

MIDF AMANAH LR SUKUK FUND

This Prospectus is dated 15 December 2023.

The MIDF Amanah LR Sukuk Fund was constituted on 6 July 2023 and launched on 15 December 2023.



Manager:

MIDF Amanah Asset Management Berhad
(Registration No.: 197201000162 (11804-D))

Trustee:

Maybank Trustees Berhad
(Registration No.: 196301000109 (5004-P))

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

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

FOR INFORMATION CONCERNING CERTAIN RISK FACTORS WHICH SHOULD BE CONSIDERED BY
PROSPECTIVE INVESTORS, SEE "RISK FACTORS" COMMENCING ON PAGE 10.

RESPONSIBILITY STATEMENT

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

STATEMENTS OF DISCLAIMER

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

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

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

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

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 Prospectus that is false, misleading, or from which there is a material omission; or for any misleading or deceptive act in relation to this Prospectus or the conduct of any other person in relation to the Fund.

The Fund has been certified as Shariah-compliant by the Shariah adviser appointed for 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 offer or invitation to subscribe or purchase Units in the Fund to which this Prospectus relates, may be made in any Foreign Jurisdiction or under any circumstances where such action is unauthorised.

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

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(1) DEFINITIONS

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

BNM	means Bank Negara Malaysia.
BPAM	means Bond Pricing Agency Malaysia.
Bursa Malaysia	means the stock exchange managed or operated by Bursa Malaysia Securities Berhad (Registration No.: 200301033577 (635998-W)).
Business Day	means a day on which Bursa Malaysia is open for trading.
CMSA	means the Capital Markets and Services Act 2007 as may be amended from time to time.
Deed	means the deed in respect of the Fund and any other supplemental deed that may be entered into between the Manager and the Trustee and registered with the SC.
FIMM	means the Federation of Investment Managers Malaysia.
Financial Institution(s)	means: <ul style="list-style-type: none">(a) if the institution is in Malaysia,<ul style="list-style-type: none">(i) licensed bank;(ii) licensed investment bank; or(iii) licensed Islamic bank(b) if the institution is outside Malaysia, any institution that is licensed, registered, approved, or authorised by the relevant banking regulator to provide financial services.
Forward Pricing	means the Net Asset Value per Unit for the Fund valued or calculated at the next valuation point after a purchase request of Units or a redemption request of Units is received by the Manager.
Fund	means the MIDF Amanah LR Sukuk Fund.
Guidelines	means the Guidelines on Unit Trust Funds issued by the SC and any other relevant guidelines issued by the SC.
Islamic deposit(s)	has the same meaning as ascribed to it in the Islamic Financial Services Act 2013.
IUTA(s)	means Institutional Unit Trust Adviser(s), a corporation registered with FIMM and authorised to market and distribute unit trust schemes of another party.
LPD	means latest practicable date as at 30 April 2023.
Manager / MIDF Amanah / we / us / our	means MIDF Amanah Asset Management Berhad (Registration No.: 197201000162 (11804-D)).

MARC	means Malaysian Rating Corporation Berhad.
MIDF	means Malaysian Industrial Development Finance Berhad (Registration No.: 196001000082 (3755-M)).
Net Asset Value / NAV	means the total value of the Fund's assets minus its liabilities at the valuation point.
NAV per Unit	means the NAV of the Fund at the valuation point divided by the total number of Units in circulation at the same valuation point.
OTC	means over-the-counter.
Prospectus	means the prospectus for this Fund.
RAM	means RAM Rating Services Berhad.
Repurchase Price	means the price payable by the Manager to a Unit Holder pursuant to a request of repurchase by the Unit Holder and will be the NAV per Unit. The Repurchase Price shall be exclusive of the redemption charge (if any).
RM	means Ringgit Malaysia.
SAC BNM	means the Shariah Advisory Council of Bank Negara Malaysia.
SAC SC	means the Shariah Advisory Council of the Securities Commission Malaysia.
SC / Securities Commission	means the Securities Commission Malaysia.
Selling Price	means the price payable by an investor or a Unit Holder for the purchase of a Unit of the Fund and will be the NAV per Unit. The Selling Price shall be exclusive of the sales charge.
Shariah	means Islamic law, originating from the <i>Qur'an</i> (the holy book of Islam), and its practices and explanations rendered by the Prophet Muhammad (PBUH) and <i>ijtihad of ulama'</i> (personal effort by qualified Shariah scholars to determine the true ruling of the divine law on matters whose revelations are not explicit).
Shariah Adviser	means MIDF Amanah Investment Bank Berhad (Registration No.: 197501002077 (23878-X)).
Sukuk	means certificate of equal value which evidence undivided ownership or investment in the assets using Shariah principles and concepts endorsed by the SAC SC.
Trustee	means Maybank Trustees Berhad (Registration No.: 196301000109 (5004-P)).
Unit	means a measurement of the right or interest of a Unit Holder in the Fund and means a unit of the Fund.
Unit Holders / you	means the person registered as the holder of a Unit or Units including persons jointly registered.

(2) CORPORATE DIRECTORY

MANAGER	MIDF Amanah Asset Management Berhad (Registration No.: 197201000162 (11804-D))
REGISTERED OFFICE	Level 21, Menara MIDF, 82, Jalan Raja Chulan, 50200 Kuala Lumpur Tel.: 03 – 2173 8888
BUSINESS OFFICE	Level 3A, Menara MIDF, 82, Jalan Raja Chulan, 50200 Kuala Lumpur Tel.: 03 – 2173 8488 (Customer Service Line) Fax: 03 – 2173 8555 Email: midfamanah@midf.com.my Website: https://www.midf.com.my/fund-management
TRUSTEE	Maybank Trustees Berhad (Registration No.: 196301000109 (5004-P))
REGISTERED AND BUSINESS OFFICE	8th Floor, Menara Maybank, 100, Jalan Tun Perak, 50050 Kuala Lumpur Tel: 03-2074 8580/03-2074 8952 Fax: 03-2070 9387 Email: mtb.ut@maybank.com.my
SHARIAH ADVISER	MIDF Amanah Investment Bank Berhad (Registration No.: 197501002077 (23878-X)) (backed by its Shariah Committee)
REGISTERED OFFICE	Level 21, Menara MIDF, 82, Jalan Raja Chulan, 50200 Kuala Lumpur Tel.: 03 – 2173 8888
BUSINESS OFFICE	Level 9, 10, 11 & 12, Menara MIDF, 82, Jalan Raja Chulan, 50200 Kuala Lumpur Tel.: 03 – 2173 8970 (Customer Service Line) Fax: 03 – 2173 8555 Email: GroupLegalSecretarial@midf.com.my Website: www.midf.com.my

(3) INFORMATION ON THE FUND

FUND	MIDF AMANAH LR SUKUK FUND
Fund Category	Sukuk
Fund Type	Low risk growth
Base Currency	RM
Initial Offer Price	RM1.00
Initial Offer Period	<p>Up to 21 days from the date of this Prospectus.</p> <p><i>Note:</i> The initial offer period may be shortened if we determine that it is in the best interest of investors to commence investments for the Fund.</p>
Commencement Date	Within seven (7) Business Days after the end of the Initial Offer Period.
Investment Objective	<p>The Fund seeks to achieve capital growth by investing in Sukuk, Islamic money market instruments and Islamic deposits.</p> <p><i>Note:</i> Any material change to the investment objective of the Fund would require Unit Holders' approval.</p>
Investment Policy and Strategy	<p>The Fund seeks to achieve its investment objective by investing at least 70% of its NAV in Sukuk. The Fund may also invest up to 30% of its NAV in Islamic money market instruments and/or Islamic deposits.</p> <p>For the Fund's investment in Sukuk issued by corporations in Malaysia, the minimum rating will be at least "AA3" by RAM or its equivalent rating by MARC. For Islamic money market instruments, the minimum short-term rating will be at least "P2" as rated by RAM or its equivalent rating by MARC. However, in the event any of the invested Sukuk or Islamic money market instruments is downgraded below the above ratings, we shall review the said Sukuk or Islamic money market instruments and determine if there is a need to sell the Sukuk or Islamic money market instruments or to hold the said Sukuk or Islamic money market instruments to maturity in order to safeguard the interest of the Unit Holders.</p> <p>In selecting the Financial Institutions for placement of Islamic deposits, we will adopt a prudent selection process and rigorous credit assessment prior to the placements. We will only make placements of Islamic deposits with Financial Institutions with a minimum long-term rating of "A3" as rated by RAM or its equivalent rating by MARC. In the event the Financial Institution is downgraded below the above rating, we shall on a best effort basis dispose of investments with that particular Financial Institution in order to safeguard the interest of the Unit Holders. However, we reserve the right to maintain the investment if we are of the view that the downgrade is a temporary event.</p>

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Asset Allocation	Asset Type	% of the Fund's NAV
	Sukuk	At least 70%
	Islamic money market instruments and/or Islamic deposits	Up to 30%
Temporary Defensive Position	The Manager may take temporary defensive positions that may be inconsistent with the Fund's principal strategy in attempting to respond to adverse economic, political or market conditions to protect the Unit Holders' interest. In such circumstances, the Fund may hold up to 100% of its assets in Islamic liquid asset as a defensive strategy.	

OTHER INFORMATION

FUND	MIDF AMANAH LR SUKUK FUND
Investor's Profile	The Fund is suitable for investors who: <ul style="list-style-type: none"> • are conservative and seek investment that provide capital growth; • have a low to moderate risk tolerance; and • want a portfolio of investments that adhere to Shariah principles.
Distribution Policy	The Fund intends to distribute income, if any, at least annually. However, the Manager reserves the right not to distribute income at its sole and absolute discretion if it is not in the best interests of the Unit Holders.
Mode of Distribution	<p>Distribution, if any, after deduction of taxation and expenses (i.e., net distribution) will be reinvested unless the Unit Holder specifically requests for distribution to be paid out to the Unit Holder by indicating in the purchase / switch form. The reinvestments will be based on the NAV per Unit (ex-distribution) at the close of the date the income distribution is declared. Sales charge will not be imposed on the income distribution reinvestments.</p> <p>For Unit Holder who specifically requests for distribution to be paid out, it will be credited into the bank account maintained with Financial Institutions in Malaysia. In the absence of a valid and active bank account, the distribution will be reinvested based on the NAV per Unit on a Business Day determined at the discretion of the Manager. The Manager reserves the right to reinvest income distributed which is less than RM250.00 (in total distribution), in additional Units of the Fund at the NAV per Unit of the Fund at the close of the date the income distribution is declared.</p>
Reinvestment Policy	The reinvestments will be based on the NAV per Unit (ex-distribution) at the close of the date the income distribution is declared. Sales charge will not be imposed on the income distribution reinvestments.
Performance Benchmark	<p>Maybank 1-month Islamic Fixed Deposit-i + 50bps</p> <p><i>The aforementioned customised benchmark has been selected to continuously provide competitive return above the average benchmark.</i></p> <p><i>Source: www.maybank2u.com.my</i></p>
Permitted Investments	<p>The Fund is permitted to invest in the following:</p> <ol style="list-style-type: none"> (a) Sukuk; (b) Islamic money market instruments; (c) Islamic deposits;

