creditors, the Target Fund Assets should be segregated and recoverable. However, there is still a risk of delay and costs incurred in identifying any Gold Bars held in an allocated account.

In the event that the Custodian fails to fulfill its obligations to allocate the Target Fund's Gold Bars or has done so incorrectly, the Target Fund's Gold Bars will not be segregated from the Custodian's assets and the Target Fund would rank as an unsecured creditor in respect of such unallocated Gold Bars in the event of the Custodian's insolvency. In such event the Custodian's assets may not be adequate to meet the Target Fund's claim in respect of its Gold Bars.

The insolvency of the Custodian could also result in a freezing of the assets of the Custodian by the liquidator and although the Target Fund's Gold Bars will be protected there may be costs and expenses incurred in connection with asserting and proving the Target Fund's claim to such Gold Bars; there may also be delays in the creation and redemption of units of the Target Fund arising therefrom.

#### (b) Loss or Damage and Limited Access to Gold Bars

There is a risk that some or all of the Target Fund's Gold Bars held by the Custodian (or its delegate) on behalf of the Target Fund could be lost, damaged or stolen. Access to the Target Fund's Gold Bars could also be restricted by natural events (such as an earthquake) or human actions (such as a terrorist attack). Any of these events may adversely affect the operations of the Target Fund and, consequently, an investment in the units of the Target Fund.

#### (c) Limitation of Liability of Custodian

The liability of the Custodian is limited under the Custody Agreement between the trustee of the Target Fund and the Custodian.

#### (d) Limited Resources of Custodian

If the Target Fund's Gold Bars are lost, damaged, stolen or destroyed under circumstances rendering the Custodian liable to the Target Fund, the Custodian may not have the financial resources sufficient to satisfy the Target Fund's claim. For example, as to a particular event of loss, the only source of recovery for the Target Fund might be limited to the Custodian or, to the extent identifiable, other responsible third parties (e.g. a thief, or a terrorist), any of which may not have the financial resources (including liability insurance coverage) to satisfy a valid claim of the Target Fund.

#### (e) Limited Monitoring of Custodian

The ability of the trustee of the Target Fund to monitor the performance of the Custodian may be limited since, under the terms of the Custody Agreement, the trustee of the Target Fund has only limited rights to visit the premises of the Sub-Custodian for the purpose of examining the Target Fund's Gold Bars and the records maintained by the Custodian in relation thereto.

#### > Insufficient Sources of Recovery if Target Fund Assets are Lost, Damaged, Stolen or Destroyed

The Target Fund will not obtain insurance coverage to insure its Gold Bars and will be relying on the insurance coverage obtained by the Custodian which will be maintained by the Custodian at the amounts as agreed in the Custody Agreement and on such terms and conditions as it considers appropriate. Insurance coverage will be in respect of theft or damage for the full value of Gold Bars. Delivery of Gold Bars to the Custodian and receipt by it of Gold Bars from any other Gold provider is on a "said to contain" basis which means the Custodian will accept Gold Bars on an "as-is" basis. This means that any insurance cover may not pay the actual value of any Gold Bars lost or destroyed. Accordingly, the trustee of the Target Fund does not have the ability to dictate the existence, nature or amount of coverage. It is therefore possible that the Custodian may not maintain full insurance cover with respect to the Gold Bars held by the Custodian on behalf of the Target Fund. Consequently, a loss may be suffered with respect to the Target Fund's Gold Bars which is not covered by insurance.

Although the trustee of the Target Fund has overall responsibility for custody of the Target Fund Assets, all Gold Bars are safekept by the Custodian and the Custodian assumes responsibility for the safety of, and loss and damage of the Gold Bars properly delivered to, and held in custody by it.

#### Reliance on the Gold Provider

The Gold Provider is the sole provider of the Gold Bars to the Target Fund. As neither the trustee of the Target Fund nor the Target Fund Manager is an approved weigher and assayer of Gold, the trustee of the Target Fund and the Target Fund Manager will rely upon the Gold Provider to deliver Gold Bars that meet the minimum standards required by the Target Fund. The trustee of the Target Fund and the Target Fund Manager will not independently confirm the fineness, weight or conformity of the Gold Bars with LBMA's required standards.

In an effort to mitigate the risk to the Target Fund in respect of the quality of Gold Bars provided by the Gold Provider, the trustee of the Target Fund and the Target Fund Manager are also parties to the Gold Provider Agreement and have obtained warranties from the Gold Provider in respect of the Gold Bars to be delivered to the Target Fund Manager for a creation of units of the Target Fund.

In addition, there is a risk that if the Gold Provider terminates the sale and purchase of Gold Bars or for any other reason, such as insolvency or default, the Gold Provider is not able to act as the Gold Provider and no replacement gold provider is appointed, no further creations and redemptions will be effected. Further, the Target Fund will not be able to sell Gold Bars to meet ongoing operating expenses and liquidity requirements of the Target Fund.

#### Sale of Gold Bars to Pay Target Fund's Expenses

The Target Fund Manager may sell Gold Bars held by the Target Fund to pay the Target Fund's expenses on an asneeded basis irrespective of then-current Gold prices. As the Target Fund is not actively managed and no attempt will be made to buy or sell Gold Bars to protect against or to take advantage of fluctuations in the price of Gold, the Target Fund's Gold Bars may be sold at a time when the Gold price is low, resulting in a negative effect on the value of the units of the Target Fund.

Further, the amount of Gold Bars represented by each unit of the Target Fund will gradually decline over time as a result of the sale of Gold Bars. Consequently, the net asset value of the Target Fund is expected to gradually decline if Gold price remains constant. Investors of the Fund should be aware that the gradual decline in the amount of Gold Bars represented by the units of the Target Fund will occur regardless of whether the net asset value of the Target Fund rises or falls in response to changes in the price of Gold Bars.

#### Limited Recourse by Unit holders of the Target Fund

The investors of the Fund's recourse against the Target Fund, the trustee of the Target Fund and the Target Fund Manager under Malaysian law may be limited. The investors of the Fund will not have any recourse against the Custodian and the Gold Provider. Neither the investors of the Fund nor the Participating Dealer has a right under the Custody Agreement to assert a claim of the trustee of the Target Fund against the Custodian in respect of the Target Fund Assets, and claims under the Custody Agreement may only be asserted by the trustee of the Target Fund on behalf of the Target Fund.

#### **RISK MANAGEMENT**

In our day-to-day running of the business, we employ a proactive risk management approach to manage portfolio risks, operational risks and liquidity risks. The Board has established a board compliance and risk management committee to oversee AHAM's risk management activities both at operational level and at portfolio management level to ensure that the risk management process is in place and functioning. The board compliance and risk management committee comprises of at least three Board members and is chaired by an independent director. At the operational level, we have established a compliance and risk oversight committee with the primary function of identifying, evaluating and monitoring risks as well as to formulate internal control measures to manage and mitigate the exposure to risks that may affect the performance of the Fund, returns to the investors or Unit Holders' interest within a clearly defined framework and is primarily responsible for ensuring that the policies and procedures that have been implemented are reviewed on an on-going basis with periodic assessments. The compliance and risk oversight committee reports to the board compliance and risk management committee on a quarterly basis.

As the Fund will be investing a minimum of 85% of its NAV in one collective investment scheme, the risk management of the Fund will largely be held at the level of the collective investment scheme that the Fund is investing in.

To manage non-compliance risks, we use information technology system that is able to monitor the trading of investment to ensure compliance with the Fund's investment limits and restrictions. These limits are system-controlled and not manually tracked, thus reducing the probability of human error occurring in ensuring the Fund's limits and restrictions are adhered to. We also undertake stringent evaluation of movements in market prices and regularly monitor, review and report to the person(s) or members of a committee undertaking the oversight function of the Fund to ensure that the Fund's investment objective is met. Regular portfolio reviews by senior members of the investment team further reduce the risk of implementation inconsistencies and guidelines violations.

We will also have in place a credit rating evaluation and credit risk management process to reduce counterparty risk of derivatives to ensure they are able to meet their contractual obligations. It is important to note that an event of downgrade does not constitute a default. If we view that the downgrade in the rating of the counterparty may lead to high credit risk, we will not hesitate to take pre-emptive measures to unwind these positions.

We will also closely monitor the performance of the underlying investments of the Fund by looking at the collective investment scheme's standard deviation, tracking error and measures of excess return. The data obtained will be reviewed on a quarterly basis, or as and when extreme market conditions or price movement in the collective investment scheme occurs.

#### **Liquidity Risk Management**

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 repurchase requests from the Unit Holders with minimal impact to the Fund as well as safeguarding the interests of the remaining Unit Holders. Such policies take 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:

- a) The Fund may hold a maximum of 15% of its NAV in Islamic money market instruments and/or Islamic deposits. This will allow the Fund to have sufficient buffer to meet the Unit Holders' repurchase request;
- b) Regular review by the designated fund manager on the Fund's investment portfolio including its liquidity profile;
- c) Daily monitoring of the Fund's net flows and periodic liquidity stress testing of the Fund's assets against repurchase requests 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 able to take the necessary action proactively to address any liquidity concerns, which would mitigate the potential risks in meeting Unit Holders' repurchase requests; and
- d) Suspension of repurchase requests from the Unit Holders under exceptional circumstances where the market value or fair value of a material portion of the Fund's assets cannot be determined. Such exceptional circumstances may occur when, amongst others, the trading of the Target Fund units on Bursa Securities is suspended or delisted. During the suspension period, the repurchase requests from the Unit Holders will be accepted but will not be processed. Such repurchase requests will be processed 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 having considered the best interests of Unit Holders.
- It is important to note that events affecting the investments cannot always be foreseen. Therefore, it is not possible to protect investments against all risks. You are recommended to read the whole Prospectus to assess the risks associated to the Fund. If necessary, you should consult your professional adviser(s) for a better understanding of the risks.

# ABOUT AHAM SHARIAH GOLD TRACKER FUND

Fund Category : Feeder fund
Fund Type : Growth
Base Currency : MYR
Financial Year End : 30 April

**Distribution Policy** : The Fund is not expected to make distribution. However, incidental distribution may

be declared whenever is appropriate.

Deed(s) : Deed dated 15 May 2020 and the first supplemental deed dated 10 January 2023.

#### **INVESTMENT OBJECTIVE**

The Fund aims to provide investors with investment results that closely track the performance of Gold price.

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

#### BENCHMARK

#### LBMA Gold Price AM

Source: www.lbma.org.uk, www.theice.com and www.tradeplus.com.my

Kindly note that the benchmark of the Fund is the same as the Benchmark of the Target Fund.

#### ASSET ALLOCATION

- > A minimum of 85% of the Fund's NAV will be invested in the Target Fund; and
- A maximum of 15% of the Fund's NAV will be invested in Islamic money market instruments and/or Islamic deposits.

#### INVESTMENT STRATEGY

The Fund will be investing a minimum of 85% of the Fund's NAV in the Target Fund and a maximum of 15% of the Fund's NAV in Islamic money market instruments and/or Islamic deposits.

The Fund may invest in Islamic derivatives such as, Islamic forward contracts and Islamic swaps to hedge the foreign exchange movements between the Fund and the Target Fund. While the hedging strategy will reduce the potential foreign exchange losses by the Fund, any potential gains from the hedging strategy will be capped as well.

The Fund adopts commitment approach to measure the Fund's global exposure to Islamic derivatives. The commitment approach is a methodology that aggregates the underlying market values or notional values of Islamic derivatives after taking into account the possible effects of netting and/or hedging arrangements. The Fund's global exposure from the Islamic derivatives position must not exceed 100% of NAV of the Fund at all times.

While the Fund is managed passively, the Manager will ensure that the Fund has sufficient liquidity to meet the repurchase requests made by Unit Holders.

The Manager holds the option to take temporary defensive positions that may be inconsistent with the Fund's principal strategy and asset allocation to protect the Fund against adverse market conditions that may impact the financial markets. To manage the risk of the Fund, the Manager may shift the Fund's asset to be temporarily invested in Islamic money market instruments or Islamic deposits.

#### **Cross Trades Policy**

AHAM may conduct cross trades between funds which it is currently managing provided that all criteria imposed by the regulators are met. Notwithstanding the above, cross trades between the personal account of an employee of AHAM and the Fund's account(s) and between AHAM's proprietary trading accounts and the Fund's account(s) are strictly prohibited. Compliance with the criteria would be monitored by AHAM's compliance unit, and reported to AHAM's compliance and risk management committee, to avoid conflicts of interests and manipulation that could have a negative impact on investors.

#### PERMITTED INVESTMENTS

- Units/shares in an Islamic collective investment scheme;
- Islamic money market instruments;
- Islamic deposits;
- Islamic derivatives; and
- Any other form of Shariah-compliant investments as may be permitted by the SC and/or Shariah Adviser from time to time which is in line with the objective of the Fund.

#### INVESTMENT RESTRICTIONS AND LIMITS

- > The Fund's assets must be relevant and consistent with the investment objective of the Fund.
- The Fund must not invest in:
  - (i) a fund-of-funds;
  - (ii) a feeder fund; and
  - (iii) any sub-fund of an umbrella scheme which is a fund-of-funds or a feeder fund.
- Where the Fund invests in a fund operated by us, i.e. the Target Fund, we will ensure that:-
  - (i) there is no cross-holding between the Fund and the Target Fund;
  - (ii) all initial charges on the Target Fund is waived; and
  - (iii) the management fee must only be charged once, either at the Fund or the Target Fund.
- > The value of the Fund's investment in Islamic money market instruments issued by any single issuer must not exceed 15% of the Fund's NAV.
- The aggregate value of the Fund's investments in, or exposure to, a single issuer through Islamic money market instruments, Islamic deposits, underlying assets of Islamic derivatives, and counterparty exposure arising from the use of over-the-counter ("OTC") Islamic derivatives must not exceed 25% of the Fund's NAV.
- > The value of the Fund's investments in Islamic money market instruments issued by any group of companies must not exceed 20% of the Fund's NAV.
- ➤ The Fund's investments in Islamic money market instruments shall not exceed 10% of the instruments issued by any single issuer. This limit does not apply to money market instruments that do not have a predetermined issue size.
- The value of the Fund's placements in Islamic deposits with any single Financial Institution shall not exceed 20% of the Fund's NAV ("Single Financial Institution Limit").

