# INFORMATION MEMORANDUM

# BERJAYA AMANAH INCOME FUND

**THIS INFORMATION MEMORANDUM IS DATED 22 APRIL 2026**

**DATE OF CONSTITUTION**
**13 APRIL 2026**

**MANAGER**
**BERJAYA MUTUAL BERHAD**
*Registration No. 199001013139 (204709-U)*

**TRUSTEE**
**AMANAHRAYA TRUSTEES BERHAD**
*Registration No. 200701008892 (766894-T)*

**UNITS OF THE FUND MAY ONLY BE SOLD TO SOPHISTICATED INVESTORS.**

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

**FOR INFORMATION CONCERNING CERTAIN RISK FACTORS WHICH SHOULD BE CONSIDERED BY PROSPECTIVE INVESTORS, SEE "RISK FACTORS" COMMENCING ON PAGE 5 OF THIS INFORMATION MEMORANDUM.**

**!** **YOU SHOULD NOT MAKE PAYMENT IN CASH TO OR ISSUE A CHEQUE IN THE NAME OF A SALES REPRESENTATIVE.**

**TABLE OF CONTENTS**


**RESPONSIBILITY STATEMENTS AND STATEMENTS OF DISCLAIMER** i
**CORPORATE DIRECTORY** ii
**DEFINITIONS** iii
**CHAPTER 1: KEY DATA OF THE FUND** 1
**CHAPTER 2: RISK FACTORS** 5
2.1 GENERAL RISKS OF INVESTING IN THE FUND 5
2.2 SPECIFIC RISKS RELATED TO THE FUND 6
2.3 RISK MANAGEMENT 6
**CHAPTER 3: FUND INFORMATION** 8
3.1 FUND'S PROFILE 8
3.2 INVESTOR'S PROFILE 8
3.3 INVESTMENT OBJECTIVE 8
3.4 INVESTMENT POLICY AND STRATEGY 8
3.5 ASSET ALLOCATION 9
3.6 PERFORMANCE BENCHMARK 9
3.7 PERMITTED INVESTMENTS 9
3.8 INVESTMENT RESTRICTIONS AND LIMITS 9
3.9 VALUATION OF THE ASSETS OF THE FUND 9
3.10 VALUATION POINT FOR THE FUND 10
3.11 POLICY ON GEARING AND MINIMUM LIQUID ASSETS REQUIREMENTS 10
3.12 SHARIAH INVESTMENT GUIDELINES 10
**CHAPTER 4: FEES, CHARGES AND EXPENSES** 12
4.1 EXPENSES DIRECTLY INCURRED BY UNIT HOLDERS 12
4.2 EXPENSES INDIRECTLY INCURRED BY UNIT HOLDERS 12
4.3 OTHER EXPENSES DIRECTLY RELATED TO THE FUND 12
**CHAPTER 5: TRANSACTION INFORMATION** 14
5.1 PRICING POLICY 14
5.2 INCORRECT PRICING 14
5.3 COMPUTATION OF NAV AND NAV PER UNIT 14
5.4 SUBSCRIPTION OF UNITS 15
5.5 REDEMPTION OF UNITS 16
5.6 TRANSFER OF UNITS 17
5.7 SWITCHING OF UNITS 17
5.8 COOLING-OFF 17
5.9 PERIODIC REPORTING TO UNIT HOLDERS 17
**CHAPTER 6: MANAGEMENT COMPANY** 19
6.1 THE MANAGER 19
6.2 ROLES & RESPONSIBILITY 19
6.3 BOARD OF DIRECTORS 19
6.4 DESIGNATED FUND MANAGER 19
**CHAPTER 7: TRUSTEE** 20
7.1 BACKGROUND INFORMATION 20

7.2 DUTIES AND RESPONSIBILITIES OF THE TRUSTEE 20
7.3 TRUSTEE'S RESPONSIBILITY STATEMENT 20
7.4 MATERIAL LITIGATION AND ARBITRATION 20
**CHAPTER 8: SALIENT TERMS OF THE DEED 21**
8.1 UNIT HOLDERS' RIGHTS AND LIABILITIES 21
8.2 TERMINATION OF THE FUND 21
8.3 POWER TO CALL FOR A MEETING 21
**CHAPTER 9: OTHER INFORMATION 22**
9.1 UNCLAIMED MONEYS 22
9.2 ANTI-MONEY LAUNDERING, ANTI-TERRORISM FINANCING AND PROCEEDS OF UNLAWFUL ACTIVITIES ACT 2001 22
9.3 POLICY ON REBATES AND SOFT COMMISSION 22
9.4 CUSTOMER INFORMATION SERVICE 22

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## RESPONSIBILITY STATEMENTS AND STATEMENTS OF DISCLAIMER

### RESPONSIBILITY STATEMENTS

This Information Memorandum has been reviewed and approved by the directors and/or authorised committee and/or persons approved by the Board of Directors of Berjaya Mutual Berhad ("Manager") and they have collectively and individually accepted full responsibility for the accuracy of the information. Having made all reasonable inquiries, they confirm to the best of their knowledge and belief, that there are no false or misleading statements, or omission of other facts which would make any statement in this Information Memorandum false or misleading.

### STATEMENTS OF DISCLAIMER

**A copy of this Information Memorandum has been lodged with the Securities Commission Malaysia. The Securities Commission Malaysia has not authorised or recognised Berjaya Amanah Income Fund ("Fund") and a copy of this Information Memorandum has not been registered with the Securities Commission Malaysia. The lodgement of this Information Memorandum 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 Information Memorandum.**

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

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

### ADDITIONAL STATEMENTS

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

The Fund has been certified as Shariah-compliant by the Fund's appointed Shariah Adviser.

This Information Memorandum is not intended to and will not be issued and distributed in any country or jurisdiction other than in Malaysia. The Manager reserves the right not to sell to any person other than a Malaysian resident or citizen, any Units of the Fund to which this Information Memorandum relates.

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## CORPORATE DIRECTORY

| | |
|---|---|
| **MANAGER** | **BERJAYA MUTUAL BERHAD**<br>*Registration No.: 199001013139 (204709-U)* |
| Registered Address | Lot 13-01A, Level 13 (East Wing), Berjaya Times Square, No. 1 Jalan Imbi, 55100 Kuala Lumpur |
| Business Address | West Wing, Level 13, Berjaya Times Square, No. 1 Jalan Imbi, 55100 Kuala Lumpur |
| Telephone No. | 03-2117 1889 |
| Fax No. | 03-2142 6029 |
| Email | enquiry@berjayamutual.com.my |
| Website | www.berjayamutual.com.my |

| | |
|---|---|
| **TRUSTEE** | **AMANAHRAYA TRUSTEES BERHAD**<br>*Registration No.: 200701008892 (766894-T)* |
| Registered Address | Level 34 Vista Tower, The Intermark, 348 Jalan Tun Razak, 50400 Kuala Lumpur |
| Business Address | Level 31 Vista Tower, The Intermark, 348 Jalan Tun Razak, 50400 Kuala Lumpur |
| Telephone No. | 03-8680 5129 |
| Fax No. | 03-2072 0322 |
| Email | info@artrustees.com.my |
| Website | www.artrustees.my |

| | |
|---|---|
| **SHARIAH ADVISER** | **SALIHIN SHARIAH ADVISORY SDN BHD**<br>*Registration No.: 201001034966 (0918889-D)* |
| Registered Address | 555, Jalan Samudra Utara 1, Taman Samudra, 68100 Batu Caves, Selangor |
| Business Address | Level 25-02, Menara FELDA, No 11, Persiaran KLCC, 50088 Kuala Lumpur |
| Telephone No. | 03-6185 9970 |
| Fax No. | 03-6184 2524 |
| Email | ssa@salihin.com \| info@salihin.com |

You may refer to our website for an updated information on our details.

