



# ASEAN Equity Fund

## PROSPECTUS

### Manager

**SATURNA SDN BHD** (Company No. 342171-V)

### Trustee

**SCBMB Trustee Berhad** (Company No. 1005793-T)

This Prospectus is dated 12 February 2018.

The date of constitution of the ASEAN Equity Fund is 16 December 2013.

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

**FOR INFORMATION CONCERNING CERTAIN RISK FACTORS WHICH SHOULD BE CONSIDERED BY PROSPECTIVE INVESTORS, SEE "RISK FACTORS" COMMENCING ON PAGE 7.**

# RESPONSIBILITY STATEMENTS AND STATEMENTS OF DISCLAIMER

## RESPONSIBILITY STATEMENTS

This Prospectus has been reviewed and approved by the directors of Saturna 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 ASEAN Equity Fund and a copy of this Prospectus has been registered with the Securities Commission Malaysia.

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

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

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

## ADDITIONAL STATEMENTS

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

The ASEAN Equity Fund has been certified as Shariah-compliant by the Shariah Advisor appointed for the Fund.

This Prospectus does not constitute an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorized or to any person to whom it is unlawful to make such offer or solicitation.

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## DEFINITIONS

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

<b>ASEAN</b>	The Association of Southeast Asian Nations, an economic organization of ten countries with 640 million people.
<b>Board</b>	The board of directors of the Manager.
<b>BURSA Malaysia</b>	The stock exchange managed and operated by Bursa Malaysia Securities Berhad.
<b>Business Day</b>	A day on which BURSA Malaysia is open for trading.
<b>CMSA</b>	The Capital Markets and Services Act 2007, as amended or modified.
<b>Deed</b>	The deed in respect of the Fund and any other supplemental deed that may be entered into between the Manager and the Trustee.
<b>Distributors</b>	Licensed security brokers and investment platforms worldwide with which the Manager has an agreement for the marketing and distribution of Units.
<b>Eligible Markets</b>	Means markets that are regulated by regulatory authorities, operate regularly, are open to the public and have adequate liquidity for the purposes of the Fund.
<b>Forward Pricing</b>	The Net Asset Value per Unit for the Fund calculated at the next valuation point after a purchase request or a redemption request, as the case may be, is received by the Manager.
<b>Fund</b>	The ASEAN Equity Fund.
<b>GST</b>	Goods and services tax which is applicable to any taxable supply of goods or services in accordance with the Goods and Services Tax Act 2014.
<b>Guidelines</b>	The Guidelines on Unit Trust Funds issued by the Securities Commission Malaysia, as may be amended from time to time.
<b>LPD</b>	Latest practicable date as at 30 November 2017. LPD is a date whereby the information disclosed remain relevant and current as at the date of the Prospectus.
<b>Long-term</b>	A period of more than 3 years.
<b>Manager/Saturna/us/our/we</b>	Saturna Sdn Bhd.
<b>MYR</b>	Malaysian Ringgit.
<b>Major ASEAN Exchanges</b>	The Philippine Stock Exchange Inc., The Stock Exchange of Thailand, BURSA Malaysia, Indonesia Stock Exchange and Singapore Exchange Ltd.
<b>Net Asset Value or NAV</b>	The value of all the Fund's assets less the value of all the Fund's liabilities at the valuation point. For the purpose of computing the administration fee, distribution fee, performance fee (if any) and annual trustee fee, the NAV is inclusive (that is, before any deduction) of the fees for the relevant day.
<b>NAV per Unit</b>	The NAV of the Fund divided by the total number of Units in circulation at the valuation point.
<b>Prospectus</b>	The disclosure document issued by the Manager describing the details of the Fund.
<b>Redemption Price</b>	The price payable to a Unit Holder pursuant to a redemption request by the Unit Holder and will be the NAV per Unit of the Fund.
<b>Securities Commission or SC</b>	The Securities Commission Malaysia.
<b>Selling Price</b>	The price payable by an Investor or a Unit Holder for the purchase of a Unit of the Fund and will be the NAV per Unit of the Fund.
<b>Shariah</b>	Islamic law, originating from the <i>Qur'an</i> (the holy book of Islam), and its practices and explanations rendered by the prophet Muhammad ( <i>pbuh</i> ) and <i>ijtihad of ulamak</i> (personal effort by qualified Shariah scholars to determine the true ruling of the divine law on matters whose revelations are not explicit).
<b>Shariah Adviser</b>	Amanie Advisors Sdn Bhd.
<b>Shariah requirements</b>	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 each element must meet all the necessary conditions required by the Shariah for that element.
<b>Trustee</b>	SCBMB Trustee Berhad.
<b>Unit(s)</b>	A measurement of the right or interest of a Unit Holder in the Fund.
<b>Unit Holder or Investor</b>	The person registered as a holder of a Unit or Units including persons jointly registered for the Fund.

## CORPORATE DIRECTORY

### MANAGER

Saturna Sdn Bhd (342171-V)

#### Registered Office

15-B, Jalan Tun Mohd Fuad 3  
Taman Tun Dr. Ismail  
60000 Kuala Lumpur  
Tel No: 03- 7726 8128

#### Business Office

Suite 5.03, 5<sup>th</sup> Floor  
Menara Atlan, 161-B Jalan Ampang  
50450 Kuala Lumpur  
Tel No: 03-2164 5303  
Fax No: 03-2164 5308  
Email: info@saturna.com.my  
Website: www.saturna.com.my

### TRUSTEE

SCBMB Trustee Berhad (1005793-T)

#### Registered Office

Level 16, Menara Standard Chartered  
30, Jalan Sultan Ismail  
50250 Kuala Lumpur  
Tel No: 03 – 2117 7777

#### Business Office

Level 13A, Menara Standard Chartered,  
30, Jalan Sultan Ismail,  
50250 Kuala Lumpur  
Tel No: 03- 2721 5047  
Fax No: 03-2711 6060  
Email: MY.Trustee@sc.com  
Website: sc.com/my

### SHARIAH ADVISERS

Amanie Advisors Sdn Bhd (684050-H)  
Level 33 Menara Binjai,  
No. 2 Jalan Binjai Off Jalan Ampang  
50450 Kuala Lumpur  
Tel No: 03-2181 8228  
Fax No: 03-2181 8219  
Email: info@amanieadvisors.com  
Website: amanieadvisors.com/new/

## FUND INFORMATION

### Name of the Fund

ASEAN Equity Fund

### Base Currency

Ringgit Malaysia (MYR)

### Fund Category

Shariah-compliant equity fund

### Fund Type

Growth

### Investment Objective

The Fund seeks to provide Long-term capital growth.

*Any material change to the investment objective of the Fund requires the Unit Holders' approval.*

### Investment Policy & Strategy

To achieve its objective, the Fund invests in a diversified portfolio of Shariah-compliant equities across the ASEAN region. Asset allocation decisions are made after a review of macroeconomic and currency trends in the Southeast Asian economies.

The Fund generally follows a value-oriented investment style, favouring companies with potential for earnings growth. The Manager analyses economic growth rates, interest rates, inflation, currencies and government policies. Stock selection criteria include improving fundamentals and solid growth potential at reasonable valuations. Stock valuation fundamentals considered are sales growth, profit margin, cash generation, earnings per share, return on equity, price earnings ratio and net tangible asset multiples.

The Fund's investments comply with Shariah requirements of Shariah Advisory Council of the SC for Malaysian securities and, as prescribed by its Shariah Advisor, for all other foreign securities. The Fund generally invests in investments for the Long-term, with annual portfolio turnover not expected to exceed 30%, given normal circumstances. The annual portfolio turnover is a measurement of how frequent the investments of the Fund are bought and sold by the Manager. The annual portfolio turnover is calculated by taking either the total amount of new investments purchased or the amount of investments sold, whichever is less, over a period of 12 months, divided by the NAV of the Fund.

The Fund invests in ASEAN countries which includes but are not limited to Malaysia, Singapore, Thailand, Indonesia and the Philippines. However, the Fund's investments in foreign markets are limited to Eligible Markets where the regulatory authority is an ordinary or associate member of the International Organization of Securities Commissions (IOSCO).

The Fund is actively managed, however, how active or the frequency of its trading strategy will depend on market opportunities.

### Temporary Defensive Positions

When the Manager considers the market, economic, political and other conditions to be adverse to the Fund, the Manager may adopt a temporary defensive positions that may be inconsistent with the Fund's investment strategy. At the discretion of the Manager, the Fund may temporarily increase its holdings in cash to respond to those conditions. In such circumstances, the Manager may temporarily allocate up to 100% of the Fund's NAV into Islamic money market instruments or placement in Islamic deposits with Islamic financial institutions.

## RISK FACTORS

All types of investments carry some degree of risks that may have an adverse effect on the price of the investments. Therefore, before making an investment decision, Investors are advised to consider the different types of risks that may affect the unit trust fund. Below are some of the general risks of investing in the unit trust fund and specific risks related to the ASEAN Equity Fund.

### General Risks of Investing in the Unit Trust 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 Net Asset Value.

#### Non-Compliance Risk

The Fund, the Manager and/or the Trustee may not comply with the provisions set out in the Deed or the law that governs the Fund. The Fund, the Manager and/or Trustee may not comply with operating procedures whether by oversight or by omission, or the Manager may act fraudulently or dishonestly. Such non-compliance may force the Manager to sell down securities of the fund at a loss to rectify the noncompliance and in turn may adversely affect the Unit Holders' investment. To mitigate this risk, the Manager has put in place internal controls to ensure its continuous compliance with laws, rules and regulations, prescribed practices and the Manager's internal policies and procedures.

#### Performance Risk

A failure of the Manager to display the requisite experience and expertise in making investment decisions for the Fund may jeopardize the Fund's performance. There is no guarantee the Fund will meet its investment objective of Long-term capital growth. Investors should be aware that no guarantee is given that they will receive returns on their investments, or that investors will get back their initial amount invested in full. In order to mitigate this risk, the implementation of internal controls and a structured investment process and operational procedures has been put in place by the Manager.

#### Operational Risk

Operational risk includes risks that arise from internal process of organisation. These may result from inadequacies or failure in processes, controls or projects due to fraud, unauthorised activities, error, omission, inefficiency, systems failure or from external events. Operational risk may affect the Unit Holder's investment negatively.

The Manager and Trustee have various control mechanisms at different levels throughout the organisation to monitor that the operational policy and procedures are being followed.