The Single Financial Institution Limit does not apply to placements of Islamic deposits arising from:

- (i) Subscription monies received prior to the commencement of investment by the Fund;
- (ii) 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
- (iii) 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;

- > The Fund's global exposure from its Islamic derivatives position should not exceed the Fund's NAV at all times.
- > For investments in Islamic derivatives:-
  - (i) The exposure to the underlying assets must not exceed the investment restrictions or limitations applicable to such underlying assets and investments as stipulated in the Guidelines; and
  - (ii) The value of the Fund's OTC Islamic derivative transaction with any single counter-party shall not exceed 10% of the Fund's NAV.
- For investments in a physically-backed metal ETF, the physically-backed metal ETF must meet the following criteria:
  - (i) The assets of the physically-backed metal ETF, i.e. the physical metal, is held in trust and is segregated from the assets of the manager, sponsor, trustee or custodian; and
  - (ii) The physically-backed metal ETF adopts a passive management strategy with the objective of tracking the price of the metal.

Please note that the above limits and restrictions, do not apply to securities or instruments issued or guaranteed by the Malaysian government or Bank Negara Malaysia.

In respect of the above investment restrictions and limits, any breach as a result of any (a) appreciation or depreciation in value of the Fund's investments; or (b) repurchase of Units or payment made out of the Fund must be rectified as soon as practicable within three months from the date of the breach unless otherwise specified in the Guidelines. Nevertheless, the three-month period may be extended if it is in the best interests of Unit Holders and the Trustee's consent has been obtained. Such extension must be subject to at least a monthly review by the Trustee.

#### **SHARIAH INVESTMENT GUIDELINES**

The Fund will only invest in a Shariah-compliant Target Fund. The Manager will provide the Shariah Adviser with the prospectus and fatwas (where applicable) of the Target Fund for the Shariah Adviser's endorsement.

#### 1. Islamic Money Market Instruments

For investment in Islamic money market, the Fund may acquire any Islamic money market instruments based on the data available at:

- Bond Info Hub (<u>www.bondinfo.bnm.gov.my</u>)
- Fully Automated System for issuing/tendering (https://fast.bnm.gov.my)

The Fund may also invest into any other Islamic money market instruments deemed Shariah-compliant by the Shariah Advisory Council of BNM or the Shariah Adviser.

#### 2. Islamic Deposits

Islamic deposits shall be placed with financial institutions licensed under the Islamic Financial Services Act 2013 and/or Financial Services Act 2013, whichever is appropriate. For the avoidance of doubt, only Islamic account is permitted for placement of liquid assets with institutions licensed under the Financial Services Act 2013. The Fund is also prohibited from investing in interest-bearing liquid assets and recognizing any interest income.

#### 3. Islamic Derivatives

Islamic derivative instruments that are endorsed by other Shariah advisers or committees must be approved by the Shariah Adviser upon review of the relevant documents e.g. principal terms and conditions and Shariah pronouncements or approvals.

#### 4. Any other Shariah-compliant investments

For avoidance of doubt, any Shariah-compliant instruments which are not within the approved list above should be informed to the Shariah Adviser for the Shariah Adviser's approval. Where the Shariah Adviser request a change to the Shariah investment guidelines, it shall give the Manager a reasonable period of time to effect such change in the Prospectus in accordance with the requirements of any applicable law and regulation.

#### **Purification Process for the Fund**

#### (a) Shariah non-compliant investment

This refers to Shariah non-compliant investment made by the Manager. The said investment will be disposed of or withdrawn with immediate effect or within a month of knowing the status of the investment. In the event of the investment resulted in gain (through capital gain and/or dividend and/or profit) received before or after the disposal of the investment, the gain is to be channeled to baitulmal and/or any other charitable bodies as advised by the Shariah Adviser. The Fund has a right to retain only the investment costs. 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 investment

Instruments which were earlier classified as Shariah-compliant instruments may subsequently be reclassified as Shariah non-compliant due to certain reasons such as changes in the companies' operations.

If at the time the announcement/review is made, the value of the instruments held exceeds or is equal to the investment cost, such Shariah non-compliant instruments will be liquidated. The Fund may keep any dividends received and capital gains arising from the disposal of the Shariah non-compliant instruments made at the time of the announcement/review. However, any dividends received and excess capital gains made from the disposal after the announcement/review day at a market price that is higher than the closing price on the announcement/review day will be channeled to baitulmal and/or any other charitable bodies as advised by the Shariah Adviser.

If the market price of the said instruments is below the investment cost at the time the announcement/review is made, the Fund may hold the Shariah non-compliant instruments and keep dividends received during the holding period until the total amount of dividends received and the market value of the Shariah non-compliant instruments held equal the investment cost. At this stage, the Fund will dispose of the said instruments.

Please note that the investment portfolios of the Fund will comprise instruments that have been classified as Shariah-compliant by the SACSC or the Shariah Advisory Council of Bank Negara Malaysia. For instrument that are not classified as Shariah-compliant by the SACSC or the Shariah Advisory Council of Bank Negara Malaysia, the status of the instruments has been determined in accordance with the ruling issued by the Shariah Adviser.

#### VALUATION OF PERMITTED INVESTMENTS

We will ensure that the valuation of the Fund is carried out in a fair manner in accordance to the relevant laws and Guidelines. We will obtain the daily price or value of the assets for the purpose of valuing the Fund in accordance to the Malaysian Financial Reporting Standard 9 issued by the Malaysian Accounting Standards Board. In the absence of daily price or value of the assets, we will use the latest available price or value of the assets respectively.

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

#### Listed Islamic collective investment schemes

Valuation of investments in listed Islamic collective investment schemes shall be based on the closing price or last known transacted price on the eligible market on which the listed collective investment scheme is quoted. If the price is not representative of its fair value or is not available to the market, including in the event of suspension in the quotation of the listed Islamic collective investment scheme for a period exceeding fourteen (14) days, or such shorter period as agreed by the Trustee, the listed Islamic collective investment scheme will be valued at fair value as determined in good faith by the Manager or its delegate, based on the methods or bases which have been verified by the auditor and approved by the Trustee.

#### > Islamic money market instruments

The valuation of MYR denominated Islamic money market instruments will be done using the price quoted by a bond pricing agency ("BPA") registered with the SC. For non-MYR denominated Islamic money market instruments, valuation will be done using an average of quotations provided by reputable Financial Institutions. Where the Manager is of the view that the price quoted by BPA differs from the fair value or where reliable market quotations are not available, the fair value will be determined in good faith by the Manager. This may be determined by reference to the valuation of other Islamic money market instruments which are comparable in rating, yield, expected maturity date and/or other characteristics.

#### > Islamic deposits

Valuation of Islamic deposits placed with Financial Institutions will be done by reference to the principal value of such investments and the profits accrued thereon for the relevant period.

#### Islamic derivatives

Unlisted Islamic derivatives will be valued at fair value as determined in good faith by the Manager or its delegate, based on the methods or bases which have been verified by the auditor of the Fund and approved by the Trustee.

For listed Islamic derivatives, the valuation will be done based on the closing price or last known transacted price on the eligible market on which the investment is quoted. If the price is not representative of its fair value or is not available to the market, including in the event of suspension in the quotation of the securities for a period exceeding fourteen (14) days, or such shorter period as agreed by the Trustee, the investments will be valued at fair value as determined in good faith by the Manager or its delegate, based on the methods or bases verified by the auditor of the Fund and approved by the Trustee.

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

The Fund will be valued at 6.00 p.m. on every Business Day (or "trading day" or "T" day).

#### FINANCING AND SECURITIES LENDING

The Fund is not permitted to seek financing in cash and borrow other assets in connection with its activities. However, the Fund may seek cash financing for the purpose of meeting repurchase requests for Units and for short-term bridging requirements. Such financings are subjected to the following:-

- the Fund's cash financing is only on a temporary basis and that financings are not persistent;
- the financing period should not exceed one (1) month;
- > the aggregate financings 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 Islamic Financial Institutions.

The Fund may not assume, guarantee, endorse or otherwise become directly or contingently liable for or in connection with any obligation or indebtedness of any person.

#### **ZAKAT FOR THE FUND**

The Fund does not pay zakat on behalf of Muslim individuals and Islamic legal entities, who are Unit Holders of the Fund. Such Unit Holders are thus required to pay zakat on their own behalf.

#### THE FUND'S MODE OF INVESTING IN THE TARGET FUND

To meet its objective, the Fund will invest into units of the Target Fund either through the Participating Dealer, or trade via Bursa Securities.

#### 1) Via Participating Dealer

The Fund may invest into units of the Target Fund via a Participating Dealer. By investing via a Participating Dealer, the Fund would need to transact based on the Target Fund's minimum basket size of 500,000 units and in USD.

Transaction of units of the Target Fund would be carried out at the net asset value of the Target Fund and incur fees and charges as stipulated below.

These transactions would expose the Fund to counterparty risk as the Fund will be required to carry out the transactions via a Participating Dealer.

#### 2) Via Bursa Securities

The Fund may invest into units of the Target Fund via Bursa Securities. By investing via Bursa Securities, the Fund has the flexibility to trade in smaller sizes i.e. at a minimum of 100 units per transaction as per Bursa Securities minimum "board lot". Transactions via Bursa Securities will be made into the units of the Target Fund that is denominated in Malaysian Ringgit.

By transacting units via Bursa Securities, the Fund would incur fees and charges such as but not be limited to, brokerage fee, Bursa Securities clearing fee and stamp duty.

Transactions carried out via Bursa Securities would also expose the Fund to pricing risk as the quotes on Bursa Securities would be dependent on market makers as well as bid and ask prices by investors thus potentially leading the price to defer from that of the Target Fund's net asset value. To mitigate this risk, the market makers for the Target Fund are in place to provide buy and sell quotes that reflects the prevailing value of the Target Fund.

Similar to other publicly-listed shares, the Fund will be exposed to liquidity risk where the lack of demand and supply may affect the ability of the Fund to trade units. Nevertheless, this risk is mitigated with the appointment of market makers by the Target Fund.

INVESTING IN THE TARGET FUND VIA AHAM SHARIAH GOLD TRACKER FUND VS INVESTING DIRECTLY IN THE TARGET FUND

Please note that management fee will only be charged once at the Fund level. The management fee charged by the Target Fund will be paid out of the annual management fee charged by us at the Fund level. There is no double charging of management fee.

You may be subjected to higher fees arising from the layered investment structure of a feeder fund.

In addition to investing in the Target Fund via the Fund, investors may also invest directly in the Target Fund. The key differences of investing via these two (2) modes are as follows:

Features	Invest in the Target Fund via AHAM Shariah Gold Tracker Fund	Direct investment in the Target Fund
Structure	Unlisted unit trust fund	Exchange-traded fund listed on Main Market of Bursa Securities
Transactions	Investors can transact Units via dedicated sales personnel of AHAM and/or agents. Please refer to the directory of sales offices on page 53 of the Prospectus.	Investors can purchase/sell directly units of the Target Fund through the Participating Dealer or trade via Bursa Securities.
Pricing	Forward Pricing will be used to determine the Selling Price and the Repurchase Price i.e. the NAV per Unit as at the next valuation point after we receive the purchase request or repurchase request. Investors must observe the minimum initial investment, minimum additional investment, minimum Units of repurchase and minimum holdings of Units as stated on page 23 of the Prospectus.	Investors are able to trade units of the Target Fund intraday with real-time pricing. Like any other publicly-traded shares, units of the Target Fund can be bought and sold on Bursa Securities throughout the trading day and such transactions in the secondary market on Bursa Securities will occur at quoted market prices. Units of the Target Fund are generally purchased and sold in "board lots" of 100 units. However, brokerage firms may permit investors to purchase or sell units of the Target Fund in smaller "odd-lots", although prices of units of the Target Fund traded in "odd-lots" may differ from units of the Target Fund purchased or sold in "board lots". Supply and demand for units of the Target Fund may affect the investors' ability to transact units of the Target Fund.