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## DEFINITIONS

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

| | |
|---|---|
| Act | Capital Markets and Services Act 2007 as originally enacted and amended or modified from time to time. |
| ADI | Authorised Depository Institution. |
| BNM | Bank Negara Malaysia. |
| Board of Directors | The board of directors of Berjaya Mutual Berhad |
| Bursa Malaysia | The stock exchange managed and operated by Bursa Malaysia Securities Berhad, including such other name as it may be amended from time to time. |
| Business Day | A day on which the Bursa Malaysia is open for trading and/or banks in Kuala Lumpur are open unless otherwise provided for in the Information Memorandum. |
| Cooling-Off Period | The cooling-off period shall be for a total of six (6) Business Days commencing from the date the application for Units is received by the Manager. |
| Cooling-Off Right | A cooling-off right refers to the right of an individual Unit Holder to obtain a refund on his investment in the Fund if he so requests within the cooling-off period. A cooling-off right is only given to an individual investor, other than those listed below, who is investing in any of the Manager's funds for the first time:<br><br>(i) staff of the Manager; and<br>(ii) persons registered with a body approved by the SC to deal in unit trusts. |
| Deed | The principal deed entered into between the Manager and the Trustee dated 13 April 2026 in respect of the Fund, including any supplemental deeds thereto. |
| Deposit(s) | As per the definition of "deposit" in the Financial Services Act 2013 and "Islamic deposit" in the Islamic Financial Services Act 2013. |
| Development Financial Institution | Has the meaning assigned to it in the Development Financial Institutions Act 2002. |
| FIMM | Federation of Investment Managers Malaysia. |
| Financial Institution | Means any of the following:<br><br>(i) licensed bank;<br>(ii) licensed investment bank;<br>(iii) licensed Islamic bank; or<br>(iv) development financial institution.<br><br>If the institution is outside Malaysia, any institution that is licensed, registered, approved or authorized by the relevant banking regulator to provide financial services. |
| Forward Pricing | The buying or selling price for Units is the NAV per Unit of the Fund as at the next valuation point, after the request for repurchase or purchase is received by the Manager. |
| Fund | Berjaya Amanah Income Fund |
| Fund Manager | Means a person who undertakes the fund management function, or part thereof, for a unit trust fund and who is either–<br><br>(a) a holder of a Capital Markets Services Licence for the regulated activity of fund management; or<br>(b) in the case of a company outside Malaysia, a person properly licensed or authorised by the relevant regulator in its home jurisdiction to carry out fund management activities |
| Guidelines | Guidelines on Unlisted Capital Market Products under the Lodge and Launch Framework issued by the SC and as amended, substituted or replaced from time to time. |
| Information Memorandum | The information memorandum of this Fund, including any supplemental information memorandum thereto. |
| Initial Offer Period | A period whereby Units will be offered at the Initial Offer Price. |
| Initial Offer Price | A fixed price per Unit offered to investors during the Initial Offer Period. |
| Latest Practicable Date | 31 March 2026, in which all information provided herein, shall remain current and relevant as at such date. |

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| Licensed Bank | Has the meaning assigned to it in the Financial Services Act 2013. |
| Licensed Investment Bank | Has the meaning assigned to it in the Financial Services Act 2013. |
| Licensed Islamic Bank | Has the meaning assigned to it in the Islamic Financial Services Act 2013. |
| Lock-up Period | A period of twelve (12) months from the month of subscription of Units. Redemption of Units shall only be permitted on the next available Redemption Day immediately following the expiry of such twelve (12) months period. Upon expiry of the applicable Lock-up Period, such Units shall remain redeemable only on the Redemption Day of each year (being the last Business Day of September, or such other day as may be determined by the Manager at its sole discretion), unless a valid redemption request is submitted in accordance with the terms of the Fund. In the event of a partial redemption of Units, any remaining Units held by the Unit Holder shall be subject to a new lock-up period of twelve (12) months from the relevant Redemption Day, and shall thereafter be redeemable only on the next available Redemption Day following the expiry of such period. In the absence of a valid redemption request, the Units shall continue to be held and remain subject to the redemption provisions of the Fund. |
| Manager/Berjaya Mutual | Berjaya Mutual Berhad<br>*Registration No. 199001013139 (204709-U)* |
| Net Asset Value or NAV | The value of all the Fund's assets less the value of all the Fund's liabilities at the valuation point. |
| NAV per Unit | The Net Asset Value divided by the number of Units in Circulation at the valuation point. |
| Redemption Day | The last Business Day of September of each year, or such other day as may be determined by the Manager at its sole discretion.<br><br>*Note: Unit Holders must submit a valid redemption request at least sixty (60) days prior to the relevant Redemption Day, or within such other notice period as may be determined by the Manager at its sole discretion.* |
| Repurchase Price | NAV per Unit of the Fund and the price at which the Manager repurchases/buys back Units from Unit Holders. |
| RM | Ringgit Malaysia, the lawful currency of Malaysia. |
| Securities Commission or SC | The Securities Commission Malaysia established under the Securities Commission Malaysia Act 1993. |
| Selling Price | NAV per Unit of the Fund and the price at which the Manager sells the Units to the Unit Holders. |
| Shariah | Islamic law originating from Qu'ran (the holy book of Islam), and its practices and explanations rendered by the prophet Muhammad PBUH (Sunnah) and ijtihad of ulama' (personal effort by qualified Shariah scholars to determine the true ruling of the divine law on matters whose revelations are not explicit). |
| Shariah-compliant | Shariah-compliant refers to compliance to Shariah rulings and decisions issued by the Shariah Advisory Council of Securities Commission and the Shariah Adviser of the Fund, and as determined by other relevant bodies. |
| Shariah Adviser | Salihin Shariah Advisory Sdn Bhd<br>*Registration No.: 201001034966 (0918889-D)* |
| Shariah Requirements | A phrase or expression which generally means making sure that any human conduct must not involve any elements which are prohibited by the Shariah, all the essential elements that make up the conduct must be present and meet all the necessaries required by the Shariah. |
| Short-term | A period of 365 days and less. |
| Sophisticated Investors | Refers to any person who:<br><br>(a) is determined to be a sophisticated investor under the Guidelines on Categories of Sophisticated Investors issued by the SC and as amended, substituted or replaced from time to time;<br>(b) acquires any capital market product specified under the Guidelines on Unlisted Capital Market Products under the Lodge and Launch Framework where the consideration is not less than RM250,000 or its equivalent in foreign currencies for each transaction whether such amount is paid for in cash or otherwise as stated in the SC Technical Note No.1/2024; or<br>(c) any other category(ies) of investors as may be permitted by the SC from time to time. |
| Special Resolution | 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 at the meeting in person or by proxy" means three-fourths (3/4) of the votes cast by the Unit Holders present and voting at the meeting in person or by proxy. |

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| | For the purposes of terminating or winding-up the Fund, "Special Resolution" means a resolution passed at a meeting of Unit Holders duly convened in accordance with the Deed by a majority in number representing at least three-fourths (3/4) of the value of the Units held by the Unit Holders present and voting at the meeting in person or by proxy. |
| Trustee | AmanahRaya Trustees Berhad<br>*Registration No. 200701008892 (766894-T)* |
| Unit(s) | Refers to an undivided share in the beneficial interest and/or right in the Fund and a measurement of the interest and/or right of a Unit Holder in the Fund. |
| Unit Holder(s) | Investor(s) for the time being registered as the holder of Units in the Fund, including a joint holder. |
| Units in Circulation | Means units created and fully paid, and which has not been cancelled. |

**WORDS IMPORTING THE SINGULAR SHALL, WHERE APPLICABLE, INCLUDE THE PLURAL AND VICE VERSA AND WORDS IMPORTING THE MASCULINE GENDER SHALL, WHERE APPLICABLE, INCLUDE THE FEMININE AND NEUTER GENDERS AND VICE VERSA. REFERENCES TO PERSON SHALL INCLUDE CORPORATIONS.**

**ANY REFERENCE IN THIS INFORMATION MEMORANDUM TO ANY ENACTMENT OR GUIDELINE IS A REFERENCE TO THE ENACTMENT OR GUIDELINE AS FOR THE TIME BEING AMENDED OR RE-ENACTED.**

**ANY REFERENCE TO A TIME OF DAY IN THE INFORMATION MEMORANDUM SHALL BE REFERENCED TO MALAYSIAN TIME, UNLESS OTHERWISE STATED.**

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## CHAPTER 1: KEY DATA OF THE FUND

This section contains a summary of the salient information about the Fund.