### Specific Risks related to the Fund

An investor should consider the specific risks when investing in the Fund; these may include but are not limited to:

#### Equity Securities Risk

Shariah-compliant equity securities may experience significant volatility in response to economic or market conditions or adverse events that affect a particular industry, sector, or company. The value of a particular Shariah-compliant equity securities may also fluctuate in response to activities of individual companies. This risk can adversely affect the prices of equities, which would negatively impact the performance of the Fund. To mitigate this risk, the Manager will conduct rigorous fundamental analysis of the Shariah-compliant equity securities.

#### Price Level Risk

Inflation may erode the value of Long-term contracts entered into by companies and may adversely affect companies that cannot raise prices at the same pace their costs increase. If companies' profitability decreases, the value of its equity shares will go down, thus affecting the value of Unit Holders' money invested in the Fund and the value of any returns thereof negatively; the opposite is true as well.

Deflation, being the decrease in the general price level of goods and services, may increase the relative value of debt and cash. Economies in recession have higher risk of deflation, which can encourage the hoarding of cash and deepen the recession. For example, during a downturn in the market, companies become more conservative with their cash and

do not spend on capital expenditures, increase of staff, etc. (cash hoarding). This action can result in a more drawn out recession (deepening); as companies spend less on capital expenditure, other companies sales go down and the value of equities of the company go down as well, thus affecting the Fund negatively.

### **Concentration Risk**

Investors should be aware of the Fund's possible concentration in a particular sector when investing in this Fund. Should the Fund's investments be concentrated in a sector that underperforms the general market, it could cause the Fund's overall results to suffer more than if the Fund was exposed to a less concentrated portfolio. The Fund may therefore be subject to a higher level of risk than a more diversified portfolio.

### **Country Risk**

Investments of the Fund in any countries may be affected by changes in the economic and political climate, restriction on currency repatriation or other developments in the law or regulations of the countries in which the Fund invests in. For example, the deteriorating economic condition of such countries may adversely affect the value of the investments undertaken by the Fund in those affected countries. This in turn may cause the Net Asset Value of the Fund or prices of Units to fall.

### **Currency Risk**

As the investments of the Fund may be denominated in currencies other than the base currency, any fluctuation in the exchange rate between the base currency and the currencies in which the investments are denominated may have an impact on the value of these investments. Investors should be aware that if the currencies in which the investments are denominated depreciate against the base currency, this will have an adverse effect on the NAV of the Fund in the base currency and vice versa. Investors should note that any gains or losses arising from the fluctuation in the exchange rate may further increase or decrease the returns of the investment.

### **Active Investment Risk**

The Fund's active investment strategy means the number and weights of holdings in the Fund's portfolio may deviate significantly from the components of the benchmark, which may result in the Fund's performance failing to match or exceed the performance of the benchmark.

### **Reclassification of Shariah Status Risk**

This risk refers to the risk that the currently held Shariah-compliant equities in the Fund may be reclassified as Shariah non-compliant in the periodic review of the equities by the Shariah Advisory Council of the Securities Commission Malaysia, the Shariah Advisor or the Shariah boards of the relevant Islamic indices. If this occurs, the Manager will take the necessary steps to dispose such equities. There may be opportunity loss to the Fund due to the Fund not being allowed to retain the excess capital gains derived from the disposal of the Shariah non-compliant equities. The value of the Fund may be adversely affected when the Manager disposes of portfolio investments in unfavourable market conditions. Please refer to the Shariah Investment Guidelines on pages 11-12 for the Fund's Shariah methodology on the treatment of gains and losses as a result of the reclassification of Shariah non-compliant equities.

## **Risk Management Strategies and Techniques**

The Manager seeks to mitigate the above risks by investing in a diversified portfolio of Shariah-compliant securities, thus spreading the element of risk. Diversification can be achieved by investing in various companies across different industries/sectors and major ASEAN Exchanges that are uncorrelated. In addition, the Manager undertakes an active bottom-up investment approach to ensure that the fundamentals of the stocks invested in are favourable.

The risk management strategies adopted by the Manager are as follows:

- monitoring adherence to the Fund's investment objective, investment restrictions and limits;
- conduct regular monitoring of market and economic conditions;
- escalating and reporting investment matters to the investment committee, senior management team, risk committee, Shariah Advisor and board of directors;
- taking temporary defensive positions when appropriate; and
- monitoring the performance of the Fund.



The above list of risks may not be exhaustive. While every care will be taken by the Manager to mitigate the risk, Investors should be aware that investments in the Fund may be exposed to other risks of an exceptional nature from time to time. Events affecting investments cannot always be foreseen and it is not 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 Advisor(s), e.g. their bankers, lawyers, stockbrokers or professional Advisors for a better understanding of investment risks.

## Asset Allocation

Limits	Investment instruments
At least 70% of the Fund's NAV	Shariah-compliant equities in ASEAN countries.
Up to 30% of the Fund's NAV	Islamic liquid assets including Islamic money market instruments and Islamic deposits with Islamic financial institutions.

## Performance Benchmark

Dow Jones Islamic Market ASEAN Index. (Source: [www.djindexes.com/islamicmarket/](http://www.djindexes.com/islamicmarket/))

Note: The benchmark is used as a yardstick to assess the performance of the Fund only.

*The risk profile of the Fund is different from the risk profile of the benchmark.*

## Permitted Investments

The Fund is permitted to invest in the following:

- Shariah-compliant equities;
- Islamic money market instruments;
- Islamic deposits; and
- Any other form of investment in line with the objective of the Fund, as may be agreed upon by the Manager and Shariah Advisor.

## Investment Restrictions and Limits

The Fund is prohibited from investing in Shariah non-compliant equities, options, derivatives, and equities of companies with high levels of debt (defined as total debt exceeding 30% of market capitalization).

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

- The value of the Fund's investments in unlisted Shariah-compliant securities must not exceed 10% of the Fund's NAV. However, this limit does not apply to unlisted Shariah-compliant securities that are not listed or quoted on a stock exchange but have been approved by the regulatory authority for such listing and quotation and are offered directly to the Fund by the issuer and sukuk traded on an organised over-the-counter (OTC) market;
- The value of the Fund's investments in Shariah-compliant ordinary shares issued by any single issuer must not exceed 10% of the Fund's NAV;
- The value of the Fund's investments in transferable Shariah-compliant securities and Islamic money market instruments issued by any single issuer must not exceed 15% of the Fund's NAV;
- The value of the Fund's placement in Islamic deposits with any single institution must not exceed 20% of the Fund's NAV;
- The aggregate value of the Fund's investments in transferable Shariah-compliant securities, Islamic money market instruments and Islamic deposits issued by or placed with any single issuer or institution must not exceed 25% of the Fund's NAV;
- The value of the Fund's investments in transferable Shariah-compliant securities and Islamic money market instruments issued by any group of companies must not exceed 20% of the Fund's NAV;

- The Fund’s investments in transferable Shariah-compliant securities (other than sukuk) must not exceed 10% of the securities issued by any single issuer;
- The Fund’s investments in Islamic money market instruments must not exceed 10% of the instruments issued by any single issuer. However, this limit does not apply to Islamic money market instruments that do not have a predetermined issue size;
- The value of the Fund’s investments in units or shares of any Islamic collective investment scheme must not exceed 20% of the Fund’s NAV.
- The Fund’s investments in Islamic collective investment schemes must not exceed 25% of the units or shares in any one collective investment scheme.
- The Fund may invest only in Shariah-compliant equity securities traded on Eligible Markets.
- There are no restrictions and limits imposed on securities or instruments issued or guaranteed by the Malaysian government or Bank Negara Malaysia.

The above investment restrictions and limits must 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 the restrictions or limits is permitted where it is breached through an appreciation or depreciation of the Fund’s NAV (whether as a result of an appreciation or depreciation in value of the Fund’s investments or as a result of redemption of Units or payment made from the Fund).

The Manager will not make any further acquisitions to which the relevant restriction or limit is violated. Within a reasonable period of three (3) months from the violation date, the Manager shall take all necessary steps to rectify the violation.

### Securities as a Result of Corporate Actions

The Fund may hold various instruments received solely as a result of owning the equity shares of issuers engaging in certain corporate actions. Such instruments may include, but are not limited to, warrants and rights on the underlying issue. Although these instruments may be considered derivatives, the Manager may hold or dispose of these instruments according to its discretion.

### Bases for Valuation of the Assets of the Fund

Investment Instruments	Valuation Basis
Shariah-compliant securities listed on any exchange	Valuation of securities should be based on market price. However, if: <ul style="list-style-type: none"> <li>• a valuation based on the market price does not represent the fair value of the securities, e.g. during abnormal market conditions; or</li> <li>• no market price is available, including in the event of a suspension in the quotation of the securities for a period exceeding fourteen (14) days, or such a shorter period as agreed by the Trustee,</li> </ul> then the securities should be valued at fair value, as determined in good faith by the Manager based on the methods or bases approved by the Trustee after appropriate technical consultation.
Islamic money market instruments	Investments in Islamic money market instruments are valued daily at book cost, meaning cost of acquisition plus accretion of discount.
Placement in Islamic deposits	Valuation for Islamic deposits placed with Islamic financial institutions, will be performed by reference to the principal value provided by the Islamic financial institution that issues or provides such investments including profits accrued thereon for the relevant period, if any.
Any other instruments	Fair value as determined in good faith by the Manager, on methods or bases which have been verified by the auditors of the Fund and approved by the Trustee.

## Shariah Investment Guidelines

The Shariah Advisor monitors the operations and investments of the Fund in accordance with the Shariah investment guidelines. To ensure compliance with Shariah principles, the Shariah Advisor reviews the Fund operations and investments every month.

The Shariah investment guidelines stipulate that investments in shares of companies identified as morally deficient, such as those related to alcohol, tobacco, gambling, pork processing, and pornography are prohibited. In addition, because Shariah law prohibits the charging of interest (riba), investments in many financial companies are excluded. The Manager provides the Shariah Advisor with a monthly report on the holdings and transactions of the Fund.

Shariah investing requires that companies that do not comply with Shariah law are not considered for purchase. Securities of companies that fail to pass a series of financial ratio filters are also excluded from consideration.

The Fund does not invest in debt instruments and investments that might be considered as speculative, such as derivatives. As the Fund does not speculate, it does not engage in short-term trading and normally holds its investments for several years.

