

Prospectus

Dated 06 May 2020

OPUS SHARIAH SHORT TERM LOW RISK ASSET FUND

Constituted on 06 May 2020

Manager : Opus Asset Management Sdn Bhd
199601042272 (414625-T)

Trustee : SCBMB Trustee Berhad
201201021301 (1005793-T)

INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THE 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 9.

Responsibility Statement

This Prospectus has been reviewed and approved by the directors of Opus Asset Management Sdn Bhd 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 Opus Shariah Short Term Low Risk Asset Fund and a copy of this Prospectus has been registered with the Securities Commission Malaysia.

The authorisation of the Opus Shariah Short Term Low Risk Asset Fund, and registration of this Prospectus, should not be taken to indicate that Securities Commission Malaysia recommends the Opus Shariah Short Term Low Risk Asset 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 Opus Asset Management Sdn Bhd, the management company responsible for the Opus Shariah Short Term Low Risk Asset 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 Opus Shariah Short Term Low Risk Asset Fund.

Opus Shariah Short Term Low Risk Asset Fund has been certified as Shariah-compliant by the Shariah adviser appointed for the Fund.

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1. GLOSSARY

- “BNM”** : means Bank Negara Malaysia.
- “Base Currency”** : means the base currency of the Fund which is RM.
- “Bursa Malaysia”** : means the stock exchange managed and operated by Bursa Malaysia Securities Berhad including such other name as it may be amended from time to time.
- “Business Day”** : means a day (excluding Saturdays, Sundays and public holidays in Malaysia) on which banks in Kuala Lumpur are open for business and 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.
- “Cooling-off Period”** : means a period of 6 Business Days from the date the application for purchase of Units from a Unit Holder, who is qualified for Cooling-off Right, is received by us.
- “Cooling-off Right”** : means the right of a Unit Holder to obtain a refund of his investment in the Fund, if the request is made within the Cooling-off Period. This right is only given to an individual Unit Holder (other than our staff and a person registered with a body approved by the SC to deal in unit trusts) who is investing in any fund managed by us for the first time.
- “Deed”** : means the deed dated 27 February 2020 and any other supplemental deed that may be entered into between the Trustee and us in respect of the Fund and registered with the SC from time to time.
- “financial institution”** : (a) if the institution is in Malaysia:
(i) licensed bank;
(ii) licensed investment bank; or
(iii) licensed Islamic bank;

(b) if the institution is outside Malaysia, any institution that is licensed or registered or approved or authorised by the relevant banking regulator to provide financial services.
- “forward pricing”** : means the Selling Price and the Repurchase Price which are the NAV per Unit calculated at the next valuation point after an application for purchase or a repurchase request, as the case may be, is received by us.
- “Fund”** : means the Opus Shariah Short Term Low Risk Asset Fund.
- “Guidelines”** : means the *Guidelines on Unit Trust Funds* issued by the SC as may be revised, updated or amended from time to time.
- “Initial Offer Period”** : means the period described as such in this Prospectus; during this period, Units are created, cancelled, sold and repurchased at a fixed price per Unit.
- “Initial Offer Price”** : means the fixed price at which Units are created, cancelled, sold and repurchased during the Initial Offer Period.
- “Islamic deposit(s)”** : has the same meaning as prescribed under the Islamic Financial Services Act 2013.

“Launch Date”	:	means the date of the first Prospectus of the Fund and is the date on which sale of Units of the Fund may first be made; the Launch Date is also the date of constitution of the Fund.
“licensed bank”	:	has the same meaning as prescribed under the Financial Services Act 2013.
“licensed investment bank”	:	has the same meaning as prescribed under the Financial Services Act 2013.
“licensed Islamic bank”	:	has the same meaning as prescribed under the Islamic Financial Services Act 2013.
“Manager” or “us” or “we” or “our” or “OpusAM”	:	refers to Opus Asset Management Sdn Bhd.
“MARC”	:	means Malaysian Rating Corporation Berhad.
“Net Asset Value” or “NAV”	:	means the value of all the assets of the Fund less the value of all the liabilities of that Fund at a valuation point.
“NAV per Unit”	:	means the NAV of the Fund at a particular valuation point divided by the number of Units in circulation at the same valuation point.
“Prospectus”	:	means this document which is registered with the SC in relation to the Fund.
“RAM”	:	means RAM Rating Services Berhad.
“Repurchase Charge”	:	means a fee payable pursuant to a repurchase request.
“Repurchase Price”	:	means the price at which Units will be redeemed by a Unit Holder pursuant to a repurchase request. <i>The Repurchase Price is equivalent to the Initial Offer Price during the Initial Offer Period, and the NAV per Unit after the Initial Offer Period. As such, any Repurchase Charge, if applicable, is excluded from the calculation of the Repurchase Price.</i>
“RM”	:	means Ringgit Malaysia, the official currency of Malaysia.
“SAC of BNM”	:	Shariah Advisory Council of BNM.
“SAC of the SC”	:	Shariah Advisory Council of the Securities Commission Malaysia.
“Sales Charge”	:	means a fee payable pursuant to an application for purchase of Units.
“SC”	:	means the Securities Commission Malaysia established under the Securities Commission Malaysia Act 1993.
“Selling Price”	:	means the price at which Units will be sold to a Unit Holder pursuant to an application for purchase of Units. <i>The Selling Price is equivalent to the Initial Offer Price during the Initial Offer Period, and the NAV per Unit after the Initial Offer Period. As such, any Sales Charge, if applicable, is excluded from the calculation of the Selling Price.</i>

- “Shariah”** : means Islamic Law comprising the whole body of rulings pertaining to human conducts derived from sources of Shariah.
- “Shariah Adviser” or “Tawafuq”** : refers to Tawafuq Consultancy Sdn Bhd, the Shariah adviser appointed for the Fund and includes its permitted assigns, successors in title and any new or replacement Shariah Adviser.
- “Shariah requirements”** : is a phrase or expression which generally means making sure that any human conduct must not involve any elements which are prohibited by the Shariah and that in performing that conduct all the essential elements that make up the conduct must be present and each essential element must meet all the necessary conditions required by the Shariah for that element.
- “short term”** : means a period of 1 to 3 years.
- “Special Resolution”** : means a resolution passed at a meeting of Unit Holders duly convened in accordance with the Deed by a majority of not less than three-fourths of the Unit Holders present and voting at the meeting in person or by proxy; for the avoidance of doubt, “three-fourths of the Unit Holders present and voting in person or by proxy” means three-fourths of the votes cast by the Unit Holders present and voting; for the purposes of terminating the Fund, **“Special Resolution”** means a resolution passed at a meeting of Unit Holders duly convened in accordance with the Deed by a majority in number representing at least three-fourths of the value of the Units held by the Unit Holders present and voting at the meeting in person or by proxy.
- “sukuk”** : refers to certificates of equal value which evidence undivided ownership or investment in the assets using Shariah principles and concepts endorsed by the SAC of the SC.
- “Trustee”** : refers to SCBMB Trustee Berhad, the trustee for the Fund.
- “Unit(s)”** : means a measurement of the right or interest of a Unit Holder in the Fund.
- “Unit Holder” or “you”** : means a registered holder of a Unit or Units of the Fund including any jointholder whose name appears in our register of Unit Holders.

2. CORPORATE DIRECTORY

THE MANAGER

NAME : Opus Asset Management Sdn Bhd
REGISTRATION NO. : 199601042272 (414625-T)
REGISTERED OFFICE : 2nd Floor, No. 2-4, Jalan Manau
50460 Kuala Lumpur
TELEPHONE NO. : 603-2273 1221
FAX NO. : 603-2273 1220
BUSINESS OFFICE : B-19-2, Northpoint Offices, Mid Valley City
No. 1, Medan Syed Putra Utara
59200 Kuala Lumpur
TELEPHONE NO. : 603-2288 8882
FAX NO. : 603-2288 8889
WEBSITE ADDRESS : www.opusasset.com

THE TRUSTEE

NAME : SCBMB Trustee Berhad
REGISTRATION NO. : 201201021301 (1005793-T)
REGISTERED OFFICE : Level 26, Equatorial Plaza
Jalan Sultan Ismail
50250 Kuala Lumpur
BUSINESS OFFICE : Level 23, Equatorial Plaza
Jalan Sultan Ismail
50250 Kuala Lumpur
TELEPHONE NO. : 603-2117 7777

THE SHARIAH ADVISER

NAME : Tawafuq Consultancy Sdn Bhd
REGISTRATION NO. : 201501036171 (1161491-M)
REGISTERED OFFICE : No 6-2F Pinggiran Mutiara Utama
Taman Mutiara Gombak 2
53100 Kuala Lumpur
BUSINESS OFFICE : Unit 19-02, Level 19, Binjai 8 Suites
No. 2, Lorong Binjai
50450 Kuala Lumpur
TELEPHONE NO. : 603-2181 3272
FAX NO. : 603-2181 3272
WEBSITE ADDRESS : www.tawafuqconsultancy.com
EMAIL : office@tawafuqconsultancy.com

3. THE FUND

3.1 FUND INFORMATION

Name of the Fund	Opus Shariah Short Term Low Risk Asset Fund
Base Currency	RM
Fund Category	Sukuk
Fund Type	Income
Initial Offer Price	RM1.00
Initial Offer Period	21 days from the date of this Prospectus (inclusive). The Initial Offer Period may be shortened if we determine that it is in your best interest.
Financial Year End	30 September The first financial year of the Fund shall commence on the Launch Date and end on a date which shall not exceed 18 months from the Launch Date. <i>Note: The Launch Date is the date on which sale of Units of the Fund may first be made.</i>
Deed	27 February 2020

3.2 INVESTMENT OBJECTIVE

The Fund seeks to achieve higher returns compared to the benchmark over the short term* while preserving capital** by investing in sukuk issued or guaranteed by the government of Malaysia and/or BNM.