Features	Invest in the Target Fund via AHAM Shariah Gold Tracker Fund	Direct investment in the Target Fund
Fees and Charges	These are the charges that investors may directly incur when buying or redeem Units of the Fund.	Transaction Through Bursa Securities  These are fees and charges incurred directly by investors if purchase or sale of units of the Target Fund are made through Bursa Securities:
	Charges Details	
	Sales : Up to 2.00% of the NAV per Charge Unit.	Fees and Details Charges
	Repurchase : Nil Charge	Brokerage : As prescribed by the Bursa Securities. Fee
	Transfer : Nil fee  Switching : The Manager does not impose Fee ny switching fee. However, if ne amount of sales charge of the	Bursa : 0.03% of the transaction value subject to a Securities maximum of MYR 1,000 per transaction. A Clearing MYR 10 minimum fee per transaction is applicable for direct business contracts.
	und (or class) that the Unit older intends to switch into is igher than the sales charge nposed by the fund (or class)	Stamp : MYR1.00 for every MYR1,000 or fractional duty part of the transaction value (payable by both buyer and seller), subject to a maximum of MYR200 per transaction.
	eing switched from, then the ifference in the sales charge etween the two (2) funds (or asses) shall be borne by the nit Holder.	Investors should check with their brokers on the actual fees and charges which may be incurred.  In addition to the above charges, there are charges that the
	There are also other fees that investors may indirectly incur when investing in the Fund.	investors may incur <b>indirectly</b> when they invest in the units of the Target Fund as follows:
		Fees and Charges Details
	Charges Details  Management : Up to 0.3% per annum of	Annual : Up to 0.50% per annum of the net asset value of the Target Fund.
	fee the NAV of the Fund  Trustee fee : Up to 0.03% per annum of the NAV of the Fund	Annual Trustee : Up to 0.06% per annum of the net Fee <sup>(1)</sup> asset value of the Target Fund.
	The above fees and charges are subject to such increase / variation as permitted by the Deed.	Annual Custodian  Fee  Up to 0.20% per annum of the value of the Gold Bars held with the Custodian, accrued daily and payable monthly in the Target Fund's base currency.
	Additionally, there are other expenses which are directly related and necessary to the operation and administration of the Fund that may be charged to the Fund.	Quarterly Licence : Licence fees shall be charged in arrears, and are based on the peak amount of the net asset value of the Target Fund ("Peak AUM") during the applicable calendar quarter as
charges incinto the Tar  Transaction  Kindly refeinvestment incurred whethis mode.  Transaction  Kindly refeinvestment incurred whethis mode.	Notwithstanding the above, there are also other charges incurred by the Fund when investing into the Target Fund via the following modes:	follows:
	Transaction Through Bursa Securities	Peak AUM Fee  Below USD1 0.0075% of the
	Kindly refer to the next column of "Direct investment in the Target Fund" on the charges incurred when investing into the Target Fund via	billion Peak AUM, subject to a minimum of USD250 and a maximum of USD10,000
	Transaction Through the Participating Dealer	USD1 billion to USD15,000 USD10 billion
	Kindly refer to the next column of "Direct investment in the Target Fund" on the charges incurred when investing into the Target Fund via this mode.	USD10 billion USD20,000 to USD25 billion

Features	Invest in the Target Fund via AHAM Shariah Gold Tracker Fund	Direct investment in the Target Fund	
	Gold Tracker Fund	USD25 billion USD25,000 to USD60 billion Over USD60 USD37,500 billion	
		Notes: (1) Calculated based on the net asset value of the Target Fund, accrued daily and payable monthly in the Target Fund's base currency. This fee is subject to such increase / variation as permitted by the deed dated 25 September 2017. (2) Calculated based on the Peak AUM which is the peak net asset value of the Target Fund during the applicable quarter and payable quarterly.	
		Transaction Through the Participating Dealer  These are fees and charges incurred directly by investors if purchase of units of the Target Fund is made through the Participating Dealer:	
		Fees and Charges Details	
		Creation/Redemption : USD1,000 per Creation Unit Application Fee Block or Redemption Unit Block as applicable (and subject to a maximum of USD1,500) payable to the Target Fund Manager^.	
		Creation/Redemption : 1.00% of the Subscription Application Amount or Redemption Amount, Cancellation Fee whichever is applicable, payable to the Target Fund Manager^.	
		Transaction Costs : The Target Fund Manager may charge Transaction Costs (incurred by the Target Fund) to prevent the net asset value of the Target Fund from being diluted.	
		Other Fees  : The amount (other than Transaction Costs described above) that may be incurred by the Target Fund Manager and/or the trustee of the Target Fund from time to time in relation to the Creation Applications or Redemption Applications submitted by the Participating Dealer, which is charged by Bursa Malaysia Depository Sdn Bhd.	
		Note: ^ or such other amount as may be determined by the Target Fund Manager from time to time in consultation with the trustee of the Target Fund.	
		The Participating Dealer may charge the above fees and charges to investors or may absorb such fees and charges. Investors should check with the relevant Participating Dealer on the actual fees and charges which may be incurred.	
		Additionally, investors may have to pay fees and expenses to the Participating Dealer for its services and in connection with applying for the creation and redemption of units of the Target Fund through the Participating Dealer.	

Features	Invest in the Target Fund via AHAM Shariah Gold Tracker Fund	Direct inves	tment in the Target Fund
	Sold Hacker Fully		e charges, there are charges that the directly when they invest in the units ollows:
		Fees and Charges	Details
		Annual : Management Fee <sup>(1)</sup>	Up to 0.50% per annum of the net asset value of the Target Fund.
		Annual Trustee : Fee <sup>(1)</sup>	Up to 0.06% per annum of the net asset value of the Target Fund.
		Annual Custodian Fee	Up to 0.20% per annum of the value of the Gold Bars held with the Custodian, accrued daily and payable monthly in the Target Fund's base currency.
		Quarterly Licence : Fee <sup>(2)</sup>	Licence fees shall be charged in arrears, and are based on the Peak AUM during the applicable calendar quarter as follows:
			Peak AUM Fee
			Below USD1 0.0075% of the Peak AUM, subject to a minimum of USD250 and a maximum of USD250 and a maxim
			USD10,000 USD1 billion to USD15,000
			USD10 billion USD10 billion USD20,000 to USD25 billion
			USD25 billion USD25,000 to USD60 billion
			Over USD60 USD37,500 billion
		accrued daily and po currency. This fee is permitted by the dec (2) Calculated based on t	n the net asset value of the Target Fund, ayable monthly in the Target Fund's base is subject to such increase / variation as ed dated 25 September 2017. Ithe Peak AUM which is the peak net asset Fund during the applicable quarter and

The Fund may create new Classes in the future without having to seek Unit Holders' prior approval. You will be notified of the issuance of the new Classes by way of a communiqué and the prospective investors will be notified of the same by way of a supplemental/replacement prospectus.

# **DEALING INFORMATION**

You must read and understand the content of the Prospectus (and any supplemental prospectus) and PHS before investing.

! You are advised not to make payment in cash to any individual agent when purchasing Units of the Fund.

# PURCHASE AND REPURCHASE OF UNITS

#### WHO IS ELIGIBLE TO INVEST?

- An individual who is at least eighteen (18) years of age. In the case of joint application, the jointholder whose name appears first in the register of Unit Holders must be at least eighteen (18) years of age.
- A corporation such as registered businesses, co-operative, foundations and trusts.

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

- You may submit the purchase request by completing an application form and returning it to us between 8.45 a.m. to 3.30 p.m. on a Business Day.
- You are required to provide us with the following completed forms and documents. However, we reserve the right to request for additional documentations before we process the purchase application.

Individual or Jointholder	Corporation
<ul> <li>Individual or Jointholder</li> <li>Account opening form;</li> <li>Suitability assessment form;</li> <li>Personal data protection notice form;</li> <li>A copy of identity card or passport or any other document of identification; and</li> <li>Foreign Account Tax Compliance Act ("FATCA") and Common Reporting Standard ("CRS") Self-certification Form.</li> </ul>	<ul> <li>Corporation</li> <li>Account opening form;</li> <li>Suitability assessment form;</li> <li>Personal data protection notice form;</li> <li>Certified true copy of memorandum and articles of association*;</li> <li>Certified true copy of certificate of incorporation*;</li> <li>Certified true copy of form 24 and form 49*;</li> <li>Certified true copy of form 8, 9, 13, 20 and 44 (where applicable)*;</li> <li>Latest audited financial statement;</li> <li>Board resolution relating to the investment;</li> <li>A list of the authorised signatories;</li> <li>Specimen signatures of the respective signatories; and</li> <li>Foreign Account Tax Compliance Act ("FATCA") and Common Reporting Standard ("CRS") Self-certification Form.</li> <li>* or any other equivalent documentation issued by the</li> </ul>
	* or any other equivalent documentation issued by the authorities.

#### **HOW TO MAKE PAYMENT FOR PURCHASE APPLICATION?**

- You may transfer the purchase payment into our bank account via telegraphic transfer or online transfer, and include your name in the transaction description for our reference. You may obtain our bank account details from our online download center at www.aham.com.my.
- Bank charges or other bank fees, if any, will be borne by you.

#### WHAT IS THE PROCESS OF THE PURCHASE APPLICATION?

- ➤ If we receive your purchase application at or before 3.30 p.m. on a Business Day (or "T day"), we will create your Units based on the NAV per Unit for that Business Day. Any purchase request received or deemed to have been received by us after 3.30 p.m. will be transacted on the next Business Day (or "T + 1 day"), unless a prior arrangement is made to our satisfaction.
- > Sale of Units will be honoured upon receipt of complete set of documents together with the proof of payments.

# WHAT ARE THE MINIMUM INITIAL INVESTMENT, MINIMUM ADDITIONAL INVESTMENT, MINIMUM UNITS OF REPURCHASE AND MINIMUM HOLDING OF UNITS?

Minimum Initial Investment*	MYR 1,000
Minimum Additional Investment*	MYR 100
Minimum Units of Repurchase*	1,000 Units
Minimum Holding of Units*	1,000 Units

<sup>\*</sup> At our discretion, we may reduce the transaction value and Units, including for transactions made via digital channels, subject to the terms and conditions disclosed in the respective channels

#### **HOW TO REPURCHASE UNITS?**

- It is important to note that, you must meet the minimum holding of Units after a repurchase transaction. If the balance of your investment (i.e. total number of Units) is less than the minimum holding of Units, we may withdraw all your holding of Units and pay the proceeds to you.
- > We may, with the consent of the Trustee, reserve the right to defer your repurchase request if such transaction would adversely affect the Fund or the interest of the Unit Holders.
- You may submit the repurchase request by completing a transaction form and returning it to us between 8.45 a.m. to 3.30 p.m. on a Business Day.
- > Payment of the repurchase proceeds will be made via bank transfer where the proceeds will be transferred to your bank account. Where Units are held jointly, payment will be made to the person whose name appears first in the register of Unit Holders.
- > Bank charges and other bank fees, if any, will be borne by you.

#### WHAT IS THE PROCESS OF REPURCHASE APPLICATION?

- For a repurchase request received or deemed to have been received by us at or before 3.30 p.m. on a Business Day (or "T day"), Units will be repurchased based on the NAV per Unit for that Business Day. Any repurchase request received after 3.30 p.m. will be transacted on the next Business Day (or "T + 1 day").
- > Repurchase of Units must be made in terms of Units or value, provided it meets the minimum repurchase amount.
- Processing is subject to receipt of a complete transaction form and such other documents as may be required by us.

#### WHAT IS THE REPURCHASE PROCEEDS PAYOUT PERIOD?

- You will be paid within seven (7) Business Days\* or within nine (9) Business Days\*\* from the day the repurchase request is received by us, provided that all documentations are completed and verifiable.
  - \* Under normal circumstances, we will redeem the Target Fund units via Bursa Securities and the Fund will receive the repurchase proceeds within two (2) Business Days. Upon the Fund receiving the repurchase proceeds, we will pay the repurchase proceeds to you within five (5) Business Days.
  - \*\* However, in the event we redeem the Target Fund units through a Participating Dealer or when the Target Fund's daily redemption threshold has been breached, resulting in redemption requests being deferred, a longer repurchase proceeds payout period of not more than additional two (2) Business Days is needed for the Fund to receive the repurchase proceeds. Upon the Fund receiving the repurchase proceeds, we will pay the repurchase proceeds to you within five (5) Business Days. Please refer to the Redemption Policy of the Target Fund section for further information.

#### WHERE TO PURCHASE AND REPURCHASE UNITS?

- > Units can be purchased and repurchased at any of the location listed in the "Directory of Sales Offices" chapter in the Prospectus or with our authorised distributors.
- You may obtain a copy of the Prospectus, PHS and application forms from the abovementioned locations. Alternatively, you may also visit our website at <a href="https://www.aham.com.my">www.aham.com.my</a>.

#### WHO SHOULD I CONTACT IF I HAVE QUESTION OR NEED ADDITIONAL INFORMATION?

You can seek assistance from our customer service personnel at our toll free number 1-800-88-7080 between 8.45 a.m. to 5.30 p.m. on a Business Day. Alternatively, you can email us at customercare@aham.com.my.

#### **COOLING-OFF PERIOD**

You have the right to apply for and receive a refund for every Unit that you have paid for within six (6) Business Days from the date we received your purchase application.

You will be refunded for every Unit held based on the prices mentioned below and the Sales Charge imposed on the day those Units were purchased.

- If the price of a Unit on the day the Units were first purchased ("original price") is higher than the price of a Unit at the point of exercise of the cooling-off right ("market price"), you will be refunded based on the market price at the point of cooling-off; or
- If the market price is higher than the original price, you will be refunded based on the original price at the point of cooling-off.

You will be refunded within seven (7) Business Days from our receipt of the cooling-off application

Please note that the cooling-off right is applicable to you if you are an individual investor and are investing in any of our funds for the first time. However, if you are a staff of AHAM or a person registered with a body approved by the SC to deal in unit trusts, you are not entitled to this right.

We will process your cooling-off right if your cooling-off request is received or deemed to have been received by us at or before 3.30 p.m. on a Business Day (or "T day"). Any cooling-off request received after 3.30 p.m. will be transacted on the next Business Day (or "T + 1 day").

Processing is subject to receipt of a complete transaction form and such other documents as may be required by us.

#### **SWITCHING FACILITY**

Switching facility enables you to switch to any of our funds (or its classes), provided that the fund (or its class) is denominated in MYR, and it is subject to the terms and conditions applicable for the respective funds. The minimum switching amount is 1,000 Units. However, you must meet the minimum holding of Units and the minimum investment amount of the fund (or its class) that you intend to switch to.

You are also to note that we reserve the right to reject any switching requests that are regarded as disruptive to efficient portfolio management, or request that we deem to be contrary to the best interest of the Fund and/or the existing Unit Holders.