### Rules on divestment of Shariah non-compliant securities

In the event the following investment instances occur in the Fund, the rules below shall be executed by the Manager:

#### ***“Shariah-compliant securities” which are subsequently considered “Shariah non-compliant”***

This refers to those securities which were earlier classified as Shariah-compliant securities but are subsequently reclassified as Shariah non-compliant. In this regard, if on the date the securities turned Shariah non-compliant, the respective market price of Shariah non-compliant securities exceeds or is equal to the original investment cost, the Manager must liquidate them. Since it is not always feasible to liquidate an entire position in one day, any dividends received and excess capital gains from the disposal of the Shariah non-compliant securities after the date of the announcement at a market price that is higher than the closing price on the date of the announcement shall be recorded for reporting in the annual report in the section on purification.

On the other hand, the Fund is allowed to hold the investment in the Shariah non-compliant securities if the market price of the said securities is below the Fund's original investment costs. It is also permissible for the Fund to keep the dividends received during the holding period until such time when the total amount of dividends received and the market value of the Shariah non-compliant securities held equal the original investment cost. The Fund is allowed to hold such investment until breakeven.

#### ***Shariah non-compliant securities***

If the Manager mistakenly invests in Shariah non-compliant securities, the Manager needs to dispose of any Shariah non-compliant securities, within a month of becoming aware of the status of the securities. Any gain made in the form of capital gain or dividend received before or after the disposal of the securities shall be handled in the same manner as purification, detailed in “Purification Guidelines” section below. The Fund has a right to retain only the original investment cost, which may include brokerage fees and other transaction costs. If the disposal of the investment resulted in losses to the Fund, the losses are to be borne by the Manager.

### Purification Guidelines

Under the Shariah principles, any income or distribution received by the Fund from investments in its portfolio which relates to income from Shariah non-compliant investments are considered as impure income. This impure income is subject to an income purification process.

Income purification is calculated on two criteria:

- Benefit of riba-based loan (in cases where the companies obtain riba based loans); and
- Haram income, regardless of the sources.

The process of income purification is calculated as follows:

In the case of companies which are involved in riba-based loans, purification of the benefit arising out of money obtained through riba-based loans is done as follows:

- Total amount of riba-based loans of the company is divided over the company's assets;
- The result is then multiplied over total net dividend received by the Fund;
- The result would be total net dividend received by the Fund arising out of riba-based loans; and
- The amount would then be divided into two, capital and labour; capital is to be purified. The portion arising out of capital must be purified because the capital was obtained from Shariah non-compliant source while the portion arising out of the labour is allowed to be kept because the business activities are permissible. Purification of benefit from riba-based loans shall not be carried out when the companies are not paying any dividend. For short-term riba-based loans, purification shall be carried out in accordance with the tenure of the loan over the financial period.

In case of non-permissible or **haram income**, purification must be carried out on the total income regardless of the source of income or whether the company has gained profit or otherwise and whether dividend has been distributed or otherwise. In cases where the actual amount of the non-permissible or haram income could not be obtained, such amount shall be estimated. Purification in this scenario shall be carried out by dividing the total haram income over total shares of the company and multiplied by the average number of shares owned by the Fund during the period. The purification amount would then be pro-rated according to the period of holding. The purification amount shall be deposited into a separate account which is segregated from the account of the Fund. The Manager shall distribute the purification amount to the Unit Holders, pro rata, as soon as possible with consultation of the Shariah Advisor.

The Manager must inform Unit Holder that they are obliged to purify their specific purification amount in accordance with the Shariah principles by channelling it to Baitulmal and/or any charitable bodies.

The Fund's purification method has been approved by the Shariah Advisor.

## FEES, CHARGES AND EXPENSES

### No direct fees or charges

The Fund seeks to minimize the expenses of Investors. There is no sales charge, redemption charge, transfer fee and switching fee payable by you.

### Indirect fees and expenses

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

### Fees payable to the Manager

An **administration fee** of 0.25% per annum of the NAV of the Fund is paid to the Manager. The fee is accrued daily and paid monthly out of the Fund. The Manager's administration duties include the following:

- Maintaining the books and records of the Fund;
- Determining the daily NAV per Unit of the Fund;
- Maintaining Unit Holders' accounts, including the processing of purchases and redemptions;
- Complying with anti-money laundering procedures for all transactions;
- Complying with Foreign Account Tax Compliance Act obligations for United States investors;
- Preparing reports on the Fund, its performance, and investments for Unit Holders;
- Preparing reports for the SC or any other regulator as requested;
- Payment of expenses relating to the issuance and replacement of this Prospectus;
- Payment of expenses relating to the Board;
- Payment of expenses relating to the Shariah Advisor;
- Calculation of purification income;
- Convening meetings of the Unit Holders other than for the benefit of the Manager or Trustee;
- Other services required in the Deed.

An illustration on how the administration fee is calculated:

$$\text{Administration fee for the day} = \text{NAV} \times 0.25\% / 365$$

Example:

If the NAV of the Fund is MYR 20 million, then

$$\begin{aligned} \text{Administration fee for the day} &= \text{MYR } 20 \text{ million} \times 0.25\% / 365 \\ &= \text{MYR } 136.99 \end{aligned}$$

A **distribution fee** of 0.25% per annum of the NAV of the Fund is paid to the Manager in relation to the Fund's distribution plan (see page 22). The fee is accrued daily and paid monthly out of the Fund.

An illustration on how the distribution fee is calculated:

$$\text{Distribution fee for the day} = \text{NAV} \times 0.25\% / 365$$

Example:

If the NAV of the Fund is MYR 20 million, then

$$\begin{aligned} \text{Distribution fee for the day} &= \text{MYR } 20 \text{ million} \times 0.25\% / 365 \\ &= \text{MYR } 136.99 \end{aligned}$$

A **performance fee** of 10% of the gross asset value that cumulatively increases or decreases (excluding subscriptions and redemptions) for each day in the financial year. Please note that neither a benchmark nor a high water mark is considered in computation of the performance fee.

In the opinion of the Shariah Advisor of the Fund, taking a percentage of profit is better than charging a flat fee. As such, the Manager receives investment management compensation only from the daily increase in the gross asset value (excluding subscriptions and redemptions) of the Fund. Please note that the higher return of the Fund, the higher the performance fee charged to the Fund. The Manager receives no investment management compensation based on assets.

In computing the daily NAV per unit, the accrued performance fee is included with the other accrued fees as mentioned in this section, namely administration fee (0.25%), distribution fee (0.25%) and trustee fee (0.05%). In total, these fees amount to 0.55% annually.

#### Illustration of performance fee at the beginning of financial year:

Assuming that on 1<sup>st</sup> January (day 1), NAV of the Fund is MYR20 million, with 20 million units in circulation at per unit price of MYR1.00. On 2<sup>nd</sup> January, the gross asset value of the Fund increased by 0.5% and no redemptions or additional subscriptions were made. Computations are rounded to the nearest number (except for the unit price), without showing the GST.

#### Day 2

	MYR
NAV on 1 <sup>st</sup> January	20,000,000
Unit price for 20 million units on 1 <sup>st</sup> January	1.0000
0.5% increase in gross asset value on 2 <sup>nd</sup> January (20,000,000 x 1.005)	20,100,000
Increased amount of gross asset value (20,100,000 – 20,000,000)	100,000
Other daily accrued fees (20,100,000 x 0.55%) /365	(303)
Daily performance fee accrual (100,000 x 10%)	(10,000)
NAV before subscription/redemption on 2 <sup>nd</sup> January (20,100,000 – 303 – 10,000)	20,089,697
Subscription/(redemption)	0
NAV incorporating subscription/redemption on 2 <sup>nd</sup> January	20,089,697
Unit price on 2 <sup>nd</sup> January (20,089,697 /20 million units)	1.0045
Cumulative performance fee accrual	10,000

On 2<sup>nd</sup> January, the investment value of the Fund increased by MYR100,000 (MYR20,000,000 x 0.5%) compared to the previous day. Performance fee of MYR10,000 charged to the Fund is derived by multiplying the increased amount of gross asset value with 10% (MYR100,000 x 10%).

#### Day 3

On 3<sup>rd</sup> January, assuming the gross asset value decreased by 3%, subscription of MYR2 million was received and no redemption was made.

	MYR
NAV on 2 <sup>nd</sup> January	20,089,697
Unit price on 2 <sup>nd</sup> January	1.0045
3% decrease in gross asset value on 3 <sup>rd</sup> January (20,089,697 x 0.97)	19,487,006
Decreased amount of gross asset value (19,487,006 – 20,089,697)	(602,691)
Other daily accrued fees (19,487,006 x 0.55%) /365	(294)
Daily performance fee accrual (-602,691 x 10%)	60,269
NAV on 3 <sup>rd</sup> January before subscription/redemption (19,487,006 – 294 + 60,269)	19,546,981
Unit price before subscription/redemption (19,546,981/20 million unit)	0.9773
Subscription/(redemption)	2,000,000
NAV incorporating subscription/redemption on 3 <sup>rd</sup> January	21,546,981
No. of unit after additional subscription (20,000,000 + (2,000,000/0.9773))	22,046,455 units
Unit price on 3 <sup>rd</sup> January (21,546,981/22,046,455)	0.9773
Cumulative performance fee accrual (10,000 – 60,269)	(50,269)

On 3<sup>rd</sup> January, the investment value of the Fund decreased by MYR602,691 (MYR20,089,697 x 0.97) compared to the previous day. The decrease resulted in the performance fee of MYR60,269 (MYR 602,691 x 10%) being added back (reversed) to the Fund. The cumulative performance fee accrual became negative MYR 50,269 (60,269-10,000). Please note that that the subscription of MYR 2 million is not taken into consideration when the performance fee is computed.

#### Day 4

On 4<sup>th</sup> January, assuming no change in gross asset value, redemption of MYR 3 million was made and no subscription was received.

	MYR
NAV on 3 <sup>rd</sup> January	21,546,981
Unit price on 3 <sup>rd</sup> January	0.9773
No change in gross asset value on 4 <sup>th</sup> January	21,546,981
Other daily accrued fees (21,546,981 x 0.55%)/365	(325)
Daily performance fee accrual (0 x 10%)	0
NAV on 4 <sup>th</sup> January before subscription/redemption (21,546,981 – 325 + 0)	21,546,656
Unit price before subscription/redemption (21,546,656/22,046,455 units)	0.9773
Subscription/(redemption)	(3,000,000)
NAV incorporating subscription/redemption on 4 January	18,546,656
No. of unit after redemption 22,046,455 – (3,000,000/0.9773)	18,976,773 units
Unit price on 4 <sup>th</sup> January (18,546,656/18,976,773 units)	0.9773
Cumulative performance fee accrual [0 + (-50,269)]	(50,269)

On 4<sup>th</sup> January, investment of the Fund resulted in nil returns, therefore the gross asset value remains at MYR21,546,981 and no performance is imposed on the Fund. The redemption of MYR3 million has resulted in number of units reduced by 3,069,682 (MYR3 million divided by 0.9773), to 18,976,773. The cumulative performance fee accrual remained at -MYR50,269. Please note that the redemption of MYR3 million is not taken into consideration when the performance fee is computed.