Note:

* **Short term means a period of 1 to 3 years.**

** *The Fund is neither a capital guaranteed fund nor a capital protected fund.*

Any material change to the investment objective of the Fund will require Unit Holders' approval.

3.3 INVESTMENT POLICY AND STRATEGY

The Fund seeks to achieve its investment objective by investing a minimum of 60% of its NAV in sukuk issued or guaranteed by the government of Malaysia and/or BNM and a maximum of 40% of its NAV in Islamic deposits.

The portfolio average duration shall not be more than 3 years.

In selecting the instruments for the portfolio of the Fund, we will actively manage the portfolio to provide liquidity to meet the short to medium term cash flow requirement.

The Fund may also invest in Islamic collective investment schemes in Malaysia with a similar investment objective.

Temporary Defensive Position

We may take temporary defensive positions that may be inconsistent with the Fund's investment strategy in attempting to respond to certain adverse conditions which include but not limited to adverse market, economic and political conditions, insufficient funds to form an efficient portfolio, periods of high repurchases or any other adverse conditions in order to preserve the NAV of the Fund. By taking a temporary defensive position, we will reduce the Fund's investment exposure in sukuk and hold more cash. The cash will be placed in Islamic deposits with financial institutions to reduce the exposure during market downturn and preserving the Fund's capital and mitigate losses.

We are allowed to implement temporary defensive positions up to a maximum of 3 months from the date the temporary defensive positions is implemented.

3.4 ASSET ALLOCATION

- A minimum of 60% of its NAV in sukuk issued or guaranteed by the government of Malaysia and/or BNM; and
- A maximum of 40% of its NAV in Islamic deposits and/or Islamic collective investment schemes.

3.5 DISTRIBUTION POLICY

The Fund intends to distribute income, if any, at least once a month on a best effort basis. However, we reserve the right not to distribute income at our sole and absolute discretion if it is not in the best interests of the Unit Holders.

Please refer to Section 6.9 of this Prospectus for information regarding the mode of distribution.

3.6 PERFORMANCE BENCHMARK

Maybank 1-month Islamic fixed deposit rate.

Source: Malayan Banking Berhad.

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

3.7 PERMITTED INVESTMENTS

- Sukuk issued or guaranteed by the government of Malaysia and/or BNM;
- Islamic deposits with financial institutions which have a minimum credit rating of at least AA3 or P1 by RAM / MARC or equivalent;
- Units / shares in any Islamic collective investment schemes in Malaysia with a similar investment objective; and
- Any other form of Shariah-compliant investments as may be permitted by the SC or the Shariah Adviser and as may be agreed between the Manager and the Trustee from time to time.

3.8 INVESTMENT RESTRICTIONS AND LIMITS

The Fund will be managed in accordance with the following investment restrictions and limits:

Investment Spread Limits

1. The value of the Fund's placement in Islamic deposits with any single financial institution must not exceed 20% of the Fund's NAV.
2. The value of the Fund's investments in units/shares of any Islamic collective investment scheme must not exceed 20% of the Fund's NAV.

Investment Concentration Limits

3. The Fund's investments in Islamic collective investment schemes must not exceed 25% of the units/shares in any one Islamic collective investment scheme.

The above limits and restrictions shall be complied with at all times based on the most up-to-date value of the Fund's investments. However, a 5% allowance in excess of any limit or restriction is permitted where the limit or restriction is breached through the appreciation or depreciation of the NAV of the Fund, whether as a result of an appreciation or depreciation in value of the Fund's NAV, or as a result of repurchase of Units or payment made out of the Fund. We will not make any further acquisition when the relevant limit or restriction is breached and we will, within a reasonable period of not more than 3 months from the date of the breach, take all necessary steps and actions to rectify the breach.

3.9 SHARIAH INVESTMENT GUIDELINES FOR THE FUND

Tawafuq adopts the following methodologies in determining the Shariah status of investments of the Fund.

3.9.1 Shariah Investment Guidelines

Sukuk

Investment in sukuk will be verified against the data available at "Bond Info Hub" (www.bondinfo.bnm.gov.my); and/or "Fully Automated System For Issuing/Tendering" (<https://fast.bnm.gov.my>).

Investment/placement in Islamic banking products

Investment in Islamic banking products such as Islamic structured products, Islamic derivatives, Islamic treasury products, etc., and placement in Islamic deposit or Islamic current account will be verified against licensed financial institutions offering such facilities and as approved by the SAC of BNM.

Islamic collective investment schemes

Investment in Islamic collective investment schemes will be verified against the list of Islamic funds available on the SC's website.

3.9.2 Cleansing Process for the Fund

Wrong Investment

Refers to Shariah non-compliant investment made by the Manager. The said investment is to be disposed of/withdrawn with immediate effect or within a month of knowing the status of the

investments. Should the disposal resulted in gain (through capital gain and/or dividend/profit), it is to be channelled to baitulmal or any other charitable bodies as advised by the Shariah Adviser. However, should the disposal resulted in a loss to the Fund, the same will be borne by the Manager.

3.9.3 Zakat (tithe) for the Fund

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

The investment portfolio of the Fund will comprise instruments that have been classified as Shariah-compliant by the SAC of the SC and where applicable, the SAC of BNM. For instruments that are not classified as Shariah-compliant by the SAC of the SC and where applicable, the SAC of BNM, the status of the instruments has been determined in accordance with the ruling issued by the Shariah Adviser.

3.10 POLICY ON GEARING FOR THE FUND

The Fund will not obtain cash financing or borrow other assets (including those within the meaning of the Securities Borrowing and Lending Guidelines) in connection with its activities.

4. RISK FACTORS

4.1 GENERAL RISKS OF INVESTING IN THE FUND

Market risk

Market risk refers to the possibility that an investment will lose value because of a general decline in financial markets due to economic, political and/or other factors which will result in a decline in the Fund's NAV.

Fund management risk

This risk refers to the day-to-day management of the Fund by us which will impact the performance of the Fund. For example, investment decisions undertaken by us, 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.

Returns are not guaranteed

There is no guarantee that investing in the Fund will produce the desired investment returns.

Inflation risk

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

Operational risk

This risk refers to the possibility of a breakdown in our internal controls and policies. The breakdown may be a result of human error (for instance the keying of wrong details), system failure (causing unnecessary downtime) or even fraud (where our employees collude with one another). Whilst this risk may not necessarily cause monetary loss to the Fund, Unit Holders cannot discount the risk that losses may be suffered by the Fund if the breakdown is sufficiently serious. We will regularly review our internal policies and system capability to mitigate the occurrence of this risk.

Risk of non-compliance

Although it is our intention to observe all rules governing the Fund at all times, both external factors (adverse market conditions, natural disasters or political instability) and internal factors (oversight by the fund manager, a lapse in the compliance function, or a clerical error) could impact our ability to observe rules governing the Fund. Whilst non-compliance with the rules governing the Fund will not necessarily result in losses to the Fund, Unit Holders cannot discount the risk that losses may be suffered by the Fund if the non-compliance with the rules is sufficiently serious.

Loan financing risk

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

4.2 SPECIFIC RISKS OF INVESTING IN THE FUND

Credit and default risk

Credit risk relates to the creditworthiness of the issuers and their expected ability to make timely payment of profit and/or principal. Any adverse situations faced by the issuer may impact the value as well as liquidity of the sukuk. In the case of rated sukuk, this may lead to a credit downgrade. Default risk relates to the risk that an issuer either in defaulting on payments or

failing to make payments in a timely manner which will in turn adversely affect the value of the sukuk, this could adversely affect the value of the Fund.

Interest rate risk

Interest rate risk refers to the impact of interest rate changes on the valuation of the sukuk. When interest rates rise, the pricing of sukuk may decline and lower the market value of the Fund's investment in sukuk. The reverse may apply when interest rates fall. In order to mitigate interest rate risk, we will manage the sukuk taking into account the interest rate and time to maturity of the sukuk.

Note: Interest rate is a general indicator that will have an impact on the management of the Fund regardless whether it is an Islamic fund or otherwise. It does not in any way suggest that this Fund will invest in conventional financial instruments.

Counterparty risk

Counterparty risk is the risk to each party of a contract that the counterparty will fail to perform its contractual obligations and/or to respect its commitments under the term of such contract, whether due to insolvency, bankruptcy or other cause. In this regards, the Fund may be exposed to risks arising from the solvency of its counterparties and from its inability to respect the conditions of the contracts.