#### Switching from this Fund to other funds (or its classes) managed by us

You must complete a switching transaction form and submit it to us at or before the cut-off time of 3.30 p.m. on a Business Day (or "T day") together with relevant supporting documents, if any. If we receive your switching request after 3.30 p.m., we will process your request on the next Business Day.

You should note that the pricing day of a fund (or its class) may not be on the same day as when we receive your switching application. Please see below the pricing policy of switching for all our funds:

Curitahina Out Fund	Curitahina In Fund	Pricing Day	
Switching Out Fund	Switching In Fund	Switching Out Fund	Switching In Fund
Money market fund	Non-money market fund	T Day	T Day
Non-money market fund	Non-money market fund	1 Duy	1 Duy
Money market fund	Money market fund	T Day	T + 1 Day
Non-money market fund	Money market fund	T Day	At the next valuation point, subject to clearance of payment and money received by the intended fund

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

#### TRANSFER FACILITY

You are allowed to transfer your Units, whether fully or partially, to another person by completing the transfer transaction form and returning it to us on a Business Day. There is no minimum amount of Units required to effect a transfer except that the transferor and transferee must hold the minimum holdings of Units to remain as a Unit Holder.

It is important to note that we are at liberty to disregard or refuse to process the transfer application if the processing of such instruction will be in contravention of any law or regulatory requirements, whether or not having the force of law and/or would expose us to any liability.

#### SUSPENSION OF DEALING IN UNITS

The Manager may, in consultation with the Trustee and having considered the interests of the Unit Holders, suspend the dealing in Units\* due to exceptional circumstances, where there is good and sufficient reason to do so. Such exceptional circumstances may occur when, amongst others, the trading of the Target Fund units on Bursa Securities is suspended or delisted. The Manager will cease the suspension as soon as practicable after the exceptional circumstances have ceased, and in any event, within twenty-one (21) days from the commencement of suspension.

The period of suspension may be extended if the Manager satisfies the Trustee that it is in the best interest of the Unit Holders for the dealing in Units to remain suspended, subject to a weekly review by the Trustee.

The Trustee may suspend the dealing in Units, if the Trustee, on its own accord, considers that exceptional circumstances have been triggered. In such a case, the Trustee shall immediately call for a Unit Holders' meeting to decide on the next course of action.

\* The action to impose suspension shall only be exercised as a last resort by the Manager, as disclosed in the section on "Liquidity Risk Management".

#### **INCOME DISTRIBUTION**

The Fund is not expected to make distribution. However, incidental distribution may be declared whenever is appropriate.

You have the option to receive the income distribution in cash payment or additional Units (by way of reinvestment) by ticking the appropriate column in the application form. All distribution will be automatically reinvested in additional Units in the Fund if you do not select the mode of distribution in the application form.

Any distribution payable which is less than or equal to the amount of MYR 300.00 would be automatically reinvested.

Notwithstanding the above, we may also reinvest the distribution proceeds which remain unclaimed after twelve (12) months from the date of payment, provided that you still have an account with us.

#### Cash Payment Process

Income distribution by way of cash payment will be paid via telegraphic transfer. Income will be transferred to your bank account within seven (7) Business Days after the distribution date.

#### Reinvestment Process

We will create the Units based on the NAV per Unit at the income payment date which is within two (2) Business Days after the distribution date. There will not be any cost for reinvestments of those additional Units, i.e., no Sales Charge will be imposed on such reinvestment.

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

#### **UNCLAIMED MONEYS**

Any monies payable to you which remain unclaimed after twelve (12) months from the date of payment will be dealt as follows:-

- a) we may reinvest the unclaimed distribution proceeds provided that you still have an account with us; or
- b) we will pay to the Registrar of Unclaimed Monies in accordance with the requirements of the Unclaimed Moneys Act 1965.

# FEES, CHARGES AND EXPENSES

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

You should be aware that all fees, charges and expenses referred to or quoted in the Prospectus (including any supplemental prospectus) and the Deed (including any supplemental deed) are referred to or quoted as being exclusive of any other applicable taxes. We (including the Trustee and other service providers) will charge any other applicable taxes on the fees, charges and expenses in accordance with any other relevant or applicable laws.

#### **CHARGES**

The following are the charges that you may **directly** incur when you buy or redeem Units of the Fund.

#### SALES CHARGE

Up to 2.00% of the NAV per Unit.

Note: All Sales Charge will be rounded to two (2) decimal places.

#### REPURCHASE CHARGE

There will be no Repurchase Charge imposed on the repurchase of Units.

#### TRANSFER FEE

There will be no transfer fee imposed on the transfer facility.

#### **SWITCHING FEE**

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

#### FEES AND EXPENSES

We may (in our sole and absolute discretion) waive or reduce the amount of any fees (except the trustee fee) and expenses of the Fund, either for all the investors or a particular investor.

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

#### ANNUAL MANAGEMENT FEE

The annual management fee is up to 0.3% per annum of the NAV of the Fund (before deducting the management fee and trustee fee). This fee is calculated and accrued daily and payable monthly to the Manager.

Please note that the example below is for illustration only:

Assuming that the NAV of the Fund is MYR 130 million for that day, the accrued management fee for that day would be:

MYR 130,000,000 x 0.3%

365 days = MYR 1,068.49

#### ANNUAL TRUSTEE FEE

The trustee fee is up to 0.03% per annum of the NAV of the Fund (excluding foreign custodian fees and charges) (before deducting the management fee and trustee fee). The trustee fee is accrued daily and payable monthly to the Trustee. In addition to the annual trustee fee, the Trustee may be reimbursed by the Fund for any expenses properly incurred by it in the performance of its duties and responsibilities.

Please note that the example below is for illustration only:

Assuming that the NAV of the Fund is MYR 130 million for that day, the accrued trustee fee for that day would be:

MYR 130,000,000 x 0.03%

365 days

= MYR 106.85

#### **EXPENSES**

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:

- 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;
- (where the custodial function is delegated by the Trustee) charges and fees paid to the sub-custodians in respect of any foreign investments of the Fund;
- > Taxes and other duties charged on the Fund by the government and/or other authorities;
- Costs, fees and expenses properly incurred by the auditor appointed for the Fund;
- Costs, fees and expenses incurred for the fund valuation and accounting of the Fund performed by a fund valuation agent;
- 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;
- Costs, fees and expenses incurred for any meeting of the Unit Holders save where such meeting is convened for the benefit of the Manager and/or the Trustee;
- 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.

### REBATES AND SOFT COMMISSIONS

We or any of our delegates will not retain any rebate or soft commission from, or otherwise share in any commission with, any broker or dealer in consideration for directing dealings in the investments of the Fund. Accordingly, any rebate or shared commission will be directed to the account of the Fund.

The soft commissions can be retained by us or our delegates provided 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 the 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 we or our delegates will not enter into unnecessary trades in order to achieve a sufficient volume of transactions to qualify for soft commissions.

All fees and charges payable by you are subject to all applicable taxes and/or duties as may be imposed by the government and/or the relevant authorities from time to time.

# **PRICING**

#### **COMPUTATION OF NAV AND NAV PER UNIT**

The NAV of the Fund is determined by deducting the value of all the Fund's liabilities from the value of all the Fund's assets, at a particular valuation point. The NAV per Unit is the NAV of the Fund divided by the number of Units in Circulation, at the same valuation point.

Please refer to the "Valuation Point of The Fund" section of this Prospectus for an explanation of the valuation point.

Illustration on computation of NAV and NAV per Unit for a particular day:-

Units in Circulation	300,000,000.00
	MYR
Investments	195,000,000.00
Add: Other assets	5,700,000.00
Gross asset value	200,700,000.00
Less: Liabilities	700,000.00
NAV (before deduction of management fee and trustee fee for the day)	200,000,000.00
Less: Management fee for the day	1,068.49
Less: Trustee fee for the day	106.85
NAV	199,998,824.66
NAV per Unit*	0.6667

<sup>\*</sup> NAV per Unit is derived from NAV divided by Unit in Circulation.

The rounding policy is four (4) decimal points for the purposes of publication of the NAV per Unit. However, the rounding policy will not apply when calculating the Sales Charge and Repurchase Charge (where applicable).

# **INCORRECT PRICING**

We will take immediate action to rectify any incorrect valuation and/or pricing of the Fund and/or the Units and to notify the Trustee and the SC of the same unless the Trustee considers the incorrect valuation and/or pricing of the Fund and/or the Units is of minimal significance.

The Trustee will not consider an incorrect valuation and/or pricing of the Fund and/or the Units to be of minimal significance if the error involves a discrepancy of 0.5% or more of the NAV per Unit unless the total impact on your account is less than MYR 10.00. An incorrect valuation and/or pricing not considered to be of minimal significance by the Trustee will result in reimbursement of moneys in the following manner:

	Reimbursement by:	Receiving parties:
Over valuation and/or pricing in relation to the purchase and creation of Units	Fund	Unit Holder
Over valuation and/or pricing in relation to the repurchase of Units	АНАМ	Fund
Under valuation and/or pricing in relation to the purchase and creation of Units	AHAM	Fund
Under valuation and/or pricing in relation to the repurchase of Units	Fund	Unit Holder or former Unit Holder

#### COMPUTATION OF SELLING PRICE AND REPURCHASE PRICE

Under a single pricing regime, the Selling Price and the Repurchase Price are equivalent to the NAV per Unit. Any applicable Sales Charge and Repurchase Charge is payable separately from the Selling Price and Repurchase Price.

Forward Pricing will be used to determine the Selling Price and the Repurchase Price, i.e. the NAV per Unit as at the next valuation point after we receive the purchase request or repurchase request.

#### **Calculation of Selling Price**

For illustration purposes, let's assume the following:

Investment Amount	MYR 10,000.00	
Selling Price per Unit	MYR 0.50	
Number Of Units Received*	MYR 10,000 ÷ MYR 0.50 = 20,000 Units	
Sales Charge	2.00% of the NAV per Unit	
Sales Charge Paid By Investor**	2.00% x MYR 0.50 x 20,000 Units = MYR 200	
Total Amount Paid By Investor***	MYR 10,000 + MYR 200 = MYR 10,200	

Formula for calculating:-

\* Number of Units received = Investment Amount

Selling Price per Unit

\*\* Sales Charge paid by investor = Sales Charge x Selling Price per Unit x Number of Units received

\*\*\* Total amount paid by investor = Investment Amount + Sales Charge paid by investor

#### **Calculation of Repurchase Price**

For illustration purposes, let's assume the following:-

Units Repurchased	40,000 Units
Repurchase Price per Unit	MYR 0.50
Repurchase Amount^	40,000 Units x MYR 0.50 = MYR 20,000
Repurchase Charge	0.00% of the NAV per Unit
Repurchase Charge Paid By Investor^^	0.00% x MYR 10,000 = MYR 0
Total Amount Received By Investor^^^	MYR 20,000 - MYR 0 = MYR 20,000

Formula for calculating:-

^ Repurchase amount = Unit repurchased x Repurchase Price per Unit

^^ Repurchase Charge paid by investor = Repurchase Charge x Repurchase amount

^^^ Total amount received by investor = Repurchase amount - Repurchase Charge paid by investor

# ABOUT THE TARGET FUND - TRADEPLUS SHARIAH GOLD TRACKER

Fund Category : Islamic commodity exchange-traded fund
Fund Type : Gold price performance tracking fund

Launch Date : 28 November 2017

Base Currency : USD
Trading Currency on : MYR

**Bursa Securities** 

Country of Origin : Malaysia

Regulatory Authority : SC and Bursa Securities

**Distribution Policy**: There will be no distribution of income.

#### BACKGROUND INFORMATION

The Target Fund is the Malaysia's first Islamic Gold ETF, an Islamic commodity exchange-traded fund listed on the Main Market of Bursa Securities on 6 December 2017. The Target Fund is established under the terms of the deed dated 25 September 2017 and is governed by the laws of Malaysia.

The Target Fund is managed by AHAM. Please refer to page 38 for further information on AHAM.

#### INVESTMENT OBJECTIVE AND STRATEGY OF THE TARGET FUND

The Target Fund aims to provide investors with investment results that closely track the performance of Gold price.

The Target Fund Manager will invest a minimum of 95% of the Target Fund's net asset value in physical Gold Bars purchased from LBMA accredited refineries to meet the Target Fund's objective. For liquidity purposes, the remaining balance of the Target Fund's net asset value will be invested in Islamic money market instruments and/or Islamic deposits. The Target Fund will be passively managed, leaving the Target Fund to be highly invested at all times, irrespective of the outlook on the underlying asset.

The Target Fund will only invest in physical Gold Bars which are manufactured by refiners that are accredited in the LBMA Good Delivery List in accordance with the rules of the LBMA through the Gold Provider. Such refiners manufacture Gold, and are included in the list based on their compliance with the LBMA's requirements and standards. Each piece of Gold Bar is uniquely identifiable as having been made by the relevant refiner. Owing to the expenses of the Target Fund, the Target Fund Manager may need to sell the Gold Bars held by the Target Fund to pay for such ongoing expenses.

#### **Tracking Error**

There is no guarantee or assurance that the investment results of the Target Fund will exactly correspond to the performance of the Benchmark of the Target Fund.

Tracking errors may occur when comparing the performance of the Target Fund against the Benchmark of the Target Fund.

#### Policy on Rebalancing the Investment Portfolio

Except for rebalancing of the Fund's portfolio when there is creation and/or redemption of Units, the rebalancing of the Fund's investment portfolio will be performed no more than once a month to maintain an optimal exposure to Gold in an effort to minimize tracking errors.