#### Illustration of performance fee at the end of financial year:

The performance fee is accrued daily, and paid on the last day of the financial year. Assume that the NAV on 30<sup>th</sup> December is MYR25 million, 20 million units in circulation, priced at MYR1.25 per unit and cumulative amount of performance fee is MYR12,000. On 31<sup>st</sup> December, the gross asset value of the Fund decreased by 0.5%, no subscriptions and redemptions were received.

31 <sup>st</sup> December (last day of the Fund's financial year)	MYR
NAV of previous day (30 <sup>th</sup> December)	25,000,000
Unit price of previous day (30 <sup>th</sup> December)	1.2500
0.5% decrease in gross asset value on 31 <sup>st</sup> December (25,000,000 x 0.995)	24,875,000
Decrease amount of gross asset value (25,000,000 - 24,875,000)	(125,000)
Other daily accrued fees (24,875,000 x 0.55%)/365	(375)
Daily performance fee accrual (-125,000 x 10%)	12,500
NAV on 31 <sup>st</sup> December before subscription/redemption (24,875,000 – 375 + 12,500)	24,887,125
Subscription/(redemption)	0
NAV incorporating subscription/redemption on 31 December	24,887,125
Unit price on 31 <sup>st</sup> December (24,887,125/20 million units)	1.2444
Cumulative performance fee accrual (12,000 - 12,500)	(500)

On 31<sup>st</sup> December, the investment value of the Fund decreased by MYR125,000 (MYR25,000,000 x 0.5%) compared to the previous day. The decrease resulted in the performance fee of MYR12,500 (MYR 125,000 x 10%) being added back (reversed) to the Fund. Cumulative performance fee accrual becomes -MYR500 (MYR12,000 – MYR12,500). Hence no performance fee is paid to the Manager for the financial year.

## Illustration of performance fee at the beginning of the following financial year:

1st January of the following financial year (first day of financial year)	MYR
NAV of previous day ( 31st December)	24,887,125
Unit price of previous day (31st December)	1.2444
1% increase in gross asset value on 1st January (24,887,125 x 1.01)	25,135,996
Changes in amount of gross asset value (25,135,996 - 24,887,125)	248,871
Other daily accrued fees (25,135,996 x 0.55%)/365	(379)
Daily performance fee accrual (248,871 x 10%)	(24,887)
NAV on 1st January before subscription/redemption (25,135,996 - 379 – 24,887)	25,110,730
Subscription/(redemption)	0
NAV incorporating subscription/redemption on 1st January	25,110,730
Unit price on 1st January (25,110,730/20 million units)	1.2555
Cumulative performance fee accrual	24,887

On the first day of financial year (1<sup>st</sup> January of the following year), there is 1% increase on the gross asset value of the Fund. Performance fee is chargeable for this day without carrying forward the cumulative performance fee accrual on 31<sup>st</sup> December of previous year. The Manager only earns a performance fee at each financial year end when the accrual is positive, but is not obliged to pay the Fund when the accrual is negative. The cumulative accrual starts at zero at the beginning of each financial year. In this illustration, the performance fee at the beginning of the financial year started with MYR24,887.

### Fees payable to the Trustee

The Trustee is entitled to a trustee fee of 0.05% per annum of the NAV of the Fund (excluding foreign sub-custodian fees and charges) that is accrued daily and paid monthly.

An illustration on how the trustee fee is calculated:

$$\text{Trustee fee for the day} = \text{NAV} \times 0.05\% / 365$$

Example:

If the NAV of the Fund is MYR 20 million, then

$$\begin{aligned} \text{Trustee fee for the day} &= \text{MYR 20 million} \times 0.05\% / 365 \\ &= \text{MYR 27.40} \end{aligned}$$



## Illustration on the impact of fees on the returns of Unit Holder's investment

### Assumptions:

Unit Holder A invests into the Fund for 3 years with initial investment amount of MYR 100,000, subscribed at MYR1.00 per unit, equivalent to 100,000 units. No redemptions or additional subscriptions were made throughout the 3-year period. The gross investment returns are -10% on year 1, 0% on year 2 and +10% on year 3. The illustrations shown on yearly basis, rounded to the nearest number (except for the unit price) and exclude GST. Other accrued fees, as mentioned in this section, are administration fee (0.25%), distribution fee (0.25%) and trustee fee (0.05%). In total, these fees amount to 0.55% annually.

### Year 1

Investment at the beginning of year is MYR 100,000 equivalent to 100,000 units at MYR 1.000 per unit. At the end of year 1, with return of -10%, the investment value of Unit Holder A decreases from MYR 100,000 to MYR 90,000.

	MYR
Initial investment of 100,000 units	100,000
Sales charge for initial investment	0
Investment value at the beginning of year	100,000
investment value at the end of year 1 (100,000 x 0.9)	90,000
Less: Other accrued fees (90,000 x 0.55%)	(495)
Less: Performance fee	0
Investment value for 100,000 units at the end of year 1	89,505

At the end of year 1, no performance fee charged because the Fund had a negative return of 10%. The investment value of Unit Holder A reduced from MYR100,000 to MYR89,505.

### Year 2

Nil (0%) investment return at the end of year 2.

	MYR
Investment value at the beginning of year 2	89,505
Investment value at the end of year 2 (0% investment return)	89,505
Less: Other accrued fees (89,505 x 0.55%)	(492)
Less: Performance fee	0
Investment value for 100,000 units at the end of year 2	89,013

At the end of year 2, no performance fee charged because the investment return is 0%. The investment value of Unit Holder A reduces from MYR89,505 to MYR89,013 due to deduction of other accrued fees.

### Year 3

At the end of year 3 the Fund has positive investment return of 10%.

	MYR
Investment value at the beginning of year 3	89,013
Investment value the end of year 3 (89,013 x 1.1)	97,914
Less: Other accrued fees (97,914 x 0.55%)	(539)
Less: Performance fee (97,914 – 89,013) x 10%	(890)
Investment value for 100,000 units at the end of year 3	96,484

Performance fee is charged on year 3 because there is an increase in fund's value by 10%.

*Please note that all the calculations set out above are for illustration purposes only. It does not provide any indication for the performance of the fund.*

## Fund Expenses

Only expenses directly related and necessary in operating and administering the Fund as provided in the Deed may be paid out of the Fund. These include the following:

- commissions or fees paid to dealers or brokers in effecting dealings in the investments of the Fund;
- taxes and other duties charged on the Fund by the government and/or other authorities;
- costs, fees and expenses properly incurred by the auditors appointed for the Fund;
- costs, fees and expenses incurred for the valuation of any investment of the Fund by independent valuers for the benefit of the Fund;
- costs, fees and expenses incurred for any modification of the Deed save where such modification is for the benefit of the Manager and/or the Trustee;
- costs, fees and expenses incurred for any meeting of the Unit Holders save where such meeting is convened for the benefit of the Manager and/or the Trustee;
- costs, commissions, fees and expenses of the sale, purchase, insurance and any other dealing of any asset of the Fund;
- costs, fees and expenses incurred in engaging any specialist approved by the Trustee for investigating or evaluating any proposed investment of the Fund;
- costs, fees and expenses incurred in engaging any valuer, advisor or contractor for the benefit of the Fund;
- costs, fees and expenses incurred in the preparation and audit of the taxation, returns and accounts of the Fund;
- costs, fees and expenses incurred in the termination of the Fund or the removal of the Trustee or the Manager and the appointment of a new trustee or management company;
- costs, fees and expenses incurred in relation to any arbitration or other proceedings concerning the Fund or any asset of the Fund, including proceedings against the Trustee or the Manager by the other for the benefit of the Fund (save to the extent that legal costs incurred for the defence of either of them are not ordered by the court to be reimbursed by the Fund);
- remuneration and out of pocket expenses of the independent members of the investment committee of the Fund, unless the Manager decides otherwise;
- costs, fees and expenses deemed by the Manager to have been incurred in connection with any change or the need to comply with any change or introduction of any law, regulation or requirement (whether or not having the force of law) of any governmental or regulatory authority; • (where the custodial function is delegated by the Trustee) charges and fees paid to sub-custodians taking into custody any foreign assets or investments of the Fund, if any;
- expenses and charges incurred in connection with the printing and postage for the annual or interim report, tax certificates, reinvestment statements and other services associated with the administration of the Fund;
- all costs and expenses associated with the distributions declared pursuant to the Deed and the payment of such distribution including without limitation fees, costs and/or expenses for the revalidation or reissuance of any distribution cheque or warrant or telegraphic transfer; and
- any tax such as GST and/or other indirect or similar 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.

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

## Goods and Services Tax

All fees, charges and expenses payable by the Unit Holder are subject to goods and services tax ("GST") at a rate of 6% or such other prescribed rate, and incurred by the Unit Holder indirectly when investing in the Fund. The fees, charges and expenses disclosed are exclusive of GST or any other taxes or duties that may be imposed by the government or other authorities from time to time.

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

## TRANSACTION INFORMATION

### Valuation Point

The Fund must be valued at least once every Business Day. However, certain foreign markets in which the Fund may invest in have different time zones from that of Malaysia.

Accordingly, the valuation of the Fund will be carried out on the following Business Day when the closing prices of the foreign markets become available. As such, the daily price of the Units for a particular Business Day will be published one (1) Business Day later.

Currency translation of foreign securities to the Fund's base currency (RM) shall be based on the bid exchange rate quoted by Bloomberg or Reuters at UK time 4.00 p.m. which is equivalent to 11.00 p.m. or 12.00 a.m. midnight (Malaysian time) on the same day, or such other time as prescribed from time to time by FIMM or any relevant laws.

The Unit price (i.e. NAV per Unit of the Fund) for a Business Day is available at [www.saturna.com.my](http://www.saturna.com.my).

### Computation of NAV and NAV per Unit

The NAV of the Fund is determined daily at the valuation point by deducting the value of the Fund's liabilities from the value of the Fund's assets. For the purpose of computing the administration fee, distribution fee, performance fee (if any) and annual trustee fee, the NAV of the Fund is inclusive of the fees for the relevant day. The NAV per Unit is then determined by dividing the NAV of the Fund by the number of Units in circulation at the valuation point.