Liquidity risk

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

Shariah non-compliance risk

There is a risk that the Fund may suffer losses when we have to dispose of any investments to rectify any Shariah non-compliance. If this occurs, the value of the Fund may be adversely affected. This risk is, however, mitigated through the appointment of Shariah Adviser, who will be responsible to ensure that the Fund is managed and administered in accordance with the Shariah Investment Guidelines set out in Section 3.9 of this Prospectus.

Concentration Risk

The Fund may not be well diversified in terms of the number of holdings and the number of issuers of securities that the Fund invests in. Consequently, the price movement of the Fund can be more volatile than a fund which is more diversified.

4.3 RISK MANAGEMENT STRATEGIES

There are generally 4 main risks in Islamic fixed income investments of the Fund. OpusAM applies the following risk management strategies for the respective risks involved: -

Risk	OpusAM's strategies to mitigate investment risks
Credit and Default Risk	<ul style="list-style-type: none"> ▪ Mitigate by rigorous credit analysis and disciplined investment process. ▪ Optimal portfolio diversification. ▪ Review and assess on regular basis by analysts and fund managers.
Interest Rate Risk	<ul style="list-style-type: none"> ▪ Diversify through different maturities. ▪ Adjust maturity structure based on the interest rate outlook. ▪ Shortening of maturity when interest rates are expected to rise.
Liquidity Risk	<ul style="list-style-type: none"> ▪ Maturity mixed to meet liquidity requirements. ▪ Measure and monitor daily by fund management and operations department. ▪ Table quarterly to the investment committee.

Shariah Non- compliance Risk	<ul style="list-style-type: none">▪ The Shariah Adviser is appointed to provide Shariah expertise and guidance on all matters relating to the Fund and to ensure the Fund is managed and operated in accordance with Shariah principles.
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IT IS IMPORTANT TO NOTE THAT AN INVESTMENT IN THE FUND CARRIES RISKS AND THE ABOVE LIST OF RISKS MAY NOT BE EXHAUSTIVE. WHILE EVERY CARE WILL BE TAKEN BY THE MANAGER TO MITIGATE THE RISK, INVESTORS ARE ADVISED THAT IT IS NOT ALWAYS POSSIBLE TO PROTECT INVESTMENTS AGAINST ALL RISKS.

INVESTORS ARE RECOMMENDED TO READ THE WHOLE PROSPECTUS TO ASSESS THE RISKS OF THE FUND AND IF NECESSARY, THEY SHOULD CONSULT THEIR ADVISERS, E.G. THEIR BANKERS, SHARIAH ADVISERS, LAWYERS, TAX ADVISERS OR INDEPENDENT INVESTMENT ADVISERS FOR A BETTER UNDERSTANDING OF THE RISKS.

5. FEES, CHARGES AND EXPENSES

The following describes the fees and charges that may be DIRECTLY incurred by Unit Holders of the Fund when purchasing or redeeming Units of the Fund.

5.1 SALES CHARGE

Up to 0.50% of the NAV per Unit.

We reserve the right to waive or reduce the sales charge from time to time at our absolute discretion.

5.2 REPURCHASE CHARGE

We do not intend to charge any Repurchase Charge.

5.3 TRANSFER FEE

RM5.00 for each transfer request.

We reserve the right to waive or reduce the transfer fee from time to time at our absolute discretion.

5.4 SWITCHING FEE

No charges for the first 4 switches in each calendar year. RM25.00 will be imposed for all subsequent switches after the first 4 switches in each calendar year.

We reserve the right to waive or reduce the switching fee from time to time at our absolute discretion.

5.5 OTHER CHARGES

Charges, for instance bank charges (including, but not limited to Financial Process Exchange ("FPX") and direct debit), telegraphic transfer charges and courier charges in connection with the execution of transactions on behalf of the investor shall be borne by the investor.

The following describes the fees and expenses that may be INDIRECTLY incurred by Unit Holders of the Fund when investing in the Fund.

5.6 ANNUAL MANAGEMENT FEE

Up to 0.20% per annum of the NAV of the Fund. The annual management fee is calculated and accrued on a daily basis and payable on a monthly basis.

For details of computation of annual management fee, refer to Section 6.2 of this Prospectus.

5.7 ANNUAL TRUSTEE FEE

0.025% per annum of the NAV of the Fund, subject to a minimum fee of RM12,000 per annum or any other lower amount as may be agreed between the Trustee and the Manager. The annual trustee fee is calculated and accrued on a daily basis and payable on a monthly basis.

For details of computation of annual trustee fee, refer to Section 6.2 of this Prospectus.

5.8 OTHER EXPENSES

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

- (a) commissions or fees paid to brokers or dealers in effecting dealings in the investments of the Fund, shown on the contract notes or confirmation notes;
- (b) taxes and other duties charged on the Fund by the government and/or other authorities;
- (c) costs, fees and expenses properly incurred by the auditor of the Fund;
- (d) costs, fees and expenses incurred for the valuation of any investment of the Fund by independent valuers for the benefit of the Fund;
- (e) costs, fees and expenses incurred for any modification of the Deed save where such modification is for the benefit of the Manager and/or the Trustee;
- (f) costs, fees and expenses incurred for any meeting of the Unit Holders save where such meeting is convened for the benefit of the Manager and/or the Trustee;
- (g) costs, commissions, fees and expenses of the sale, purchase, takaful and any other dealing of any asset of the Fund;
- (h) costs, fees and expenses incurred in engaging any specialist approved by the Trustee for investigating or evaluating any proposed investment of the Fund;
- (i) costs, fees and expenses incurred in engaging any adviser for the benefit of the Fund;
- (j) costs, fees and expenses incurred in the preparation and audit of the taxation, returns and accounts of the Fund;
- (k) costs, fees and expenses incurred in the termination of the Fund or the removal of the Trustee or the Manager and the appointment of a new trustee or management company;
- (l) costs, fees and expenses incurred in relation to any arbitration or other proceedings concerning the Fund or any asset of the Fund, including proceedings against the Trustee or the Manager by the other for the benefit of the Fund (save to the extent that legal costs incurred for the defence of either of them are ordered by the court not to be reimbursed by the Fund);
- (m) remuneration and out of pocket expenses of the independent members of the investment committee of the Fund, unless the Manager decides otherwise;
- (n) costs, fees and expenses deemed by the Manager to have been incurred in connection with any change or the need to comply with any change or introduction of any law, regulation or requirement (whether or not having the force of law) of any governmental or regulatory authority;
- (o) costs and expenses incurred in relation to the distribution of income (if any);
- (p) (where the custodial function is delegated by the Trustee) charges and fees paid to sub-custodians taking into custody any foreign assets of the Fund;
- (q) fees, charges, costs and expenses relating to the preparation, printing, posting, registration and lodgment of documents and reports which the Manager and/or the Trustee may be obliged to prepare, print, post, register and/or lodge in relation to the Fund by virtue of any relevant law; and
- (r) any tax now or hereafter imposed by law or required to be paid in connection with any costs, fees and expenses incurred under sub-paragraphs (a) to (q) above.

5.9 POLICY ON REBATES AND SOFT COMMISSIONS

We, the Trustee or the Trustee's delegate will not retain any rebate from, or otherwise share in any commission with, any broker or dealer in consideration for directing dealings in the Fund's assets. Any rebate or shared commission will be directed to the account of the Fund.

However, soft commissions may be retained by us if:

- (i) the goods and services are of demonstrable benefit to Unit Holders and in the form of research and advisory services that assist in the decision making process relating to the Fund's investments;
- (ii) any dealing by the broker or dealer is executed on terms which are the most favourable for the Fund; and
- (iii) our practice in relation to soft commissions is adequately disclosed in this Prospectus and the Fund's reports, including a description of the goods and services received by us.

5.10 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 which may be imposed by law to the party duly entitled to collect such tax in addition to any other payments payable by the Paying Party pursuant to this Prospectus and the Deed.

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

6. TRANSACTION INFORMATION

6.1 PRICING OF UNITS

6.1.1 Valuation of the Assets of the Fund

Listed sukuk	Market price at the close of the exchange. However, if: (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 14 days, or such shorter period as agreed by the Trustee, then the sukuk should be valued at fair value, as determined in good faith by us based on the methods or bases approved by the Trustee after appropriate technical consultation.
Unlisted sukuk denominated in Ringgit Malaysia	Price quoted by a bond pricing agency (“BPA”) registered by the SC. Where we are of the view that the price quoted by BPA for a specific unlisted sukuk differs from the “market price” by more than 20 basis points, we may use the “market price”, provided that we: (a) record our basis for using a non-BPA price; (b) obtain necessary internal approvals to use the non-BPA price; and (c) keep an audit trail of all decisions and basis for adopting the “market yield”.
Other unlisted sukuk	Fair value by reference to the average indicative yield quoted by 3 independent and reputable institutions.
Unlisted Islamic collective investment schemes	Islamic collective investment schemes will be valued based on the last published repurchase price.
Islamic deposits	Islamic deposits will be valued each day by reference to the principal value and the accrued profit thereon for the relevant period.
Any other Shariah-compliant investment	Fair value as determined in good faith by us on methods or bases which have been verified by the auditor of the Fund and approved by the Trustee.