#### BENCHMARK OF THE TARGET FUND

LBMA Gold Price AM is a widely used international benchmark for daily Gold prices. The LBMA Gold Price AM auction by IBA takes place at 10.30 a.m. (London time) with the price set in USD per fine Troy Ounce. Investors may view the LBMA Gold Price AM published by IBA at any time at <a href="https://www.lbma.org.uk">www.lbma.org.uk</a>.

IBA, an independent third party provider, provides the price platform, methodology as well as the overall administration and governance for the Benchmark of the Target Fund. The IBA's platform provides an electronic, auction-based, tradeable, auditable and fully IOSCO (International Organization of Securities Commissions) - compliant solution for the London bullion market.

IBA hosts the electronic auction process for the LBMA Gold Price AM. The auction process is independently administered, tradeable, electronic and physically settled, conducted in USD, with aggregated and anonymous bids and offers as well as being published on-screen and in real-time.

There are thirteen direct participants who have been accredited to contribute to the LBMA Gold Price AM: Bank of China, Bank of Communications, China Construction Bank, Goldman Sachs International, HSBC Bank USA NA, ICBC Standard Bank, JP Morgan, Morgan Stanley, Societe Generale, Standard Chartered, The Bank of Nova Scotia – ScotiaMocatta, The Toronto Dominion Bank and UBS. (Sourced from www.lbma.org.uk)

The chairperson sets the starting price and the price for each round in line with the current market conditions and the activity in the auction. Participants then enter their buy and sell orders by volume (i.e. number of ounces). The price discovery process is in USD but participants may, if they wish, request to settle in different currencies. If the net volume of all participants fall within the pre-determined tolerance at the end of a round (i.e. the imbalance is set at 10,000 ounce.), the auction will be complete, with all volume tradeable at that price. Netting of orders is processed automatically for participants with all house and client orders, plus any share of the imbalance, contributing to their final net volume. This net volume is then matched against other participants to produce trades with immediate trade confirmations. An auction can conclude with up to a 10,000 ounce difference between the entered buying and selling interest. This is referred to as the imbalance. At the end of the auction process, IBA will publish the benchmark price.

Further information on the LBMA Gold Price AM can be obtained from www.theice.com.

In the event of cessation or discontinuance of the Benchmark of the Target Fund for any reason whatsoever, or termination of the Master Licence Agreement pursuant to its terms, the Target Fund Manager may, in consultation with the trustee of the Target Fund, seek the prior approval of the SC to replace the LBMA Gold Price AM with another benchmark that has similar objectives.

#### PERMITTED INVESTMENTS AND INVESTMENT RESTRICTIONS OF THE TARGET FUND

#### Permitted Investments:

The Target Fund may invest in the following investments:

- Gold Bars;
- Islamic money market instruments;
- Islamic deposits/placements of money with Financial Institutions; and
- Any other Shariah-compliant investment instruments permitted by the Shariah Advisory Council of the SC and/or the Shariah adviser of the Target Fund from time to time.

#### **Investment Restrictions:**

The Target Fund is subject to the following investment restrictions:

- > the Target Fund may only hold cash of not more than 5% of the Target Fund's net asset value to meet ongoing operating expenses and liquidity requirements of the Target Fund;
- the Target Fund may only hold physical Gold Bars from LBMA accredited refineries meeting a minimum fineness of 99.5% Gold and such Gold Bars must be held by the Custodian in the name of the trustee of the Target Fund (on behalf of the Target Fund) on an Allocated Basis; and
- the Target Fund may not invest in derivatives.

In addition, the Target Fund Manager shall not, for the account of the Target Fund:

- > make any investment which is not Shariah-compliant;
- > assume, guarantee, endorse or otherwise become directly or contingently liable for or in connection with any obligation or indebtedness of any person; and
- lend any of the Target Fund Assets or borrow against the Target Fund Assets or otherwise.

The Target Fund's investments in Islamic money market instruments issued by a single issuer must not exceed 15% of the Fund's NAV.

Notwithstanding the investment restrictions and limits stipulated above and subject to the paragraph below, the value of the investments and participation of the Target Fund may exceed the restrictions and limits prescribed by any relevant law if:

- > there has been adequate disclosure in a supplemental prospectus or replacement prospectus of the Target Fund;
- there is no departure from the objective of the Target Fund; and
- the prior approvals of the relevant authorities have been obtained.

The Target Fund's investments in foreign market are limited to markets where the regulatory authority is a member of the International Organization of Securities Commissions (IOSCO).

The restrictions and limits stipulated above must be complied with at all times based on the most up to date value of the Target Fund and the value of its investments and instruments. However, such allowance as may be prescribed by the relevant authorities in excess of any restriction or limit may be permitted where the restriction or limit is breached through appreciation or depreciation in the net asset value of the Target Fund (whether as a result of an appreciation or depreciation in the value of the Target Fund Assets, or as a result of repurchase of units of the Target Fund or payments made from the Target Fund). In any event, the Target Fund Manager shall within such time as may be prescribed by any relevant laws take such steps as may be necessary to achieve compliance with the prescribed restrictions or limits.

If at any time there is a variation in the investment restrictions and limits of the Target Fund with the approval of the relevant authorities, the Target Fund Manager shall notify all unit holders of the Target Fund of such variation and ensure that such variation is disclosed in a prospectus supplemental to the Target Fund's prospectus or replacement prospectus.

#### REDEMPTION POLICY OF THE TARGET FUND

- In the event that the total number of units in respect of which redemption applications are received by the Target Fund Manager on a dealing day exceeds 30 million units (or such higher number of units as the Target Fund Manager may determine), the Target Fund Manager shall be entitled to limit the total number of units which are entitled to be redeemed on that trade date to 30 million units (or such higher number of units as the Target Fund Manager may determine).
- Any units which, by virtue of the abovesaid powers conferred on the Target Fund Manager, are not redeemed on a particular dealing day (a "First Relevant Dealing Day") shall be carried forward for redemption on the dealing day following the first relevant dealing day (such dealing day being hereinafter referred to as a "Second Relevant Dealing Day") at the then prevailing redemption price.
- The Target Fund Manager will inform the Participating Dealer of the higher number of units (if any) allowed to be redeemed and of the number of units the redemption of which has been deferred within one (1) dealing day after the First Relevant Dealing Day and these units shall be redeemed on the Second Relevant Dealing Day.
- ➤ If redemption applications are carried forward, any other redemption application received after the First Relevant Dealing Day and before the Second Relevant Dealing Day shall also be carried forward to, and be deemed to be a redemption application submitted on the Second Relevant Dealing Day. Redemption applications carried forward from the First Relevant Dealing Day shall be redeemed in priority to redemption applications received after such First Relevant Dealing Day.
- Redemption of the Target Fund units can be carried out via Bursa Securities and the Fund will receive the repurchase proceeds within two (2) Business Days. However, in the event the Target Fund units are redeemed through a Participating Dealer or when the Target Fund's daily redemption threshold has been breached, resulting in redemption requests being deferred, a longer repurchase proceeds payout period of not more than additional two (2) Business Days is needed for the Fund to receive the repurchase proceeds.

# SALIENT TERMS OF THE DEED

Generally, an investor would also be a registered Unit Holder unless the Units are purchased through an IUTA or using a nominee. In such an instance, the Units may not be registered in the name of the investor and thus not a registered Unit Holder. Please be advised that the Manager only recognises the rights attached to a registered Unit Holder.

# **Rights And Liabilities Of Unit Holders**

#### **Rights Of Unit Holders**

You have the right, among others, to the following:

- to receive distribution of income (if any), participate in any increase in the value of the Units and to enjoy such other rights and privileges as are provided for in the Deed;
- > to call for Unit Holders' meetings, and to vote for the removal of the Trustee or the Manager through a Special Resolution:
- to exercise the cooling-off right (if applicable); and
- > to receive annual and semi-annual reports.

You are not entitled to request for the transfer of any of the assets of the Fund or be entitled to interfere with or question the exercise by the Trustee, or the Manager on the Trustee's behalf, of the rights of the Trustee as the registered owner of such assets. In amplification and not in derogation of the aforesaid, Units held shall not confer on any Unit Holder any interest in any assets of the Fund but only in such interest in the Fund as a whole as may be conferred on Unit Holders by the provisions of the Deed.

#### **Liabilities Of Unit Holders**

- You would 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; and
- You shall not be under any obligation to indemnify the Manager and/or the Trustee in the event that the liabilities incurred by the Manager and/or the Trustee in the name of or on behalf of the Fund pursuant to and/or in the performance of the provisions of the Deed exceed the value of the assets of the Fund and any right of indemnity of the Manager and/or the Trustee shall be limited to recourse to the Fund.

# **Provisions Regarding Unit Holders' Meetings**

#### Quorum Required For Convening A Unit Holders' Meeting

The quorum required for a meeting of the 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 the Unit Holders 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.

#### **Unit Holders' Meeting Convened 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, at the registered office of the Manager, summon a meeting of the Unit Holders by:

> sending by post at least seven (7) days before the date of the proposed meeting a notice of the proposed meeting to all 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;

- 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 national newspaper published daily and another newspaper approved by the relevant authorities; and
- > 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:

- requiring the retirement or removal of the Manager;
- requiring the retirement or removal of the Trustee;
- considering the most recent financial statements of the Fund;
- giving to the Trustee such directions as the meeting thinks proper; or
- considering any matter in relation to the Deed;

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

### **Unit Holders' Meeting Convened By Manager**

The Manager may for any purpose whatsoever summon a meeting of the Unit Holders by sending by post at least fourteen (14) days before the date of the proposed meeting, or such other time as may be prescribed by the relevant laws, a notice of the proposed meeting to all the Unit Holders. All such notices and advertisement to the Unit Holders shall specify the place, time and terms of the resolutions to be proposed.

#### **Unit Holders' Meeting Convened By Trustee**

The Trustee may summon a Unit Holders' meeting in the event:

- the Manager is in liquidation;
- in the opinion of the Trustee, the Manager has ceased to carry on business;
- 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;
- requiring the retirement or removal of the Manager;
- > giving instructions to the Trustee or the Manager if the Trustee considers that the investment management policies of the Manager are not in the interests of Unit Holders;
- securing the agreement of the Unit Holders to release the Trustee from any liability;
- deciding on the next course of action after the Trustee has suspended the sale and repurchase of Units pursuant to clause 6.9.3 of the Deed; or
- deciding on the reasonableness of the annual management fee charged to the Fund.

The meeting of the Unit Holders summoned by the Trustee shall be summoned 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
- 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.

### **Termination Of The Fund**

### Circumstances That May Lead To The Termination Of The Fund

The Fund may be terminated or wound up as provided for under the Deed and the Guidelines as follows:-

- > The SC has withdrawn the authorisation of the Fund 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.

Notwithstanding the aforesaid, the Manager may, in consultation with the Trustee, determine the trust created and wind up the Fund without having to obtain the prior approval of the Unit Holders upon the occurrence of any of the following events:

- (a) if any new law shall be passed which renders it illegal; or
- (b) if in the reasonable opinion of the Manager it is impracticable or inadvisable to continue the Fund and the termination of the Fund is in the best interests of the Unit Holders.

If the Fund is left with no Unit Holder, the Manager shall also be entitled to terminate the Fund.

In the event of the trust hereby created being terminated:

- (a) the Trustee shall be at liberty to call upon the Manager to grant the Trustee, and the Manager shall so grant, a full and complete release from the Deed;
- (b) the Manager 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;
- (c) the Manager and the Trustee shall notify the relevant authorities in such manner as may be prescribed by any relevant law; and
- (d) the Manager or the Trustee shall notify the Unit Holders in such manner as may be prescribed by any relevant law.

### Retirement, Removal or Replacement Of The Manager

The Manager shall have the power to retire in favour of some other corporation and as necessary under any relevant law upon giving to the Trustee twelve (12) months' notice in writing of its desire so to do, or such shorter period as the Manager and the Trustee may agree upon, and subject to the fulfilment of the following conditions:

- > the retiring Manager shall appoint such corporation by writing under the seal of the retiring Manager as the management company of the Fund in its stead and assign and transfer to such corporation all its rights and duties as management company of the Fund;
- > such corporation shall enter into such deed or deeds as are referred to in clause 2.3.2 of the Deed; and
- upon the payment to the Trustee of all sums due from the retiring Manager to the Trustee under the Deed at the date of such retirement, the retiring Manager shall be absolved and released from all further obligations under the Deed but without prejudice to the rights of the Trustee or any Unit Holder or other person in respect of any act or omission on the part of the retiring Manager prior to such retirement and the new management company may and shall thereafter exercise all the powers and enjoy all the rights and shall be subject to all the duties and obligations of the Manager under the Deed as fully as though such new management company had been originally a party to the Deed.

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

- if the Manager has failed or neglected to carry out its duties to the satisfaction of the Trustee and the Trustee considers that it would be in the interests of Unit Holders for 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;
- unless expressly directed otherwise by the relevant authorities, if the Manager is in breach of any of its obligations or duties under the Deed or the relevant laws, or has ceased to be eligible to be a management company under the relevant laws; or
- if the Manager has gone into liquidation, except for the purpose of amalgamation or reconstruction or some similar purpose, or has had a receiver appointed or has ceased to carry on business;

and the Manager shall not accept any extra payment or benefit in relation to such removal.

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

### Retirement, Removal Or Replacement Of The Trustee

The Trustee may retire upon giving twelve (12) months' notice in writing to the Manager of its desire to do so, or such shorter period as the Manager and the Trustee shall agree, and may by deed appoint in its stead a new trustee approved by the relevant authorities under any relevant law.

Provided always that the Manager has in place a corporation approved by the relevant authorities to act as the trustee of the Fund, the Trustee may be removed and such corporation may be appointed as trustee of the Fund by Special Resolution of the Unit Holders at a duly convened meeting.