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	(d) any other Shariah-compliant investment as may be advised by the Shariah Adviser and agreed upon by the Manager and the Trustee from time to time that are in line with the Fund's objective.
Investment Limits and Restrictions	<p>The Fund will be managed in accordance with the following investment limits and restrictions:</p> <ul style="list-style-type: none"> (i) The value of the Fund's investments in Shariah-compliant transferable securities and Islamic money market instruments issued by any single issuer must not exceed 20% of the Fund's NAV (single issuer limit), or any other limit as may be prescribed by the Securities Commission from time to time. (ii) The aggregate value of the Fund's investments in, or exposure to, a single issuer through Shariah-compliant transferable securities, Islamic money market instruments and Islamic deposits must not exceed 25% of the Fund's NAV (single issuer aggregate limit). (iii) The single issuer limit in paragraph (i) above may be increased to 30% if the Sukuk is rated by any Malaysian or global rating agency to have the highest long-term credit rating. (iv) Where the single issuer limit is increased to 30% pursuant to paragraph (iii) above, the single issuer aggregate limit of 25% in paragraph (ii) above may be raised to 30% of the Fund's NAV. (v) The value of the Fund's investments in Shariah-compliant transferable securities and Islamic money market instruments issued by any group of companies must not exceed 30% of the Fund's NAV (group limit). (vi) The Fund's placement in Islamic deposits with any single Financial Institution must not exceed 20% of the Fund's NAV. The single Financial Institution limit does not apply to placements of Islamic deposits arising from: <ul style="list-style-type: none"> (a) subscription monies received prior to the commencement of investment by the Fund; (b) liquidation of investments prior to the termination of the Fund, where the placement of Islamic deposits with various Financial Institutions would not be in the best interests of Unit Holders; or (c) monies held for the settlement of redemption or other payment obligations, where the placement of Islamic deposits with various Financial Institutions would not be in the best interest of Unit Holders. (vii) The Fund's investments in Sukuk must not exceed 20% of the Sukuk issued by a single issuer. This limit may be disregarded at the time of acquisition if at that time of acquisition, the gross amount of Sukuk in issue cannot be determined. (viii) The Fund's investments in Islamic money market instruments must not exceed 10% of the Islamic money market instruments issued by any single issuer. This limit does not apply to Islamic money market instruments that do not have a pre-determined issue size. <p>The above stated limits and restrictions shall be complied with at all times based on the most up-to-date value of the Fund's Shariah-compliant investments and Shariah-compliant instruments. The Manager will notify the SC within seven (7) Business Days of any breach of investment limits and restrictions with the steps</p>

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	<p>taken to rectify and prevent such breach from recurring. However, any breach as a result of any appreciation or depreciation in value of the Fund's assets or repurchase of Units or payment made from the Fund, change in capital of a corporation in which the Fund has invested in or downgrade in or cessation of a credit rating, need not be reported to the SC and must be rectified as soon as practicable within three (3) months from the date of the breach. The three (3)-month period may be extended if it is in the best interests of Unit Holders and the Trustee's consent is obtained. Such extension will be subject to a monthly review by the Trustee.</p> <p>There are no restrictions and limits imposed on Shariah-compliant securities or Shariah-compliant instruments issued or guaranteed by the Malaysian government or Bank Negara Malaysia.</p>
Securities Lending and Repurchase Transactions	The Fund will not participate in securities lending or repurchase transactions.
Financing and Borrowing	<p>The Fund is prohibited from borrowing other assets (including borrowing of securities within the meaning of the Securities Borrowing and Lending Guidelines issued by the SC) in connection with its activities. However, the Fund may obtain Islamic cash financing on a temporary basis for the purpose of meeting redemption requests for Units and for short term bridging requirements subject to the following:</p> <p>(a) The Fund's Islamic cash financing is only on a temporary basis and that financings are not persistent;</p> <p>(b) the Islamic cash financing period shall not exceed one (1) month;</p> <p>(c) the aggregate Islamic cash financing of the Fund shall not exceed 10% of the Fund's NAV at the time the Islamic financing is incurred; and</p> <p>(d) the Fund may only obtain Islamic cash financing from Financial Institutions.</p>
Shariah Investment Guidelines	<p>The following are the Shariah Investment Guidelines for the Fund, which the Manager is to strictly adhere to on a continuous basis. At all times the Fund shall invest in activities and instruments that are allowed under Shariah principles and shall not invest in activities and instruments that are prohibited by Shariah principles based on the parameters of the SAC SC or SAC BNM and/or the Shariah Adviser.</p> <p>Sukuk and Islamic money market instruments:</p> <p>1. Sukuk</p> <p>Sukuk are certificates that provide evidence of an investment into an underlying asset or a project which is typically an income generating asset or project. The Fund will only invest in Sukuk which is approved by the SAC SC, SAC BNM or the Shariah Adviser. The Shariah Adviser will review any Sukuk instruments to be invested by the Fund based on the data available at:</p> <ul style="list-style-type: none"> • Bond info hub (https://financialmarkets.bnm.gov.my/) • Fully automated system for issuing/tendering (https://fast.bnm.gov.my/). <p>2. Islamic Money Market Instruments</p> <p>For investment in Islamic money market instruments, the Fund may acquire any Islamic money market instruments based on the data available at:</p> <ul style="list-style-type: none"> • Bond info hub (https://financialmarkets.bnm.gov.my/)

FUND	MIDF AMANAH LR SUKUK FUND
	<ul style="list-style-type: none"> • Fully automated system for issuing/tendering (https://fast.bnm.gov.my). <p>The Fund may also invest into any other Islamic money market instruments deemed Shariah-compliant by the SAC SC, SAC BNM or the Shariah Adviser.</p> <p>3. Investment in Islamic Deposits The Fund is prohibited from investing in interest-bearing deposits and recognising any interest income.</p> <p>Any other Shariah-compliant investments For avoidance of doubt, the documents relating to the Shariah-compliant liquidity management instrument should be submitted for prior approval by the Shariah Adviser. 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.</p> <p>Purification Process for the Fund</p> <p><u>Shariah non-compliant investment</u> This refers to Shariah non-compliant investment made by the Manager. The said investment will be disposed of or withdrawn as soon as possible. If the investment resulted in gain (through capital gain and/or profit), the gain is to be channeled to <i>baitulmal</i> and/or any other charitable bodies of the Manager's choice as advised by the Shariah Adviser. The Fund has a right to retain only the investment cost. If the disposal of the investment resulted in losses to the Fund, the losses are to be borne by the Manager.</p> <p>Zakat (alms) for the Fund The Fund does not pay <i>zakat</i> on behalf of Muslim individuals and Islamic legal entities who are Unit Holders of the Fund. Thus, Unit Holders are advised to pay <i>zakat</i> on their own.</p> <p>The investment portfolio of the Fund will comprise instruments that have been classified as Shariah-compliant by the SAC SC and, where applicable the SAC BNM. For instruments that are not classified as Shariah-compliant by the SAC SC and, where applicable the SAC BNM, the status of the instruments has been determined in accordance with the ruling issued by the Shariah Adviser.</p>
Bases of Valuation of Investments	<p>(i) Sukuk – listed Sukuk will be valued based on the last done prices as at the close of the Business Day of the respective markets on the same calendar day.</p> <p>However, if:</p> <ul style="list-style-type: none"> (a) a valuation based on the market price does not represent the fair value of the Sukuk, for example during abnormal market conditions; or (b) no market price is available, including in the event of a suspension in the quotation of the Sukuk for a period exceeding fourteen (14) days, or such shorter period as agreed by the Trustee, <p>then the Sukuk should be valued at fair value, as determined in good faith by the Manager, based on the methods or bases approved by the Trustee after appropriate technical consultation.</p>

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	<p>Investments in Sukuk which are not listed on any recognised stock exchange will be valued on each Business Day by reference to the fair value prices quoted by a BPAM registered with the SC.</p> <p>In a case where the Manager is of the view that the price quoted by BPAM for a specific unlisted Sukuk differs from the Manager's view of the market price by more than twenty (20) basis points, the Manager may use the market price for valuation, provided that the Manager record its basis for using such price, obtains the necessary internal approvals to use such price and keeps an audit trail of all decisions and basis for adopting such price.</p> <p>(ii) Islamic money market instruments - investments in Islamic commercial papers and Islamic treasury bills are valued each day based on the price quoted by BPAM registered with the SC.</p> <p>For investments in Islamic money market instruments that are not quoted by BPAM, such Islamic money market instruments are valued each day at cost, adjusted for amortisation of premium or accretion of discount over their par value at the time of acquisition, less provision for any diminution in value.</p> <p>(iii) Islamic deposits – Islamic deposits placed with Financial Institutions are valued each day by reference to the value of such investments and the profits accrued thereon for the relevant period.</p> <p>(v) Any other Shariah-compliant investments - fair value as determined in good faith by the Manager on methods or bases which have been verified by the auditor of the Fund and approved by the Trustee.</p>

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

If you are interested in the Fund, have any queries or require further information, please contact our client servicing personnel at 03 – 2173 8488. Alternatively, you may e-mail your enquiries to midfamanah@midf.com.my

(4) RISK FACTORS

Prior to making an investment, prospective investors should consider the following risk factors in addition to the other information set out in this Prospectus.

General Risks

Market Risk

Market risk refers to potential losses that may arise from changes in the market prices of the Fund's investments. The prices of Shariah-compliant securities that the Fund invests in may fluctuate due to various factors, for example, events or news relating to the general market or economic conditions. Such movements in the prices of Shariah-compliant securities will cause the prices or NAV of the Units to fluctuate.

Risk of Non-Compliance

This is the risk of the Manager not complying with internal policies, the Deed, securities law, and guidelines, whether by oversight or by omission, or if the Manager acts fraudulently or dishonestly. Non-compliance risk may adversely affect the investment of Unit Holders if the Manager is forced to sell the investments of the fund at a discount to restore the non-compliance. In order to mitigate this risk, the Manager has imposed stringent internal compliance controls.

Loan/Financing Risk

This 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 repayments/financing payments. In the events units are used as collateral, an investor may be required to top-up the investors' existing instalment if the prices of units fall below a certain level due to market conditions. Failing which, the units may be sold at a lower net asset value per unit as compared to the net asset value per unit at the point of purchase towards settling the loan/financing.

Inflation Risk

This refers to the likelihood of a unit holder's investments not growing proportionately to the inflation rate resulting in the unit holder's decreasing purchasing power even though the investment in monetary terms may have increased. This risk can be mitigated by investing in Shariah-compliant securities that can provide positive real rate of return.

Manager's Risk

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

Suspension of Redemption Risk

The Fund may, in consultation with the Trustee and having considered the interests of the Unit Holders, suspend the redemption of Units under exceptional circumstances, where the market value or 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 Holders' investments will continue to be subjected to the risk factors inherent to the Fund. Please refer to Section 7(i) of this Prospectus for more information on suspension of dealing in Units.

Specific Risks

Credit and Default Risk

Credit risk relates to the creditworthiness of the issuers of Sukuk, Islamic money market instruments and/or the Financial Institutions where the Islamic deposits are placed and their expected ability to make timely payment of profit and/or principal. Any adverse situations faced by the issuer of the Sukuk, Islamic

money market instruments and/or the Financial Institutions where the Islamic deposits are placed may impact the value as well as liquidity of the Sukuk, Islamic money market instruments and/or Islamic deposits. In the case of rated Sukuk, Islamic money market instruments and Financial Institutions, this may lead to a credit downgrade.

Default risk relates to the risk that an issuer of a Sukuk, Islamic money market instrument or a Financial Institution where the Islamic deposits are placed either defaulting on payments or failing to make payments in a timely manner which will in turn adversely affect the value of the Sukuk, Islamic money market instruments and Islamic deposits. This could adversely affect the NAV of the Fund.

Profit Rate Risk

Profit rate risk refers to the impact of profit rate changes on the valuation of Sukuk and/or Islamic money market instruments. When profit rates rise, Sukuk and/or Islamic money market instruments prices generally decline and this may lower the market value of the Fund's investment in Sukuk and/or Islamic money market instruments. The reverse may apply when profit rates fall. Meanwhile, Sukuk and/or Islamic money market instruments with longer maturities and lower profit rates are more sensitive to profit rate changes.

In addition, the Fund's placement in Islamic deposits will also be affected by profit rate changes. In the event of a decreasing profit rate environment, banks may offer Islamic deposits with lower profit rates, effectively reducing the potential returns of Islamic deposits. Profit rates offered by the Financial Institutions will fluctuate according to the overnight policy rate ("OPR") determined by BNM and this has direct correlation with the Fund's placement in Islamic deposits. The Fund will enjoy higher profit income when profit rates rise and vice versa. Upon the revision of the OPR, rates for pre-existing Islamic deposit placements will remain unchanged. The change in the OPR will only affect new placements made after such change.

The above profit rate is a general indicator that will have an impact on the management of the Fund regardless whether it is an Islamic unit trust fund or otherwise. It does not in any way suggest that an Islamic unit trust fund will invest in conventional financial instruments.

Liquidity Risk

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

Income Distribution Risk

It should be noted that the distribution of income is not guaranteed. Circumstances preventing the distribution of income include, among others, unavailability of sufficient realised returns to enable income distribution as distribution of income may only be made from realised gains or realised income.