6.1.2 Valuation of the Fund

We will value the Fund at 6.00 p.m. on every Business Day.

6.1.3 Single Pricing Policy

We adopt a single pricing policy in calculating your application for and repurchase of Units. Single pricing equates to sales and repurchases quoted and transacted on a single price (i.e.,

the Initial Offer Price during the Initial Offer Period and the NAV per Unit after the Initial Offer Period).

The NAV per Unit is valued daily at the next valuation point on a forward pricing basis.

6.1.4 Policy on Rounding Adjustment

In calculating your investments with us, the Units allocated to you will be calculated based on the NAV per Unit of the Fund which is also the Selling Price and Repurchase Price of the Fund that has been rounded to 4 decimal places. When you invest in the Fund, the investment amount payable by you will be rounded to 2 decimal places. We will allocate Units in your account by rounding off to the nearest 4 decimal places.

6.1.5 Incorrect Pricing

We shall take immediate action to rectify any incorrect valuation and pricing of the Fund and/or the Units and to notify the Trustee and the relevant authorities of the same unless the Trustee considers the incorrect valuation and pricing of the Fund and/or the Units is of minimal significance. An incorrect valuation and pricing of the Fund and/or the Units shall result in a reimbursement of moneys unless the Trustee considers that such incorrect valuation and pricing of the Fund and/or the Units is of minimal significance.

The Trustee shall not consider an incorrect valuation and pricing of the Fund and/or the Units to be of minimal significance if the error involves a discrepancy of 0.5% or more of the NAV per Unit unless the total impact on your account is less than RM10.00. An incorrect valuation and pricing not considered to be of minimal significance by the Trustee shall result in reimbursement of moneys in the following manner:

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

6.2 COMPUTATION OF NAV AND NAV PER UNIT

The NAV of the Fund means the total value of the Fund's assets less the Fund's expenses or liabilities incurred or accrued for the day.

Below is an illustration on how the NAV of the Fund is calculated:

		RM
	Investments of the Fund	240,772,498.00
Add :	Assets (including cash)	18,668,352.00
		<hr/> 259,440,850.00
Less :	Liabilities	2,858,986.00
		<hr/>
	NAV before deducting management fee and trustee fee for the day	256,581,864.00
Less :	Trustee fee for the day	175.74

(up to 0.025% per annum calculated based on the NAV subject to a minimum of RM12,000 per annum)

$$\frac{256,581,864 \times 0.025\%}{365}$$

Management fee for the day

1,405.93

(up to 0.20% per annum calculated based on the NAV)

$$\frac{256,581,864 \times 0.20\%}{365}$$

NAV of the Fund

256,580,282.33

NAV per Unit

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

Below is an illustration on how the NAV per Unit of the Fund is calculated:

Say for example the number of Units in circulation for the Fund is 200,000,000 Units and the NAV of the Fund is RM256,580,282.33 at the point of valuation, the NAV per Unit will be:

$$\frac{\text{NAV of the Fund}}{\text{Number of Units in Circulation}} = \frac{\text{RM256,580,282.33}}{200,000,000 \text{ Units}}$$

$$\text{NAV per Unit} = \text{RM1.2829}$$

6.2.1 Illustration on how Units are allocated

Assuming a Unit Holder invests RM10,000 in the Fund, the NAV per Unit of the Fund is RM1.00 and the Sales Charge is 0.50% of the NAV per Unit.

$$\begin{aligned} \text{Sales Charge} &= 0.50\% \times (\text{amount to be invested}) \\ &= 0.50\% \times \text{RM10,000} \\ &= \text{RM50} \end{aligned}$$

Total amount the Unit Holder will have to pay:

$$\begin{aligned} \text{Amount to be invested} + \text{Sales Charge} &= \text{RM10,000} + \text{RM50} \\ &= \text{RM10,050} \end{aligned}$$

Number of Units allocated to the Unit Holder

$$\begin{aligned} \text{Amount to be invested} / \text{NAV per Unit} &= \text{RM10,000} / \text{RM1.0000} \text{ (rounded up to 4} \\ &\text{decimal places)} \\ &= 10,000 \text{ Units} \end{aligned}$$

6.2.2 Illustration on how repurchase proceeds are calculated

Assuming a Unit Holder redeems 10,000 Units, the Repurchase Price is RM1.00 and no Repurchase Charge is imposed.

$$\begin{aligned} \text{Repurchase Charge} &= 0.00\% \times (\text{amount to be redeemed}) \\ &= 0.00\% \times \text{RM10,000} \\ &= \text{RM0} \end{aligned}$$

Total amount the Unit Holder (repurchase proceeds) will receive:

$$\begin{aligned} \text{Amount to be redeemed} - \text{Repurchase Charge} &= \text{RM10,000} - \text{RM0} \\ &= \text{RM10,000} \end{aligned}$$

6.3 MINIMUM INITIAL INVESTMENT, MINIMUM ADDITIONAL INVESTMENT, MINIMUM UNITS FOR REPURCHASE AND MINIMUM HOLDINGS TO MAINTAIN AN ACCOUNT

Minimum Initial Investment [^]	RM1,000
Minimum Additional Investment [^]	RM100
Minimum Units for Repurchase [^]	100 Units <i>Note: If a repurchase request results in you holding less than the applicable minimum holdings requirements of the Fund, the Manager has the discretion to repurchase all the remaining Units held by you in the Fund and pay the repurchase proceeds to you.</i>
Minimum Holdings to Maintain an Account [^]	1,000 Units

[^] or such other lower amount as may be determined by us from time to time.

6.4 SUBSCRIPTION OF UNITS

You may subscribe for Units of the Fund by submitting to us an application form on any Business Day.

For new investor, in addition to the application form, you must also provide us with the following duly completed forms and documents:

Individual Investor		Non-individual Investor
Face-to-face Verification	Non face-to-face Verification	
<ul style="list-style-type: none"> ▪ Suitability assessment form; ▪ Original sighted copy of the NRIC; and ▪ Self Certification Form - Foreign Account Tax Compliance Act (FATCA) and Common Reporting Standard (CRS). 	<ul style="list-style-type: none"> ▪ Suitability assessment form; ▪ Original sighted copy of the NRIC; ▪ Self Certification Form - Foreign Account Tax Compliance Act (FATCA) and Common Reporting Standard (CRS); and ▪ Any one of the following documents: <ul style="list-style-type: none"> (a) bank statement; (b) utility bill; or (c) driving licence. <p><i>Note: Upon our receipt of the documents, we will follow up with a telephone call or any other form of communication for verification purposes and</i></p>	<ul style="list-style-type: none"> ▪ Suitability assessment form; ▪ Self Certification Form - Foreign Account Tax Compliance Act (FATCA) and Common Reporting Standard (CRS); ▪ Certified true copy of form 8, 9, 13, 20 and 44 (where applicable)*; ▪ Certified true copy of form 24 and form 49*; ▪ Certified true copy of the latest form of annual return*; ▪ Board of Director's resolution relating to the investment;

	<p><i>thereafter, your account will be activated.</i></p>	<ul style="list-style-type: none"> ▪ Certified true copy of memorandum and articles of association*; ▪ A list of the authorised signatories & specimen signatures of the respective signatories; and ▪ Original sighted copy of the NRIC / Passport (for foreigners) of all authorised signatories. <p><i>* or any other equivalent documentation issued by the authorities.</i></p>
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We reserve the right to request additional documents before we process your subscription application.

Any completed application for subscription together with the above document (if applicable) and cleared funds received by us on or before 4.00 p.m. on a Business Day will be processed on the Business Day and Units will be created based on the NAV per Unit of the Fund calculated at the end of the same Business Day.

Any completed application for subscription received after 4.00 p.m. will be treated as having been received by us on the following Business Day.

We reserve the right to reject any application for subscription without providing any reason. We may also reject any application for subscription that is not complete and/or not accompanied by the required documents and those applications will only be processed upon the documentation being satisfactorily completed.

Distribution Channels

Please refer to Section 15 of this Prospectus for details on where you can subscribe for Units of the Fund.

Payment Methods

Payment for subscription of Units may be made in the following manner:

- (a) by telegraphic transfer or online transfer into our bank account. You must include your name in the transaction description for our reference; or
- (b) by cheque. You must write your name, identity card number or business registration number at the back of the cheque; or
- (c) by any other mode of payment, including, but not limited to online payment gateways, that we and/or the relevant authorities may approve from time to time.

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

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

6.5 REPURCHASE OF UNITS

You may redeem Units of the Fund by submitting to us a completed repurchase form on any Business Day.

Any completed repurchase form received by us on or before 4.00 p.m. on a Business Day will be processed on the same Business Day ("Repurchase Processing Date") and Units will be repurchased based on the NAV per Unit of the Fund calculated at the end of the Repurchase Processing Date.

Any completed repurchase form received after 4.00 p.m. will be treated as having been received by us on the following Business Day.

Repurchase requests are deemed received by us only if the repurchase forms and any other documents as may be required by us are duly and accurately completed.

The repurchase proceeds will be paid to you within 10 days from the Repurchase Processing Date.