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

- the Trustee has ceased to exist;
- > the Trustee has not been validly appointed;
- the Trustee is not eligible to be appointed or to act as trustee under any relevant law;
- > the Trustee has failed or refused to act as trustee in accordance with the provisions or covenants of the Deed or any relevant law;
- > 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 the appointment;
- > a petition has been presented for the winding up of the Trustee (other than for the purpose of and followed by a reconstruction, unless during or following such reconstruction the Trustee becomes or is declared insolvent); or
- 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.

### **Fee And Charges**

Below are the maximum fees and charges permitted by the Deed:

Sales Charge	6.00% of the NAV per Unit.	
Repurchase Charge	5.00% of the NAV per Unit.	
Annual Management	5.00% per annum of the NAV of the Fund.	
Fee		
Annual Trustee Fee	0.10% per annum of the NAV of the Fund (excluding foreign custodian fees and charges).	

### **Increase Of Fees And Charges Stated In The Prospectus**

The maximum Sales Charges and Repurchase Charge set out in this Prospectus can only be increased if the Manager has notified the Trustee in writing of the higher charge and the effective date for the higher charge.

The maximum annual management fee and annual trustee fee set out in this Prospectus can only be increased if the Manager has come to an agreement with the Trustee on the higher rate. The Manager has notified the Unit Holders of the higher rate and the date on which such higher rate is to become effective and such time as may be prescribed by any relevant law shall have elapsed since the notice is sent.

The supplemental/replacement prospectus proposing a modification to this Prospectus to increase the aforesaid maximum fees and charges is required to be registered, lodged and issued. An increase in the abovementioned fees and charges is allowed if such time as may be prescribed by any relevant laws has elapsed since the effective date of the supplemental/replacement prospectus.

### Increase Of Fees And Charges Stated In The Deed

The maximum Sales Charge, Repurchase Charge, annual management fee and annual trustee fee set out in the Deed can only be increased if a Unit Holders' meeting has been held in accordance with the Deed. Thereafter, a supplemental deed proposing a modification to the Deed to increase the aforesaid maximum charges and fees is required to be submitted for registration with the SC accompanied by a resolution of not less than two-thirds (2/3) of all Unit Holders present and voting at the Unit Holders' meeting sanctioning the proposed modification to the Deed.

### Permitted Expenses under the Deed

Only the expenses (or part thereof) which is 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:

- > commissions or fees paid to brokers/dealers in effecting dealings in the investments of the Fund, shown on the contract notes or confirmation notes;
- > taxes and other duties charged on the Fund by the government and/or other authorities;
- > costs, fees and expenses properly incurred by the auditor appointed for the Fund;
- > 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;
- > costs, fees and expenses incurred for any meeting of the Unit Holders save where such meeting is convened for the benefit of the Manager and/or the Trustee;
- > costs, commissions, fees and expenses of the sale, purchase, takaful and any other dealing of any asset of the Fund;
- costs, fees and expenses incurred in engaging any specialist approved by the Trustee for investigating or evaluating any proposed investment of the Fund;
- costs, fees and expenses incurred in engaging any adviser for the benefit of the Fund;
- > 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 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 not ordered by the court to be reimbursed by the Fund);
- remuneration and out of pocket expenses of the independent members of the person(s) or members of a committee undertaking the oversight function of the Fund, unless the Manager decides otherwise;
- > 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;
- > costs and expenses incurred in relation to the distribution of income (if any);
- (where the custodial function is delegated by the Trustee) charges and fees paid to the sub-custodians taking into custody any foreign assets of the Fund;
- fees, charges, costs and expenses relating to the preparation, printing, posting and/or lodgement of documents and reports which the Manager and/or the Trustee may be obliged to prepare, print, post and/or lodge in relation to the Fund by virtue of any relevant law;
- > any tax now or hereafter imposed by law or required to be paid in connection with any costs, fees and expenses incurred as mentioned above; and
- > costs, fees and expenses incurred for the fund valuation and accounting of the Fund performed by a fund valuation agent.

### THE MANAGER

### **ABOUT AHAM**

AHAM was incorporated in Malaysia on 2 May 1997 and began its operations under the name Hwang–DBS Capital Berhad in 2001. AHAM has more than 20 years' experience in the fund management industry. In 2022, AHAM's ultimate major shareholder is CVC Capital Partners Asia Fund V, a private equity fund managed by CVC Capital Partners ("CVC"), which has approximately 68.35% controlling interest in AHAM. CVC is a global private equity and investment advisory firm with approximately USD125 billion of assets under its management. Additionally, AHAM is also 27% owned by Nikko Asset Management International Limited, a wholly-owned subsidiary of Tokyo-based Nikko Asset Management Co., Ltd., an Asian investment management franchise.

AHAM distributes its funds through the following various channels:

- In-house/internal sales team;
- IUTA and CUTA (Corporate Unit Trust Scheme Advisers); and
- Unit trust consultants.

The Manager's head office is located in Kuala Lumpur and has a total of seven (7) main sales offices located in Peninsular and East Malaysia. The sales offices are in Penang, Ipoh, Johor Bahru, Melaka, Kuching, Miri and Kota Kinabalu.

### Roles, Duties and Responsibilities of AHAM

The Manager is responsible for the investment management and marketing of the Fund, servicing Unit Holders' needs, keeping proper administrative records of Unit Holders and the Fund, ensuring compliance with stringent internal procedures and guidelines of relevant authorities.

### **Key Personnel**

### Dato' Teng Chee Wai - Managing Director

Dato' Teng is the founder of the Manager. In his capacity as the managing director and executive director of the Manager, Dato' Teng manages the overall business and strategic direction as well as the management of the investment team. His hands on approach sees him actively involved in investments, product development and marketing. Dato' Teng's critical leadership and regular participation in reviewing and assessing strategies and performance has been pivotal in allowing the Manager to successfully navigate the economically turbulent decade. Dato' Teng's investment management experience spans more than 25 years, and his key area of expertise is in managing absolute return mandates for insurance assets and investment-linked funds in both Singapore and Malaysia. Prior to his current appointments, he was the assistant general manager (investment) of Overseas Assurance Corporation (OAC) and was responsible for the investment function of the Group Overseas Assurance Corporation Ltd. Dato' Teng began his career in the financial industry as an investment manager with NTUC Income, Singapore. He is a Bachelor of Science graduate from the National University of Singapore and has a Post-Graduate Diploma in Actuarial Studies from City University in London.

### Mr. David Ng Kong Cheong - Chief Investment Officer

Mr David joined the Manager in 2002 as Head of Equities and assumed the role of Chief Investment Officer in September 2006. He has been responsible for successfully steering the Manager's investments through a tumultuous decade of multiple crisis. His astute and decisive guidance on broad investment strategies which includes interpreting market signals and making timely asset allocation calls has allowed the Manager to remain ahead of its peers. A decade later, he has built the investment team from just four (4) fund managers to a 40 strong group of fund managers featuring an impressive resume across different investment specialties, coverage and geographies. Under his foresight and vision, the team has evolved from being equity-heavy to encompass strong local and regional multi-asset and sector investment capabilities. His absolute return investment philosophy and bottom-up stock selection technique has garnered recognition for the Manager with its multiple award wins, having been voted "CIO of the Year" for Malaysia by Asia Asset Management 2013 awards. Mr David's philosophy of subscribing to the long-term, not taking excessive risk, and investing into quality throughout all the portfolios has set the blueprint for the Manager's investments in years to come. He is well-known in the industry for his discipline, prudence and reasonable attitude to investing. He graduated with a double degree in Bachelor of Commerce (Accounting) and Bachelor of Law from Monash University in Melbourne, Australia and is also a Chartered Financial Analyst (CFA) chartereholder.

For further information on AHAM including the material litigation (if any), the Board, the designated fund manager of the Fund and/or AHAM's delegate, you may obtain the details from our website at www.aham.com.my.

### THE TRUSTEE

### **ABOUT TMF TRUSTEES MALAYSIA BERHAD**

TMF Trustees Malaysia Berhad was incorporated in Malaysia on 1 April 2003 and registered as a trust company under the Trust Companies Act 1949 on 9 October 2003. Its registered office and business address is at 10th Floor, Menara Hap Seng, No. 1 and 3, Jalan P. Ramlee, 50250 Kuala Lumpur, Malaysia. The Trustee is part of TMF Group, an independent global service provider in the trust and fiduciary sector. The group has 125 offices in more than 83 jurisdictions in the world. TMF Group started in Malaysia in 1992 with its first office in Labuan International Business Financial Centre (IBFC), providing trust and fiduciary services. The Kuala Lumpur office was established in 2003 to support the Labuan office in servicing Malaysian clients and to undertake domestic trust business.

The Trustee provides various types of trustee business, such as trustee and security trustee for private debt securities (PDS), corporate administrator to asset-backed securities (ABS), trustee for unit trust funds and private trust and custodian for private fund mandate. The TMF Group provides a more comprehensive range of corporate secretarial services, financial accounting, human resource administrative and payroll outsourcing services.

### **DUTIES AND RESPONSIBILITIES OF THE TRUSTEE**

The Trustee'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 carrying out these functions and duties, the Trustee has to exercise all due care, skills, diligence and vigilance and is required to act in accordance with the provisions of the Deed, all relevant laws and the Guidelines. Apart from being the legal owner of the Fund's assets, the Trustee is also responsible for ensuring that AHAM performs its duties and obligations in accordance with the provisions of the Deed, all relevant laws and the Guidelines.

### TRUSTEE'S DELEGATE

The Trustee has appointed Standard Chartered Bank Malaysia Berhad ("SCBMB") as the custodian of the quoted and unquoted investments of the Fund. SCBMB was incorporated in Malaysia under the same name on 29 February 1984 under the Companies Act 1965 as a public limited company and is a subsidiary of Standard Chartered PLC (the holding company of a global banking group). SCBMB was granted a license on 1 July 1994 under the Financial Services Act 2013.

SCBMB is responsible for the Fund's assets settlement and custodising the Fund's asset. The assets are held in the name of the Fund through the custodian's wholly owned subsidiary and nominee company, Cartaban Nominees (Tempatan) Sdn Bhd. All investments are automatically registered into the name of the Fund. The custodian acts only in accordance with the instructions from the Trustee.

### TRUSTEE'S DISCLOSURE OF MATERIAL LITIGATION AND ARBITRATION

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

### THE EXTERNAL FUND MANAGER

### **ABOUT AIIMAN**

AllMAN is an Islamic investment management company managing assets for pension funds, institutions, corporates, high net worth and mass affluent individuals. Headquartered in the world's Islamic financial hub of Kuala Lumpur, Malaysia, AllMAN focuses on providing clients exceptional and innovative Shariah investment solutions that focus on Asian equities and global Sukuk. AllMAN was licensed by the SC to undertake the regulated activity of Islamic fund management on 17 October 2008 and is a wholly owned subsidiary of AHAM of which its ultimate major shareholder is CVC Capital Partners Asia Fund V, a private equity fund managed by CVC Capital Partners ("CVC"), which has approximately 68.35% controlling interest in AHAM. CVC is a global private equity and investment advisory firm with approximately USD125 billion of assets under its management. AllMAN has more than eleven (11) years' experience in fund management industry. AllMAN also received the SC's approval on 27 December 2018 to carry out the activity as a unit trust management company.

### **Duties and Responsibilities of AIIMAN**

AHAM has delegated the investment management function of the Fund to AIIMAN. Some of the main duties of AIIMAN for this delegated role are as follows:-

- to comply with the operations procedures and invest the Fund in accordance with the objective of the Fund, the permitted investments and investment restrictions described in this Prospectus and the Guidelines;
- to exercise due care and vigilance in carrying out its function and duties and comply with the relevant laws, directives and guidelines issued by the relevant authorities from time to time;
- to employ an appropriate investment process for the Fund;
- to seek to invest in assets which are in the External Fund Manager's opinion, the most appropriate assets in relation to the Fund's objective; and
- to report to the Manager on a periodic basis for oversight and monitoring purposes, including to discuss and review the performance of the Fund and its strategies.

Note: The fee payable to AIIMAN as the external fund manager for the Fund will be taken out from the annual management fee earned by AHAM.

### **Key Personnel of the Management Team**

#### Akmal Hassan - Managing Director

Akmal Hassan is one of the three pioneering senior members in the establishment of AIIMAN. He took over the helm as its Chief Executive Officer and Executive Director on 18 November 2010. Under his management, the business has since turned profitable. As the Managing Director of AIIMAN, Akmal is actively involved in all aspects of the business' day-to-day management from leading the investment team, driving marketing strategies and building the business. He believes in development through empowerment and synergy with a clear focus on delivering positive results, from investment performance, asset under management growth, adding value to AIIMAN's shareholders as well as contributing to the government's push to develop Malaysia as the global international Islamic financial hub. Akmal is the driving force behind the strong returns and low volatility performance of its investment portfolios as well as AHAM's award winning Shariah unit trust funds. People and performance is the source of AIIMAN's success today. Prior to his current appointment, Akmal was the Chief Investment Officer at a subsidiary of a local Islamic Bank. He has more than 16 years' experience in the investment management industry primarily in portfolio management, investment research and marketing strategy. Akmal graduated from Oklahoma State University, USA with a degree in Business Administration, majoring in Finance (BSc). He completed his Master in Business Administration (MBA) at the University of the Sunshine Coast, Queensland, Australia.

For further information on External Fund Manager including material litigation (if any), you may obtain the details from our website at www.aham.com.my.