Reclassification of Shariah Status Risk

This risk refers to the risk that the currently held Shariah-compliant investments invested by the Fund may be reclassified as Shariah non-compliant by the relevant authority. In the event the Shariah-compliant investments held by the Fund are reclassified as Shariah non-compliant by the relevant authority or the Shariah Adviser of the Fund, the instruments will be disposed in accordance with rules and decision by the Shariah Adviser and/or the rules of the SAC of the SC. Please refer to Section 3 on the Fund's Shariah methodology on the treatment of gains and losses as a result of the Shariah non-compliant investment.

Shariah Non-Compliance Risk

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

Any Shariah non-compliant investment made by the Fund due to error of the administration shall be disposed of or withdrawn as soon as possible. If the investment resulted in gain (through capital gain and/or profit), the gain is to be channeled to *baitulmal* and/or any other charitable bodies of the Manager's choice as advised by the Shariah Adviser. The Fund has a right to retain only the investment cost. If the disposal of the investment resulted in losses to the Fund, the losses are to be borne by the Manager.

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

Risk Management Strategies

The Manager will utilise asset allocation to mitigate the overall investment risk to the Fund. Asset allocation allows for strategic switching of assets to protect the overall value of the Fund when necessary. Sector selection on the other hand provides the opportunity to diversify investment risk within an asset class. In relation to Sukuk, this includes monitoring the profit rate environment, placing Islamic deposits of various tenures with Financial Institutions to cater for liquidity and monitoring the creditworthiness of the Financial Institutions.

(5) FEES, CHARGES AND EXPENSES

Charges

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

(a) Sales Charge

A sales charge may be imposed on the purchase of Units of the Fund and may be utilised by the Manager to pay the marketing, advertising and distribution expenses of the Fund.

The sales charge shall be a percentage of the NAV per Unit of the Fund and is disclosed as follows to enable investors to understand, compare and to make an informed decision on the preferred distribution channel:

Direct Sales	IUTA	Tied Agents
Up to 5.00% of the NAV per Unit.	Up to 5.00% of the NAV per Unit.	Up to 5.00% of the NAV per Unit.

**The Manager reserves the right to waive or reduce the sales charge from time to time at its absolute discretion. Investors may also negotiate for a lower sales charge with their preferred distributor, subject to the respective channel's qualifying criterion. All sales charge will be rounded up to two (2) decimal places and will be retained by the Manager.*

Differing sales charge may be levied depending on the distribution channels and the distributor within each distribution channel, subject to the sales charge stipulated above. This is due to the different levels of services provided by each distribution channel and/or the size of the investment undertaken.

Illustration - Computation of sales charge

Example:

If an investor wishes to invest RM10,000.00 in the Fund which imposes a sales charge of 5.00% of the NAV per Unit of the Fund, the total amount of sales charge will be:

$$5.00\% \times 10,000.00 = \text{RM}500.00$$

The total amount to be paid by an investor for his or her investment will therefore be:

$$\text{RM}10,000.00 + \text{RM}500.00 = \text{RM}10,500.00 \text{ (inclusive of sales charge)}$$

(b) Repurchase Charge

No repurchase charge is levied on the repurchase of Units of the Fund.

(c) Transfer Fee

A fee of RM50 is payable to the Manager for each transfer.

**The Manager reserves the right to waive or reduce the transfer fee from time to time at its absolute discretion.*

(d) Switching Fee

Each Unit Holder is entitled to two (2) free switching in a calendar year. For any subsequent switching, a Unit Holder will incur a switching charge payable to the Manager for the sum of RM25 per switch.

(e) Autodebit/Standing Instruction Charges

Autodebit/Standing Instruction facilities are available at selected banks and handling charges will be borne by the investors. For more details, please contact our Customer Service Line 03 – 2173 8488.

Fees and Expenses

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

(a) Management Fee

The Manager is entitled to an annual management fee of up to 0.80% per annum of the NAV of the Fund, before deducting annual management fee and trustee fee for the day, calculated and accrued on a daily basis.

(b) Trustee Fee

The Trustee is entitled to an annual trustee fee of up to 0.035% per annum of the NAV of the Fund, before deducting annual management fee and annual trustee fee for the day, calculated and accrued on a daily basis.

The following is an example of the daily computation of management fee and trustee fee:

Total NAV (before deducting the management and trustee fees for the day)	RM 101,200,000
Management fee accrued for the day (0.80% x NAV / 365) (0.80% x RM101,200,000 / 365)	2,218.08
Trustee fee accrued for the day (0.035% x NAV / 365) (0.035% x RM101,200,000 / 365)	97.04

(c) Fund Expenses

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

- (i) commissions or fees paid to brokers or dealers in effecting dealings in the investments of the Fund, shown on the contract notes or confirmation notes;
- (ii) taxes and other duties charged on the Fund by the government and/or other authorities;
- (iii) costs, fees and expenses properly incurred by the auditor appointed for the Fund;
- (iv) fees for the valuation of any Shariah-compliant investment of the Fund;
- (v) costs, fees and expenses incurred for any modification of the Deed save where such modification is for the benefit of the Manager and/or the Trustee;
- (vi) costs, fees and expenses incurred for any meeting of the Unit Holders save where such meeting is convened for the benefit of the Manager and/or the Trustee;
- (vii) costs, commissions, fees and expenses of the sale, purchase, takaful and any other dealing of any asset of the Fund;
- (viii) costs, fees and expenses incurred in engaging any specialist approved by the Trustee for investigating or evaluating any proposed investment of the Fund;

- (ix) costs, fees and expenses incurred in engaging any adviser for the benefit of the Fund;
- (x) costs, fees and expenses incurred in the preparation and audit of the taxation, returns and accounts of the Fund;
- (xi) costs, fees and expenses incurred in the termination of the Fund or the removal of the Trustee or the Manager and the appointment of a new trustee or management company;
- (xii) costs, fees and expenses incurred in relation to any arbitration or other proceedings concerning the Fund or any asset of the Fund, including proceedings against the Trustee or the Manager by the other for the benefit of the Fund (save to the extent that legal costs incurred for the defence of either of them are ordered by the court not to be reimbursed by the Fund);
- (xiii) remuneration and out of pocket expenses of the person(s) or members of a committee undertaking the oversight function of the Fund, unless the Manager decides otherwise;
- (xiv) costs, fees and expenses deemed by the Manager to have been incurred in connection with any change or the need to comply with any change or introduction of any law, regulation or requirement (whether or not having the force of law) of any governmental or regulatory authority;
- (xv) (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;
- (xvi) costs, expenses and charges incurred in connection with the printing and postage for the annual or semi-annual report, accounts of the Fund, tax certificates, distribution warrants, reinvestment statements and other services associated with the administration of the Fund;
- (xvii) all costs and expenses associated with the distributions declared pursuant to the Deed and the payment of such distribution including without limitation fees, costs and/or expenses for the revalidation or reissuance of any distribution cheque or warrant or telegraphic transfer; and
- (xviii) any tax now or hereafter imposed by law or required to be paid in connection with any costs, fees and expenses incurred under sub-paragraphs (i) to (xvii) above.

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

(d) Policy on Stockbroking Rebates and Soft Commissions

The Manager or any delegate thereof will not retain any form of rebate or soft commission from, or otherwise share in any commission with, any broker in consideration for directing dealings in the investments of the Fund.

However, soft commissions may be retained by the Manager and its delegate provided always that:

- (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 and/or dealer is executed on terms which are the most favourable for the Fund; and
- (c) the availability of soft commissions is not the sole or primary purpose to perform or arrange transactions with such broker or dealer, and the Manager or fund manager shall not enter into unnecessary trades in order to achieve a sufficient volume of transactions to qualify for soft commissions.

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

The fees, charges and expenses quoted in this Prospectus are exclusive of any taxes and/or duties imposed by law or required to be paid in connection with the products or services provided by the Manager and/or the Trustee.

(6) TRANSACTION INFORMATION

(a) Valuation Point

Valuation point refers to such time on a Business Day as may be decided by the Manager wherein the NAV of the Fund is calculated.

The Fund is valued once at the end of every Business Day.

As such, the daily price of the Fund for a particular Business Day will be published on the next Business Day.

(b) Computation of NAV and NAV per Unit

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

Please note that the example below is for illustration only:

		RM
	Investment	100,000,000.00
Add:	Other assets (including cash) & income	1,400,000.00
Less:	Liabilities	200,000.00
	NAV before deducting annual management fee and annual trustee fee for the day	101,200,000.00
Less:	Annual management fee for the day (at 0.80% per annum calculated based on NAV) RM101,200,000.00 x 0.80% / 365 days	2,218.08
Less:	Annual trustee fee for the day (at 0.035% per annum calculated based on the NAV) RM101,200,000.00 x 0.035% / 365 days	97.04
	NAV	101,197,684.88

The NAV per Unit of the Fund is calculated by dividing the total NAV of the Fund by the number of Units in circulation at the same valuation point of each Business Day.

In the event that there are 200,000,000 Units of the Fund in circulation at the point of valuation, the NAV per Unit of the Fund shall therefore be calculated as follows:

		RM
	NAV	101,197,684.88
Divide	Units in circulation	200,000,000
	NAV per Unit	0.5060*

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

(c) Pricing of Units

Single Pricing Regime

The Manager adopts a single pricing regime in calculating the selling price and repurchase price per Unit. Under this regime, both the selling price and the repurchase price will be the same, i.e., the NAV per Unit of the Fund.

Selling Price of Units

The selling price of a Unit is the NAV per Unit of the Fund at the end of each Business Day as at the next valuation point after the request to purchase Units is received by the Manager (Forward Pricing). The Manager and its distributors will impose a maximum sales charge of 5.00% of the NAV per Unit of the Fund on top of the amount an investor pays to the Manager to purchase Units.

Calculation of Selling Price

Illustration – Sale of Units with sales charge

Example:

If an investor wishes to invest RM10,000.00 in the Fund before 4.00 p.m. on a Business Day, and if the sales charge is 5.00% of the NAV per Unit, the total amount to be paid by the investor and the number of Units issued to an investor will be as follows:

Sales charge payable by an investor = $5.00\% \times 10,000.00 = \underline{\text{RM500.00}}$

The total amount to be paid by an investor for his or her investment will therefore be:
RM10,000.00 + RM500.00
= **RM10,500.00** (inclusive of sales charge)

In the event that the NAV per Unit at the end of that Business Day = RM1.0000

The number of Units that will be issued to the investor will be:
RM10,000.00 divided by RM1.0000 (the NAV per Unit)
= **10,000.00** Units

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

Repurchase Price of Units

The repurchase price of a Unit is the NAV per Unit of the Fund at the end of each Business Day as at the next valuation point after the request to repurchase Units is received by the Manager (Forward Pricing). There would not be any repurchase charge imposed on the Fund.

Calculation of Repurchase Price

Illustration – Repurchase of Units without repurchase charge

Example:

If an investor wishes to redeem RM10,000.00 before 4.00 p.m. on a Business Day, the total amount to be paid to the investor and the number of Units redeemed by an investor will be as follows:

In the event that the NAV per Unit of the Fund at the end of that Business Day = RM1.0000

The number of Units that will be redeemed by an investor will be: RM10,000.00 divided by RM1.0000 (the NAV per Unit)
= **10,000.00 Units**

The total amount to be paid to an investor will be the number of Units to be redeemed multiplied with the NAV per Unit.
= $10,000.00 \text{ Units} \times \text{RM1.0000}$
= **RM10,000.00**

Therefore, the investor will receive **RM10,000.00** as redemption proceeds.

(d) Incorrect Pricing

The Manager shall take immediate remedial action to rectify any incorrect valuation and/or pricing of the Fund or Units of the Fund. Where such error has occurred, monies shall be reimbursed in the following manner: -

- (a) in the event of over valuation or pricing, by the Manager to the Fund (if there is a redemption of Units) and/or to the Unit Holders who purchase Units at a higher price; or
- (b) in the event of under valuation or pricing, by the Manager to the Fund (if there is a sale of Units) and/or to the Unit Holders or former Unit Holders who redeem at a lower price.