We reserve the right to repurchase all of your Units if such repurchase is necessary to ensure that we are in compliance with the relevant laws. We will notify you prior to such repurchase.

6.6 COOLING-OFF

A Cooling-off Right is only given to an individual investor who is investing in any of the unit trust funds managed by us for the first time except for the following investor:

- our staff; and
- any person registered with a body approved by the SC to deal in unit trusts funds.

If you are eligible for the Cooling-off Right, you may exercise the Cooling-off Right within 6 Business Days from our receipt of your application for Units.

We must receive your notification to exercise the Cooling-off Right on or before 4.00 p.m. on a Business Day. Any notification received after 4.00 p.m. will be treated as having been received by us on the following Business Day.

If you exercise the Cooling-off Right, a refund for every Unit held would be the sum of:

- (a) the NAV per Unit on the day the Units were purchased; and
- (b) the Sales Charge (if any) imposed on the day the Units were purchased.

We will refund the sum to you within 10 days of our receipt of your notification to exercise the Cooling-off Right. If you pay for your subscription of Units by cheque, the Cooling-off Period will accrue from the date on which we receive your cheque and the refund pursuant to the exercise of the Cooling-off Right will be made after the cheque has been cleared.

6.7 SWITCHING OF UNITS

You are allowed to switch between the Fund and any of the funds managed by us subject to the terms and conditions applicable to the respective funds.

We must receive your completed application for switching out from the Fund on or before 4.00 p.m. on a Business Day. Any application received after 4.00 p.m. will be treated as having been received by us on the following Business Day.

When switching out from the Fund, you must switch out a minimum of 100 Units or such other amount as may be determined by us from time to time while maintaining the minimum holding requirements of the Fund after your switching application. At the same time, you must also meet the minimum initial investment or the minimum additional investment of the fund that you intend to switch into, depending on whether you have had any prior investment in that fund.

We reserve the right to reject any switching application that are deemed to be contrary to the best interest of the Fund and/or existing Unit Holders.

You should be aware that the pricing day of the respective funds that you intend to switch from and switch into will be subject to the pricing condition of the respective funds.

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

6.8 TRANSFER OF UNITS

You are allowed to transfer the ownership of the Units of the Fund subject to you maintaining the minimum holding requirements of the Fund after your transfer application.

We must receive your completed application to transfer on or before 4.00 p.m. on a Business Day. Any application received after 4.00 p.m. will be treated as having been received by us on the following Business Day.

The application to transfer must be made in terms of Units and not in RM value. You must transfer a minimum of 100 Units or such other amount as may be determined by us from time to time while maintaining the minimum holding requirements of the Fund after your transfer application.

We reserve the right to reject any application to transfer without providing any reason.

6.9 MODE OF DISTRIBUTION

You may choose to receive the distribution in cash payment or additional Units (by way of reinvestment) by ticking the appropriate column in the application form. If you do not choose the mode of distribution in the application form, all distribution will be automatically reinvested into additional Units of the Fund.

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

If you choose to receive cash, the distribution proceeds (if any) will be credited into your bank account within 2 Business Days from the distribution declaration date. If you do not provide us with any bank account details or the distribution proceeds cannot be credited into your bank account for any reason whatsoever, the distribution proceeds will be reinvested into the Fund based on the NAV per Unit on the day immediately after the failure to effect the payment without any cost for such reinvestment into your bank account provided always that you still have an account with us.

If you choose to receive additional Units by way of reinvestment, the additional Units will be reinvested based on the NAV per Unit at the distribution declaration date; the allotment of the additional Units will be made within 2 Business Days from the distribution declaration date. There will not be any additional cost for reinvestments of those additional Units, i.e. no Sales Charge will be imposed.

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

6.10 UNCLAIMED MONEYS POLICY

Any moneys payable to you which remain unclaimed after 12 months from the date of payment will be paid to the Registrar of Unclaimed Monies in accordance with the requirements of the Unclaimed Moneys Act 1965.

7. THE MANAGER

7.1 BACKGROUND INFORMATION

Opus Asset Management Sdn Bhd is licensed by the SC under the CMSA to conduct fund management services and dealing in securities restricted to unit trust.

The company has been providing investment management services since 24 December 1996 and started by managing equity investment portfolios, including a third party equity unit trust fund. When the present shareholders took over management of the company on 3 January 2005, they started a new business direction, which focused solely on fixed income investments.

In Malaysia, OpusAM has a wide market network and strives to achieve a strong market presence in the fixed income market. OpusAM's clients include insurance companies, state governments, statutory bodies, government-linked companies, corporations, foundations, cooperatives, private banking, universities, hospitals, individuals and family trusts.

7.2 ROLE OF THE MANAGER

We are responsible for the operation and administration of the Fund, investment management and marketing of the Fund, servicing Unit Holders' needs, keeping proper administration records of Unit Holders and accounting records of the Fund, ensuring that the Units are correctly priced, ensuring compliance with stringent internal procedures and guidelines of relevant authorities and relevant laws.

7.3 BOARD OF DIRECTORS

Chan Choong Kong, Non-Independent Non-Executive Director / Chairman of the Board
Dato' Mohamed Ross bin Mohd Din, Independent Non-Executive Director
Dato' Maznah binti Abdul Jalil, Independent Non-Executive Director
Dato' Azam bin Azman, Non-Independent Non-Executive Director
Siaw Wei Tang, Non-Independent Executive Director

7.4 MATERIAL LITIGATION AND ARBITRATION

As at 15 February 2020, we are not engaged in any material litigation and arbitration, including those pending or threatened, and we are not aware of any facts likely to give rise to any proceedings which might materially affect our business or financial position.

7.5 INVESTMENT COMMITTEE MEMBERS FOR THE FUND

The investment committee's roles and responsibilities include the following:

- set investment policies, guidelines and compliance monitoring procedures;
- set overall investment parameters for investment team;
- empower the Chief Investment Officer, the credit committee and investment team their respective responsibility; and
- ensure internal policies and investment guidelines provided by clients are complied with.

The investment committee will meet once every quarter or such other times as may be decided by the chairman of the investment committee.

7.6 THE DESIGNATED FUND MANAGERS

Ng Lee Peng

Head of Fixed Income

Ms. Ng joined OpusAM as the Head of Fixed Income in 2006. She is responsible for leading the fixed income team in OpusAM. Ms. Ng started her career as an Assistant Accountant with Phillip Commodities (M) Sdn Bhd in 1991. In 1992, she joined D&C Bank (now known as RHB Bank) as a management trainee specialising in the area of credit. She was later posted to head the credit department of the Port Klang Branch, servicing mainly corporate clients around Port Klang. Her job function includes marketing, submission of credit reports for approval and also loan recovery. In 1997, she left to join Eon Bank (now known as Hong Leong Bank) and was attached to the Corporate & Commercial Banking at the Head Office. Besides marketing and credit proposals, she was responsible for the evaluation of credit reports submitted by various branches for recommendation to the Credit Committee. She joined the Investment Department of Hong Leong Assurance Bhd in 1999 to manage the fixed income portfolio which grew from less than RM500,000,000.00 to approximately RM1.5 billion.

Ms. Ng graduated from Monash University, Australia and holds a Bachelor of Economics majoring in Accounting. She is also a Certified Practising Accountant under the Australian Society of CPAs (“ASCPA”). She holds a Capital Markets Services Representative’s Licence.

Ahmad Fuad Alhabshi

Investment Manager

En. Fuad is an investment manager, being primarily responsible for managing portfolios as part of the greater investment team, as well as undertaking regular macroeconomic and credit research. Since joining OpusAM in 2008, he has accumulated 10 years of experience in credit research covering various industries, from his previous role as Senior Analyst.

En. Fuad holds a Master of Science degree in Analogue and Digital Integrated Circuit Design from Imperial College London, UK and a Bachelor of Science degree in Electronic Engineering from the University of Warwick, UK. He has been a holder of a Capital Markets Services Representative’s Licence since 2010.

INVESTORS MAY VISIT THE MANAGER’S WEBSITE AT www.opusasset.com FOR FURTHER INFORMATION ON THE MANAGER, INVESTMENT COMMITTEE AND SHARIAH ADVISER.

8. THE TRUSTEE

8.1 BACKGROUND OF THE TRUSTEE

SCBMB Trustee Berhad (“**STB**”), a company incorporated in Malaysia under the Companies Act 1965 on 13 June 2012 and registered as a trust company under the Trust Companies Act 1949. Its business address is at Level 23A, Equatorial Plaza, Jalan Sultan Ismail, 50250 Kuala Lumpur.

8.2 EXPERIENCE IN TRUSTEE BUSINESS

STB has been registered and approved by the SC on 18 February 2013 to act as trustee for unit trust schemes approved or authorised under the CMSA. STB has suitably qualified and experienced staff in the administration of unit trust funds who have sound knowledge of all relevant laws. As at 15 February 2020, STB is the appointed trustee for 19 wholesale funds, 16 unit trust funds and appointed custodian for 8 private mandate funds.

STB’s trustee services are supported by Standard Chartered Bank Malaysia Berhad (“**SCBMB**”), a subsidiary of Standard Chartered PLC, financially and for other various functions including but not limited to compliance, legal, operational risks and internal audit.