### FUND INFORMATION

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| Fund Name | Berjaya Amanah Income Fund |
| Brief Information | Berjaya Amanah Income Fund aims to provide Sophisticated Investors with regular income primarily through investments in fixed income securities. This Fund is not a capital protected or a capital guaranteed fund. |
| Fund Category | Shariah-compliant wholesale fixed income |
| Fund Type | Income |
| Investors' Profile | The Fund may only be sold to Sophisticated Investors and is suitable for Sophisticated Investors who:<br>▪ want a portfolio of investments that adhere to Shariah principles;<br>▪ seek regular income;<br>▪ have a short-term investment horizon;<br>▪ do not prioritise liquidity;<br>▪ want an exposure primarily in Shariah-compliant fixed income securities; and<br>▪ have medium risk tolerance. |
| Launch Date | 22 April 2026 |
| Financial Year End | 30 April |
| Initial Offer Period | A period of up to twenty-one (21) calendar days from the launch date, whereby Units of the Fund are open for sale at Initial Offer Price, or any shorter period as determined at the sole discretion of the Manager. |
| Initial Offer Price | A fixed price of RM1.0000 per Unit offered to investors during the Initial Offer Period. |
| Base Currency | RM |
| Investment Objective | The Fund seeks to maximize total return for investors primarily through investments in Shariah-compliant fixed income securities. Any material change to the investment objective of the Fund would require the approval of Unit Holders. |
| Investment Policy and Strategy | The Fund seeks to achieve its investment objective by investing in a portfolio of primarily Shariah-compliant fixed income securities. The Fund will invest a minimum of 80% of its NAV in rated/unrated Shariah-compliant fixed income securities and up to 20% in Islamic money market instruments, cash and/or cash equivalents. The Manager may also invest in a single issuance/issuer and/or issuance issued by a related party issuer. In order to maximize the total return, the Fund may invest up to 100% of its NAV in unrated Shariah-compliant fixed income securities for yield enhancement. The Manager will purchase Shariah-compliant fixed income securities with the intention of holding them until maturity. However, the Manager reserves the right to deal with the Shariah-compliant fixed income securities in the best interest of the Unit Holders, such as:<br>(i) in the event of deterioration in the credit profile of the issuer or instrument (including, where applicable, a credit rating downgrade for rated instruments), including but not limited to adverse changes in financial condition, repayment behaviour or business performance, or during market upheavals where the Manager is of the opinion that trading of the Shariah-compliant fixed income securities is required to protect the investment return of the Fund. Nevertheless, the Manager can continue to hold the Shariah-compliant fixed income securities despite such deterioration in credit profile or rating downgrade (where applicable) if immediate disposal of such Shariah-compliant fixed income securities would not be in the best interest of the Unit Holders; or<br>(ii) where the Manager deems that the trading of Shariah-compliant fixed income securities is necessary to manage risk and/or optimise portfolio performance in order to achieve the objective of the Fund.<br><br>The Manager may take a temporary defensive measure that may be inconsistent with the Fund's principal strategy in attempting to respond to adverse market conditions, economic, political or any other conditions which the Manager deem detrimental to the Fund. Under such circumstances, the Fund may not be able to pursue its investment goal. |

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| | In case of severe adversities such as global credit crunch, the Fund may need to dispose Shariah-compliant fixed income securities in favour of Islamic money market instruments to safeguard the investment portfolio of the Fund. In the unlikely event of a credit rating downgrade, the Manager reserves the right to deal with the Shariah-compliant fixed income securities in the best interest of the Fund. |
| Asset Allocation | Type of Asset — % of NAV<br>▪ Rated/unrated Shariah-compliant fixed income securities — 80% - 100%<br>▪ Islamic money market instruments, cash and/or cash equivalents — 0% - 20% |
| Principal Risks Associated with the Fund | ▪ Credit/Default Risk<br>▪ Interest/Profit Rate Risk<br>▪ Concentration Risk<br>▪ Shariah-Non-Compliance Risk<br>▪ Islamic Collective Investment Scheme Risk<br>▪ Redemption Restriction Risk |
| Performance Benchmark | Absolute return of 6.00% per annum.<br><br>*Note: The risk profile of the Fund is different from the risk profile of the benchmark.* |
| Distribution Policy | Distribution, if any, will be made on a semi-annual basis (or at such other frequency as may be determined by the Manager from time to time) and shall be subject to the availability of realized income received from investment. |
| Mode of Distribution | All income distribution shall be paid out to the investor within twenty (20) calendar days from the distribution ex-date. |

## TRANSACTION INFORMATION

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| Minimum Initial Investment | RM5,000 or such other amount as the Manager may at its discretion deem appropriate. |
| Minimum Additional Investment | Multiples of RM1,000 or such other amount as the Manager may at its sole discretion deem appropriate. |
| Minimum Holding of Units | 1,000 Units. |
| Minimum Redemption of Units | 1,000 Units or such other number of Units, either greater than or less than 1,000 Units, as the Manager may at its sole discretion deem appropriate. If the Units in a Unit Holder's account are less than the minimum holding of Units after a redemption application is made, all Units in the Fund held by the Unit Holder may be redeemed automatically. |
| Conditions for Redemption | Unit Holders are required to stay invested in the Fund during the Lock-up Period. Unit Holders may only redeem their investments in the Fund by completing the prescribed application/ transaction form or such other manner as the Manager may accept and returning it to the Manager at least sixty (60) calendar days, or within such other notice period as may be determined by the Manager at its sole discretion, prior to a Redemption Day. For the avoidance of doubt, completion of the Lock-up Period does not entitle a Unit Holder to immediate redemption. Redemption may only be effected on the next available Redemption Day, subject to the completion of the applicable Lock-up Period.<br><br>Where a Unit Holder does not submit a redemption request at least sixty (60) calendar days (or within such other notice period as may be determined by the Manager at its sole discretion) prior to a Redemption Day, any Units that have completed the applicable Lock-up Period shall not be redeemed and shall instead be subject to a new Lock-up Period of twelve (12) months commencing from that Redemption Day.<br><br>The application/ transaction form is available at the office of the Manager. Any redemption request received by the Manager after 4.00 p.m. will be treated as having been made on the next Business Day. |
| | **! UNIT HOLDERS ARE REQUIRED TO REMAIN INVESTED IN THE FUND DURING THE APPLICABLE LOCK-UP PERIOD, DURING WHICH NO REDEMPTION IS PERMITTED. UPON COMPLETION OF THE LOCK-UP PERIOD, UNITS MAY ONLY BE REDEEMED ON A REDEMPTION DAY, SUBJECT TO THE TERMS AND CONDITIONS OF THE FUND.** |
| Payment of Redemption Proceeds | Redemption proceeds will be paid to the Unit Holders within ten (10) Business Days from Redemption Day. |
| Transfer Facility | Not applicable. |
| Switching Facility | Not applicable. |

## FEES, CHARGES AND EXPENSES

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

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| Sales Charge | Up to 1.50% of the NAV per Unit. |
| Repurchase Charge | Nil. |
| Transfer Fee | Not applicable. |
| Switching Fee | Not applicable. |

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

| | |
|---|---|
| Management Fee | Up to 0.50% per annum of the NAV of the Fund. The management fee is calculated and accrued on a daily basis, and is payable monthly. |
| Trustee Fee | 0.02% per annum of the NAV of the Fund subject to a minimum fee of RM5,000 per annum (inclusive of ADI charges). The trustee fee is calculated and accrued on a daily basis, and is payable monthly. |
| Other Expenses | Only the expenses (or parts thereof) which are directly related and necessary in operating and administering the Fund may be charged to the Fund. These would include (but are not limited to) the following: |

(a) commissions/fees paid to brokers/dealers in effecting dealings in the investments of the Fund, shown on the contract notes or confirmation notes;
(b) taxes and other duties charged on the Fund by the government and/or other authorities;
(c) costs, fees and expenses properly incurred by the auditor and/or tax agent appointed for the Fund;
(d) 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;
(e) costs, fees and expenses incurred for any meeting of the Unit Holders save where such meeting is convened by, or for the benefit of the Manager and/or the Trustee;
(f) costs, commissions, fees and expenses of the sale, purchase, insurance/takaful and any other dealing of any asset of the Fund;
(g) costs, fees and expenses incurred in engaging any specialist approved by the Trustee for investigating or evaluating any proposed investment of the Fund;
(h) costs, fees and expenses incurred in engaging any adviser for the benefit of the Fund;
(i) costs, fees and expenses incurred in the preparation and audit of the taxation, returns and accounts of the Fund;
(j) costs, fees and expenses incurred for the fund valuation and accounting of the Fund performed by a fund valuation agent;
(k) costs, fees and expenses incurred in the termination of the Fund or the removal of the Trustee or the Manager and the appointment of a new trustee or management company;
(l) costs, fees and expenses incurred in relation to any arbitration or other proceedings concerning the Fund or any asset of the Fund, including proceedings against the Trustee or the Manager by the other for the benefit of the Fund (save to the extent that legal costs incurred for the defence of either of them are not ordered by the court to be reimbursed by the Fund);
(m) remuneration and out of pocket expenses of the person(s) or members of a committee undertaking the oversight function of the Fund, unless the Manager decides otherwise;
(n) costs, fees and expenses deemed by the Manager to have been incurred in connection with any change or the need to comply with any change or introduction of any law, regulation or requirement (whether or not having the force of law) of any governmental or regulatory authority;
(o) (where the custodial function is delegated by the Trustee) charges and fees paid to sub-custodians taking into custody any foreign assets of the Fund;
(p) expenses and charges incurred in the printing and postage for the annual/quarterly report, tax certificates, reinvestment statements and other services properly incurred in the administration of the Fund;
(q) all costs and/or expenses associated with the distributions declared pursuant to the Deed and the payment of such distribution including without limitation fees, costs and/or expenses for the revalidation or reissuance of any distribution cheque or warrant or telegraphic transfer; and
(r) any other fees as may be imposed by the SC in relation to the Fund.