Notwithstanding the foregoing, unless the Trustee otherwise directs, no reimbursement shall be made save and except where an incorrect pricing: -

- (i) is equal to or more than zero point five per centum (0.5%) of the NAV per Unit; and
- (ii) results in a sum total of Ringgit Malaysia Ten (RM10.00) or more to be reimbursed to a Unit Holder for each sale or repurchase transaction.

Subject to any regulatory requirements, the Manager shall have the right to amend, vary or revise the abovesaid limits or threshold from time to time and disclose such amendment, variation or revision in this Prospectus.

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

(7) TRANSACTION DETAILS

(a) How and where to Purchase and Redeem Units of the Fund

You may contact our Customer Service Department for general inquiries or specific information with regard to investment in Units of the Fund on your account details. For Fund application, an applicant is required to complete the Account Opening & Investment Form, which is readily available together with this Prospectus from the following outlets or persons:

- (i) Customer Service Line at 03 – 2173 8488
- (ii) Registered distributors;
- (iii) IUTAs; and
- (iv) Any other distribution channel, including but not limited to online platforms as may be determined by the Manager from time to time.

Please refer to Section 16 of this Prospectus for the list of distribution channels.

(b) Investment

The minimum initial investment is RM1,000* and the minimum subsequent investment is RM100*. Investors are recognised as Unit Holders only after they have been registered in the Unit Holders' Register. The registration takes effect from the date the Manager receives the application to purchase Units from investors together with the payment thereof.

**or such other lower amount as may be determined by the Manager from time to time.*

Processing of an investment application shall be subject to the Manager's receipt of the complete application form and such other documents as may be required by the Manager.

Note: The Manager's distributors may set a lower minimum initial and/or additional investments than the above for investments made via the distributors subject to their terms and conditions for investment.

(c) Repurchase of Units

You may redeem part or all of your Units by simply completing the Transaction Form and returning it to the Manager. The minimum Unit for redemption is 200* Units. You shall be paid within seven (7) Business Days from the date the request to repurchase is received by the Manager.

For partial repurchase, the Unit holdings after the repurchase must not be less than 2,000* Units. If the holdings of an investor are, after a repurchase request, below the minimum Unit holdings, a request for full redemption is deemed to have been made.

Other than the above conditions, there is no restriction in terms of the frequency of redemption for the Fund.

**or such other lower number of Units as may be determined by the Manager from time to time.*

Processing of a repurchase request shall be subject to the Manager's receipt of the complete application form and such other documents as may be required by the Manager.

Note: The Manager's distributors may set a lower minimum Unit for redemption or Unit holdings after the repurchase than the above for investments made via the distributors subject to their terms and conditions for investment.

(d) Transfer of Units

Units may be transferred from one Unit Holder to another Unit Holder subject to the Manager's sole discretion and to the provisions of the Deed.

(e) Switching between Funds

Unit Holders may switch their investments between the funds managed by the Manager in response to their investment needs, subject to any terms and conditions imposed by the fund to be switched to, if any.

Each Unit Holder is entitled to two (2) free switching in a calendar year. For any subsequent switching, a Unit Holder will incur a switching charge payable to the Manager for the sum of RM25 per switch.

The minimum number of Units per switch is 1,000* units. There is no restriction on the frequency of switching.

For partial switching, Units in your account after switching must not be less than the stipulated minimum Units holdings. Following a switching transaction, if the quantity of Units held by a Unit Holder falls below its minimum Unit holding, the Manager may switch the entire investment and forward the proceeds to the fund to be switched into.

There is no restriction on the frequency of switching.

The fees and charges imposed by the Manager for switching between funds are repurchase price per Unit and switching fee.

Switching into new funds will not be allowed during the initial six (6) months from the launch date.

The Manager reserves the right to vary the terms and conditions for switching from time to time, which shall be communicated to the investor in writing.

**or such other lower number of Units as may be determined by the Manager from time to time.*

Note: The Manager's distributors may set a lower minimum number of Units per switch than the above for investments made via the distributors subject to their terms and conditions for investment.

(f) Dealing Cut-Off Time for Investment, Repurchase and Switching of Units

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

Applications received before the cut-off time on a Business Day will be processed on the same Business Day based on the same day's pricing of the Fund.

Applications received after the cut-off time on a Business Day will be treated as having been received on the next Business Day and will be processed on the next Business Day based on the next day's pricing of the Fund.

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

For pricing of Units, please refer to pages 16 - 17.

(g) Notice of Cooling-off Period

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

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

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

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

- (a) if the NAV per Unit on the day the Units were first purchased is higher than the NAV per Unit at the point of exercise of the cooling-off right ("Market Price"), the Market Price at the point of cooling-off; or
- (b) if the Market Price is higher than the NAV per Unit on the day the Units were first purchased, the NAV per Unit on the day the Units were purchased; and
- (c) the sales charge per Unit originally imposed on the day the Units were purchased;

The refund amount shall be paid to Unit Holder within seven (7) Business Days from the date of cooling-off request is received.

Processing of a cooling-off request shall be subject to the Manager's receipt of the complete application form and such other documents as may be required by the Manager.

(h) Distribution of Income

Distribution, if any, after deduction of taxation and expenses (i.e., net distribution) will be reinvested unless the Unit Holder specifically requests for distribution to be paid out to the Unit Holder by indicating in the purchase / switch form. The reinvestments will be based on the NAV per Unit (ex-distribution) at the close of the date the income distribution is declared. Sales charge will not be imposed on the income distribution reinvestments.

For Unit Holder who specifically requests for distribution to be paid out, it will be credited into the bank account opened with Financial Institutions in Malaysia. In the absence of a valid and active bank account, the distribution will be reinvested based on the NAV per Unit on a Business Day determined at the discretion of the Manager.

The Manager reserves the right to reinvest income distributed which is less than RM250.00 (in total distribution) in additional Units of the Fund at the NAV per Unit of the Fund at the close of the date the income distribution is declared.

(i) Liquidity Risk Management Policy

In managing the liquidity of the Fund to meet redemption requests from the Unit Holders as well as to safeguard the interests of the remaining Units Holders, the Manager has put in place the following procedures:

- (a) liquidity risk dashboard, a periodic review of portfolio position to ascertain the duration of time needed to liquidate stocks in the Fund;
- (b) liquidity stress test;
- (c) investor concentration threshold, whereby non-individual Unit Holders who wishes to make large redemptions are required to give an advance notice to the Manager.

The Manager may, in consultation with the Trustee and having considered the interests of the Unit Holders, resort to suspend the dealing in Units due to exceptional circumstances, where there is good and sufficient reason to do so (e.g. where the market value or fair value of a material portion of the Fund's assets cannot be determined), provided always that the abovementioned procedures have been exhausted.

The Manager will cease the suspension as soon as practicable after the aforesaid circumstances has ceased, and in any event within twenty-one (21) days of commencement of suspension. The period of suspension may be extended if the Manager satisfy the Trustee that it is in the best interest of Unit Holders for the dealing in Units to remain suspended. Such suspension will be subject to weekly review by the Trustee.

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

(8) THE MANAGEMENT AND ADMINISTRATION OF THE FUND

(a) Background Information

MIDF Amanah was incorporated in Malaysia under the Companies Act, 1965 (now known as Companies Act, 2016) on 29 February 1972. Its authorised share capital is RM30,000,000 while its issued share capital as at LPD was RM25,000,000 comprising 25,000,000 ordinary shares. Its registered office is at Level 21, Menara MIDF, 82, Jalan Raja Chulan, 50200 Kuala Lumpur.

MIDF Amanah is a fund manager licensed under the CMSA. It has more than 10 years' experience in providing fund management and investment advisory services.

(b) Functions, Duties and Responsibilities of the Manager

The Manager of the Fund pools together the collective investments of Unit Holders and professionally invests the monies within prescribed limits, restrictions and guidelines to meet the objective of the Fund. The Manager is under a fiduciary duty to act in good faith and to avoid advancing a conflicting interest and to exercise due care and diligence when managing the monies of a Unit Holder and when making any investments for the Fund.

The general functions, duties and responsibilities of the Manager include, but are not limited to, the following:

- (i) to ensure that the Fund is managed within the ambit of the Deed, the CMSA and the relevant guidelines at all time;
- (ii) the success in the launch and sales of any fund, and to provide customer support and distribution agency network to best serve the Unit Holders of the Fund;
- (iii) to keep the Unit Holders informed of the Manager and performance of the Fund through the semi-annual and annual reports; and
- (iv) to ensure that the interest of the Unit Holders is best served and protected at all times.

(c) The Philosophy of the Management Company

The Manager is dedicated to building investment management solutions for its clients through an array of quality unit trusts funds and related investment products and services for investors. With in-depth investment and research process, and wealth of extensive experience, the Manager seeks to: -

- develop customised solutions for institutional investors;
- offer the comfort of the financial strength and stability of an established parent company;
- identify undervalued companies with winning business models with superior earning growth potential; and
- consistently deliver superior performance.

(d) Board of Directors of the Manager

Please refer to <https://www.midf.com.my/board-of-directors> for information on our board of directors.

(e) Material Litigation

As at the LPD, MIDF Amanah is not engaged in any material litigation and arbitration, including those pending or threatened, and there are no facts likely to give rise to any proceedings which might materially affect the business or financial position of MIDF Amanah.

(f) Manager's Delegate

The Manager has delegated certain functions to Malaysian Industrial Development Finance Berhad and MIDF Amanah Investment Bank Berhad, an institution licensed by Bank Negara Malaysia and SC.

The functions delegated by the Manager are as follows:

Malaysian Industrial Development Finance Berhad

- Finance
- Human Resource
- Administration
- Secretarial and Legal
- Internal Audit
- Information Technology
- Quality Management
- Corporate Communications
- Shariah

MIDF Amanah Investment Bank Berhad

- Compliance
- Risk Management

Corporate Information

MIDF Amanah Investment Bank Berhad ("MIDF Investment Bank"), commenced operations in January 2007. It is a wholly-owned subsidiary of Malaysian Industrial Development Finance, which in turn is wholly-owned by Permodalan Nasional (PNB), the national investment trust company.

Please refer to <https://www.midf.com.my/> for more information.

(g) Designated person responsible for the fund management function of the Fund

Nor Aishah Saad is the designated person responsible for the fund management function of the Fund. Please refer to <https://www.midf.com.my/fund-managers> for her profile.

Further information on the Manager, Shariah Adviser and fund manager is provided in the Manager's website.

(9) THE TRUSTEE

Profile of Maybank Trustees Berhad

Maybank Trustees Berhad (Registration No. 196301000109 (5004-P)) is the trustee of the Fund with its registered office at 8th Floor, Menara Maybank, 100, Jalan Tun Perak, 50050 Kuala Lumpur.

Maybank Trustees Berhad was incorporated on 12 April 1963 and registered as a trust company under the Trust Companies Act 1949 on 11 November 1963. It was one (1) of the first local trust companies to provide trustee services with the objective of meeting the financial needs of both individual and corporate clients.

Experience in Trustee Business

Maybank Trustees Berhad has acquired experience in the administration of unit trust funds/schemes since 1991. As at the LPD, it has under its trusteeship a total of 93 funds (including unit trust funds, wholesale funds and funds under private retirement scheme).

Duties and Obligations of Trustee

The Trustee's role is mainly to act as custodian of the Fund and to exercise all due diligence and vigilance in carrying out its functions and duties and to safeguard the rights and interests of the Unit Holders. Apart from being the legal owner of the Fund's assets, the Trustee will exercise oversight functions over the operation and management of the Fund by the Manager to safeguard the interests of the Unit Holders and ensures that the Manager performs its obligations in accordance with the provisions of the Deed and the relevant laws.

Material Litigation and Arbitration

As at the LPD, the Trustee is not engaged in any material litigation 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 and adversely affect its financial position or business.

Delegates of the Trustee

The Trustee has delegated its custodian function to Malayan Banking Berhad. The custodian function is run under Maybank Securities Services ("MSS"), a unit within Malayan Banking Berhad. MSS provides a comprehensive end to end clearing and custody services for global and domestic equities and fixed income securities. MSS also provides a complete suite of corporate outsourcing solutions with a proven track record in servicing international institutional clients: sub-custodian for major foreign banks and global custodians, and global custody services in more than 100 different markets via a special arrangement with their reputable partners. MSS has consistently been awarded in the Global Custodian Awards for Excellence as well as other major publications.