8.3 TRUSTEE’S ROLES, DUTIES AND RESPONSIBILITIES

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

The Trustee also assume an oversight function on the management company by ensuring that the management company performs its duties and obligations in accordance with the provisions of the Deed, the laws and all relevant guidelines.

8.4 TRUSTEE’S DISCLOSURE OF MATERIAL LITIGATION AND ARBITRATION

As at 15 February 2020, the Trustee is not engaged in any material litigation and arbitration, including those pending or threatened, and the Trustee is not aware of any facts likely to give rise to any proceedings which might materially affect the business or financial position of the Trustee.

8.5 TRUSTEE’S DELEGATE

The Trustee has appointed SCBMB as custodian of the quoted and unquoted assets of the Fund. The custodian provides custody services to domestic, foreign, retail and institutional investors. The custodian’s comprehensive custody and clearing services cover traditional settlement processing and safekeeping as well as corporate related services including cash and security reporting, income collection and corporate event processing. The assets are registered in the name of the Trustee to the order of the Fund and held through the custodian’s wholly owned subsidiary and nominee company Cartaban Nominees (Tempatan) Sdn Bhd.

SCBMB was incorporated on 29 February 1984 in Malaysia under the Companies Act 1965 as a public limited company and is a subsidiary of Standard Chartered PLC (the holding company of a global banking group). SCBMB was granted a licence on 1 July 1994 under the Banking and Financial Institutions Act 1989 (now known as the Financial Services Act 2013). SCBMB

has been providing custody services for more than 20 years and has been providing sub-custody services to local investors in Malaysia since 1995.

The roles and duties of SCBMB as the Trustee's delegate inter alia are as follows:

1. To act as custodian for the local and selected cross-border investment of the Fund and to hold in safekeeping the assets of the Fund;
2. To provide corporate action information or entitlements arising from the underlying assets and to provide regular reporting on the activities of the invested portfolios;
3. To maintain proper records on the assets held to reflect the ownership of the assets belonging to the respective client; and
4. To collect and receive for the account of the clients all payments and distribution in respect of the assets held.

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

9. THE SHARIAH ADVISER

Tawafuq has been appointed as the Shariah adviser for the Fund. Tawafuq will counsel the mechanism of the operations of the Fund's activities to ensure that the operations of the Fund comply with Shariah requirements.

9.1 BACKGROUND AND EXPERIENCE OF THE SHARIAH ADVISER

Tawafuq Consultancy Sdn Bhd (Malaysian Company No.: 201501036171 (1161491-M)) ("Tawafuq"), is an independent global shariah advisory firm, who are committed in offering comprehensive end-to-end Islamic finance and halal solutions by leveraging on its global presence, in-depth knowledge, and integrated structure.

Named the "Best Emerging Shari'a Advisory Firm 2019" by Global Islamic Finance Awards, "Best End-to-End Islamic Finance Consultant 2019" by International Finance and "Best Training Provider 2019" by Islamic Retail Banking Awards, the firm provides consultancy, research, training, and professional services in the area of Islamic Banking, Islamic Capital Market, Islamic Wealth Management, Islamic Asset Management, Islamic Fintech, and Takaful. As a registered Shariah adviser with the Securities Commission of Malaysia ("SCM"), Tawafuq is allowed to advise on Sukuk, Islamic unit trusts, Shariah-compliant investment funds, Islamic real estate investment trust (i-REIT), Islamic exchange-traded funds, Islamic crowdfunding, Islamic P2P issuances, etc. The firm is also registered as an Approved External Shariah Adviser under the Co-operatives Commission of Malaysia ("SKM"), a community member of the Malaysia International Islamic Financial Centre ("MIFC"), and a member of the Network of Islamic Finance Training Institutes ("NIFTI"), a global network of 64 Islamic finance training institutes. It is also empaneled on the Malaysia Digital Economy Corporation ("MDEC")'s list of preferred Shariah adviser.

With experienced and well-trained Islamic finance professionals and scholars on board of the firm, Tawafuq offers comprehensive public and in-house training courses, quality research, and well-integrated and up-to-date consultancy to regulatory bodies, government agencies, financial institutions, fund management companies, corporate sector, higher learning institutions, and public at large.

9.2 SHARIAH ADVISER'S ROLES, DUTIES AND RESPONSIBILITIES

As the Shariah adviser for the Fund, the role of Tawafuq is to ensure that the operations and investments of the Fund are in compliance with Shariah requirements. The Shariah Adviser reviews the Fund's investments on a monthly basis to ensure compliance with Shariah requirements at all times and advise on the Fund's compliance with Shariah requirements. However, the final responsibility for ensuring Shariah compliance of the Fund with Shariah requirements in all relevant aspects rests solely with the Manager.

In line with the SC guidelines, the roles of Tawafuq as the Shariah Adviser are:

1. ensuring that the Fund is managed and administered in accordance with the Shariah principles;
2. providing expertise and guidance for the Fund in all matters relating to Shariah principles, including on the Deed and this Prospectus, its structure and investment process, and other operational and administrative matters;
3. consulting the SC who may consult the Shariah Advisory Council where there is any ambiguity or uncertainty as to an investment, instrument, system, procedure and/or process;
4. scrutinising the Fund's compliance report as provided by the 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. preparing a report to be included in the Fund's interim and annual report certifying whether the Fund have been managed and administered in accordance with the Shariah principles;
6. ensuring the Fund complies, with any guideline, ruling or decision issued by the SC, with regard to Shariah matters;
7. vetting and advising on the promotional materials of the Fund; and
8. assisting and attending to any ad-hoc meeting called by the SC and/or any other relevant authority.

9.3 DESIGNATED PERSON RESPONSIBLE FOR SHARIAH MATTERS OF THE FUND

Tawafuq's Shariah team consists of the following personnel:

Syeikh Ibrahim Bin Nasir Al-Sawafi (Chairman Shariah Advisory Board)

Syeikh Ibrahim Al-Sawafi holds the office of Learned Secretary at the Ifta Office of the Ministry of Awqaf & Religious Affairs of the Sultanate of Oman. Syeikh Ibrahim is a renowned Shariah scholar and member of several Shariah boards in the Sultanate of Oman including the Shariah Advisory Board of Bank Nizwa. He regularly speaks at Islamic banking & finance seminars and conferences and is an active participant in the development of the Islamic banking & finance industry in Sultanate of Oman.

Muhammad Aiman Mohamad Salmi (Director/ Principal Consultant/Managing Advisor)

A Chartered Professional in Islamic Finance (CPIF), Aiman holds a Bachelor of Laws (Honours) and Bachelor of Laws (Shariah)(Honours) from the International Islamic University Malaysia (IIUM) and a MSc in Islamic Finance from INCEIF, Malaysia. An Advocate and Solicitor of the High Court of Malaya (Malaysia) and a qualified Malaysian Syariah Counsel, he regularly delivers Islamic finance courses and has completed the prestigious "i-Advisor program" organized by the SC.

Currently, he is a member of the Chartered Institute of Islamic Finance Professionals (CIIF), the Association of Shariah Advisers in Islamic Finance Malaysia (ASAS), Malaysian Finance Association (MFA), Malaysian Association of Muslim Finance Professionals (MAMFP), ASEAN Young Professionals Network (AYPN), Asian Institute of Chartered Bankers (AICB), and the International Council for Islamic Finance Educators (ICIFE). He is also the Deputy President of Malaysia Young Shariah Scholars Association (MySSA).

He is the Principal Consultant and the Qualified Shariah Personnel for Tawafuq Consultancy, as required by SC. He has served a major local Islamic bank assigned to the Shariah Department, whereby he oversees Shariah-compliance aspect of the banking products, offerings, procedures and system and regularly conducts researches on various arising Shariah issues for consumer, business and corporate, wholesale and investment banking segments. Aiman is an accredited trainer with the Islamic Banking & Finance Institute of Malaysia (IBFIM) and has founded the Young Shariah Scholars' Discourse Series (YSD).

Dr. Ahmad Zakirullah Bin Mohamed Shaarani (Senior Consultant)

Dr. Ahmad Zakirullah currently serve as a senior lecturer at faculty of Management and Economy, Universiti Pendidikan Sultan Idris and also a member of Shariah Committee of the United Overseas Bank Malaysia Berhad. Previously he served Islamic Banking and Finance Institute of Malaysia (IBFIM) from February 2008 till October 2018. His prior responsibility includes providing Shariah input on the advisory, consultancy, and research functions with

regard to Islamic banking, takaful, Islamic capital market and Shariah-compliant funds. He also has served University Sains Islam Malaysia (USIM) and PTPL College.

He obtained his Diploma of Shariah Islamiyyah (Hons) from Higher Institute of Islamic and Arabic Language (MADIWA), Perak, Bachelor of Shariah Islamiyyah (Hons) Degree from Al-Azhar University, Egypt, Master's Degree (Hons) of Islamic Revealed Knowledge and Heritage (Fiqh and Usul al-Fiqh) from the International Islamic University Malaysia and Doctor of Philosophy of Usul al-Fiqh from University of Malaya.