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## OTHER INFORMATION

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| Deed(s) Governing the Fund | The principal Deed dated 13 April 2026 in respect of the Fund entered into between the Manager and the Trustee, and any supplemental(s) thereto. |
| Reporting to Unit Holders | The Manager will send to Unit Holders the monthly statement of account, quarterly and annual reports (within 2 months of the end of the respective financial period/year).<br><br>The monthly statement of account details all transactions made by the investor(s) in relation to the Fund whereas the quarterly and annual reports (in hard or soft copy format) consists of, among others, audited financial statements (annual reports only) and information on the Fund's performance. |

**THE MANAGER MAY, FOR ANY REASON AND/OR AT ANY TIME, WAIVE OR REDUCE THE AMOUNT OF ANY FEES OR OTHER CHARGES PAYABLE BY THE UNIT HOLDERS IN RESPECT OF THE FUND, EITHER GENERALLY OR SPECIFICALLY, AND FOR ANY PERIOD OF TIME AT ITS ABSOLUTE DISCRETION. ALL FEES AND CHARGES PAYABLE TO THE MANAGER AND THE TRUSTEE ARE SUBJECT TO ANY APPLICABLE TAX WHICH MAY BE IMPOSED BY THE GOVERNMENT OR OTHER AUTHORITIES FROM TIME TO TIME.**

**INVESTORS ARE ADVISED TO READ THE INFORMATION MEMORANDUM AND OBTAIN PROFESSIONAL ADVICE BEFORE SUBSCRIBING TO THE UNITS OF THE FUND.**

**FOR INFORMATION CONCERNING CERTAIN RISK FACTORS WHICH INVESTORS SHOULD CONSIDER, PLEASE REFER TO THE "RISK FACTORS" SECTION COMMENCING ON PAGE 5.**

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## CHAPTER 2: RISK FACTORS

### 2.1 GENERAL RISKS OF INVESTING IN THE FUND

The Fund is exposed to the following general risks:

| General Risk | Description |
|---|---|
| Fund Management Risk | Fund management risk refers to the day-to-day management of the Fund by the Manager which will impact the performance of the Fund. For example, investment decisions undertaken by the Manager as a result of incorrect view of the market or any non-compliance with internal policies, investment objective of the Fund, relevant laws or guidelines due to factors such as human error or weaknesses in operational process and systems, may adversely affect the performance of the Fund. |
| Market Risk | Market risk refers to a risk which generally affects all types of investments. The Fund will be affected by the fluctuation in the performance of the financial markets, caused by changing conditions as a result of global, regional or domestic economic conditions, political developments and/or governmental policies which will in turn affect the value of the Fund. |
| Liquidity Risk | Liquidity risk refers to the risk that the Fund may not be able to realise its investments in a timely manner, or at fair value, due to insufficient market liquidity or adverse market conditions. If the Fund holds assets that are illiquid or difficult to dispose of, the Fund may be required to sell such assets at unfavourable prices, which may adversely affect the value of the Fund. This risk is particularly relevant as the Fund may invest in instruments which are not actively traded in a secondary market and may therefore be subject to limited liquidity. As a result, the Fund may require a longer period to liquidate its investments to meet redemption requests, and payment of redemption proceeds to Unit Holders may be delayed beyond the usual settlement timeframe. |
| Performance Risk | Performance risk refers to the absence of a guarantee in relation to the investment returns or on distribution to the investors. |
| Inflation Risk | Inflation risk refers to the risk that investors' investment in the Fund may not grow or generate income at a rate that keeps pace with inflation. This would reduce investors' purchasing power even though the value of the investment in monetary terms has increased. |
| Loan/Financing Risk | Loan/Financing risk occurs when investors take a loan/financing to finance their investment. The inherent risk of investing with borrowed money includes investors being unable to service the loan/financing repayments. In the event Units are used as collateral, an investor may be required to top-up the investors' existing installment if the price of Units fall below certain level due to market conditions. |
| Non-Compliance Risk | Non-compliance risk refers to the possibility that the Manager may not follow the provisions set out in the Information Memorandum or the Deed or the laws, rules, Guidelines or internal operating policies which govern the Fund. Non-compliance may occur directly due to factors such as human error or system failure and can also occur indirectly due to amendment of the relevant regulatory frameworks, laws, rules and other legal practices affecting the Fund. This risk may result in operational disruptions and potential losses to the Fund. |
| Redemption Suspension Risk | The redemption of Units of the Fund may be suspended under exceptional circumstances, such as where the fair value of a material portion of the Fund's assets cannot be reasonably determined. Upon suspension, the Fund will not be able to pay Unit Holders' redemption proceeds in a timely manner and Unit Holders will be compelled to remain invested in the Fund for a longer period of time than the stipulated redemption timeline. Hence, Unit Holder's investments will continue to be subjected to the risk factors inherent to the Fund. |
| Operational Risk | The risk of loss to Unit Holders arising from inadequacies in, or failures of, the Manager's internal procedures and controls for monitoring and quantifying the risks and contractual obligations associated with investments in a fund. Although the occurrence of such events is very unlikely, the Manager seeks to mitigate the risk through the establishment of systematic operational procedures and stringent internal controls. |

## 2.2 SPECIFIC RISKS RELATED TO THE FUND

Specific risks affecting investments in this Fund may include but are not limited to:

| Specific Risk | Description |
|---|---|
| Credit/Default Risk | Credit risk relates to the creditworthiness of the issuers of the Shariah-compliant fixed income securities and Islamic money market instruments and their expected ability to make timely payment of interest/profit and/or principal. Any adverse situations faced by the issuer may impact the value as well as liquidity of these instruments. In the case of rated Shariah-compliant fixed income securities or Islamic money market instruments, this may lead to a credit downgrade. Default risk relates to the risk that an issuer either defaulting on payments or failing to make payments in a timely manner which will in turn adversely affect the value of these securities/instruments, which could affect the value of the Fund. |
| Interest/Profit Rate Risk | Interest/profit rate risk refers to the impact of interest/profit rate changes on the valuation of Shariah-compliant fixed income securities and Islamic money market instruments. When interest/profit rates rise, Shariah-compliant fixed income securities and Islamic money market instruments prices will generally decline, and this may lower the market value of the Fund's investment in such securities/instruments and vice versa. In order to mitigate interest/profit rate risk, the Manager will manage the portfolio by taking into account the interest/profit or coupon rate and time to maturity of these assets. |
| Concentration Risk | As the Fund is allowed to invest 100% of its NAV in a single asset class or a single investment, the value of investment may be affected more by the performance of that single asset class or single investment as compared to diversified investments into multiple asset classes or investments. |
| Shariah Non-Compliance Risk | Shariah non-compliance risk refers to the risk of legal or regulatory sanctions, financial loss or non-financial implications including reputational damage due to failure to comply with the rulings of the Shariah Advisory Council of Securities Commission Malaysia, standards on Shariah matters issued by Securities Commission Malaysia, or decisions or advice of the Shariah committee/Shariah Adviser. Shariah non-compliance risk also refers to the risk that the currently held Shariah-compliant instruments, Islamic deposits and/or investment placement in the Fund may be reclassified as Shariah non-compliant in the periodic review of the instruments by the relevant regulatory body mentioned above including the Shariah Advisory Council of Bank Negara Malaysia. Should this situation happen, the Manager must take the necessary steps to dispose of such instruments according to Shariah requirements, subject to the approval of the Shariah Adviser. |
| Islamic Collective Investment Scheme Risk | As the Fund may invest in Islamic collective investment schemes, its performance is subject to the performance of such schemes. Any adverse developments, including but not limited to unfavourable market conditions, investment misjudgements, or operational issues at the level of the underlying schemes, may lead to a decline in their net asset value, which may consequently have an adverse impact on the NAV of the Fund. |
| Redemption Restriction Risk | Unit Holders are required to remain invested in the Fund during each applicable Lock-up Period, during which no redemption of Units is permitted. Upon completion of the Lock-up Period, Units may only be redeemed on a Redemption Day. Unit Holders are required to submit redemption requests at least sixty (60) calendar days, or within such other notice period as may be determined by the Manager at its sole discretion, prior to the relevant Redemption Day. In the event that a Unit Holder does not submit a valid redemption request within the prescribed notice period, the relevant Units shall continue to be subject to a further Lock-up Period. Units will be redeemed on the relevant Redemption Day at the applicable Net Asset Value. During the Lock-up Period and until redemption is effected, Unit Holders' investments will remain exposed to the risks associated with the Fund. |

## 2.3 RISK MANAGEMENT

The Manager has in place proper risk management structures including:

(a) strict adherence to the Fund's investment objective, policies and strategies as stated in the Information Memorandum. The Trustee plays a role as a safe keeper and custodian for the assets of the Fund as per the SC's Guidelines.
(b) conducting regular monitoring, as well as evaluation of market prices.
(c) reviewing and reporting investment matters to the management and established investment meetings.

(d) employing active and effective asset allocation strategy. Asset allocation of the Fund is monitored and reviewed regularly to ensure that the investment objective of the Fund is adhered to.
(e) employing prudent liquidity management in a timely and cost-effective manner.