### THE SHARIAH ADVISER

### **ABOUT AMANIE**

Amanie Advisors Sdn. Bhd ("Amanie") is a Shariah advisory, consultancy, training and research and development boutique for institutional and corporate clientele focusing on Islamic financial services. Amanie is a registered Shariah adviser (Corporation) with the SC. It has been established with the aim of addressing the global needs for experts' and Shariah scholars' pro-active input. This will ultimately allow the players in the industry to manage and achieve their business and financial goals in accordance with the Shariah principles. Amanie also focuses on organizational aspect of the development of human capital in Islamic finance worldwide through providing updated quality learning embracing both local and global issues on Islamic financial products and services. The company is led by Tan Sri Dr. Mohd Daud Bakar and teamed by an active and established panel of consultants covering every aspect related to the Islamic banking and finance industry both in Malaysia and the global market. Currently the team comprises of eight (8) full-time consultants who represent dynamic and experienced professionals with a mixture of Shariah law, corporate finance, accounting, product development and education. Amanie meets the Manager every quarter to address Shariah advisory matters pertaining to the Fund. Amanie also review the Fund's investment on a monthly basis to ensure compliance with Shariah principles or any other relevant principles at all times. As at LPD, there are more than one hundred and eleven (111) funds which Amanie acts as Shariah advisor.

### **Roles and Responsibilities of Amanie**

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

### **Designated Person Responsible for Shariah Matters of the Fund**

### Tan Sri Dr. Mohd Daud Bakar - Shariah Adviser

Tan Sri Dr. Mohd Daud Bakar is the Founder and Executive Chairman of Amanie Group. One of its flagship companies namely Amanie, is operating in a few cities globally. He serves as the Chairman of the Shariah Advisory Council (SAC) at the Central Bank of Malaysia, the SC, the Astana International Financial Centre (AIFC), Kazakhstan, the First Abu Dhabi Bank (UAE), and Permodalan Nasional Berhad (PNB).

Tan Sri Dr Daud is also a Shariah board member of various global financial institutions, including the National Bank of Oman (Oman), Amundi Asset Management (France), Bank of London and Middle East (London), BNP Paribas Najma (Bahrain), Natixis Bank (Dubai), Morgan Stanley (Dubai), Sedco Capital (Saudi and Luxembourg) and Dow Jones Islamic Market Index (New York) amongst many others.

Tan Sri serves as the Chairman of Federal Territory Islamic Religious Department [Majlis Agama Islam Persekutuan (MAIWP)]. In the corporate world, he is currently a member of the PNB Investment Committee. Previously, he served as a Board Director at Sime Darby Property Berhad and Chairman to Malaysia Islamic Economic Development Foundation (YaPEIM). In addition, he is the co-founder of Experts Analytics Centre Sdn Bhd and MyFinB Sdn. Bhd. He also serves as the Chairman of Berry Pay Sdn. Bhd., Data Sukan Consulting Sdn. Bhd., Bio Fluid Sdn. Bhd., KAB Gold Dynamics Sdn. Bhd., BioAngle Vacs Sdn. Bhd., Tulus Digital Sdn. Bhd., and Amanie-Afra Halal Capital Co (Bangkok). He was the former 8th President of the International Islamic University of Malaysia (IIUM).

Recently, Tan Sri Dr Mohd Daud has received the "Royal Award for Islamic Finance 2022" by His Majesty, the King of Malaysia. While in 2014, he received the "Most Outstanding Individual" award by His Majesty, the King of 38 Malaysia, in conjunction with the national-level Prophet Muhammad's birthday. Under his leadership, Amanie Advisors received

the "Islamic Economy Knowledge Infrastructure Award" at the Global Islamic Economy Summit, Dubai 2015, by His Highness Sheikh Mohammed bin Rashid Al Maktoum, Vice President and Prime Minister of the UAE and Ruler of Dubai, Oct 2015. On 13 November 2021, he was conferred the Darjah Kebesaran Panglima Setia Mahkota (P.S.M.) which carries the title of "Tan Sri".

He received his first degree in Shariah from University of kuwait in 1988 and obtained his PhD from University of St. Andrews, United Kingdom in 1993. In 2002, he completed his external Bachelor of Jurisprudence at University of Malaya.

Tan Sri's first book entitled "Shariah Minds in Islamic Finance: An Inside Story of A Shariah Scholar" has won the "Islamic Finance Book of the Year 2016" by the Global Islamic Finance Award (GIFA) 2016. Then, his book on sukuk entitled "An Insightful Journey to Emirates Airline Sukuk: Pushing The Boundaries of Islamic Finance" has also won the "Best Islamic Finance Case 2017" by the GIFA 2017 in Kazakhstan. To date, Tan Sri has been authoring more than 40 books with different genre.

For further information on Shariah Adviser, you may obtain the details from our website at www.aham.com.my.

# RELATED PARTIES TRANSACTION AND CONFLICT OF INTEREST

Save for the transaction disclosed below, as at LPD, the Manager is not aware of any existing and/or proposed related party transactions or potential conflict of interest situations or other subsisting contracts of arrangements involving the Fund.

The Shariah Adviser, tax advisers and solicitors have confirmed that they do not have any existing or potential conflict of interest with AHAM and/or the Fund.

### **Related Party Transactions**

Name of Party Involved in the Transaction	Nature of Transaction	Name of Related Party	Nature of Relationship
АНАМ	Target Fund Manager	AHAM	The Manager is also the manager of the Target Fund.
	External Fund Manager	AIIMAN	AHAM holds 100% equity interest in AIIMAN.

### **Policy on Dealing with Conflict of Interest**

AHAM has in place policies and procedures to deal with any conflict of interest situations. In making an investment transaction for the Fund, AHAM will not make improper use of its position in managing the Fund to gain, directly or indirectly, any advantage or to cause detriment to the interest s of Unit Holders. Where the interests of the directors or the person(s) or members of a committee undertaking the oversight function's interests may conflict with that of the Fund, they are to refrain from participating in the decision-making process relating to the matter. Staff of AHAM are required to seek prior approval from the executive director or the managing director before dealing in any form of securities. All transactions with related parties are to be executed on terms which are best available to the Fund and which are no less favourable to the Fund than an arms-length transaction between independent parties.

### TAXATION OF THE FUND

17 January 2023

Deloitte Tax Services Sdn Bhd Level 16, Menara LGB 1 Jalan Wan Kadir Taman Tun Dr. Ismail 60000 Kuala Lumpur

The Board of Directors

AHAM Asset Management Berhad

[Formerly known as ("f.k.a") Affin Hwang Asset Management Berhad]

Ground Floor, Menara Boustead

69, Jalan Raja Chulan

50200 Kuala Lumpur

Dear Sirs

## AHAM Shariah Gold Tracker Fund (f.k.a Affin Hwang Shariah Gold Tracker Fund) Taxation of the Fund and Unit Holders

1. This letter has been prepared for inclusion in the Replacement Prospectus ("Replacement Prospectus") in connection with the offer for sales of units in the AHAM Shariah Gold Tracker Fund ("the Fund").

The following is general information based on Malaysian tax law in force at the time of lodging the Replacement Prospectus with the Securities Commission Malaysia ("SC") and investors should be aware that the tax law may be changed at any time. To an extent, the application of tax law depends upon an investor's individual circumstances. The information provided below does not constitute tax advice. The Manager therefore recommends that an investor consult his accountant or tax adviser on questions about his individual tax position.

### 2. Taxation of the Fund

### 2.1 Income Tax

As the Fund's Trustee is a resident in Malaysia, the Fund is regarded as a resident in Malaysia. The taxation of the Fund is governed principally by Sections 61 and 63B of the Malaysian Income Tax Act, 1967 ("MITA").

Pursuant to the Section 2(7) of MITA, 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 Shariah. 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.

The income of the Fund in respect of dividends, interest or profits from deposits and other investment income (other than income which is exempt from tax) derived from or accruing in Malaysia or received in Malaysia from outside Malaysia is liable to income tax. The Fund may be receiving income such as exit fee which will be subject to tax at the prevailing tax rate applicable on the Fund. Gains on disposal of investments by the Fund will not be subject to income tax.

The income tax rate applicable to the Fund is 24%.

Tax exempt interest as listed in the Appendix attached received by the Fund are not subject to income tax.

With effect from 1 January 2014, Malaysia has fully moved to a single-tier income tax system. The Fund is not liable to tax on any Malaysia sourced dividends paid, credited or distributed to the Fund under the single-tier tax system, where the company paying such dividend is not entitled to deduct tax under the MITA. The tax deductibility of other deductions by the Fund against such dividend income will be disregarded in ascertaining the chargeable income of the Fund.

In addition to the single-tier dividend that may be received by the Fund, the Fund may also receive Malaysian dividends which are tax exempt from investments in companies which had previously enjoyed or are currently enjoying the various tax incentives provided under the law. The Fund is not subject to income tax on such tax exempt dividend income.

The Fund may also receive interest, dividends, profits and other income from investments derived from sources outside of Malaysia. Prior to 1 January 2022, income arising from sources outside Malaysia and received in Malaysia was exempted from Malaysian income tax pursuant to Paragraph 28 of Schedule 6 of the MITA. Effective from 1 January 2022, Paragraph 28 of Schedule 6 of the MITA was amended to only exempt a non-resident person from foreign sourced income received in Malaysia. Unit trusts funds with a trustee who is tax resident in Malaysia are considered tax residents of Malaysia and would not qualify for the exemption under the amended Paragraph 28 of Schedule 6 of the MITA.

The Ministry of Finance of Malaysia issued the gazette orders, Income Tax (Exemption) (No. 5) Order 2022 [P.U.(A) 234/2022] and Income Tax (Exemption) (No. 6) Order 2022 [P.U.(A) 235/2022] on 19 July 2022 which took effect from 1 January 2022. The orders grant exemption on foreign sourced income as follows:

- Dividend income received by companies and limited liability partnerships; and
- All types of foreign sourced income received by individuals, except for those carrying on a partnership business in Malaysia.

However, as the unit trust fund is not a "company", "limited liability partnership" or "individual", the above gazette orders do not apply to unit trust funds.

The income of the Fund which is received in Malaysia from outside Malaysia during the period from 1 January 2022 until 30 June 2022 is subject to the tax rate of 3% on gross foreign sourced income received in Malaysia. Foreign sourced income received in Malaysia from 1 July 2022 onwards will be taxed based on the prevailing income tax rate applicable to the Fund, i.e. 24%.

The foreign sourced income of the Fund may be subject to foreign tax in the country from which the income is derived. Pursuant to Schedule 7 of the MITA, where an income is chargeable to tax in Malaysia as well as in a foreign country, a relief shall be given by way of credit known as bilateral credit if the source country has a tax treaty with Malaysia where the foreign tax credit shall be set-off up to 100% of foreign tax suffered and unilateral credit if the source country does not have a tax treaty with Malaysia where the foreign tax credit shall be set-off up to 50% of foreign tax suffered.

The tax treatment of hedging instruments would depend on the particular hedging instruments entered into. Generally, any gain or loss relating to the principal portion will be treated as capital gain or loss. Gains or losses relating to the income portion would normally be treated as revenue gains or losses. The gain or loss on revaluation will only be taxed or claimed upon realisation. Any gain or loss on foreign exchange is treated as capital gain or loss if it arises from the revaluation of the principal portion of the investment.

Generally, income from distribution by the Malaysia Real Estate Investment Trusts ("REITs") will be received net of withholding tax of 10%. No further tax will be payable by the Fund on the distribution. Distribution from such income by the Fund will also not be subject to further tax in the hands of the Unit Holders.

Expenses being manager's remuneration, maintenance of register of Unit Holders, share registration expenses, secretarial, audit and accounting fees, telephone charges, printing and stationery costs and postage, which are not allowed under the general deduction rules, qualify for a special deduction, subject to a minimum of 10% and a maximum of 25% of such expenses pursuant to Section 63B of the MITA.

### 2.2 Gains on Disposal of Investments

Gains on disposal of investments by the Fund will not be subject to income tax but where the investments represent shares in real property companies, such gains may be subject to Real Property Gains Tax ("RPGT") under the RPGT Act, 1976. A real property company is a controlled company which owns or acquires real properties or shares in real property companies with a market value of not less than 75% 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.

### 2.3 Service Tax

The issuance of units by the Fund to investors will not be subject to Service Tax. Any distributions made by the Fund to unitholders are also not subject to Service Tax. The Fund would not be required to pay Service Tax on the acquisition of fund management services from the Fund Manager.

To the extent that the Fund invests in any financial services products (e.g. securities, derivatives, units in a fund or unit trust), the acquisition of these interests will also not be subject to Service Tax.

If the Fund acquires any imported taxable services from a service provider outside of Malaysia, these services would be subject to 6% Service Tax. The Fund would be required to file an SST-02A return on an ad hoc basis and report and pay this amount of tax to the Royal Malaysian Customs Department.

#### 3. Taxation of Unit Holders

### 3.1 Taxable Distribution

Unit Holders will be taxed on an amount equivalent to their share of the total taxable income of the Fund to the extent such income is distributed to them. Unit Holders are also liable to pay income tax on the taxable income distributions paid by the Fund. Taxable income distributions carry a tax credit in respect of the tax chargeable on that part of the Fund. Unit Holders will be subject to tax on an amount equal to the net taxable income distribution plus attributable underlying tax paid by the Fund. No withholding tax will be imposed on the income distribution of the Fund.