10. SALIENT TERMS OF THE DEED

10.1 YOUR RIGHTS AND LIABILITIES AS A UNIT HOLDER

A Unit Holder is a person registered in the register as a holder of Units or fractions of Units in the Fund which automatically accord him rights and interest in the Fund.

Unit Holders' Rights

A Unit Holder has the right, amongst others:

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

No Unit Holder shall be entitled to require the transfer to him of any of the assets of the Fund or be entitled to interfere with or question the exercise by the Trustee, or the Manager on the Trustee's behalf, of the rights of the Trustee as the registered owner of such assets.

Unit Holders' Liabilities

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

10.2 MAXIMUM FEES AND CHARGES PERMITTED BY THE DEED

Maximum Sales Charge	Maximum Repurchase 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	0.20% per annum of the NAV of the Fund, subject to a minimum fee of RM12,000 per annum (excluding foreign custodian fees and charges).

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

10.3 PROCEDURES TO INCREASE THE DIRECT AND INDIRECT FEES AND CHARGES FROM THE LEVEL DISCLOSED IN THIS PROSPECTUS

Sales Charge

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

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

Repurchase Charge

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

- (a) the Manager has notified the Trustee in writing of and the effective date for the higher charge;
- (b) a supplemental prospectus or replacement prospectus in respect of the Fund setting out the higher charge is registered, lodged and issued; and
- (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 an annual management fee at a rate higher than that disclosed in this Prospectus unless:

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

Trustee Fee

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

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

10.4 PERMITTED EXPENSES PAYABLE OUT OF THE FUND

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

t) the following:

- (a) commissions or fees paid to brokers or dealers in effecting dealings in the investments of the Fund, shown on the contract notes or confirmation notes;
- (b) taxes and other duties charged on the Fund by the government and/or other authorities;
- (c) costs, fees and expenses properly incurred by the auditor of the Fund;
- (d) costs, fees and expenses incurred for the valuation of any investment of the Fund by independent valuers for the benefit of the Fund;
- (e) costs, fees and expenses incurred for any modification of the Deed save where such modification is for the benefit of the Manager and/or the Trustee;
- (f) costs, fees and expenses incurred for any meeting of the Unit Holders save where such meeting is convened for the benefit of the Manager and/or the Trustee;
- (g) costs, commissions, fees and expenses of the sale, purchase, takaful and any other dealing of any asset of the Fund;
- (h) costs, fees and expenses incurred in engaging any specialist approved by the Trustee for investigating or evaluating any proposed investment of the Fund;
- (i) costs, fees and expenses incurred in engaging any adviser for the benefit of the Fund;
- (j) costs, fees and expenses incurred in the preparation and audit of the taxation, returns and accounts of the Fund;
- (k) costs, fees and expenses incurred in the termination of the Fund or the removal of the Trustee or the Manager and the appointment of a new trustee or management company;
- (l) costs, fees and expenses incurred in relation to any arbitration or other proceedings concerning the Fund or any asset of the Fund, including proceedings against the Trustee or the Manager by the other for the benefit of the Fund (save to the extent that legal costs incurred for the defence of either of them are ordered by the court not to be reimbursed by the Fund);
- (m) remuneration and out of pocket expenses of the independent members of the investment committee of the Fund, unless the Manager decides otherwise;
- (n) costs, fees and expenses deemed by the Manager to have been incurred in connection with any change or the need to comply with any change or introduction of any law, regulation or requirement (whether or not having the force of law) of any governmental or regulatory authority;
- (o) costs and expenses incurred in relation to the distribution of income (if any);
- (p) (where the custodial function is delegated by the Trustee) charges and fees paid to sub-custodians taking into custody any foreign assets of the Fund;
- (q) fees, charges, costs and expenses relating to the preparation, printing, posting, registration and lodgment of documents and reports which the Manager and/or the Trustee may be obliged to prepare, print, post, register and/or lodge in relation to the Fund by virtue of any relevant law; and
- (r) any tax now or hereafter imposed by law or required to be paid in connection with any costs, fees and expenses incurred under sub-paragraphs (a) to (q) above.

10.5 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 relevant law upon giving to the Trustee 3 months' notice in writing of its desire so to do, or such other period as the Manager and the Trustee may agree upon, and subject to fulfilment of the conditions as stated in the Deed.

The Manager may be removed and replaced, if so required by the Trustee, on the grounds that:

- (a) the Manager has failed or neglected to carry out its duties to the satisfaction of the Trustee and the Trustee considers that it would be in the interests of 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.

In 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 by the mere fact of the Manager's receipt of the notice. 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 for the Fund.

10.6 RETIREMENT, REMOVAL AND REPLACEMENT OF THE TRUSTEE

The Trustee may retire upon giving 3 months' notice to the Manager of its desire so to do, or such other 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 such corporation may be appointed as trustee of the Fund by Special Resolution of the Unit Holders at a duly convened meeting.

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

- (a) the Trustee has ceased to exist;
- (b) the Trustee has not been validly appointed;
- (c) the Trustee 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 that appointment;
- (f) a petition has been presented for the winding up of the Trustee (other than for the purpose of and followed by a reconstruction, unless during or following such reconstruction the Trustee becomes or is declared to be insolvent); or
- (g) the Trustee is under investigation for conduct that contravenes the Trust Companies Act 1949, the Trustee Act 1949, the Companies Act 2016 or any relevant law.

10.7 TERMINATION OF THE FUND

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

- (a) the SC's authorisation is withdrawn; and
- (b) a Special Resolution is passed at a Unit Holders' meeting to terminate or wind up the Fund.

10.8 PROVISIONS RELATING TO MEETINGS OF UNIT HOLDERS

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

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

The quorum required for a meeting of the Unit Holders shall be 5 Unit Holders, whether present in person or by proxy, provided that if the Fund has 5 or less Unit Holders, the quorum required for a meeting of the Unit Holders of the Fund shall be 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 25% of the Units in circulation at the time of the meeting.

11. RELATED PARTY TRANSACTIONS AND CONFLICT OF INTERESTS

Related Party Transaction

The Manager

As at 15 February 2020, we are not aware of any existing related party transactions or conflict of interest situations involving the Fund.

SCBMB Trustee Berhad

The Trustee may have related party transactions involving or in connection with the Fund in the following events:

- where the Fund invests in the products offered by Standard Chartered Bank Malaysia Berhad and any of its group companies (e.g. money market placement, etc.);
- where the Manager utilised the services offered by Standard Chartered Bank Malaysia Berhad (e.g. fixed income brokerage services, etc.); and
- where the Trustee has delegated its custodian functions for the Fund to Standard Chartered Bank Malaysia Berhad.

The Trustee will rely on the Manager to ensure that any related party transactions, dealings, investments and appointments are on terms which are the best that are reasonably available for or to the Fund and are on an arm's length basis as if between independent parties. While the Trustee has internal policies intended to prevent or manage conflicts of interests, no assurance is given that their application will necessarily prevent or mitigate conflicts of interests. The Trustee's commitment to act in the best interests of the Unit Holders of the Fund does not preclude the possibility of related party transactions or conflicts.

Policy on dealing with conflict of interest

We will at all times act in your best interest and will not conduct ourselves in any manner that will result in a conflict of interest or potential conflict of interest. In the unlikely event that any conflict of interest arises, such conflict shall be resolved such that the Fund is not disadvantaged. We will not conduct transactions in any manner which will result in unnecessary costs or risk to the Fund.

In the unlikely event that we face conflicts in respect of our duties to the Fund and our duties to the other funds that we manage, we are obliged to act in the best interests of our investors and will seek to resolve any conflicts fairly and in accordance with the Deed and the relevant laws.

Cross Trade Policy

To provide more liquidity in the dealing of securities, we may carry out transactions between the Fund and the investment portfolios of our other customers ("cross-trades") provided always that any such cross-trades are conducted on a best execution basis and are no less favourable to the Fund when compared to an arm's length transaction between independent parties.

We shall have full discretion to determine the price (or yield) on such trades by taking into consideration factors such as broker's valuation, bond pricing agencies, market quotes, odd lot trades and market condition. We will decide the price which we believe to be a fair price to the seller, who will provide the securities in time of shortage and the buyer who will provide the liquidity in cash in time to the seller who wants to liquidate the securities or the portfolio. All cross-trades will be carried out in compliance with the relevant laws.

Notwithstanding the above, cross trades between the personal account of an employee of ours and the Fund's account(s) and between our proprietary trading accounts and the Fund's account(s) are strictly prohibited.

Details of directors' and sole shareholder's direct and indirect interest in other corporations

As at 15 February 2020, none of our directors or our sole shareholder have any direct or indirect interests in other corporations in Malaysia carrying on a similar business as us.

Other declaration

As at 15 February 2020, none of the advisers (i.e., the tax advisers, Shariah Adviser and solicitors) have any existing or potential conflicts of interest in an advisory capacity with the Fund and/or us.

12. ADDITIONAL INFORMATION

12.1 HOW TO KEEP ABREAST OF DEVELOPMENT IN THE FUND

You may obtain this Prospectus and the daily price of the Fund from our website at www.opusasset.com. The price of the Fund on a Business Day will be available on the next Business Day.