#### An illustration on how the NAV and NAV per Unit is calculated:

	<b>MYR</b>
Investments	19,800,000
Add: Other Assets	300,000
Total Assets	20,100,000
Less: Liabilities	100,000
NAV before deducting administration fee, distribution fee and trustee fee for the day	20,000,000
Less: administration fee and distribution fee for the day (0.25% + 0.25% per annum)	(273.97)
Less: performance fee** for the day (10% of increased amount of gross asset value (excluding subscription and redemption for the day)	(1,000)
Less: trustee fee for the day (0.05% per annum)	(27.40)
Less: GST for administration fee, distribution fee and performance fee 6%*	(78.08)
<b>NAV of the Fund</b>	<b>19,998,620.55</b>
Number of Units in circulation	19,000,000 units
<b>NAV per Unit (rounded to 4 decimal places)</b>	<b>1.0526</b>

\* Assuming that the difference of NAV from previous day is MYR10,000, performance fee is 10% x MYR10,000 = MYR1,000

\*\* GST is implemented at a standard rate of 6%. The administration fee, distribution fee, performance fee and trustee fee charged to the Fund are subject to GST as illustrated above.

### Rounding Adjustment

The NAV per Unit of the Fund will be rounded up to four decimal places or as agreed between the Manager and Trustee.

### Pricing of Units

#### Single Pricing Regime

The Manager adopts a single pricing regime in calculating a Unit Holder's purchase and redemption of Units. This means that all purchases and redemptions are transacted on a single price (i.e. NAV per Unit). Unit Holders would therefore purchase and redeem Units at NAV per Unit. The Selling Price per Unit and Redemption Price per Unit are based on Forward Pricing.

## Selling Price of Units

The Selling Price of a Unit for the Fund is the NAV per Unit of the Fund at the next valuation point after the request to purchase Units is received by the Manager (Forward Pricing). The Manager does not impose any sales charge on the purchase of Units by the Unit Holders.

### Calculation of Selling Price

Illustration – Sale of Units without sales charge

Example:

If an investor wishes to invest RM10,000 in the Fund before 4.00 p.m. on 30 September 2016, and there is no sales charge imposed, the total amount to be paid by the investor and the number of Units issued to an investor will be as follows:

Sales charge payable by an investor =  $0 \times \text{RM}10,000 = 0$

The total amount to be paid by an investor for his or her investment will therefore be:  $\text{RM}10,000 + 0 = \text{RM}10,000$

Assuming that the NAV per Unit of the Fund on 30 September 2016 = RM1.0000

The number of Units that will be issued to the investor will be:

$\text{RM}10,000.00$  divided by  $\text{RM}1.0000 = 10,000$  Units

## Redemption Price of Units

The Redemption Price of a Unit of the Fund is the NAV per Unit at the next valuation point after the redemption request is received by the Manager (Forward Pricing). The Manager does not impose any redemption charge on the redemption of Units by the Unit Holders.

### Calculation of Redemption Price

Illustration – Redemption of Units without redemption charge

Example:

If a Unit Holder wishes to redeem 10,000 Units from the Fund before 4.00 p.m. on any Business Day and there is no redemption charge imposed, the total amount to be paid to the Unit Holder will be as follows:

Assuming that the NAV per Unit of the Fund on 30 September 2016 = RM1.0000

Amount redeemed would be:  $10,000 \text{ Units} \times \text{RM}1.000 = \text{RM}10,000$

Redemption charge would be:  $0 \times \text{RM}10,000 = 0$

The total amount to be paid to the Unit Holder will be  $\text{RM}10,000 - 0 = \text{RM}10,000$

Therefore, the Unit Holder will receive RM10,000 as redemption proceeds.

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

## Error in Pricing of Units

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

- If there is an over valuation and/or pricing in relation to the purchase and creation of Units, the Fund shall reimburse the Unit Holder;
- If there is an over valuation and/or pricing in relation to the repurchase of Units, the Manager shall reimburse the Fund;
- If there is an under valuation and/or pricing in relation to the purchase and creation of Units, the Manager shall reimburse the Fund; and
- If there is an under valuation and/or pricing in relation to the repurchase of Units, the Fund shall reimburse the Unit Holder or former Unit Holder.

The Manager retains discretion in whether or not to reimburse if the error is below 0.5% of the NAV per Unit or where the total impact on an individual account is less than MYR10.00 in absolute amount. This is because the reprocessing costs might be greater than the amount of the reimbursement.

## TRANSACTION DETAILS

### Purchase of Units

Investors can purchase and redeem Units of the Fund at the Manager's business office and the appointed Distributors. Please refer to "List of Distributors" on page 43 of this Prospectus.

The minimum initial investment is MYR2,000 or such other lower amount as the Manager may decide from time to time. Existing Unit Holders may make additional minimum investments of MYR200 or such other lower amount as the Manager may decide from time to time. Investors can obtain the Prospectus and investment forms from the Manager at [www.saturna.com.my](http://www.saturna.com.my) or from an authorized Distributor.

Any purchase request received or deemed to have been received after 4:00 p.m. on any Business Day will be deemed to be received on the following Business Day. The cut-off time will be determined based on the time and date stamp made by us.

### For first time Investors

Applications by individuals require a copy of the applicant's identity card or passport or other government issued documents of identification.

An application by a Malaysian corporation must be accompanied by a certified true copy of its memorandum and articles of association, certificate of incorporation, form 24, form 44, form 49, the latest audited financial statements of the corporation, board resolution relating to the investment, and a list of their authorized signatories and their respective specimen signatures.

An application by a non-Malaysian corporation must be accompanied by relevant corporate bylaws or charter, the latest audited financial statements of the corporation, board resolution relating to the investment, and a list of their authorized signatories and their respective specimen signatures.

### Redemption of Units

Unit Holders may request for redemption of Units by contacting the Manager on any Business Day by completing the redemption request form or such other manner as the Manager may accept. The redemption request form is available at the business office of the Manager and the offices of the authorized Distributors.

Any redemption request received or deemed to have been received after 4:00 p.m. on any Business Day will be deemed to be received on the following Business Day. The cut-off time will be determined based on the time and date stamp made by us.

There is no minimum redemption amount for redemption of Units and there are no restrictions on the frequency of redemption. There is no minimum holding for Units.

Redemption proceeds will be paid within three (3) Business Days from the date the Manager receives a complete redemption request form.

### Cooling-off Policy

A cooling-off right refers to the right of the Unit Holder to obtain a refund of his/her investment if he/she so requests within the cooling-off period. This is to allow Unit Holders the opportunity to reverse their investment decision that could have been unduly influenced by certain external elements or factors. Investors who are investing with the Manager for the first time may exercise their cooling-off right. However, the cooling-off right shall not extend to a corporation or institution, staff of the Manager and persons registered with a body approved by the SC to deal in unit trusts.

The cooling-off period is for a total of six (6) Business Days commencing from the date the application for Units is received by the Manager. Within the cooling-off period, the refund to the Unit Holders for every Unit held by the Unit Holders shall be the sum of:

- the price of the Units on the day the Units were purchased; and
- the sales charge originally imposed on the day the Units were purchased.

In other words, the Unit Holders shall be refunded their "original investment proceeds" within ten (10) days from the date of receipt of the cooling-off notice from the Unit Holders.

## Transfer Ownership of Units

Unit Holders are permitted to transfer their Units by completing the transfer application form and returning it to the Manager. The minimum transfer amount is 1,000 Units. The transferee must also be an Investor, and provide identification documents such as identification card, passport, or other proof of identity.

Requests for transfer of Units will not be allowed if the transfer effective date is less than fourteen (14) Business Days prior to an income distribution declaration date.

## Switching Between Funds

Switching is not available for this Fund.

## Income Distribution Policy

Subject to availability of income, distribution will be made on a yearly basis. All income distribution will be automatically reinvested in the form of additional Units at no additional cost at the date of distribution, unless the Unit Holder specifically requests, in the application or in writing, for distributions to be made via bank transfer. The Units will be reinvested based on the NAV per Unit on the first Business Day following the day the distribution is declared.

Any unclaimed distribution cheques will be automatically reinvested in additional Units at the expiry of the six-month validity period for cheques, based on the prevailing NAV per Unit seven (7) Business Days after the validity period of the cheques.

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

## Borrowings or Financing

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

## Securities Lending

The Fund does not participate in the lending of securities within the meaning of the Securities Borrowing and Lending Guidelines issued by the SC.

## Policy on Stockbroking, Rebates and Soft Commissions

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

## Distribution Plan

Investors may purchase Units in the Fund directly from the Manager, or from Distributors such as banks, brokerage firms, and investment platforms. The Fund pays the Manager 0.25% per annum of its Net Asset Value for its marketing and distribution expenses.

Investors often find it convenient to invest through Distributors, and the Manager has entered into agreements with certain Distributors and investment platforms for the distribution and servicing of Fund investments. The Manager compensates these Distributors and platforms for services to Investors with an annual fee of 0.25% to 0.35% of the Net Asset Value of the Fund based on the total assets serviced by the Distributor. The fee is computed daily and paid by the Manager to Distributors quarterly.

The fee payable to a Distributor is calculated as follows:

Assets in a Distributor's serviced accounts	Fee paid by Manager
Up to MYR2 million	0.25% of the NAV in the Fund
More than MYR2 million but less than MYR5 million	0.30% of the NAV in the Fund
MYR5 million or greater	0.35% of the NAV in the Fund

## THE MANAGER

### Background Information

**The Manager**, Saturna Sdn Bhd (“SSB”), was incorporated in Malaysia in April 1995 and began managing client accounts under the name Alpha Asset Management Sdn Bhd. In March 2010, Saturna Capital Corporation acquired ownership of the Manager. Under the CMSA, SSB is a holder of capital markets services licence for Islamic fund management and dealing in unit trust products. SSB has more than 20 years’ experience in providing fund management and fund advisory services, for both institutional and retail clients. SSB office is located in Kuala Lumpur, where it manages the ASEAN Equity Fund, ICD Global Sustainability Fund, private client accounts and advises the Crescent International Equity Fund (Australia) with a total assets value of MYR628 million, as at LPD.