The roles and duties of MSS as the Trustee's delegate are as follows:

- Safekeep, reconcile and maintain assets holdings records of funds in accordance with the Trustee's instructions;
- Act as settlement agent for shares and monies to counterparties in accordance with the Trustee's instructions;
- Act as agents for money market placement where applicable in accordance with the Trustee's instructions;
- Disseminate listed companies' announcements to and follow through for corporate actions instructions from the Trustee;
- Compile, prepare and submit holdings report to the Trustee and beneficial owners, where relevant; and

- Other ad-hoc payments for work done for the funds in accordance with the Trustee's instructions, etc.

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

(10) THE SHARIAH ADVISER

The Manager had appointed MIDF Amanah Investment Bank Berhad (“MIDF Investment Bank”) (backed by its Shariah Committee comprising 3 individual members), as the Shariah Adviser for the Fund. In addition to the Fund, the Shariah Adviser also reviews and supervise two (2) Islamic wholesale funds and eleven (11) Shariah-compliant mandated accounts by corporate clients that are managed by MIDF Amanah.

MIDF Investment Bank commenced operations in January 2007. It is a wholly- owned subsidiary of Malaysian Industrial Development Finance, which in turn is wholly-owned by Permodalan Nasional (PNB), the national investment trust company. Please refer to <https://www.midf.com.my/> for more information.

Roles and Responsibilities of the Shariah Adviser

In line with the Guidelines, the role of the Shariah Adviser is as follows:

1. To ensure that Fund is managed and administered in accordance with the Shariah principles;
2. To provide expertise and guidance for the Fund in all matters relating to Shariah principles, including the Deed and Prospectus, its structure and investment process, and other operational and administrative matters;
3. To consult the SC who may consult the SAC SC whenever there is any ambiguity or uncertainty as to an investment, instrument, system, procedure and/or process;
4. To scrutinise the Fund’s Shariah-compliance report as provided by the Shariah compliance officer, transaction report provided by or duly approved by the Trustee and any other report deemed necessary for the purpose of ensuring that the Fund’s investments are in line with the Shariah principles;
5. To prepare a report for inclusion in the Fund’s semi-annual and annual report certifying that the Fund has been managed and administered in accordance with the Shariah principles;
6. To ensure that the Fund complies, with any guideline, ruling or decision issued by the SC, with regard to Shariah matters;
7. To vet and advise on the promotional materials of the Fund;
8. To assist and attend any ad-hoc meeting called by the SC and/or any other relevant authority.

The Shariah Adviser is responsible for advising the fund managers and/or the committee undertaking the oversight function of the Fund on the selection of investment tools to be adopted, as well as on the mechanism of operations of the Fund’s activities in order to ensure that the operations of the Fund comply with Shariah principles at all times.

The Shariah Adviser will review the Fund’s investments on a monthly basis through the Shariah compliance reports as to ensure compliance with Shariah requirements at all times and meet the fund managers on quarterly basis to review and advise on the Fund’s compliance with Shariah requirements. The final responsibility for ensuring Shariah compliance of the Fund in all relevant aspects rests solely with the Manager. All the members of the Shariah Committee will be responsible for Shariah matters of the Fund.

Profiles of the members of MIDF Amanah Investment Bank Berhad Shariah Committee

Please refer to <https://www.midf.com.my/shariah-committee-profiles> for profiles of the members of MIDF Amanah Investment Bank Berhad's Shariah Committee.

(11) SALIENT TERMS OF THE DEED

UNIT HOLDERS' RIGHTS AND LIABILITIES

Unit Holders' Rights

A Unit Holder has the right, amongst others:

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

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

Unit Holders' Liabilities

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

MAXIMUM FEES AND CHARGES PERMITTED BY THE DEED

Maximum Sales Charge	Maximum Redemption Charge	Maximum Management Fee	Maximum Trustee Fee
5.00% of the NAV per Unit	5.00% of the NAV per Unit	3.00% per annum of the NAV of the Fund	0.035% per annum of the NAV of the Fund (excluding foreign custodian fees and charges).

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

PROCEDURES TO INCREASE THE DIRECT AND INDIRECT FEES AND CHARGES

Sales Charge

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

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

Redemption Charge

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

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

Management Fee

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

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

Trustee Fee

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

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

EXPENSES PERMITTED BY THE DEED

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:

- (i) commissions or fees paid to brokers or dealers in effecting dealings in the investments of the Fund, shown on the contract notes or confirmation notes;
- (ii) taxes and other duties charged on the Fund by the government and/or other authorities;
- (iii) costs, fees and expenses properly incurred by the auditor appointed for the Fund;
- (iv) fees for the valuation of any Shariah-compliant investment of the Fund;
- (v) costs, fees and expenses incurred for any modification of the Deed save where such modification is for the benefit of the Manager and/or the Trustee;
- (vi) costs, fees and expenses incurred for any meeting of the Unit Holders save where such meeting is convened for the benefit of the Manager and/or the Trustee;
- (vii) costs, commissions, fees and expenses of the sale, purchase, *takaful* and any other dealing of any asset of the Fund;

- (viii) costs, fees and expenses incurred in engaging any specialist approved by the Trustee for investigating or evaluating any proposed investment of the Fund;
- (ix) costs, fees and expenses incurred in engaging any adviser for the benefit of the Fund;
- (x) costs, fees and expenses incurred in the preparation and audit of the taxation, returns and accounts of the Fund;
- (xi) costs, fees and expenses incurred in the termination of the Fund or the removal of the Trustee or the Manager and the appointment of a new trustee or management company;
- (xii) costs, fees and expenses incurred in relation to any arbitration or other proceedings concerning the Fund or any asset of the Fund, including proceedings against the Trustee or the Manager by the other for the benefit of the Fund (save to the extent that legal costs incurred for the defence of either of them are ordered by the court not to be reimbursed by the Fund);
- (xiii) remuneration and out of pocket expenses of the person(s) or members of a committee undertaking the oversight function of the Fund, unless the Manager decides otherwise;
- (xiv) costs, fees and expenses deemed by the Manager to have been incurred in connection with any change or the need to comply with any change or introduction of any law, regulation or requirement (whether or not having the force of law) of any governmental or regulatory authority;
- (xv) (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;
- (xvi) costs, expenses and charges incurred in connection with the printing and postage for the annual or semi-annual report, accounts of the Fund, tax certificates, distribution warrants, reinvestment statements and other services associated with the administration of the Fund;
- (xvii) all costs and expenses associated with the distributions declared pursuant to the Deed and the payment of such distribution including without limitation fees, costs and/or expenses for the revalidation or reissuance of any distribution cheque or warrant or telegraphic transfer; and
- (xviii) any tax now or hereafter imposed by law or required to be paid in connection with any costs, fees and expenses incurred under sub-paragraphs (i) to (xviii) above.

RETIREMENT, REMOVAL AND REPLACEMENT OF THE MANAGER

The Manager shall have the power to retire in favour of some other corporation and as necessary under any written law upon giving to the Trustee three (3) months' notice in writing of its desire so to do, or such other shorter period as the Manager and the Trustee may agree upon, and subject to fulfilment of the conditions as stated in the Deed.

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

- (a) if the Manager has failed or neglected to carry out its duties to the satisfaction of the Trustee and the Trustee considers that it would be in the interest of the 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;
- (b) unless expressly directed otherwise by the relevant authorities, if the Manager is in breach of any of its obligations or duties under the Deed or the relevant laws, or has ceased to be eligible to be a management company under the relevant laws; or
- (c) 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.

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

RETIREMENT, REMOVAL AND REPLACEMENT OF THE TRUSTEE

The Trustee may retire upon giving three (3) months' notice to the Manager of its desire so to do (or such other shorter period as the Manager and the Trustee shall agree) and may by deed appoint in its stead a new trustee approved by the relevant authorities and under any relevant law.

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

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

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

TERMINATION OF THE FUND

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

- (a) the authorisation of the Fund has been revoked by the SC; or
- (b) a special resolution is passed at a Unit Holders' meeting to terminate or wind up the Fund.

The Fund may also be terminated by the Manager with the consent of the Trustee (which consent shall not be unreasonably withheld) by giving not less than one (1) month notice in writing to the Unit Holder or such other period as may be prescribed by the relevant laws in any of the following events:

- (a) if any law shall be passed which renders it illegal; or
- (b) if in the reasonable opinion of the Manager and Trustee that it is impracticable or inadvisable or uneconomical to continue the Fund,

and the termination of the Fund is in the best interest of the Unit Holders.

UNIT HOLDERS' MEETING

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

in such meeting by video-conference, web-based communication, electronic or such other communication facilities or technologies available from time to time.

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

Quorum

The quorum for a meeting of Unit Holders shall be five (5) Unit Holders, whether present in person or by proxy, however if the Fund has five (5) or less Unit Holders, the quorum required for a meeting of the Unit Holders of the Fund shall be two (2) Unit Holders, whether present in person or by proxy.

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

If the Fund has only one (1) remaining Unit Holder, such Unit Holder, whether present in person or by proxy, shall constitute the quorum required for the meeting of the Unit Holders of the Fund.

(12) CONFLICT OF INTEREST AND RELATED PARTY TRANSACTIONS

The Manager

Save as disclosed below, as at the LPD, the Manager is not aware of any existing or potential related party transactions involving the Fund, the Manager, promoters, vendors and/or persons connected to them:

Name of Party	Name of Related Party and Nature of Relationship	Existing / Potential Related Party Transaction
The Manager	<ol style="list-style-type: none"> <li data-bbox="374 432 654 499">1. Malaysian Industrial Development Finance Berhad ("MIDF"); <li data-bbox="374 517 654 603">2. MIDF Amanah Investment Bank Berhad ("MIDF Investment Bank"); 	<p data-bbox="667 432 748 451">Delegate:</p> <p data-bbox="667 475 972 624">MIDF is the Manager's appointed delegate for its finance, human resource, administration, secretarial and legal, internal audit, information technology, quality management and corporate communications functions.</p> <p data-bbox="667 647 972 732">MIDF Investment Bank is the Manager's appointed delegate for its compliance and risk management functions.</p> <p data-bbox="667 756 972 863">MIDF Investment Bank (backed by MIDF Amanah Investment Bank Shariah Committee) is the Manager's appointed Shariah Adviser for the Fund.</p> <p data-bbox="667 887 972 1035">Rental of office space: The Manager has entered into a sub-tenancy agreement with MIDF for the lease of the office premise located at Level 3A, Menara MIDF, No. 82, Jalan Raja Chulan, 50200 Kuala Lumpur.</p>

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

The Manager has in place policies and procedures to prevent and deal with any conflict of interest situations that may arise such as the regular disclosure of securities dealing by all employees, directors and members of the committee undertaking the oversight function of the Fund to the compliance department for verification. In addition, there are adequate segregation of duties to ensure proper checks and balances are in place in the areas of fund management, sales administration and marketing. Policies and procedures are also in place to deal with any potential conflict of interest where members of the committee undertaking the oversight function of the Fund are also directors of other asset management companies. Where conflicts of interest arise, members of the committee undertaking the oversight function of the Fund will abstain from making a decision.

Subject to any legal requirement, the Manager, or any related corporation of the Manager, or any officers or directors of any of them, may invest in the Fund. The directors of the Manager will receive no payments from the Fund other than distributions that they may receive as a result of investment in the Fund. No fees other than the ones set out in this Prospectus have been paid to any promoter of the Fund or the Manager for any purpose.

The Manager has also internal policies which regulates its employees' securities dealings.

The Trustee

There may be related party transactions involving or in connection with the Fund in the following events:

- (i) where the Fund invests in instrument(s) offered by the related party of the Trustee (e.g. placement of monies, structured products, etc);
- (ii) where the Fund is being distributed by the related party of the Trustee as IUTA;
- (iii) where the assets of the Fund are being custodised by the related party of the Trustee both as sub-custodian and/or global custodian of that Fund (the Trustee's delegate); and
- (iv) where the Fund obtains financing as permitted under the Guidelines, from the related party of the Trustee.

The Trustee has in place policies and procedures to deal with any conflict of interest situation. The Trustee will not make improper use of its position as the owner of the Fund's assets to gain, directly or indirectly, any advantage or cause detriment to the interests of Unit Holders. Any related party transaction is to be made 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.