Income distributed to Unit Holders is generally taxable as follows in Malaysia:-

Unit Holders	Malaysian Tax Rates for Year of Assessment 2022
Malaysian tax residents:	
■ Individual and non-corporate Unit Holders	■ Progressive tax rates ranging from 0% to 30%
Co-operative societies	■ Progressive tax rates ranging from 0% to 24%
■ Trust bodies	■ 24%
■ Corporate Unit Holders	
i. A company with paid up capital in respect of ordinary shares of not more than RM2.5 million where the paid up capital in respect of ordinary shares of other companies within the same group as such company is not more than RM2.5 million (at the beginning of the basis period for a year of assessment) and having gross income from source or sources consisting of a business of not more than RM50 million for the basis period of a year assessment	<ul> <li>17% for every first RM600,000 of chargeable income</li> <li>24% for chargeable income in excess of RM600,000</li> </ul>
ii. Companies other than those in (i) above	■ 24%
	■ 33% for chargeable income in excess of RM100,000,000 for the year of assessment 2022 only
Non-Malaysian tax residents:	
■ Individual and non-corporate Unit Holders	■ 30%
Co-operative societies	■ 24%

The tax credit that is attributable to the income distributed to the Unit Holders will be available for set off against tax payable by the Unit Holders. There is no withholding tax on taxable distributions made to non-resident Unit Holders.

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

### 3.2 Withholding Tax on Distribution from Retail Money Market Fund ("RMMF") to Unit Holders

Distribution of income of a unit trust fund that is a RMMF to its Unit Holders (other than the distribution of interest income to non-individual Unit Holders) is exempted from tax in the hands of the Unit Holders. Non-individual Unit Holders will be chargeable to tax on the income distributed to the Unit Holder from the interest income of a RMMF exempted under Paragraph 35A of Schedule 6 of the MITA with effect from 1 January 2022 as follows:-

Types of Unit Holders	Malaysian Tax Rates for Year of Assessment 2022	
Non-individual residents:		
<ul> <li>Withholding tax rate</li> </ul>	■ 24%	
Withholding tax mechanism	<ul> <li>Income distribution carries a tax credit, which can be utilised to set off against the tax payable by the Unit Holders</li> </ul>	
Due date of payment	<ul> <li>The withholding tax is to be remitted to the Director General of Malaysian Inland Revenue within one month of the distribution of interest income</li> </ul>	
Non-individual non-residents:		
Withholding tax rate	<b>2</b> 4%	
Withholding tax mechanism	<ul> <li>Withholding tax deducted will be regarded as a final tax</li> </ul>	
Due date of payment	<ul> <li>The withholding tax is to be remitted to the Director General of Malaysian Inland Revenue within one month of the distribution of interest income</li> </ul>	

As the Fund is not a RMMF, the above withholding tax on distribution of interest income that is exempted under Paragraph 35A of Schedule 6 of the MITA will not be applicable to the non-individual Unit Holders of the Fund.

### 3.3 Tax Exempt Distribution

Tax exempt distributions made out of gains from realisation of investments and other exempt income earned by the Fund will not be subject to Malaysian tax in the hands of Unit Holders, whether individual or corporate, resident or non-resident. All Unit Holders do not pay tax on that portion of their income distribution from the Fund's distribution equalisation account.

### 3.4 Distribution Voucher

To help complete a Unit Holder's tax returns, the Manager will send to each Unit Holder a distribution voucher as and when distributions are made. This sets out the various components of the income distributed and the amount of attributable income tax already paid by the Fund.

#### 3.5 Sale, Transfer or Redemption of Units

Any gains realised by a Unit Holder on the sale, transfer or redemption of his units are generally tax-free capital gains unless the Unit Holder is an insurance company, a financial institution or a person trading or dealing in securities. Generally, the gains realised by these categories of Unit Holders constitute business income on which tax is chargeable.

#### 3.6 Reinvestment of Distribution

Unit Holders who receive their income distribution by way of investment in the form of the purchase of new units will be deemed to have received their income distribution after tax and reinvested that amount in the Fund.

### 3.7 Unit Splits

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

#### 3.8 Service Tax

Pursuant to the Lampiran A of the First Schedule of the Service Tax Regulations 2018 ("First Schedule"), only taxable services listed in the First Schedule are subject to service tax. This excludes any investment income or gains received by the Unit Holder as such income and gains are not prescribed taxable services.

The legal fees, consultant fees and management fees may be subject to service tax at 6% if the service providers are registered for Services Tax. Effective from 1 January 2019, the imposition and scope of service tax has been widened to include any imported taxable service.

We hereby confirm that the statements made in this tax adviser letter correctly reflect our understanding and the interpretation of the current Malaysian tax legislations and the related interpretation and practice thereof, all of which may subject to change. 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

#### **Tax Exempt Income of Unit Trusts**

- 1. Interest or discount paid or credited to any individual, unit trust and listed closed-end fund in respect of the following will be exempt from tax:-
  - Securities or bonds issued or guaranteed by the Government; or
  - Debentures or sukuk, other than convertible loan stock, approved or authorized by, or lodged with, the SC; or
  - Bon Simpanan Malaysia issued by the Central Bank of Malaysia.
- 2. Income of a unit trust in respect of interest derived from Malaysia and paid or credited by any bank or financial institution licensed under the Financial Services Act 2013 ("FSA") or the Islamic Financial Services Act 2013 ("IFSA") or any development financial institution regulated under the Development Financial Institutions Act 2002 ("DFIA").

Provided that the exemption shall not apply to the interest paid or credited to a unit trust that is a wholesale fund which is a money market fund.

- 3. Interest in respect of any savings certificates issued by the Government.
- 4. Interest paid or credited to any person in respect of Sukuk originating from Malaysia, other than convertible loan stock, issued in any currency other than RM and approved or authorized by, or lodged with, the SC or approved by the Labuan Financial Services Authority.
- 5. Interest received in respect of bonds and securities issued by Pengurusan Danaharta Nasional Berhad within and outside Malaysia.
- 6. Interest income derived from bonds (other than convertible loan stocks) paid or credited by any company listed in Malaysia Exchange of Securities Dealing and Automated Quotation Berhad ("MESDAQ") (now known as Bursa Malaysia Securities Berhad ACE Market).
- 7. Income derived from the Sukuk Issue which has been issued by the Malaysia Global Sukuk Inc.
- 8. Discount or profit received from the sale of bonds or securities issued by Pengurusan Danaharta Nasional Berhad or Danaharta Urus Sendirian Berhad within and outside Malaysia.
- 9. Income derived from the Sukuk Ijarah, other than convertible loan stock, issued in any currency by 1Malaysia Sukuk Global Berhad.
- 10. Gain or profit received from the investment in Islamic securities, other than convertible loan stock, which are issued in accordance with the principles of *Mudharabah*, *Musyarakah*, *Ijarah*, *Istisna'* or any other principle approved by the Shariah Advisory Council established by the SC under the Capital Markets and Services Act 2007.
- 11. Gains or profits in lieu of interest, derived from the Sukuk Wakala in accordance with the principle of *Al-Wakala Bil Istithmar*, other than a convertible loan stock, issued in any currency by Wakala Global Sukuk Berhad.
- 12. Income derived from Sukuk Kijang is exempted from the payment of income tax pursuant to Income Tax (Exemption) (No. 10) Order 2013. For the purpose of this order, "Sukuk Kijang" means the Islamic Securities of nominal value of up to two hundred and fifty million United States dollars (USD\$250,000,000) issued or to be issued in accordance with the Shariah principle of Ijarah by BNM Kijang Berhad.
- 13. Gains or profits derived, in lieu of interest, derived from the Sukuk Wakala with the nominal value up to one billion and five hundred million United States Dollar (USD1,500,000,000.00) in accordance with the principle of *Wakala Bil Istithmar*, other than a convertible loan stock, issued by the Malaysia Sovereign Sukuk Berhad.
- 14. Gains or profits derived, in lieu of interest from the Sukuk Wakala with the nominal value up to one billion and five hundred million United States Dollar (US\$1,500,000,000.00) in accordance with the principle of *Wakala*, other than a convertible loan stock, issued by the Malaysia Sukuk Global Berhad (formerly known as 1Malaysia Sukuk Global Berhad).
- 15. Income received by the Fund from Malaysia Building Society Berhad ("MBSB").

### RELEVANT INFORMATION

### INFORMATION AVENUES

### How can I keep track of my investment?

You may obtain the daily Fund price from our website at www.aham.com.my.

The daily prices are based on information available one (1) Business Days prior to publication.

We will provide you with an annual report and a semi-annual report within two (2) months after the end of the financial period the report covers. In addition, we will also send you a monthly statement confirming the current Unit holdings and transactions relating to your Units in the Fund.

THE FUND'S ANNUAL REPORT IS AVAILABLE UPON REQUEST.

### Who should I contact if I need additional information of the Fund?

You can seek assistance from our customer service personnel at our toll-free number 1-800-88-7080 between 8.45 a.m. to 5.30 p.m. on a Business Day. Alternatively, you can email us at customercare@aham.com.my.

### **COMPLAINTS AVENUES**

### How do I make a complaint?

You may e-mail us at customercare@aham.com.my with the following information:

- particulars of the complainant which include name, correspondence address, contact number, e-mail address (if any) and other relevant information;
- circumstances of the non-compliance or improper conduct;
- parties alleged to be involved in the improper conduct; and
- any other supporting documentary evidence (if any).

### ANTI-MONEY LAUNDERING POLICIES AND PROCEDURES

Pursuant to the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 ("AMLATFPUAA") and SC's Guidelines on Prevention of Money Laundering and Terrorism Financing for Reporting Institutions for the Capital Market, it is our responsibility to prevent AHAM from being used for money laundering and terrorism financing activities. To this end, we have established an Anti-Money Laundering/Counter-Financing of Terrorism Framework (AML/CFT Framework) and put in place anti-money laundering process and procedures to combat such activities. This includes a robust due diligence process and procedures for client on-boarding (such as know-your-client procedures and customer due diligence) as well as ongoing monitoring of clients' transactions to detect any suspicious transactions.

To meet our regulatory obligations to verify the identity of our clients and to verify the source of funds, we may request for additional information from you. Information requested may include, but not limited to, supporting documents, documentary evidence to support information given and could extend to documents regarding identity of beneficial owners (if applicable). We reserve the right to reject an application to invest in the Fund should clients fail to provide the information required. Furthermore, where a particular transaction is deemed suspicious, we have an obligation under the AMLATFPUAA to notify the relevant authority of the transaction.

### **CONSENTS**

- The written consents of the Trustee, External Fund Manager and Shariah Adviser to the inclusion in this Prospectus of their names in the form and context in such names appear have been given before the issuance of this Prospectus and have not been subsequently withdrawn; and
- The written consent of the tax adviser to the inclusion in this Prospectus of its name and tax adviser's letter in the form and context in which they contained in this Prospectus have been given before the issuance of this Prospectus and has not been subsequently withdrawn.

### DOCUMENTS AVAILABLE FOR INSPECTION

Unit Holders may inspect without charge, at the business address of the Manager, the following documents or copies thereof, where applicable:

- The Deed and supplemental deed (if any) of the Fund;
- > The Prospectus and supplemental or replacement prospectus (if any) of the Fund;
- The latest annual and semi-annual reports of the Fund;
- Each material contract disclosed in the Prospectus and, in the case of contracts not reduced into writing, a memorandum which gives full particulars of the contracts;
- The audited financial statements of AHAM and the Fund for the current financial year (where applicable) and the last three (3) financial years or if less than three (3) years from the date of incorporation or commencement;
- All reports, letters or other documents, valuations and statements by any expert, any part of which is extracted or referred to in the Prospectus. Where a summary expert's report is included in the Prospectus, the corresponding full expert's report should be made available for inspection;
- > Writ and relevant cause papers for all current material litigation and arbitration disclosed in this Prospectus; and
- ➤ Any consent given by experts disclosed in this Prospectus.

### **DIRECTORY OF SALES OFFICES**

# AHAM ASSET MANAGEMENT BERHAD (FORMERLY KNOWN AS AFFIN HWANG ASSET MANAGEMENT BERHAD):

**HEAD OFFICE** 

Ground Floor, Menara Boustead

69 Jalan Raja Chulan 50200 Kuala Lumpur Tel : 03 – 2116 6000 Fax : 03 – 2116 6100 Toll Free No : 1-800-88-7080

Website: www.aham.com.my

Email: customercare@aham.com.my

**PENANG** 

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Toll Free No : 1800-888-377

PERAK

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30450 Ipoh, Perak Tel: 05 - 241 0668 Fax: 05 – 255 9696 **JOHOR** 

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Johor

Tel: 07 – 227 8999 Fax: 07 – 223 8998

**MELAKA** 

Ground Floor

No. 584 Jalan Merdeka Taman Melaka Raya 75000 Melaka Tel: 06 -281 2890 Fax: 06 -281 2937

**SABAH** 

Unit 1.09(a), Level 1, Plaza Shell 29, Jalan Tunku Abdul Rahman 88000 Kota Kinabalu, Sabah

Tel : 088 - 252 881 Fax : 088 - 288 803 SARAWAK

Ground Floor, No. 69

Block 10, Jalan Laksamana Cheng Ho

93200 Kuching, Sarawak Tel: 082 – 233 320 Fax: 082 – 233 663

1<sup>st</sup> Floor, Lot 1291 Jalan Melayu, MCLD 98000 Miri, Sarawak Tel : 085 - 418 403

Fax: 085 - 418 403

#### **AUTHORISED DISTRIBUTORS:**

For more information about our authorised distributors, kindly contact our customer service personnel at our toll free number 1-800-88-7080 between 8.45 a.m. to 5.30 p.m. on a Business Day. Alternatively, you can e-mail us at customercare@aham.com.my.

PROSPECTIVE UNIT HOLDERS SHOULD READ AND UNDERSTAND THE CONTENTS OF THE PROSPECTUS AND, IF NECESSARY, SHOULD CONSULT THEIR ADVISER(S).

AHAM Asset Management Berhad (Formerly known as Affin Hwang Asset Management Berhad) Registration No: 199701014290 (429786-T)

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