**The Manager’s parent company**, Saturna Capital Corporation (“SCC”) is a USA-based investment management and services firm incorporated in 1989. SCC manages 13 mutual fund portfolios, plus dozens of private accounts for individuals, corporations, and other clients with total assets of US\$3.4 billion as at LPD. Amana Mutual Funds Trust offers four Shariah-compliant equity public mutual funds managed by SCC. The Manager’s parent company is controlled by its chairman, Mr. Nicholas Kaiser and owned by its employees, former employees and their families. It has offices in Bellingham, Chicago, and Henderson in Nevada. For its fiscal year ended June 30, 2017, Saturna Capital Corporation’s revenues were US\$34 million and its shareholders’ equity exceeded US\$45 million. Additional information is available at [www.saturna.com](http://www.saturna.com).

### Functions, Duties and Responsibilities of the Manager

The Manager is responsible for the investment management and administration of the Fund, servicing Unit Holders, keeping proper records of Unit Holders and the Fund and ensuring compliance with both internal procedures and the rules and regulations of relevant authorities.

### Board of Directors

The Manager has an experienced board of directors with background in the financial industry. The Board is responsible for the overall management of Saturna Sdn Bhd, administers corporate governance and supervises compliance with guidelines. The functions of the Board are to elaborate, decide, endorse or resolve all matters pertaining to the Manager and the Fund at the board meetings that are held four times every year or more frequently should the circumstances require.

#### Board of Directors:

- Nicholas Kaiser (non-independent)
- Dato’ Dr. Lee Chee Kuon (non-independent)
- Md Noor Bin Hj A.Rahman (independent)
- Dato’ Dr.Vaseehar Hassan Bin Abdul Razack (independent)
- Monem Abdul Salam (non-independent)

### The Investment Committee

The investment committee meets four (4) times a year or as and when circumstance require. The roles and responsibilities of the investment committee include the review of the Fund’s investment objective and guidelines, and to ensure that the Fund invests appropriately. The following are the members of the investment committee:

- Monem Salam (non-independent)
- Nicholas Kaiser (non-independent)
- Md Noor A.Rahman (independent)
- Dato’ Dr.Vaseehar Hassan Bin Abdul Razack (independent)

## Fund Management Function

The designated person responsible for the fund management function of the Fund is as follows:

**Monem Abdul Salam** – designated fund manager.

Monem Abdul Salam is the President and Executive Director of the Manager as well as a director of Saturna Capital Corporation. He received his degrees from the University of Texas: Bachelor of Arts (Austin) and Master of Business Administration (Dallas). He worked as the Chief Investment Officer for ITG & Associates (Dallas) until 1999, then as a representative with Morgan Stanley (Dallas) until joining Saturna Capital in June 2003. He served as the Director of Islamic Investing and Deputy Portfolio Manager to the Amana Mutual Funds Trust until moving to Kuala Lumpur in 2012 to oversee Saturna Sdn Bhd. Monem is an Adjunct Professor at IE Business School and speaks at Islamic finance/investment conferences worldwide and he is co-author of 'A Muslim's Guide to Investing and Personal Finance'. Monem has authored few chapters on Islamic investing publications, namely "Islamic Finance: The New Normal", "Contemporary Islamic Finance", "Islamic Capital Markets" and contributes articles to leading Islamic financial magazines. As a mark of recognition of his achievements in the Islamic economy, in 2015 the ISLAMICA 500 ranked Monem among 500 of the Islamic world's most prominent and influential leaders. As the President of SSB, Monem is deemed as the Chief Executive Officer of SSB.

## Material Litigation

As at LPD, there is no current material litigation and arbitration, including those pending or threatened, and any facts likely to give rise to any proceedings that might materially affect our business and/or financial position.

## Other Information

Further information on the Manager, investment committee, and Shariah Advisor of the Fund is provided on our website, [www.saturna.com.my](http://www.saturna.com.my).



## THE TRUSTEE

**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 13A, Menara Standard Chartered, 30 Jalan Sultan Ismail, 50250 Kuala Lumpur.

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.

### 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 authorized under the Capital Markets and Services Act 2007. STB has suitably qualified and experienced staff in the administration of unit trust funds who have sound knowledge of all relevant laws. STB is the appointed trustee for nine (9) wholesale funds, eight (8) unit trust funds and appointed custodian for eight (8) private mandate funds.

### Roles, Duties and Responsibilities of the Trustee

The Trustee’s main functions are to act as trustee and custodian of the assets of the Fund and to safeguard the 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.

### Trustee’s Disclosure of Material Litigation and Arbitration

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

### Trustee’s Delegate

The Trustee has appointed Standard Chartered Bank (Malaysia) Berhad (“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 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 license 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 twenty (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:

- 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;
- to provide corporate action information or entitlements arising from the underlying assets and to provide regular reporting on the activities of the invested portfolios;
- to maintain proper records on the assets held to reflect the ownership of the assets belong to the respective client; and
- 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.

## **Trustee's Responsibility Statement**

The Trustee has given its willingness to assume the position as trustee of the Fund and all the obligations in accordance with the Deed, all relevant laws and all relevant guidelines.

## **Trustee's Obligation**

The Trustee's obligation in respect of monies paid by an investor for the application of Units arises when the monies are received in the relevant account of the Trustee for the Fund and the Trustee's obligation is discharged once it has paid the redemption amount to the Manager.

# THE SHARIAH ADVISER

## Background

Amanie Advisors Sdn Bhd (“Amanie”) is a Shariah advisory, consultancy, training and research and development boutique for institutional and corporate clientele focusing on Islamic financial services. Amanie is a registered Shariah advisory company for Islamic unit trust with the SC. Amanie also focuses on organizational aspect of the development of human capital in Islamic finance worldwide through providing updated quality learning embracing both local and global issues on Islamic financial products and services. The company is led by Datuk Dr. Mohd Daud Bakar and teamed by an active and established panel of consultants covering every aspect related to the Islamic banking and finance industry, both in Malaysia and the global market. Currently, the team comprises of six (6) fulltime consultants who represent dynamic and experienced professionals with a mixture of corporate finance, accounting, product development, Shariah law and education. Amanie has more than twelve (12) years of experience in advisory role in capital markets including unit trust funds and funds management. As at LPD there are more than 150 funds which Amanie acts as Shariah advisor.

## Roles and Responsibilities

As the appointed Shariah advisors for the Fund, the roles and responsibilities of Amanie are as follows:

- To ensure that the Fund is managed and administered in accordance with Shariah principles. The Shariah Advisors meets with the Manager once in every quarter to discuss and advise Shariah matters relating to the Fund;
- Responsible for monthly review of the Fund’s Shariah compliance report as provided by the compliance officer, and any other report deemed necessary for the purpose of ensuring that the Fund’s investments are in line with Shariah requirements at all time;
- To provide expertise and guidance in all matters relating to Shariah principles, including on the Fund’s Deed and Prospectus, its structure and investment process, and other operational and administrative matters;
- To consult with SC where there is any ambiguity or uncertainty as to an investment, instrument, system, procedure and/or process;
- To act with due care, skill and diligence in carrying out its duties and responsibilities, and
- To prepare a report to be included in the Fund’s interim and annual reports certifying whether the Fund has been managed and administered in accordance with Shariah principles for the period concerned.

## Profile of the Shariah Team

The designated persons responsible for Shariah advisory matters relating to the Fund is Datuk Dr. Mohd Daud Bakar. Other consultants are Siti Nurah Haron and Nur Izzaatirah Rosli. Profile of the Shariah team is as below:

### ***Datuk Dr. Mohd Daud Bakar – Shariah Adviser***

Datuk Dr. Mohd Daud Bakar is the Founder and Executive Chairman of Amanie Group. One of its flagship companies namely Amanie Advisors, is operating in 6 cities globally. He currently serves as the Chairman of the Shariah Advisory Council at the Central Bank of Malaysia, the Securities Commission of Malaysia, the Labuan Financial Services Authority, and the First Abu Dhabi Bank. He is also a Shariah board member of various global financial institutions, including the National Bank of Oman (Oman), Amundi Asset Management (France), Bank of London and Middle East (London), BNP Paribas (Bahrain), and Dow Jones Islamic Market Index (New York) amongst many others.

In the corporate world, he sits as a Board Director at Sime Darby Berhad and a member of the PNB Investment Committee. He is also the third Chair Professor in Islamic Banking and Finance of Yayasan Tun Ismail Mohamed Ali Berdaftar (YTI) PNB at Faculty of Economics and Muamalat, Universiti Sains Islam Malaysia (USIM).

In 2016, he received the “Award of Excellence for Outstanding Contribution for Shariah Leadership & Advisory” at London Sukuk Summit Awards and “Shariah Adviser Award” at The Asset Triple A Islamic Finance Award. In 2014, he received the “Most Outstanding Individual” award by His Majesty, the King of Malaysia, in conjunction with the national-level Prophet Muhammad’s birthday. Under his leadership, Amanie Advisors received the “Islamic Economy Knowledge Infrastructure Award” at the Global Islamic Economy Summit, Dubai 2015, by His Highness Sheikh Mohammed bin Rashid Al Maktoum, Vice President and Prime Minister of the UAE and Ruler of Dubai, Oct 2015.

Prior to this, he was the Deputy Vice-Chancellor at the International Islamic University Malaysia. He received his first degree in Shariah from University of Kuwait in 1988 and obtained his PhD from University of St. Andrews, United Kingdom in 1993. In 2002, he completed his external Bachelor of Jurisprudence at University of Malaya.

His publications include articles in various academic journals and presentations of more than 150 papers in both local and international conferences. His first book entitled "Shariah Minds in Islamic Finance: An Inside Story of A Shariah Scholar" has won the "Islamic Finance Book of the Year 2016" by the Global Islamic Finance Award (GIFA) 2016. His new released book on sukuk entitled "An Insightful Journey to Emirates Airline Sukuk: Pushing the Boundaries of Islamic Finance" has also won the "Best Islamic Finance Case 2017" by the GIFA 2017 in Kazakhstan recently.

### ***Siti Nurah Haron***

Siti Nurah Haron is a Consultant with Amanie Advisors, based at the Head Office in Kuala Lumpur. She is responsible for providing a wide array of Shariah advisory and consultancy services to diverse groups of clients including financial institutions, asset management companies, regulatory bodies, corporate firms and other stakeholders in different regions of the world. She has advised on various Islamic banking and capital market products including retail, corporate, treasury, structured products, sukuk and many more.

Prior to joining Amanie Advisors, Nurah gained industrial exposure as a Unit Head of Shariah Review for Investment Banking at RHB Banking Group. She has over 4 years' hands-on experience in Shariah Review, specializing in areas of Islamic capital market and corporate banking. She previously completed the Islamic Capital Market Graduate Trainee Scheme under the Securities Industry Development Corporation (SIDC) and obtained Dealer's Representative Qualification after completing the Licensing Module 6 and 7 from the Securities Commission Malaysia (SC).