We will provide you with an annual report and an interim report of the Fund via electronic mail within 2 months after the end of the financial period that the report covers. The annual report and interim report will also be available at our website thereafter.

Updates, information or queries relating to the Fund and/or your investment in the Fund may be directed to us or our authorised distributors.

THE FUND'S ANNUAL REPORT IS AVAILABLE UPON REQUEST.

12.2 AVENUE FOR ADVICE

You may contact our client services at 603-2288 8833 or fax to 603-2288 8889 or email us at clientservices@opusasset.com if you require further information relating to the Fund or this Prospectus.

12.3 CONSENT

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

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

13. DOCUMENTS AVAILABLE FOR INSPECTION

A copy of the following documents, where applicable, may be inspected at our business office or such other place as the SC may determine:

- (a) the Deed and supplemental deed, if any;
- (b) this Prospectus and supplementary or replacement prospectus, if any;
- (c) the latest annual and interim reports of the Fund, if any;
- (d) any 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, our audited financial statements and the audited financial statement of the Fund for the current financial year and for the last 3 financial years or if less than 3 years, from the date of incorporation or commencement;
- (f) any report, letter or other document, valuation and statement by any expert, any part of which is extracted or referred to in this Prospectus. Where a summary expert's report is included in this Prospectus, the corresponding full expert's report must be made available for inspection;
- (g) writ and relevant cause papers for all material litigation and arbitration disclosed in this Prospectus, if any; and
- (h) any consent given by experts disclosed in this Prospectus.

14. TAX ADVISERS' LETTER



TAXATION ADVISER'S LETTER ON TAXATION OF THE TRUST AND UNIT HOLDERS

PricewaterhouseCoopers Taxation Services Sdn Bhd

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

The Board of Directors

Opus Asset Management Sdn Bhd
B-19-2, Northpoint Offices
Mid Valley City
No.1, Medan Syed Putra Utara
59200 Kuala Lumpur

10 MAR 2020

Dear Sirs,

TAXATION OF THE FUND OFFERED UNDER THE PROSPECTUS AND UNIT HOLDERS

This letter has been prepared for inclusion in the Prospectus ("hereinafter referred to as "the Prospectus") in connection with the offer of units in the Opus Shariah Short Term Low Risk Asset Fund ("the Fund").

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

TAXATION OF THE FUND

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

*PricewaterhouseCoopers Taxation Services Sdn Bhd (464731-M),
Level 10, 1 Sentral, Jalan Rakyat, Kuala Lumpur Sentral, P.O. Box 10192, 50706 Kuala Lumpur, Malaysia
T: +60 (3) 2173 1188, F: +60 (3) 2173 1288, www.pwc.com/my*



(1) Foreign Investments

Income of the Fund in respect of overseas investment is exempt from Malaysian tax by virtue of Paragraph 28 of Schedule 6 of the Act and distributions from such income will be tax exempt in the hands of the unit holders. Such income from foreign investments may be subject to taxes or withholding taxes in the specific foreign country. However, any foreign tax suffered on the income in respect of overseas investment is not tax refundable to the Fund in Malaysia.

The foreign income exempted from Malaysian tax at the Fund's level will also be exempted from tax upon distribution to the unit holders.

(2) Domestic Investments

(i) General taxation

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

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

(ii) Dividend and other exempt income

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

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

Interest income / profit¹ or discount income derived from the following investments are exempt from tax:

- a) Securities or bonds issued or guaranteed by the Government of Malaysia;
- b) Debentures or sukuk, other than convertible loan stocks, approved or authorized by, or lodged with, the Securities Commission Malaysia; or
- c) Bon Simpanan Malaysia issued by Bank Negara Malaysia.

Income from Investment in structured products which are seen to be "debentures" under Capital Markets and Services Act 2007 will be exempted. Otherwise, tax implications could arise.

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



Interest income / profit¹ derived from the following investments are exempt from tax:

- a) Interest / profit¹ paid or credited by any bank or financial institution licensed under the Financial Services Act 2013 or Islamic Financial Services Act 2013;
- b) Interest / profit¹ paid or credited by any development financial institution regulated under the Development Financial Institutions Act 2002;
- c) Bonds, other than convertible loan stocks, paid or credited by any company listed in Bursa Malaysia Securities Berhad ACE Market; or
- d) Interest income / profit¹ paid or credited by Malaysia Building Society Berhad².

The interest / profit¹ or discount income exempted from tax at the Fund's level will also be exempted from tax upon distribution to the unit holders.

Exceptions:

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

The Ministry of Finance has communicated that the tax exemptions available to retail money market funds will no longer apply to corporate investors with effect from 1 July 2020 onwards. This will mean that income which would normally be tax exempted at unit trust level will no longer be tax exempted if received by corporate investors.

(3) Hedging Instruments

The tax treatment of hedging instruments would depend on the particular hedging instruments entered into.

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

(4) Other Income

The Fund may be receiving income such as exit fee which will be subject to tax at the rate of 24 per cent.

² Pursuant to the letters from Ministry of Finance Malaysia dated 11 June 2015 and 16 June 2015 with effect from year of assessment ("YA") 2015.



(5) Tax Deductible Expenses

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

(6) Real Property Gains Tax ("RPGT")

With effect from 1 January 2019, any gains on disposal of real properties or shares in real property companies³ ("chargeable asset") would be subject to RPGT at the following rates:-

Disposal time frame	RPGT rates
Within 3 years	30%
In the 4 th year	20%
In the 5 th year	15%
In the 6 th year and subsequent years	10%

(7) Sales and Service Tax ("SST")

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

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

Generally, the Fund, being a collective investment vehicle, should not be caught under the service tax regime. Certain brokerage, professional, consultancy or management services paid by the Fund may be subject to service tax at 6 per cent including services acquired from a foreign Service provider.

TAXATION OF UNIT HOLDERS

Unit holders will be taxed on an amount equivalent to their share of the total taxable income of the Fund to the extent of the distributions received from the Fund. The income distribution from the Fund will carry a tax credit in respect of the Malaysian tax paid by the Fund. Unit holders will be entitled to utilise the tax credit against the tax payable on the income distribution received by them. No additional withholding tax will be imposed on the income distribution from the Fund.

³ A real property company is a controlled company which owns or acquires real property or shares in real property companies with a market value of not less than 75 per cent of its total tangible assets. A controlled company is a company which does not have more than 50 members and is controlled by not more than 5 persons.



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

Corporate unit holders, resident⁴ and non-resident, will generally be liable to income tax at 24 per cent on distribution of income received from the Fund. The tax credits attributable to the distribution of income can be utilised against the tax liabilities of these unit holders.

Individuals and other non-corporate unit holders who are tax resident in Malaysia will be subject to income tax at graduated rates ranging from 1 per cent to 30 per cent⁵. Individuals and other non-corporate unit holders who are not resident in Malaysia will be subject to income tax at 30 per cent⁵. The tax credits attributable to the distribution of income can be utilised against the tax liabilities of these unit holders.

The distribution of exempt income and gains arising from the disposal of investments by the Fund will be exempted from tax in the hands of the unit holders. (except corporate unit holders from 1 July 2020 onwards)

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

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

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

⁴ Pursuant to the Finance Act 2019 which was gazetted on 31 December 2019, resident companies with paid up capital in respect of ordinary shares of RM2.5 million and below and having an annual sales of not more than RM50 million will pay tax at 17 per cent for the first RM600,000 of chargeable income with the balance taxed at 24 per cent with effect from year of assessment 2020.

The above shall not apply if more than –

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

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

⁵ Pursuant to the Finance Act 2019 which was gazetted on 31 December 2019, with effect from year of assessment 2020.



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

Yours faithfully,

for and on behalf of
PRICEWATERHOUSECOOPERS TAXATION SERVICES SDN BHD

A handwritten signature in black ink, appearing to read 'Jennifer Chang', with a long horizontal flourish extending to the right.

Jennifer Chang
Partner

PricewaterhouseCoopers Taxation Services Sdn Bhd have given their written consent to the inclusion of their report as tax adviser in the form and context in which it appears in the Prospectus and have not, before the date of issue of the Prospectus, withdrawn such consent.

15. LIST OF AUTHORISED DISTRIBUTORS

The Fund is distributed via the following channels:

- our head office;
- our authorised unit trust consultants; and
- our authorised distribution channels.

For more details on the lists of registered unit trust consultants and authorised distribution channels (as and when appointed by us), please contact us.

The address and contact numbers of our head office are disclosed as follows: -

B-19-2, Northpoint Offices,
Mid Valley City,
No.1, Medan Syed Putra Utara,
59200 Kuala Lumpur
Telephone: 603 2288 8882
Client Services: 603 2288 8833
Facsimile: 603 2288 8889



Opus Asset Management Sdn Bhd

199601042272 (414625-T)

B-19-2, Northpoint Offices,

Mid Valley City,

No. 1, Medan Syed Putra Utara,

59200 Kuala Lumpur, Malaysia.

General Line: +603 2288 8882

Client Services: +603 2288 8833

Fax: +603 2288 8889

Website: www.opusasset.com