**THE ABOVEMENTIONED RISK FACTORS SHOULD NOT BE CONSIDERED AS AN EXHAUSTIVE LIST OF RISKS. INVESTORS SHOULD BE AWARE THAT AN INVESTMENT IN THE FUND MAY BE EXPOSED TO OTHER RISKS FROM TIME TO TIME.**

**YOU SHOULD RELY ON YOUR OWN EVALUATION TO ASSESS THE MERITS AND RISKS OF AN INVESTMENT. YOU SHOULD READ AND UNDERSTAND THE CONTENTS OF THIS INFORMATION MEMORANDUM AND, IF NECESSARY, CONSULT YOUR ADVISER(S) BEFORE MAKING AN INVESTMENT DECISION.**

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## CHAPTER 3: FUND INFORMATION

### 3.1 FUND'S PROFILE

| | |
|---|---|
| Name of Fund | Berjaya Amanah Income Fund |
| Fund Category | Shariah-compliant wholesale fixed income |
| Fund Type | Income |
| Investor's Risk Profile | Medium |
| Distribution Policy | Distribution, if any, will be made on a semi-annual basis (or at such other frequency as may be determined by the Manager from time to time) and shall be subject to the availability of realized income received from investment. |

### 3.2 INVESTOR'S PROFILE

The Fund may only be sold to Sophisticated Investors and is suitable for Sophisticated Investors who:

- want a portfolio of investments that adhere to Shariah principles;
- seek regular income;
- have a short-term investment horizon;
- do not prioritise liquidity;
- want an exposure primarily in Shariah-compliant fixed income securities; and
- have medium risk tolerance.

### 3.3 INVESTMENT OBJECTIVE

The Fund seeks to maximize total return for investors primarily through investments in Shariah-compliant fixed income securities. Any material change to the investment objective of the Fund would require the approval of Unit Holders.

### 3.4 INVESTMENT POLICY AND STRATEGY

The Fund seeks to achieve its investment objective by investing in a portfolio of primarily Shariah-compliant fixed income securities. The Fund will invest a minimum of 80% of its NAV in rated/unrated Shariah-compliant fixed income securities and up to 20% in Islamic money market instruments, cash and/or cash equivalents. The Manager may also invest in a single issuance/issuer and/or issuance issued by a related party issuer. In order to maximize the total return, the Fund may invest up to 100% of its NAV in unrated Shariah-compliant fixed income securities for yield enhancement. The Manager will purchase Shariah-compliant fixed income securities with the intention of holding them until maturity. However, the Manager reserves the right to deal with the Shariah-compliant fixed income securities in the best interest of the Unit Holders, such as:

(i) in the event of deterioration in the credit profile of the issuer or instrument (including, where applicable, a credit rating downgrade for rated instruments), including but not limited to adverse changes in financial condition, repayment behaviour or business performance, or during market upheavals where the Manager is of the opinion that trading of the Shariah-compliant fixed income securities is required to protect the investment return of the Fund. Nevertheless, the Manager can continue to hold the Shariah-compliant fixed income securities despite such deterioration in credit profile or rating downgrade (where applicable) if immediate disposal of such Shariah-compliant fixed income securities would not be in the best interest of the Unit Holders; or

(ii) where the Manager deems that the trading of Shariah-compliant fixed income securities is necessary to manage risk and/or optimise portfolio performance in order to achieve the objective of the Fund.

The Manager may take a temporary defensive measure that may be inconsistent with the Fund's principal strategy in attempting to respond to adverse market conditions, economic, political or any other conditions which the Manager deem detrimental to the Fund. Under such circumstances, the Fund may not be able to pursue its investment goal.

In case of severe adversities such as global credit crunch, the Fund may need to dispose Shariah-compliant fixed income securities in favour of Islamic money market instruments to safeguard the investment portfolio of the Fund. In the unlikely event of a credit rating downgrade, the Manager reserves the right to deal with the Shariah-compliant fixed income securities in the best interest of the Fund.

## 3.5 ASSET ALLOCATION

The Fund will invest:

- a minimum of 80% of its NAV in rated/unrated Shariah-compliant fixed income securities; and
- a maximum of 20% in Islamic money market instruments, cash and/or cash equivalents.

## 3.6 PERFORMANCE BENCHMARK

Absolute return of 6.00% per annum.

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

## 3.7 PERMITTED INVESTMENTS

Unless otherwise prohibited by the relevant regulatory authorities or any relevant law and provided always that there are no inconsistencies with the objective of the Fund, the Fund may invest in the following:

(a) rated/unrated Shariah-compliant fixed income securities;
(b) Ringgit denominated Islamic money market instruments;
(c) Islamic collective investment schemes;
(d) cash and/or cash equivalents with Islamic financial institutions; and
(e) any other form of Shariah-compliant investments as may be determined by the Manager and the Trustee from time to time.

Ringgit denominated Islamic money market instruments may include Islamic money market placements/deposits with licensed Islamic financial institutions and other Islamic money market instruments.

## 3.8 INVESTMENT RESTRICTIONS AND LIMITS

The restrictions and investment limits for this Fund are as follows:

(a) the value of the Fund's holding in rated/unrated Shariah-compliant fixed income securities must be at least 80% of the Fund's NAV; and
(b) the value of the Fund's holding in Ringgit denominated Islamic money market instruments, cash and/or cash equivalents must not be more than 20% of the Fund's NAV.

Any variation to the limit or restriction may be permitted where the limit or restriction is breached through the appreciation or depreciation of the NAV of the Fund (whether as a result of an appreciation or depreciation in the value of the investments or as a result of repurchase of Units or payment made from the Fund) or as a result of downgrade in or cessation of a credit rating.

The Manager, within a reasonable period of not more than 3 months from the date of the breach, should take all necessary steps and actions to rectify the breach.

The investment limits and restrictions above do not apply for the period of 3 months from the immediate next Business Day following the end of the Initial Period of the Fund to allow the Manager sufficient time to source for suitable investments for the Fund.

## 3.9 VALUATION OF THE ASSETS OF THE FUND

The Fund will be valued at least once every Business Day (except during the Fund's Initial Offer Period) after the close of the market in which the Fund invested in for the relevant day, but not later than the end of next Business Day.

| Instrument | Basis of Valuation |
|---|---|
| Shariah-compliant fixed income securities | For rated/unrated Shariah-compliant fixed income securities and Islamic commercial papers, valuation shall be determined each day by using fair value prices quoted by a bond pricing agency registered with the Securities Commission Malaysia.<br><br>If the Manager is of the view that the price quoted by the bond pricing agency differs from the market price by more than 20 basis points, the Manager may use the market price, provided that the Manager records the basis for not using the bond pricing agency price, obtain the necessary internal approvals for not using the bond pricing agency price and keep an audit trail of all the decisions and basis for adopting the market price. |

| | |
|---|---|
| Cash, deposits and Islamic money market instruments | Valuation shall be determined each day by reference to the principal value of such investments and the income accrued thereon for the relevant period as provided by the Financial Institution(s) that issues the instruments and verified by the Manager. |
| Islamic collective investment schemes | For unlisted Islamic collective investment schemes, valuation shall be determined each day based on last published repurchase price. For listed Shariah-compliant collective investment schemes, valuation shall be determined each day based on the closing market price. If no market price is available or valuation based on market price does not represent the fair value of investments, the investment will be valued at fair value, as determined with due care and in good faith by the Manager, based on the methods or bases approved by the Trustee after appropriate technical consultation. |
| Any other Shariah-compliant instruments | Fair value as determined in good faith by the Manager, on methods or bases which have been verified by the auditors of the Fund and approved by the Trustee. Such exercise shall be notified to the Shariah Adviser accordingly. |

## 3.10 VALUATION POINT FOR THE FUND

The Fund will be valued at 6.00 p.m. on every Business Day (or "trading day" or "T-day"). However, if the Fund has exposure to investments outside of Malaysia, the Fund shall be valued at 11.00 a.m. on the next Business Day (or "T+1 day"). All foreign assets, if any, are translated into the Base Currency based on the latest available bid exchange rate quoted by Bloomberg at 4.00 p.m. (United Kingdom time) which is equivalent to 11.00 p.m. or 12.00 midnight (Malaysian time) on the same day, or at such time as stipulated in the investment management standards issued by the FIMM.

## 3.11 POLICY ON GEARING AND MINIMUM LIQUID ASSETS REQUIREMENTS

The Fund is not permitted to borrow cash or other assets in connection with its activities. However, the Fund may borrow cash for the purpose of meeting redemption requests for Units and such borrowing is subjected to the following:

(a) the Fund's borrowing is only on a temporary basis and that borrowing is not persistent;
(b) the borrowing period should not exceed a month;
(c) the aggregate borrowing of the Fund should not exceed 10% of the Fund's NAV at the time the borrowing is incurred; and
(d) the Fund only borrows from Islamic Financial Institution(s).