She holds Master of Science in Islamic Banking and Finance from the International Islamic University Malaysia (IIUM) and two degrees, namely, Bachelor of Science (Hons) in Economics and Bachelor of Science (Hons) in Islamic Revealed Knowledge and Heritage from the same university.

### ***Nur Izzaatirah Rosli***

Izza Atirah is an Associate Consultant based in Amanie Advisors' Kuala Lumpur office. She holds a Degree in Bsc Islamic Finance (Hons) from International Islamic University Malaysia (IIUM). She joined Amanie in 2016 and her role is to deal with the financial and Shariah advisory services to various clients including financial institutions, Asset Management Company, Retail Company, etc. Her responsibilities include scrutinizing clients' report to ensure that the investments undertaking are in line with Shariah principles.

On top of that, she has also done various Shariah Audit and product structuring projects for both national and international companies to ensure Shariah compliance with the Shariah standards and requirements. On a day to day basis, she would assist to provide solutions to operational and Shariah issues as well as reviewing and preparing Shariah report to numerous clients.

Prior to joining Amanie, she was a graduate trainee with Sime Darby Holdings Berhad under the Department of Treasury. Other than that, she was attached to Corporate Planning & Management Department at CIMB Bank Berhad as an intern under the CIMB Group Islamic Banking Division.

## SALIENT TERMS OF THE DEED

### Unit Holders' Rights And Liabilities

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

#### Unit Holders' Rights

A Unit Holder has the right, amongst others:

- a) To receive distributions, if any, of the Fund;
- b) To participate in any increase in the NAV of Units of the Fund;
- 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 the cooling-off right;
- e) To receive annual and interim reports on the Fund; and
- f) To exercise such other rights and privileges as provided for in the Deed.

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

#### Unit Holders' Liabilities

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

- a) A Unit Holder would not be liable for nor would a Unit Holder be required to pay any amount in addition to the payment for Units of the Fund as set out in this Prospectus and the Deed.
- 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.

### Maximum Fees and Charges Permitted by the Deed

<b>Fund</b>	<b>Maximum Sales Charge</b> <i>(based on the NAV per Unit of the Fund)</i>	<b>Maximum Redemption Charge</b> <i>(based on the NAV per Unit of the Fund)</i>	<b>Maximum Administration Fee</b> <i>(based on the NAV of the Fund)</i>	<b>Maximum Distribution Fee</b> <i>(based on the NAV of the Fund)</i>	<b>Maximum Trustee Fee</b> <i>(based on the NAV of the Fund)</i>
ASEAN Equity Fund	None	None	0.25% per annum	0.25% per annum	0.05% per annum (excluding foreign sub-custodian fees and charges)

### Procedure to Increase the Maximum Rate of Fees and Charges Disclosed in the Prospectus

#### Sales Charge

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

- a) the Manager has notified the Trustee in writing of the higher rate and the date on which such higher rate is to become effective;
- b) a supplemental prospectus or replacement prospectus stating the higher rate is issued thereafter; and
- c) such time as may be prescribed by any relevant law shall have elapsed since the supplemental prospectus or replacement prospectus is issued.

## **Redemption Charge**

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

- a) the Manager has notified the Trustee in writing of the higher rate and the date on which such higher rate is to become effective;
- b) a supplemental prospectus or replacement prospectus stating the higher rate is issued thereafter; and
- c) such time as may be prescribed by any relevant law shall have elapsed since the supplemental prospectus or replacement prospectus is issued.

## **Administration Fee and Distribution Fee**

The Manager may not charge annual administration fee and annual distribution fee at a rate higher than that disclosed in the 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 and 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 issued thereafter; and
- d) such time as may be prescribed by any relevant law

## **Trustee Fee**

The Trustee may not charge an annual trustee fee at a rate higher than that disclosed in a 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 and 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 issued thereafter; and
- d) such time as may be prescribed by any relevant law shall have elapsed since the date of supplemental prospectus or replacement prospectus.

## **Procedures to Increase the Maximum Rate of Fees and Charges as Set Out in the Deed**

The maximum sales charge, maximum redemption charge, maximum annual administration fee, annual distribution fee or annual trustee fee set out in the Deed may not be increased unless a meeting of Unit Holders has been held in accordance with the Deed. A supplemental deed proposing a modification to the Deed to increase such fees is required to be submitted for registration with the Securities Commission accompanied by a resolution of not less than two-thirds (2/3) of all Unit Holders at the meeting of Unit Holders sanctioning the proposed modification to the Deed.

## **Permitted Expenses Payable out of the Fund's Property**

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

- a) 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 auditors 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, insurance 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 valuer, advisor or contractor 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 not ordered by the court to be reimbursed by the Fund);
- m) costs, fees and expenses deemed by the Manager and the Trustee 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;
- n) remuneration and out of pocket expenses of the independent members of the investment committee, unless the Manager decides otherwise;
- o) (where the custodial function is delegated by the Trustee) costs, fees and charges paid to subcustodians taking into custody any foreign assets or investments of the Fund, if any;
- p) expenses and charges incurred in connection with the printing and postage for the annual or interim report, tax certificates, reinvestment statements and other services associated with the administration of the Fund;
- q) all costs and expenses associated with the distributions declared pursuant to the Deed and the payment of such distribution including without limitation fees, costs and/or expenses for the revalidation or reissuance of any distribution cheque or warrant or telegraphic transfer; and
- r) any tax such as GST and/or other indirect or similar 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.

### **The Manager's Right to Retire**

The Manager has the power to retire in favour of some other corporation by giving to the Trustee three (3) months' notice in writing of the Manager's desire so to do, or such other period as the Trustee and the Manager may agree upon, and subject to the fulfilment of the following conditions: a) the retiring Manager shall appoint such corporation by writing under the

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

## Removal and Replacement of the Manager

The Manager may be removed 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 Unit Holders' interest to do so after the Trustee has given notice to it of that opinion and the reasons for that opinion, and has considered any representations made by the Manager in respect of that opinion, and after consultation with the relevant authorities and with the approval of the Unit Holders by way of a special resolution;
- b) unless expressly directed otherwise by the relevant authorities, if the Manager is in breach of any of its obligations or duties under the Deed or the relevant laws, or has ceased to be eligible to be a management company under the relevant laws; or
- c) the Manager has gone into liquidation, except for the purpose of amalgamation or reconstruction or some similar purpose, or has had a receiver appointed or has ceased to carry on business.

If any of the 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 that the Manager has received the notice. The Trustee shall, at the same time, by writing, appoint some other corporation already approved by the relevant authorities to be the new management company of the Fund; such corporation shall have entered into such deed or deeds as the Trustee may consider to be necessary or desirable to secure the due performance of its duties as management company for the Fund.

## Retirement of the Trustee

Provided always that the Manager has in place a corporation approved by the relevant authorities to act as the trustee of the Fund, the Trustee may retire upon giving twelve (12) 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.

## Removal and Replacement of the Trustee

The Manager is obliged to give you notice in writing to consider the removal of the Trustee if the Trustee fails or neglects to carry out its duties as stipulated in the Deed and under the Act. 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 act as a trustee under any relevant law;
- d) the Trustee has failed or refused to act as trustee in accordance with the provisions and covenants of the Deed or any relevant law;
- e) a receiver has been appointed over the whole or a substantial part of the assets or undertaking of the Trustee and has not ceased to act under the appointment;
- 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 1965 or any relevant law.

The Trustee may be removed and another trustee may be appointed by special resolution of the Unit Holders at a duly convened meeting of which notice has been given to the Unit Holders in accordance with the Deed.



## Termination of The Fund

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

- a) The SC has withdrawn the authorisation of the Fund pursuant to section 256E of the Act;
- b) A special resolution is passed at a meeting of Unit Holders to terminate or wind up the Fund, following occurrence of events stipulated under section 301(1) of the Act and the court has confirmed the resolution, as required under section 301(2) of the Act; and
- c) A special resolution is passed at a meeting of Unit Holders to terminate or wind up the Fund.

## Power to Call for A Meeting

The Manager, Trustee and/or Unit Holders may call a Unit Holders' meeting. Any such meeting must be convened in accordance with the Deed and/or the Guidelines. The Unit Holders may apply to the Manager to summon a meeting for any purpose including without limitation, for the purpose of:

- a) Requiring the retirement or removal of the Manager;
- b) Requiring the retirement or removal of the Trustee;
- c) Considering the most recent financial statements of the Fund;
- d) Giving to the Trustee such directions as the meeting thinks proper; or
- e) Considering any matter in relation to the Deed,

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

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

The quorum for a meeting of Unit Holders of the Fund is five (5) Unit Holders, whether present in person or by proxy, provided always that if the Fund has five (5) or less Unit Holders, the quorum required for a meeting of the Unit Holders of the Fund shall be two (2) Unit Holders, whether present in person or by proxy; if the meeting has been convened for the purpose of voting on a special resolution, the Unit Holders present in person or by proxy must hold in aggregate at least twenty five per centum (25%) of the Units in circulation of the Fund at the time of the meeting.

## RELATED-PARTY TRANSACTIONS AND CONFLICT OF INTEREST

### Conflict of Interest

#### Manager

The Manager has adopted a detailed Code of Ethics, which governs the actions of all its employees. The Manager, its directors, and any of its delegates including the investment committee members, will at all times act in the best interest of the Unit Holders of the Fund and will not conduct itself in any manner that will result in a conflict of interest or potential conflict of interest. In the unlikely event that Saturna Sdn Bhd faces a conflict with respect to its duties to the Fund and its duties to other funds that it manages, Saturna Sdn Bhd is obliged to act in the best interests of all its Investors and will seek to resolve any conflicts fairly and in accordance with the Deed.

The Manager shall not act as principal in the sale or purchase of any securities or investments to or from the Fund. The Manager shall not make any investment for the Fund in any securities, properties, or assets in which the Manager or its officers have financial interest or from which the Manager or its officers derive benefit, unless the Trustee approves the investment prior to the transaction.

The Code of Ethics of Saturna Sdn Bhd regulates the securities dealings of its directors, investment committee members and employees. The policies and procedures for securities dealing requires that the abovementioned parties to report their securities holdings and securities dealings on a periodical basis. Employees are required to obtain clearance from compliance department before dealing their own securities. Holding of directorship and interest in any company shall also require to be reported. Compliance department reviews the securities trading to control and monitor such conflict of interest positions between personal securities dealing and securities traded for the Fund and other clients of the Manager.