Subject to any legal requirement, the Trustee, or any related corporation of the Trustee, or any officers or directors of any of them, may invest in the Fund. The directors of the Trustee will receive no payments from the Fund other than distributions that they may receive as a result of investment in the Fund. No fees other than the ones set out in this Prospectus have been paid to the Trustee (either to become a trustee or for other services in connection with the Fund), for any purpose.

Other Declarations

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

(13) ADDITIONAL INFORMATION

(a) Official Receipt and Statement of Investment

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

(b) Keeping Track of the Daily Prices of Units

You can obtain up-to-date Fund's information from our monthly fund fact sheets via our website.

The Manager will publish the Fund's Selling / Repurchase Prices of Units and the NAV per Unit daily in the Manager's website. You may contact us during business hours from Monday to Friday to obtain the latest NAV per Unit.

(c) Financial Year End and Financial Reports

Financial Year End	30 November
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You will be informed of the Fund's performance through the audited annual reports and half-yearly unaudited reports. The reports will be sent to you within two (2) months after the close of the financial year-end or semi-annual period.

THE FUND'S ANNUAL REPORT IS AVAILABLE UPON REQUEST.

(d) Changing account details

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

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

(e) Unclaimed Monies

Any monies (other than unclaimed distribution) payable to Unit Holders which remain unclaimed after such period as is prescribed by the Unclaimed Moneys Act, 1965 shall be paid by the relevant Trustee to the Consolidated Trust Account in accordance with the provisions of the said Act. Unit Holders may claim the unclaimed monies in the Consolidated Trust Account from the Registrar of Unclaimed Moneys in accordance with the said Act.

(f) The Deed

Deed of the Fund	Deed dated 6 July 2023
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The Deed can be inspected at the Manager's office during business hours.

(g) Customer Information Service

You can seek assistance on any issue relating to the Fund, from our client servicing personnel at our office at 03 – 2173 8488. Alternatively, you may e-mail your enquiries to midfamanah@midf.com.my

(h) Consents

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

(j) Tax

A Unit Holder and/or the Fund, (as the case may be) (hereinafter referred to as the "Paying Party") shall upon demand pay any tax and/or duty which might be imposed by law to the party duly entitled to collect such tax and/or duty in addition to any other payments payable by the Paying Party pursuant to the Deed and this Prospectus.

(k) Payment of Zakat

The Fund does not pay zakat on capital gains and income distributed by the Fund on behalf of Muslim individuals and Muslim legal entities, who are investors of the Fund since doing so, in our view, would not satisfy completely their zakat obligations. Such investors are thus required to pay their zakat on their own.

(14) DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents are available for inspection at our registered office or such other place as the SC may determine:

- (a) the Deed;
- (b) this Prospectus and supplementary or replacement prospectus, if any;
- (c) the latest annual and semi-annual reports for the Fund;
- (d) each material contract disclosed in this Prospectus and, in the case of a contract not reduced into writing, a memorandum which gives full particulars of the contract;
- (e) where applicable, the audited financial statements of the Manager and the Fund for the current financial year and the last three (3) financial years or if less than three (3) years, from the date of incorporation or commencement;
- (f) any report, letter or other document, valuation and statement by an expert, any part of which is extracted or referred to in this Prospectus;
- (g) writ and relevant cause papers for all material litigation and arbitration disclosed in this Prospectus; and
- (h) consent given by an expert disclosed in this Prospectus.

(15) TAXATION ADVISER'S LETTER



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

Ernst & Young Tax Consultants Sdn Bhd
Level 23A Menara Milenium
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50490 Kuala Lumpur

10 July 2023

The Board of Directors
MIDF Amanah Asset Management Berhad
Level 3A, Menara MIDF
No. 82, Jalan Raja Chulan
50200 Kuala Lumpur

Dear Sirs

Taxation of the unit trust fund and unit holders

This letter has been prepared for inclusion in this Prospectus in connection with the offer of units in the unit trust known as MIDF Amanah LR Sukuk Fund (hereinafter referred to as "the Fund").

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

Taxation of the Fund

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

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

Under Section 2(7) of the 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 *Syariah*.

The effect of this is that any gains or profits received (hereinafter referred to as "profits") and expenses incurred, in lieu of interest, in transactions conducted in accordance with the principles of *Syariah*, will be accorded the same tax treatment as if they were interest.

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

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

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

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

$$A \times \frac{B}{4C}$$

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

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

¹ Pursuant to Section 15 of the Finance Act 2011, with effect from the year of assessment 2011, dividend income is deemed to include income distributed by a unit trust which includes distributions from Real Estate Investment Trusts.

Exempt income

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

- **Malaysian sourced dividends**

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

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

² Effective from 1 January 2019, the income tax exemption for a unit trust fund, pursuant to Paragraph 35A, Schedule 6 of the Income Tax Act, 1967 shall not apply to a wholesale fund which is a money market fund.

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

Foreign-sourced income

Pursuant to the Finance Act 2021, income derived by a resident person from sources outside Malaysia and received in Malaysia from 1 January 2022 will no longer be exempt from tax.

The Guidelines issued by the Malaysian Inland Revenue Board on 29 September 2022 (amended on 29 December 2022) define the term "received in Malaysia" to mean transferred or brought into Malaysia, either by way of cash⁴ or electronic funds transfer⁵.

Foreign-sourced income (FSI) received in Malaysia during the transitional period from 1 January 2022 to 30 June 2022 will be taxed at 3% of gross. From 1 July 2022 onwards, FSI received in Malaysia will be taxed at the prevailing tax rate(s) of the taxpayer and based on applicable tax rules. Bilateral or unilateral tax credits may be allowed if the same income has suffered foreign tax, and where relevant conditions are met.

Income Tax (Exemption) (No. 6) Order 2022 has been issued to exempt a "qualifying person"⁶ from the payment of income tax in respect of dividend income which is received in Malaysia from outside Malaysia, effective from 1 January 2022 to 31 December 2026. The exemption will however not apply to a person carrying on the business of banking, insurance or sea or air transport. As the definition of "qualifying person" does not include unit trust funds, it would mean that resident unit trust funds would technically not qualify for the exemption, unless there are further updates thereto.

Gains from the realisation of investments

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

⁴ "Cash" in this context is defined as banknotes, coins and cheques.

⁵ "Electronic funds transfer" means bank transfers (e.g., credit or debit transfers), payment cards (debit card, credit card and charge card), electronic money, privately-issued digital assets (e.g., crypto-assets, stablecoins) and central bank digital currency.

⁶ "Qualifying person" in this context means a person resident in Malaysia who is:
(a) An individual who has dividend income received in Malaysia from outside Malaysia in relation to a partnership business in Malaysia;
(b) A limited liability partnership which is registered under the Limited Liability Partnerships Act 2012; or
(c) A company which is incorporated or registered under the Companies Act 2016.

Implementation of Sales and Service Tax (“SST”)

Sales and Service Tax (“SST”) was re-introduced effective 1 September 2018. Sales Tax of 10% (most common rate) or 5% is charged by Malaysian manufacturers of taxable goods or upon importation into Malaysia of such taxable goods, unless specifically exempted under the Sales Tax (Goods Exempted From Tax) Order 2018. Service Tax at the rate of 6% is charged on certain prescribed taxable services performed by taxable persons as stipulated under Service Tax Regulations 2018. The input tax recovery mechanism under the previous GST regime does not apply to SST. Therefore, any SST incurred is not recoverable and will form a cost element for businesses.

Based on the Service Tax Regulations 2018, a unit trust fund is neither regarded as a taxable person nor as providing taxable services and is therefore not liable for SST registration. Where the Fund incurs expenses such as management fees, the management services provided by asset and fund managers who are licensed or registered with Securities Commission Malaysia for carrying out the regulated activity of fund management under the Capital Markets and Services Act 2007, are specifically excluded from the scope of Service Tax. As for other fees, such as trustee fees and other administrative charges, these may be subject to 6% service tax provided they fall within the scope of service tax (i.e. are provided by a “taxable person”, who exceeds the required annual threshold (in most cases RM 500,000 per annum) and the services qualify as “taxable services”).

Taxation of unit holders

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

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

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

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

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

1. Taxable distributions

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

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

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

2. Non-taxable and exempt distributions

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

A retail money market fund is exempted from tax on its interest income derived from Malaysia, pursuant to Paragraph 35A of Schedule 6 of the ITA. Pursuant to the Finance Act 2021, with effect from 1 January 2022, distributions by a retail money market fund from such tax exempt interest income, to a unit holder other than an individual, will no longer be exempt from tax. The distribution to unit holders other than individuals will be subject to withholding tax at 24%. This would be a final tax for non-residents. Malaysian residents are required to include the distributions in their tax returns and claim a credit in respect of the withholding tax suffered. Individuals will continue to be exempt from tax on such distributions.

Rates of tax

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

Unit holders	Malaysian income tax rates
<p>Malaysian tax resident:</p> <ul style="list-style-type: none"> • Individual and non-corporate unit holders (such as associations and societies) • Co-operatives⁷ • Trust bodies • Corporate unit holders <ul style="list-style-type: none"> (i) A company with paid up capital in respect of ordinary shares of not more than RM2.5 million (at the beginning of the basis period for the year of assessment) and gross income from a source or sources consisting of a business not exceeding RM50 million for the basis period for the year of assessment^{8, 9} 	<ul style="list-style-type: none"> • Progressive tax rates ranging from 0% to 30% • Progressive tax rates ranging from 0% to 24% • 24% • First RM150,000 of chargeable income @ 15%¹⁰ • Next RM450,000 of chargeable income @ 17% • Chargeable income in excess of RM600,000 @ 24%

⁷ Pursuant to Paragraph 12(1), Schedule 6 of the MITA, the income of any co-operative society-

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

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

⁸ A company would not be eligible for the concessionary tax rate on the first RM600,000 of chargeable income if: (a) more than 50% of the paid-up capital in respect of the ordinary shares of the company is directly or indirectly owned by a related company which has paid-up capital in respect of ordinary shares of more than RM2.5 million at the beginning of a basis period for a year of assessment;

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

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

(d) Pursuant to the Finance Act 2023, effective from the year of assessment 2024, in order for a company to qualify for the concessionary tax rates not more than 20% of the paid-up capital in respect of the ordinary shares of the company at the beginning of a basis period for a year of assessment can be directly or indirectly owned by one or more companies incorporated outside Malaysia or by individuals who are not citizens of Malaysia.

⁹ The above excludes a business trust and a company which is established for the issuance of asset-backed securities in a securitization transaction approved by the Securities Commission.

¹⁰ Pursuant to the Finance Act 2023, effective from the year of assessment 2023, the concessionary tax rate is reduced from 17% to 15% for the first RM150,000 of chargeable income.

Unit holders	Malaysian income tax rates
(ii) Companies other than (i) above	<ul style="list-style-type: none"> • 24%
Non-Malaysian tax resident (Note 1):	
<ul style="list-style-type: none"> • Individual and non-corporate unit holders • Corporate unit holders and trust bodies 	<ul style="list-style-type: none"> • 30% • 24%

Note 1:

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

Gains from sale of units

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

Unit splits and reinvestment of distributions

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

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



The Board of Directors
MIDF Amanah Asset Management Berhad
10 July 2023

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

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

Yours faithfully
Ernst & Young Tax Consultants Sdn Bhd

Koh Leh Kien
Partner

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

(16) LIST OF DISTRIBUTION CHANNELS

MIDF Amanah Asset Management Berhad (Registration No.: 197201000162 (11804-D))

REGISTERED OFFICE Level 21, Menara MIDF, 82, Jalan Raja Chulan, 50200 Kuala Lumpur
Tel.: 03 – 2173 8888

BUSINESS OFFICE Level 3A, Menara MIDF, 82, Jalan Raja Chulan, 50200 Kuala Lumpur
Tel.: 03 – 2173 8488 (Customer Service Line)
Fax: 03 – 2173 8555
Email: midfamanah@midf.com.my
Website: <https://www.midf.com.my/fund-management>

IUTAs & REGISTERED DISTRIBUTORS

Please contact us for the list of IUTAs & registered distributors.