None of the cash or investments of the Fund may be lent. Further, 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.

## 3.12 SHARIAH INVESTMENT GUIDELINES

The Manager, at all times, must adhere strictly to the following Shariah investment guidelines:

(a) Investments of the Fund

At all times, the investments of the Fund would be restricted to instruments and securities that are permitted under the Shariah principles as approved by the Shariah Advisory Council and/or the Shariah Adviser.

(1) Shariah-compliant fixed income securities

The Fund will only invest in Shariah-compliant fixed income securities approved by the SAC and/or other Shariah advisory council / board / standards acceptable to the Shariah Adviser. The Shariah Adviser will review such Shariah-compliant fixed income securities based on the data made available by BNM's Fully Automated System for Issuing/Tendering at www.fast.bnm.gov.my or other publicly available sources which are recognized within the industry.

(2) Islamic money market instruments

The Fund will only invest in Islamic money market instruments approved by the SAC based on the data made available by BNM's Fully Automated System for Issuing/Tendering at www.fast.bnm.gov.my or other publicly available sources which are recognized within the industry.

(3) Islamic deposits

Islamic deposits shall only be placed with financial institutions licensed under the Islamic Financial Services Act 2013, Financial Services Act 2013 and Development Financial Institutions Act 2002,

whichever is appropriate. For the avoidance of doubt, only Islamic account is permitted for placement of liquid assets with such financial institutions.

(4) Islamic collective investment schemes

The Fund may only invest in Islamic collective investment scheme approved by the SC.

(b) Cleansing/Purification Process for the Fund

- Cleansing Process for the Fund - Wrong Investment

This cleansing process refers to Shariah non-compliant investments made by the Manager. The said investments will be disposed of with immediate effect. In the event the investment resulted in some gain (through profit and/or capital gain), the gain is to be channeled to baitulmal or any other charitable bodies as advised by the Shariah Adviser. If the disposal of the investments resulted in losses to the Fund, the losses are to be borne by the Manager.

- Purification Process – Zakat for the Fund

The Fund does not pay zakat on behalf of the Islamic legal entities who are Unit Holders of the Fund. Unit Holders are advised to pay zakat on their own.

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## CHAPTER 4: FEES, CHARGES AND EXPENSES

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

### 4.1 EXPENSES DIRECTLY INCURRED BY UNIT HOLDERS

| | |
|---|---|
| Sales Charge | Up to 1.50% of the NAV per Unit. |
| Repurchase Charge | Nil. |
| Transfer Fee | Not applicable. |
| Switching Fee | Not applicable. |

### 4.2 EXPENSES INDIRECTLY INCURRED BY UNIT HOLDERS

| | |
|---|---|
| Management Fee | Up to 0.50% per annum of the NAV of the Fund. The management fee is calculated and accrued on a daily basis, and is payable monthly. |
| Trustee Fee | 0.02% per annum of the NAV of the Fund subject to a minimum fee of RM5,000 per annum (inclusive of ADI charges). The trustee fee is calculated and accrued on a daily basis, and is payable monthly. |

*Please refer to the illustration in section 5.3 below to see how the management fee and trustee fee is calculated.*

### 4.3 OTHER EXPENSES DIRECTLY RELATED TO THE FUND

Only the expenses (or parts thereof) which are directly related and necessary in operating and administering the Fund may be charged to the Fund. These would include (but are not limited to) the following:

(a) commissions/fees paid to brokers/dealers in effecting dealings in the investments of the Fund, shown on the contract notes or confirmation notes;
(b) taxes and other duties charged on the Fund by the government and/or other authorities;
(c) costs, fees and expenses properly incurred by the auditor and/or tax agent appointed for the Fund;
(d) 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;
(e) costs, fees and expenses incurred for any meeting of the Unit Holders save where such meeting is convened by, or for the benefit of the Manager and/or the Trustee;
(f) costs, commissions, fees and expenses of the sale, purchase, insurance/takaful and any other dealing of any asset of the Fund;
(g) costs, fees and expenses incurred in engaging any specialist approved by the Trustee for investigating or evaluating any proposed investment of the Fund;
(h) costs, fees and expenses incurred in engaging any adviser for the benefit of the Fund;
(i) costs, fees and expenses incurred in the preparation and audit of the taxation, returns and accounts of the Fund;
(j) costs, fees and expenses incurred for the fund valuation and accounting of the Fund performed by a fund valuation agent;
(k) costs, fees and expenses incurred in the termination of the Fund or the removal of the Trustee or the Manager and the appointment of a new trustee or management company;
(l) costs, fees and expenses incurred in relation to any arbitration or other proceedings concerning the Fund or any asset of the Fund, including proceedings against the Trustee or the Manager by the other for the benefit of the Fund (save to the extent that legal costs incurred for the defence of either of them are not ordered by the court to be reimbursed by the Fund);
(m) remuneration and out of pocket expenses of the person(s) or members of a committee undertaking the oversight function of the Fund, unless the Manager decides otherwise;
(n) costs, fees and expenses deemed by the Manager to have been incurred in connection with any change or the need to comply with any change or introduction of any law, regulation or requirement (whether or not having the force of law) of any governmental or regulatory authority;
(o) (where the custodial function is delegated by the Trustee) charges and fees paid to sub-custodians taking into custody any foreign assets of the Fund;
(p) expenses and charges incurred in the printing and postage for the annual/quarterly report, tax certificates, reinvestment statements and other services properly incurred in the administration of the Fund;
(q) all costs and/or expenses associated with the distributions declared pursuant to the Deed and the payment of such distribution including without limitation fees, costs and/or expenses for the revalidation or reissuance of any distribution cheque or warrant or telegraphic transfer;
(r) any other fees as may be imposed by the SC in relation to the Fund.

**THE MANAGER MAY, FOR ANY REASON AND/OR AT ANY TIME, WAIVE OR REDUCE THE AMOUNT OF ANY FEES OR OTHER CHARGES PAYABLE BY THE UNIT HOLDERS IN RESPECT OF THE FUND, EITHER GENERALLY OR SPECIFICALLY, AND FOR ANY PERIOD OF TIME AT ITS ABSOLUTE DISCRETION. ALL FEES AND CHARGES PAYABLE TO THE MANAGER AND THE TRUSTEE ARE SUBJECT TO ANY APPLICABLE TAX WHICH MAY BE IMPOSED BY THE GOVERNMENT OR OTHER AUTHORITIES FROM TIME TO TIME.**

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## CHAPTER 5: TRANSACTION INFORMATION

### 5.1 PRICING POLICY

The Manager will adopt a single pricing policy when calculating the value of your Units which means that each Unit will be transacted and quoted on a single price, i.e., the NAV per Unit of the Fund. The Fund will be valued daily on every Business Day on a forward pricing basis.

Unit Holders may obtain the NAV per Unit of the Fund on the Manager's website at www.berjayamutual.com.my or by contacting the Manager directly.

### 5.2 INCORRECT PRICING

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

(a) by the management company to the Fund;
(b) from the Fund to the management company; or
(c) by the management company to unit holders and former unit holders.

If the amount to be reimbursed to an individual account is less than RM10.00 or in the case of a foreign currency class of unit, less than 10.00 denominated in the respective foreign currency denomination, the requirement to reimburse does not apply.

The management company must not pay or caused to be paid from the Fund any expenses incurred as a result of correction operations of a valuation error.

### 5.3 COMPUTATION OF NAV AND NAV PER UNIT

Net Asset Value of the Fund is determined by deducting the value of the Fund's liabilities from the value of the Fund's assets at the valuation point. For the purpose of computing the annual management fee and annual trustee fee, the NAV of the Fund shall be inclusive of the management fee and the trustee fee for the relevant day.

For illustration purposes, we assume the following for a particular day:

| | |
|---|---|
| Units in Circulation | 100,000,000 Units |
| Investments of the Fund | RM100,000,000.00 |
| Other assets including cash | RM200,000.00 |
| Liabilities of the Fund | RM100,000.00 |
| Management fee [(1)] (at 0.50% per annum calculated based on NAV)<br>(0.50% x RM100,100,000 / 365 days) | RM1,371.23 |
| Trustee fee [(2)] (at 0.02% per annum calculated based on NAV)<br>(0.02% x RM100,100,000 / 365 days) | RM54.85 |

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Hence, the NAV of the Fund will be:

| | |
|---|---|
| Investments of the Fund | RM100,000,000.00 |
| (+) Other assets including cash | RM200,000.00 |
| **Total assets** | **RM100,200,000.00** |
| (-) Liabilities of the Fund | RM100,000.00 |
| **NAV (before deduction of management fee and trustee fee for the day)** | **RM100,100,000.00** |
| (-) Management fee [(1)] for the day | RM1,371.23 |
| (-) Trustee fee [(2)] for the day | RM54.85 |
| **NAV (after deduction of management fee and trustee fee)** | **RM100,098,573.92** |

The NAV per Unit of the Fund will be:

| | |
|---|---|
| NAV per Unit (NAV/Units in Circulation) | RM100,098,573.92<br>100,000,000.00 |
| **NAV per Unit** | **RM1.0009857392** |
| **NAV per Unit (adjusted to 4 decimal places)** | **RM1.0010** |

*Note:*
*(1) Based on management fee of 0.50% per annum of the NAV of the Fund.*
*(2) Based on trustee fee of 0.02% per annum of the NAV of the Fund subject to a minimum fee of RM5,000 per annum (inclusive of ADI charges).*

## 5.4 SUBSCRIPTION OF UNITS

Application for Units may be made on or before 4.00 p.m. or such other time as the Manager may deem fit in its discretion on any Business Day. The prescribed application/transaction form is available at the office of the Manager. Any application for Units received by the Manager after 4.00 p.m. (or such other time as the Manager may deem fit in its discretion) on a Business Day will be treated as having been received on the next Business Day. Units will be created based on the NAV per Unit after the request for purchase of Units is received and accepted by the Manager.

The minimum initial investment for Units of the Fund is Five Thousand Ringgit (RM5,000.00) or such other amount as the Manager may from time to time decide. The minimum additional investment for Units of the Fund is One Thousand Ringgit (RM1,000.00) or such other amount as the Manager may from time to time decide.

Based on the above, an investor subscribing for RM10,000.00 of Units during the Initial Offer Period will have 10,000.00 Units credited into his investment account as shown below:

| | |
|---|---|
| Investment amount | RM10,000.00 |
| NAV per Unit* | RM1.0000 |
| **Units credited to investor's account** | **10,000 Units** |

*Note: *Based on Initial Offer Price for subscriptions made during Initial Offer Period only. For subscriptions made after the Initial Offer Period, the NAV per Unit after the request for purchase of Units is received and accepted by the Manager will be applicable.*

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Total amount payable by investor will be:

| | |
|---|---|
| Investment amount | RM10,000.00 |
| (+) Total Sales Charge incurred [1] | RM150.00 |
| **Amount payable by investor** | **RM10,150.00** |

*Note:*
*[1] Based on sales charge of 1.50% of the NAV per Unit.*

Investors can obtain the Information Memorandum and the prescribed application/transaction form from the Manager. The Fund's prescribed application/transaction form can be handed directly to the Manager's business office, or sent by mail, together with a cheque or bank draft.

All cheques and bank drafts have to be crossed and drawn on a local bank. Bank charges, where relevant, for outstation cheques will be borne by the investors. Individual or joint application must be accompanied by (but not limited to) a copy of the applicant's identity card or passport or other document of identification.

Application by a corporation must be accompanied by (but not limited to) a certified true copy of its Memorandum and Articles of Association, Certificate of Incorporation, Form 24, Form 44, Form 49 (or its equivalent documents) and Board Resolution relating to the investment, a list of their authorized signatories and their respective specimen signatures. Sale of Units will only be honored upon cheque clearance. If payment for Units is by way of telegraphic transfer, a bank validated fund transfer form must be presented as evidence of payment. The Manager reserves the right to request additional documents before processing the investor's application for Units.

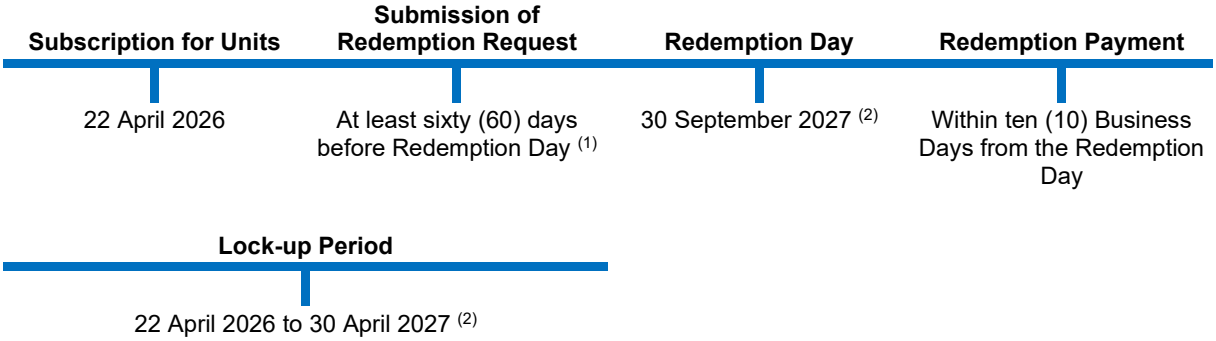
The Manager reserves the right to reject any application without providing any reason. The Manager may also reject any application that is not complete and/or not accompanied by the required documents and those applications will only be processed upon the documentation being satisfactorily completed. For a full list of documents required, please contact the Manager.

## 5.5 REDEMPTION OF UNITS

Unit Holders are required to stay invested in the Fund during the Lock-up Period. Unit Holders may only redeem their investments in the Fund by completing the prescribed application/transaction form or such other manner as the Manager may accept and returning it to the Manager at least sixty (60) calendar days, or within such other notice period as may be determined by the Manager at its sole discretion, prior to a Redemption Day. For the avoidance of doubt, completion of the Lock-up Period does not entitle a Unit Holder to immediate redemption. Redemption may only be effected on the next available Redemption Day, subject to the completion of the applicable Lock-up Period. Redemption Day is the last Business Day of September of each year, or such other day as may be determined by the Manager at its sole discretion.

Where a Unit Holder does not submit a redemption request at least sixty (60) calendar days (or within such other notice period as may be determined by the Manager at its sole discretion) prior to a Redemption Day, any Units that have completed the applicable Lock-up Period shall not be redeemed and shall instead be subject to a new Lock-up Period of twelve (12) months commencing from that Redemption Day.

The application/ transaction form is available at the office of the Manager. Any redemption request received by the Manager after 4.00 p.m. will be treated as having been made on the next Business Day. Redemption proceeds will be paid to the Unit Holders within ten (10) Business Days from Redemption Day. Please refer the following illustration:



*Note:*
*(1) Or within such other notice period as may be determined by the Manager at its sole discretion.*
*(2) Or the immediately following Business Day if the date falls on a non-Business Day.*

The minimum redemption of Units is 1,000 Units or such other number of Units, either greater than or less than 1,000 Units, as the Manager may at its discretion deem appropriate. The following illustrations demonstrate the computation method:

| | |
|---|---|
| Redemption request | 10,000 Units |
| NAV per Unit | RM1.0500 |
| **Total gross redemption proceeds (10,000 Units x RM1.0500)** | **RM10,500.00** |
| (-) Repurchase Charge (1) | Nil |
| **Net redemption proceeds payable to investor** | **RM10,500.00** |

*Note:*
*(1) Based on nil repurchase charge.*

All payments with regards to redemption of Units of the Fund will be remitted to the Unit Holder's account.

**! UNIT HOLDERS ARE REQUIRED TO REMAIN INVESTED IN THE FUND DURING THE APPLICABLE LOCK-UP PERIOD, DURING WHICH NO REDEMPTION IS PERMITTED. UPON COMPLETION OF THE LOCK-UP PERIOD, UNITS MAY ONLY BE REDEEMED ON A REDEMPTION DAY, SUBJECT TO THE TERMS AND CONDITIONS OF THE FUND.**

## 5.6 TRANSFER OF UNITS

Not applicable.

## 5.7 SWITCHING OF UNITS

Not applicable.

## 5.8 COOLING-OFF

If you change your mind about an investment that you have made in the Fund, you may request for a refund of your investment within six (6) Business Days from the date of your application for Units received by us. Refund for every Unit held following a request for a reversal of an application would be the sum of:

(a) if the original price of a unit is higher than the price of a unit at the point of exercise of the cooling-off right ("market price"), the market price at the point of cooling-off; or

(b) if the market price is higher than the original price, the original price at the point of cooling-off; and

(c) the sales charge originally imposed on the day the Units were purchased.

You will be refunded within seven (7) Business Days of our receipt of your notice to exercise your cooling-off right.

All such requests must be received or be deemed to have been received by us before 4.00 p.m. on a Business Day. Requests received or deemed to have been received after 4:00 p.m. will be treated as having been received on the following Business Day. Cooling-off proceeds will only be paid after we receive cleared funds for the original investment.

## 5.9 PERIODIC REPORTING TO UNIT HOLDERS

Unit Holders will receive the following statements and reports in a financial year:

- Monthly statement of account which shows the balance of Unit Holders' Units and all transactions made during the month, distribution details and investment value;

- Quarterly reports containing information of the Fund, a report on the Fund's performance and unaudited financial statements for the accounting period. The quarterly reports will be dispatched or emailed to all Unit Holders within two (2) months from the end of each financial quarter; and
- An annual report containing information of the Fund, a report on the Fund's performance and audited financial statements for the accounting period. The annual report will be dispatched or emailed to all Unit Holders within two (2) months from the end of the financial year of the Fund.