MIDF AMANAH ASSET MANAGEMENT BERHAD,
 Level 3A, Menara MIDF, 82, Jalan Raja Chulan,
 50200 Kuala Lumpur.
 General Line: 03-2173 8888 Fax No.:03-2173 8555
 Customer Service Line: 03-2173 8488
 Customer Service E-mail: midfamanah@midf.com.my
 Website: https://www.midf.com.my/fund-management

Account Type	Investment Type
<input type="checkbox"/> Individual	<input type="checkbox"/> New
<input type="checkbox"/> Joint	<i>Please complete all sections where applicable.</i>
<input type="checkbox"/> Corporate	<input type="checkbox"/> Additional
<input type="checkbox"/> EPF	<i>Please complete Section 1.1 & 1.3/ 3.1 & 3.2 and 8 to 10 only.</i>

ACCOUNT OPENING & INVESTMENT FORM

This form is to be completed by Unitholders who wish to invest in any of the funds which MIDF AMANAH acts as the Manager. You are advised to read it carefully as you shall be bound to the General Terms and Conditions enclosed with this form upon our acceptance of your application. Kindly complete this form in **BLOCK LETTERS** only. Incomplete application form and/or required documents submitted may cause the delay or rejection to your application.

* Particulars **MUST** be completed.

ACCOUNT DETAILS

1. PARTICULARS OF PRINCIPAL UNITHOLDER (must be 18 years of age and above from the date of this application)

*1.1 Name (as in NRIC/ Passport): <input style="width: 90%; height: 20px;" type="text"/>			
*1.2 Name Title: (if any) <input style="width: 60px;" type="text"/>	*1.3 New NRIC No.: <input style="width: 40px;" type="text"/> - <input style="width: 40px;" type="text"/> - <input style="width: 40px;" type="text"/>	Old NRIC/ Passport: <input style="width: 80%; height: 20px;" type="text"/>	
*1.4 Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female	*1.5 Date of Birth: <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/> / <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/> / <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/>	*1.6 Marital Status: <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Widowed <input type="checkbox"/> Divorced	
*1.7 Nationality: <input type="checkbox"/> Malaysian, Bumiputra <input type="checkbox"/> Malaysian, Non-Bumiputra <input type="checkbox"/> Non-Malaysian	*1.8 Race: <input type="checkbox"/> Malay <input type="checkbox"/> Chinese <input type="checkbox"/> Indian <input type="checkbox"/> Others _____		
*1.9 Occupation: <input style="width: 80%; height: 20px;" type="text"/>	*1.10 EPF Membership No: <input style="width: 80%; height: 20px;" type="text"/> <small>(for EPF investment only)</small>		
*1.11 Mother's Maiden Name: <input style="width: 90%; height: 20px;" type="text"/>			
*1.12 Gross Annual Income: <input type="checkbox"/> Below RM100,000 <input type="checkbox"/> RM100,000 – RM300,000 <input type="checkbox"/> RM300,001 – RM500,000 <input type="checkbox"/> Above RM500,000			

2. PARTICULARS OF JOINT UNITHOLDER (IF APPLICABLE)

*2.1 Name (as in NRIC/ Passport): <input style="width: 90%; height: 20px;" type="text"/>			
*2.2 Name Title: (if any) <input style="width: 60px;" type="text"/>	*2.3 New NRIC No.: <input style="width: 40px;" type="text"/> - <input style="width: 40px;" type="text"/> - <input style="width: 40px;" type="text"/>	Old NRIC/ Passport: <input style="width: 80%; height: 20px;" type="text"/>	
*2.4 Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female	*2.5 Date of Birth: <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/> / <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/> / <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/>	*2.6 Relationship with principal unitholder: <input type="checkbox"/> Spouse <input type="checkbox"/> Parent <input type="checkbox"/> Child <input type="checkbox"/> Others _____ <small>(for Joint Application only)</small>	

3. PARTICULARS OF CORPORATE UNITHOLDER

*3.1 Company Registered Name: <input style="width: 90%; height: 20px;" type="text"/>			
*3.2 Company Registration No: <input style="width: 80%; height: 20px;" type="text"/>	*3.3 Date of Registration / Incorporation: <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/> / <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/> / <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/>		
*3.4 Country of Registration / Incorporation: <input style="width: 80%; height: 20px;" type="text"/>	*3.5 Status: <input type="checkbox"/> Bumiputra <input type="checkbox"/> Non-Bumiputra <input type="checkbox"/> Others _____		
*3.6 Business Type: <input type="checkbox"/> Sendirian Berhad <input type="checkbox"/> Berhad <input type="checkbox"/> Partnership <input type="checkbox"/> Cooperative <input type="checkbox"/> Trustee Company <input type="checkbox"/> Foreign Company	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Government / Statutory Bodies <input type="checkbox"/> Association/ Club/Society		
*3.7 Principle Business Activities/Operations: <input style="width: 80%; height: 20px;" type="text"/>	*3.8 Contact Person: <input style="width: 80%; height: 20px;" type="text"/>		
*3.9 Designation: <input style="width: 80%; height: 20px;" type="text"/>			

4. CONTACT DETAILS

*4.1 Permanent Address (as per NRIC / Business Registration's Address):		*4.2 Correspondence / Mailing Address (if differs from permanent address):	
<input style="width: 90%; height: 40px;" type="text"/>		<input style="width: 90%; height: 40px;" type="text"/>	
<input style="width: 40px;" type="text"/> <input style="width: 40px;" type="text"/>	<input style="width: 40px;" type="text"/> <input style="width: 40px;" type="text"/>	<input style="width: 40px;" type="text"/> <input style="width: 40px;" type="text"/>	<input style="width: 40px;" type="text"/> <input style="width: 40px;" type="text"/>
Postcode	Town/City	Postcode	Town/City
State <input style="width: 80%; height: 20px;" type="text"/>		State <input style="width: 80%; height: 20px;" type="text"/>	
*Country <input style="width: 80%; height: 20px;" type="text"/>		*Country <input style="width: 80%; height: 20px;" type="text"/>	

*4.3 Office: -

*4.4 Home: -

*4.5 Mobile: -

4.6 Fax: -

4.7 E-Mail:

5. DISTRIBUTION INSTRUCTION

Distribution will be reinvested automatically unless otherwise indicated Payout by Cheque Reinvestment

(Note: For EPF Accounts, distribution will be automatically reinvested, if any)

6. AUTHORITY TO OPERATE ACCOUNT (applicable for joint application only)

First Holder to sign Both to sign Either one to sign Others

7. EXCHANGE CONTROL DECLARATION (APPLICABLE FOR NON-MALAYSIAN REGISTERED COMPANY ONLY)

7.1 I / We declare that I am / we are non-resident(s) of Malaysia. I am / We are permanent resident(s) of (Country)

7.2 We declare that our organisation is incorporated in (Country)

8. INVESTMENT DETAILS

Fund Name	Amount (RM)	ENTRY FEES**	Investment Type	Account Holder No.
<input type="text"/>	<input type="text"/>	<input type="text"/> %	<input type="checkbox"/> Initial <input type="checkbox"/> Additional <input type="checkbox"/> SIP#	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/> %	<input type="checkbox"/> Initial <input type="checkbox"/> Additional <input type="checkbox"/> SIP#	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/> %	<input type="checkbox"/> Initial <input type="checkbox"/> Additional <input type="checkbox"/> SIP#	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/> %	<input type="checkbox"/> Initial <input type="checkbox"/> Additional <input type="checkbox"/> SIP#	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/> %	<input type="checkbox"/> Initial <input type="checkbox"/> Additional <input type="checkbox"/> SIP#	<input type="text"/>
Total Investment	<input type="text"/>	<input type="text"/>		

**For details on Entry Fees, please refer to MIDF Amanah's Master Prospectus. #SIP denotes Systematic Investment Plan.

9. PAYMENT DETAILS

Payment Mode	Cheque No. / T.T No.	Issuing Bank	Amount (RM)
<input type="checkbox"/> Personal Cheque			
<input type="checkbox"/> Banker Draft / Money Order / TC			
<input type="checkbox"/> Telegraphic Transfer (T.T)			
<input type="checkbox"/> EPF Account			

Please make cheque / bank draft / money order payable to "MIDF Amanah Asset Management Berhad." Please include bank charges for outstation cheques. The Manager shall take as final amount received from EPF if there is any discrepancy between the figures and the amount stated in the Account Opening & Investment Form.

10. INVESTMENT OBJECTIVE*

Income Capital Growth Others (Please specify) _____

11. INVESTMENT EXPERIENCE*

Security _____ year(s) Fixed Income _____ year(s) Derivatives _____ year(s) Others (Please specify) _____ year(s)

12. GENERAL DECLARATION / SIGNATURE(S)*

- A. I / We acknowledge that I / We have received and understood the Master Prospectus, Supplementary Prospectus (if any), Notes and Terms and Conditions in this form. I / We declare that all details given in this form are true and correct and undertake to be bound by the provisions of the Deed / Supplementary Deed (if any), relating to the Fund(s) and that any additional information reasonably from time to time by MIDF Amanah will be provided in accordance with company policy or statute.
- B. I am / We are aged 18 years and above as at the date of this application. Copy / Copies of my / our NRIC / Passport and copy of Birth Certificate for Joint Unitholder below 12 years of age is / are enclosed.
- C. I / We acknowledge that the Manager and / or the Trustee do not guarantee any particular returns.
- D. I / We hereby give consent to the Manager to disclose to its Advisors to review my / our account information for the purpose of providing ongoing services.
- E. I / We acknowledge that I am / We are aware of the fees and charges that I / We incur directly or indirectly when investing in the fund.
- F. I / We acknowledge that I am / We are aware of the Unit Trust Loan Financing Risk Disclosure Statement as indicated herein under the "Terms and Conditions".
- G. I / We hereby declare that I / We are aware of the Anti-Money Laundering Act 2001.
- H. I / We declare that I am / We are neither insolvent nor an undischarged bankrupt / placed under receivership and do not have any case pending against me / us for any debt due.

Yes No

Signature of Principal Unitholder/
Authorised Signatory

Signature of Joint Unitholder/
Authorised Signatory

Date

For Advisor / Sales Staff Use Only

I hereby confirm this document together with other required documents are duly received and sighted by me.

Date: _____

Name: _____ Advisor / Sales Staff Code:

Signature: _____ Contact No.: _____

For MIDF Amanah Use Only

Application Date:	Sales Ref No.:	Entered By / Date:
Amount Received (RM):	Batch No.:	Checked By / Date:
Price (RM):	A/C Holder No.:	Approved By / Date:
Remarks:		

TERMS AND CONDITIONS

Please read these notes before completing the Account Opening & Investment Form as you are bound by the terms stated below. You are advised to read and understand the contents of the Master Prospectus, Prospectus, Supplementary Prospectus (if any), Deed and Supplementary Deed (if any), (which shall be made available upon request) before investing in the Fund. Please check that the advisor servicing you has a valid authorisation and registration card. Pursuant to S.23(2) of the CMSA, this application form should not be circulated unless accompanied by the Prospectus. For investment in wholesale funds, you are advised to read and understand the contents of the Information Memorandum, Deed and Supplementing Deed (if any) of the respective funds.

ELIGIBILITY

All applicants must be 18 years of age and above as at the date of application.

JOINT APPLICATION

For application in joint names, correspondence and payments relating to the units will be sent to the Principal Unitholder. If both Unitholders are above 18 years old, both Unitholders must sign or affix their thumb prints on the form for the first time purchase. MIDF Amanah will only act on the operating instruction given by both or either Unitholder. In the case of the Joint Unitholder who is below 18 years old (minor), the Form must be signed by the Principal Unitholder (parent/guardian) and accompanied by such evidence of the minor's age. MIDF Amanah will only act on the operating instruction given by the parent/guardian.

In the case of death of any Unitholder in a joint account, the survivor will be the only person recognised by the Manager and the Trustee as having the title to or interest in such units. If the Joint Unitholder is a minor, the Manager and Trustee shall recognise the estate of the deceased as having the title to or interest in the investment units.

AUTHORITY TO OPERATE ACCOUNT

The operating instruction empowers the authorised signatory(ies) to operate the account which includes effecting redemption, switching, transfer, changing of distribution instruction, change of address and any other request. For joint application, please refer to paragraph above.

CORRESPONDENCE STATEMENT AND PAYMENT

Confirmation advices, statements, cheques and other documents shall be sent at the risk of Unitholder to the Unitholder's correspondence address as in our register. If the Unitholder fails to notify MIDF Amanah in writing of any errors in the confirmation advice within 14 business days, or in the statement within 14 business days of issue, the Unitholder shall be deemed to have waived any right to raise an objection or to pursue any remedies against MIDF Amanah or the Trustee.

DISTRIBUTION INSTRUCTION

For distribution pay out, the payment will be made payable to the Principal Unitholder only. Unless specified in the Account Opening & Investment Form, distribution will be automatically reinvested on behalf of the Principal Unitholder at the NAV price. For EPF accounts, distribution will be automatically reinvested.

In the event that any distribution cheque has not been presented for payment after a period of 6 months, the Manager reserves the right to reinvest the distribution as additional units on behalf of the unitholder. Any change in distribution instruction must be submitted via a duly completed "Change / Amendment of Unitholder's Particulars" form or a written notice, 14 business days prior to the financial year end of the Fund. Otherwise, the change will be effective from the next distribution.

NOTICE OF COOLING-OFF PERIOD

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

- (i) a corporation or institution;
- (ii) a staff of the Manager; and
- (iii) persons registered to deal in unit trusts of the Manager.

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. Unitholders applying for Units through the EPF scheme are subject to the terms and conditions imposed by the EPF.

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

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

Cooling-off proceeds will only be paid to the Unitholder or to the EPF if investment was made under the EPF scheme, after the Manager receives cleared funds for the original investment.

SWITCHING

Switching amount will be calculated based on the closing NAV price of the business day, on which the switching forms are received and accepted by the Manager. Please refer to Master Prospectus, Prospectus, and Supplementary Prospectus (if any) for fees and charges. Switching is not applicable for wholesale funds.

REDEMPTION

The Manager shall repurchase units from a Unitholder at the closing NAV price of the business day, on which the valid redemption request is received by the Manager. Refer to Master Prospectus, Prospectus and Supplementary Prospectus (if any) for partial redemption and redemption charges (if any). For security reasons, redemption payment to third party or request for open cheque is **STRICTLY** not allowed. For redemption of wholesale funds, please refer to the Information Memorandum of the respective funds.

TRANSFER

Transfer is the change of ownership within the Fund. If transfer is made to a new account, the transfer amount must meet the minimum requirement of the initial investment. Transfer is not applicable for wholesale funds.

REQUIRED DOCUMENTATION

For New Initial investment, the following documents must be forwarded together with an Account Opening & Investment Form and a Pre-Investment Form (as required by FIMM) duly completed by the Unitholder.

- Individual Account - NRIC (photocopy both sides)
 - Joint Account - NRIC (photocopy both sides) (above 18 years of age)
NRIC (photocopy both sides) / Birth certificate (below 18 years of age)
 - EPF Account - NRIC (photocopy both sides) complete with thumbprint, KWSP 9F Form
- } Passport (photocopy first three pages) for foreigner

For Corporate Unitholder, certified true copy of documents for

- Society pursuant to Societies Act 1966 (i.e. Clubs, Societies & Charities) - Certificate by ROS (i.e. Form 3), List of Principal Office Bearers/Committee Members, Council/Committee Resolution to authorise the investment, Resolution of the Authorised Signatories and their specimen signatures, identification document (i.e. NRIC) of the signatories.
- Company pursuant to Companies Act 1965 (i.e. Public Ltd Co., Private Ltd Co.) - Certificate of Incorporation by the Registrar of Societies (ROC) (i.e. Form 8-Public Ltd Co., Form 9-Private Ltd Co., Form 83-Foreign Co.), Memorandum and Articles of Association, Form 24, Form 49, Board Resolution to authorise the investment, Resolution of the Authorised Signatories and their specimen signatures, Identification document (i.e. NRIC) of at least two Authorised Signatories and at least two Directors (incl. the Managing Director).
- Business pursuant to Business Registration Act 1956 / Commercial License Ordinance 1948 for Sabah & Sarawak (i.e. Sole Proprietorship, Partnership) - Registration Certificate by the Registrar of Businesses (ROB) (i.e. Form D) / Registrar of Commercial License Ordinance for Sabah & Sarawak (Form B) / Trading License. *List of the Partners / Owners (i.e. holding 25% or more) & the Principals (if applicable). *Resolution to authorise the investment, *Resolution of the Authorised Signatories and their specimen signatures, Identification document (i.e. NRIC) of at least two Authorised Signatories and at least two Partners (incl. the Managing / General Partner), or Identification document (i.e. NRIC) for Sole Proprietor (if Sole Proprietorship). *N/A for Sole Proprietorship.
- Federal / State Government Departments or Agencies - Relevant Statute / Act / By-law, Official letter from Head of government / agency / local authority to authorise the investment, List of Directors/Principals, Resolution of the Authorised Signatories and their specimen signatures. Original Mandate / Policy Document / Charter / Resolution where available.
- Trustees - Identification documents of the Trustee(s) (i.e. depending whether it is a Company or Individual as stipulated per above required documentation), Resolution to authorise the investment, Resolution of the Authorised Signatories and their specimen signatures, Written undertaking from the Trustee stating that they have performed the Customer Due Diligence (CDD) on their clients/beneficiaries.

Notwithstanding the above, the Unitholder may be required to provide/complete any additional information/documents, which deemed necessary in accordance with the relevant regulatory requirements and guidelines from time to time.

PAYMENT FOR INVESTMENT

Investment application should be accompanied by Cheque / Bank Draft / Money Order to be made payable to MIDF Amanah Asset Management Berhad. Payment can also be directly credited into MIDF Amanah's bank account and then, the validated bank-in slip together with the duly completed Account Opening & Investment Form and other required documents should be forwarded to MIDF Amanah. Please contact our Customer Service for more details. Unitholders are advised not to make payment in Cash when purchasing Units of a Fund via any institutional / retail advisor.

MONEY LAUNDERING STATEMENTS

The Unitholder hereby warrants that:

- (a) the Unitholder is the underlying principal of the Account (where applicable);
- (b) no person other than the Unitholder has or will have any interest in the Account (where applicable); and
- (c) all monies as may be paid to MIDF Amanah from time to time shall come from a legitimate (and not illegal) source.
- (d) the Unitholder agrees to provide all such information and documents as may be necessary to verify the Unitholder's identity and do all such acts and things as may be necessary to enable MIDF Amanah to comply with all applicable anti-money laundering and counter financing of terrorism (AML/CFT), and know-your customer laws, rules and regulations (whether in Malaysia or elsewhere). The Unitholder agrees that MIDF Amanah shall not be liable or responsible in anyway whatsoever and shall be held harmless against any loss arising as a result or in connection with any delay or failure to process any application or transaction if such information or document requested by MIDF Amanah have not been promptly provided by the Unitholder to MIDF Amanah.
- (e) MIDF Amanah reserves the right to terminate the relationship if any documents requested pursuant to the AML/CFT requirements are not received within 14 business days. In the event of termination, units will be redeemed at the closing NAV price at the 15 business days.

PERSONAL DATA PROTECTION

The Unitholder hereby expressly consent and authorise MIDF Amanah to disclose, at MIDF Amanah shall in its absolute discretion deem fit, to any regulators, authorities and companies within MIDF Group including but not limited to their respective agents for the purpose of providing integrated services, maintaining records, marketing, distribution and/or other programmes at any time without notice or liability, any information and particulars relating to the investment herein and accounts, facilities or conduct thereof in pursuant to the Personal Data Protection Act 2010. For further details, kindly visit our data privacy policy at our website, www.midf.com.my.

IMPLEMENTATION OF GOODS & SERVICES TAX ACT

All fees and charges payable to the Manager and the Trustee are subject to goods and services tax as may be imposed by the government or other authorities from time to time.

GENERAL

The Unitholder(s) shall indemnify and shall keep MIDF Amanah indemnified against all losses, damages, fees, cost, charges and expenses which MIDF Amanah may sustain or incur and which have arisen directly or indirectly out of or in connection with carrying out this request.

RIGHTS OF THE MANAGER

The Manager reserves the right to accept or reject any application in whole or in part without assigning reasons in respect thereof.

TERMS AND CONDITIONS (Cont'd)

UNIT TRUST LOAN FINANCING

Investing in a Unit Trust Fund with Borrowed Money is More Risky than Investing with Your Own Savings

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

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

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

Acknowledgement of Receipt of Risk Disclosure Statement

I acknowledge that I have received a copy of this Unit Trust Loan Financing Risk Disclosure Statement and understand its contents.

Signature: _____

Full name: _____

Date: _____

FOR OFFICE USE ONLY (Check that all documents are submitted / Searches done before opening the account)

Documents for new accounts (Individual)	Submitted (✓)	Remarks
1. Account Opening & Investment Form		
2. Photocopy of NRIC (both sides) / Passport (first three pages)		
3. Proof of payment (Cheque / Bank Draft / Money Order / Validated Bank-In Slip / Cash)		
4. Pre-Investment Form (as required by FIMM)		
Other documents		
1. Suitability Assessment Form		
2. Risk Profiling and Enhanced Due Diligence Checklists		
3. Disclosure of Foreign Status Form - Individual		

Documents for new accounts (Company)	Submitted (✓)	Remarks
1. Account Opening & Investment Form		
2. Photocopy of NRIC (both sides) / Passport (first three pages) - of Directors, and Authorised Signatories		
3. Latest Form 24 (Significant Shareholders)		
4. Latest Form 49 (List of Directors)		
5. Certificate of Incorporation / Registration (Form 8-Public Company, Form 9-Private Company, Form 83-Foreign Co.)		
6. Memorandum & Articles of Association		
7. Board Resolution to authorise the investment		
8. Resolution of the Authorised Signatories and specimen signatures		
9. Proof of payment (Cheque / Bank Draft / Money Order / Validated Bank-In Slip)		
Other documents		
1. Suitability Assessment Form		
2. Risk Profiling and Enhanced Due Diligence Checklists		
3. Disclosure of Foreign Status Form - Corporate		

Documents for new accounts (Sole Proprietorship / Partnership)	Submitted (✓)	Remarks
1. Account Opening & Investment Form		
2. Photocopy of NRIC (both sides) / Passport (first three pages) - of Owner or Partners and Authorised Signatories / Sole Proprietor		
3. Certificate of Registration / Trading License		
4. List of the Partners / Owners (i.e holding more than 25% or more) & the principals (if applicable)*		
5. Mandate / Resolution to authorise the investment*		
6. Resolution of the Authorised Signatories and specimen signatures*		
7. Proof of payment (Cheque / Bank Draft / Money Order / Validated Bank-In Slip)		
Other documents		
1. Suitability Assessment Form		
2. Risk Profiling and Enhanced Due Diligence Checklists		
3. Disclosure of Foreign Status Form - Corporate		

* N/A for Sole Proprietorship

Documents for new accounts (Association / Club / Society)	Submitted (✓)	Remarks
1. Account Opening & Investment Form		
2. Photocopy of NRIC (both sides) / Passport (first three pages) - of Authorised Signatories		
3. Certificate of Registration		
4. List of Principal Office Bearers / Committee Members		
5. Council / Committee Resolution to authorise the investment		
6. Resolution of the Authorised Signatories and specimen signatures		
7. Proof of payment (Cheque / Bank Draft / Money Order / Validated Bank-In Slip)		
Other documents		
1. Suitability Assessment Form		
2. Risk Profiling and Enhanced Due Diligence Checklists		
3. Disclosure of Foreign Status Form - Corporate		

Documents for new accounts (Federal / State Government Depts / Agencies)	Submitted (✓)	Remarks
1. Account Opening & Investment Form		
2. Relevant Statute / Act / By-Law		
3. Official letter from Head of Government / Agency / Legal Authority to authorise the investment		
4. List of Directors / Principals		
5. Resolution of the Authorised Signatories and specimen signatures		
6. Original Mandate / Policy Document / Charter / Resolution where available		
7. Proof of payment (Cheque / Bank Draft / Money Order / Validated Bank-In Slip)		
Other documents		
1. Suitability Assessment Form		
2. Risk Profiling and Enhanced Due Diligence Checklists		
3. Disclosure of Foreign Status Form - Corporate		