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## CHAPTER 6: MANAGEMENT COMPANY

### 6.1 THE MANAGER

Berjaya Mutual Berhad ("Berjaya Mutual") is a 91.3% owned subsidiary of Berjaya Capital Berhad. Berjaya Mutual was incorporated in Malaysia on 24 September 1990 under the Companies Act, 1965. The principal business of Berjaya Mutual encompasses the management of unit trust funds and portfolio management. Berjaya Mutual started its unit trust business since 25 July 2007.

### 6.2 ROLES & RESPONSIBILITY

Berjaya Mutual is responsible for the overall management and administration of the Fund in line with the Deed, SC's Guidelines and relevant laws. Its main responsibilities include the following:

- managing the Fund in line with the Fund's objectives as set out in the Deed.
- administering the sales/repurchase transactions.
- issuing reports (quarterly/annual report) to Unit Holders on a timely basis.
- ensure timely distribution of income or additional Units, if any, to Unit Holders.
- maintain proper records of the Fund.

### 6.3 BOARD OF DIRECTORS

- Yang Amat Mulia Tunku Tun Aminah Binti Sultan Ibrahim Ismail
  *Non-Independent Non-Executive Director*

- YBhg Datuk Wira Seri Farhash Wafa Salvador
  *Non-Independent Non-Executive Director*

- Husaini Bin Hussin
  *Independent Non-Executive Director*

- Nor Azmi Bin Md Yusof
  *Independent Non-Executive Director*

- David Lai Yoon Hui
  *Non-Independent Executive Director*

- Nor Daliya Binti Mohd Daud
  *Non-Independent Executive Director*

### 6.4 DESIGNATED FUND MANAGER

**Awang Hanaffie bin Awang Mohammad**

Awang Hanaffie has over 10 years of experience in fund management, equity research and product development. He has been serving as a Fund Manager at Berjaya Mutual Berhad since 2024 where he oversees investment management, product development and business strategy. Prior to this, he was responsible in managing the majority of equity investments at an established Islamic asset management company, where he consistently delivered targeted returns for private mandates and generated steady profit-sharing income for clients. He also led the development and launch of wholesale funds, retail unit trust funds and private mandates, playing a key role in end-to-end product structuring and regulatory approval processes. His career also includes contributions to the development of exchange-traded funds in Malaysia and has an early experience in investor relations with a renowned banking group. He holds a Bachelor's Degree in International Business and a Diploma in Investment Analysis from Universiti Teknologi MARA. Awang Hanaffie is a holder of the Capital Markets Services Representative's Licence.

***Note: Further information on the Manager, board of directors, fund manager and its delegates are provided on the Manager's website at www.berjayamutual.com.my.***

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## CHAPTER 7: TRUSTEE

### 7.1 BACKGROUND INFORMATION

AmanahRaya Trustees Berhad ("ART") was incorporated under the laws of Malaysia on 23 March 2007 and registered as a trust company under the Trust Companies Act 1949. ART is a subsidiary of Amanah Raya Berhad ("ARB") which is wholly owned by the Minister of Finance (Incorporated). ART took over the corporate trusteeship functions of ARB and acquired ARB's experience of more than 50 years in trustee business. ART has been registered and approved by the SC to act as trustee to unit trust funds.

### 7.2 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 performing these functions, the Trustee has to exercise all due care, diligence and vigilance and is required to act in accordance with the provisions of the Deed, the Act and the Guidelines. Apart from being the legal owner of the Fund's assets, the Trustee is also responsible for ensuring that the Manager performs its duties and obligations in accordance with the provisions of the Deed, the Act and the Guidelines. In respect of monies paid by an investor for the application of Units, the Trustee's responsibility arises when the monies are received in the Fund's account and in respect of repurchase, the Trustee's responsibility is discharged once it has paid the repurchase amount to the Manager.

### 7.3 TRUSTEE'S RESPONSIBILITY STATEMENT

The Trustee has given its willingness to assume the position as Trustee of the Fund and undertakes all the obligations in accordance with the Deed, all relevant laws and rules of law, and for the benefit of the registered Unit Holders of the Fund.

### 7.4 MATERIAL LITIGATION AND ARBITRATION

As at the latest practicable date, the Trustee is not engaged in any material litigation or arbitration either as plaintiff or defendant, and the Trustee is not aware of any proceedings, pending or threatened or of any facts likely to give rise to any proceedings which might materially affect the business and financial position of the Trustee.

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## CHAPTER 8: SALIENT TERMS OF THE DEED

### 8.1 UNIT HOLDERS' RIGHTS AND LIABILITIES

Unit Holders' Rights

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

Unit Holders' Liabilities

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

(a) Unit Holder would not be liable for nor would Unit Holders be required to pay any amount in addition to the payment for Units of the Fund as set out in this Information Memorandum and the Deed.
(b) Unit Holder would not be liable 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 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.

### 8.2 TERMINATION OF THE FUND

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

(a) the SC's approval is revoked under Section 214A(2)(A) of the Act;
(b) a Special Resolution is passed at a Unit Holders' meeting to terminate or wind up the Fund;
(c) the Fund has reached its maturity date as specified in the deed; and
(d) the effective date of an approved transfer scheme (if any) has resulted in the Fund, which is the subject of the transfer scheme, being left with no asset/property.

### 8.3 POWER TO CALL FOR A MEETING

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

(a) sending by post at least fourteen (14) 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; and
(b) specifying in the notice the place and time of the meeting and the terms of the resolutions to be proposed at the meeting.

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

(a) requiring the retirement or removal of the Manager;
(b) requiring the retirement or removal of the Trustee;
(c) considering the most recent financial statements of the Fund;

(d) giving to the Trustee such directions as the meeting thinks proper; or
(e) considering any matter in relation to the Deed.

provided always that the Manager shall not be obliged to summon such a meeting unless 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.

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## CHAPTER 9: OTHER INFORMATION

### 9.1 UNCLAIMED MONEYS

Any monies payable to Unit Holders that remain unclaimed after two (2) years (or such other period as may be prescribed by the Unclaimed Moneys Act 1965) shall be lodged with the Registrar of Unclaimed Moneys in accordance with the provisions of the Unclaimed Moneys Act 1965 (as may be amended from time to time).

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

The Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 ("AMLA") is the act that provides for the offence of money laundering and also the measures to be taken for the prevention of money laundering and terrorism financing offences. The Financial Intelligence and Enforcement Department ("FIED") of Bank Negara Malaysia has been established to carry out the functions as the competent authority under the AMLA. All market intermediaries under the Act and management companies approved by the SC under the Act are obliged to comply with the provisions of the AMLA.

Under the AMLA, any person who –

(a) engages, directly or indirectly, in a transaction that involves proceeds of an unlawful activity or instrumentalities of an offence;
(b) acquires, receives, possesses, disguises, transfers, converts, exchanges, carries, disposes of or uses proceeds of an unlawful activity or instrumentalities of an offence;
(c) removes from or brings into Malaysia, proceeds of an unlawful activity or instrumentalities of an offence; or
(d) conceals, disguises or impedes the establishment of the true nature, origin, location, movement, disposition, title of, rights with respect to, or ownership of, proceeds of an unlawful activity or instrumentalities of an offence,

commits a money laundering offence and shall on conviction be liable to imprisonment for a term not exceeding fifteen (15) years and shall also be liable to a fine of not less than five (5) times the sum or value of the proceeds of an unlawful activity or instrumentalities of an offence at the time the offence was committed or five (5) million ringgit, whichever is the higher.

When opening new accounts and entering into a fiduciary transaction with a client, the Manager identifies and verifies the investors through documents such as identity card, passport, birth certificate, driver's license, constituent documents or any other official documents, whether in the possession of a third party or otherwise. Such documents shall be filed by the Manager in accordance with relevant laws.

Where the Manager suspects that a particular transaction may not be genuine, a Suspicious Transaction Report (STR) will be made to the FIED.

### 9.3 POLICY ON REBATES AND SOFT COMMISSION

The Manager or any delegate thereof shall not retain any rebate from, or otherwise share in any commission with, any broker or dealer in consideration for direct dealings in the investments of the Fund.

Accordingly, any rebate or shared commission shall be directed to the account of the Fund. However, the Manager or any delegate thereof may and intends to retain goods and services ("Soft Commissions") provided by any broker/dealer if the following conditions are met:

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

### 9.4 CUSTOMER INFORMATION SERVICE

Enquiries by existing or prospective investors can also be made through the Manager's contact details under the "Corporate Directory" section during business hour between 8:30 a.m. and 5:30 p.m. (Malaysian time) from Mondays to Fridays (Business Day).