None of the Manager's directors or substantial shareholder has any direct or indirect interest in any other corporations carrying on a similar business as the Manager, except as otherwise disclosed below:

- Mr. Nicholas Ferguson Kaiser is a director and controlling shareholder of Saturna Capital Corporation. The Manager is wholly-owned by Saturna Capital Corporation.
- Mr. Monem Abdul Salam is also a director of Saturna Capital Corporation.

As at LPD, two (2) of Unit Holders of the Fund are related parties to the Manager. The details are as set out below:

- Saturna Capital Corporation who holds majority units of the Fund, is the parent company of the Manager. Mr Nicholas Ferguson Kaiser, although do not hold any units of the Fund, is the Chairman of Saturna Capital Corporation and Saturna Sdn Bhd. He is also the investment committee member of the Fund.
- Mr. Monem Abdul Salam, the President and executive director of the Manager, is the investment committee member of the Fund.

#### SCBMB Trustee Berhad

As the trustee for the Fund, there may be 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 ("SCBMB") and any of its group companies (e.g. money market placement, etc.);
- Where the Manager utilised the services offered by SCBMB (e.g. sukuk brokerage services, etc.); and,
- Where the Trustee has delegated its custodian functions for the Fund to SCBMB.

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.

## **Interests in the Fund**

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

## **Advisers**

The auditors, Shariah Advisor, tax advisors and solicitors have confirmed that they do not have any existing or potential conflict of interest with the Manager and/or the Fund.

## TAX ADVISER'S LETTER

Taxation advisor's letter in respect of the taxation of the unit trust and the Unit Holders (prepared for inclusion in this Prospectus).



8 January 2018

Saturna Sdn Bhd  
Suite 5-03, 5th Floor Menara Atlan  
161B Jalan Ampang  
50450 Kuala Lumpur

Dear Sirs,

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

This letter has been prepared for inclusion in the Prospectus which incorporates the investment information relating to Asean Equity Fund ("the Fund").

The Fund's Permitted Investments are primarily in Shariah-compliant equities and Islamic liquid assets from Malaysia and outside Malaysia. Accordingly, there may be tax implications in the relevant tax jurisdictions with regards to the profits or gains from the investment and disposal of those investments. The scope of this letter is to address on the taxation implications in Malaysia.

## **1. TAXATION OF THE FUNDS**

### **1.1 Taxable income**

The taxation of the Fund, a unit trust scheme is governed principally by Sections 61 and 63B of the Malaysian Income Tax Act, 1967 ("MITA"). Further, the Inland Revenue Board of Malaysia ("IRBM") has issued the Public Ruling 7/2014: Unit Trust Funds - Part II – Taxation of Unit Trusts dated 4 November 2014 to explain the tax treatments for Unit Trust Fund. The Fund's Trustee is SCBMB Trustee Berhad, which is a resident in Malaysia for tax purposes. As the trustee is a tax resident in Malaysia, the Fund is also regarded as a Malaysian tax resident.

The income of the Fund in respect of dividends, interest or profits from deposits and other investment income derived from or accruing in Malaysia is liable to income tax unless specifically exempted under the law. In this respect, any gains or profits received, in lieu of interest, for transactions conducted in accordance with the principles of Shariah, will be treated as interest and be accorded the same treatment as if they were interest in accordance with Section 2(7) of the MITA. Under Section 2(7) of the MITA, any reference to interest shall apply, mutatis mutandis, to gains or profits received and expenses incurred, in lieu of interest, in transaction conducted in accordance with the principles of Shariah. The income tax rate applicable to the Fund is 24%.

### **1.2 Exempt income / Non-taxable income**

#### **(a) Profits from the realization of investments**

Gains from sale of investments will not be treated as income of the Fund and hence, are not subject to income tax [Section 61(1) of the MITA].

#### **(b) Dividend income**

Dividends received by the Fund from other Malaysian entities which are tax exempted are not subject to income tax. This includes dividends distributed under the single tier tax system [Paragraph 12B, Schedule 6 of the MITA].

**(c) Interest income**

Interest income received by the Fund from the following are exempt from income tax:

- (i) Any savings certificates issued by the Government [Paragraph 19 to Schedule 6 of the MITA];
- (ii) Securities or bonds issued or guaranteed by the Government [Paragraph 35(a) to Schedule 6 of the MITA];
- (iii) Debentures or sukuk, other than convertible loan stock, approved or authorized by, or lodged with, the Securities Commission [Paragraph 35(b) to Schedule 6 of the MITA];
- (iv) Bon Simpanan Malaysia issued by Bank Negara Malaysia [Paragraph 35(d) to Schedule 6 of the MITA];
- (v) Deposits with banks or financial institutions licensed under the Banking and Financial Services Act 2013 or the Islamic Financial Services Act 2013, or any development financial institution prescribed under the Development Financial Institutions Act 2002, provided that in the case of a wholesale fund which is a money market fund, the exemption shall only apply to a wholesale fund which complies with the criteria as set out in the relevant guidelines of the Securities Commission [Paragraph 35A to Schedule 6 of the MITA];
- (vi) Islamic securities (including sukuks) originating from Malaysia, other than convertible loan stock issued in any currency other than Ringgit and approved or authorized by, or lodged with, the Securities Commission, or approved by the Labuan Financial Services Authority [Paragraph 33B(1) to Schedule 6 of the MITA];
- (vii) Bonds and securities issued by Pengurusan Danaharta Nasional Berhad [Income Tax (Exemption) (No. 5) Order 2001
- (viii) Sukuk Issued which had been issued by the Malaysia Global Sukuk Inc [Income Tax (Exemption) (No.31) Order 2002]
- (ix) Sukuk Ijarah, other than convertible loan stock, issued in any currency by 1Malaysia Sukuk Global Berhad [Income Tax Act (Exemption) Order 2010]; and
- (x) Sukuk Wakala, other than convertible loan stock, issued in any currency by Wakala Global Sukuk Behad [Income Tax (Exemption)(No. 4) Order 2011].

**(d) Discount income or profit derived**

Tax exemption is given on discount income received on the securities and debentures mentioned in items 1.2 (c) (ii) to (iv) above [Paragraph 35(a) to Paragraph 35(d) to Schedule 6 of the MITA].

**(e) Foreign sourced income**

Dividends, profits and other income from investments derived from sources outside Malaysia and received in Malaysia by the Fund are exempted from Malaysian income tax [Paragraph 28 to Schedule 6 of the MITA]. However, such income may be subject to tax in the country from which the income is derived.

**1.3 Deductibility of expenses**

Section 33(1) of the MITA allows expenses incurred “wholly and exclusively in the production of gross income” to be deductible against the gross income, e.g. interest incurred on a loan to finance investments can be deducted against the dividend income or interest income from that investment.

In addition, Section 63B allows partial deduction for other non-direct expenses known as “permitted expenses”. “Permitted expenses” comprise the manager’s remuneration, charges for maintenance of register of unit holders, share registration expenses, secretarial, audit and accounting fees, telephone charges, printing and stationery costs and postage. The amount deductible is calculated based on the formula below:

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

**where:** A is the total of the permitted expenses incurred for that basis period;

B is gross income consisting of dividends, interest and rent chargeable to tax for that basis period; and

C is the aggregate of the gross income consisting of dividend and interest (whether such dividend or interest is exempt or not), rent and gains made from the realisation of investments (whether chargeable to tax or not) for that basis period.

Provided that the amount of deduction to be made shall not be less than 10% of the total permitted expenses incurred for that basis period. Dividend income is deemed to include income distributed by a unit trust for the purpose of calculating the above deduction.

Should the deduction exceed the income assessable to tax, the excess is not allowed to be carried forward for offset against the income of future years of assessment.

#### **1.4 Real Property Gains Tax (“RPGT”)**

Capital gains from disposals of chargeable assets, such as real properties or shares in real property companies will be subject to real property gains tax (“RPGT”).

Capital gains arising from the disposal of real properties or shares in real property companies would be subject to RPGT as follows:

- (a) Gains arising from disposals made within 3 years from the date of acquisition of the chargeable assets are subject to RPGT at the rate of 30%;
- (b) Gains arising from disposals made between the 4<sup>th</sup> year from the date of acquisition of the chargeable assets are subject to RPGT at the rate of 20%;
- (c) Gains arising from disposals made between the 5<sup>th</sup> year from the date of acquisition of the chargeable assets are subject to RPGT at the rate of 15%; and
- (d) Gains arising from disposals made after 5 years from the date of acquisition of the chargeable assets are subject to RPGT at the rate of 5%.

*[Schedule 5 of the Real Property Gains Tax Act 1976]*

#### **1.5 Goods and Service Tax (“GST”)**

Pursuant to the Goods and Services Tax (Exempt Supply) Order 2014, the issuance of any units under a trust fund is determined as exempt supplies. The Fund, being a trust fund, will be making exempt supplies and hence it is not required to be registered for GST purposes.

In respect of any GST expenses paid by the Fund on management fees, trustee fees and other expenses, the 6% input tax which may be incurred are generally not claimable or recoverable by the Fund.

## **2. TAXATION OF UNIT HOLDERS**

### **2.1 Distribution of taxable income**

The general provisions under the MITA are applicable to income received by unit holders. In addition, the tax treatments for unit holders are explained in the IRBM's Public Ruling 5/2013 – Taxation of Unit Holders of Unit Trust Funds dated 23 May 2013. Unit holders will be taxed on their share of the total taxable income of the Fund distributed to them. This income distribution carries with it a tax credit for the tax paid by the Fund on its taxable income. This tax credit may be utilised by the unit holders to set off the tax payable by them pursuant to Section 110(9A) of the MITA. The tax authorities will refund any excess of tax credit over tax chargeable to the unit holders.

Distributions of income from the Fund received by individuals and other non-corporate unit holders who are residents in Malaysia for tax purposes will be taxed at graduated rates from 1% to 28%. Individuals and other non-corporate unit holders who are not resident in Malaysia, will be subject to tax at the non-resident rate applicable of 28% on the distributions of income received.

Corporate unit holders, whether resident or not resident in Malaysia, will be subject to tax at the corporate tax rate of 24% on the distributions of income from the Fund received by them. For small and medium scale companies with a paid-up capital of RM2.5 million and below (SME), the corporate tax rate of 18% is applicable on chargeable income of up to RM500,000 and 24% on the amount exceeding RM500,000. However, a company with a paid-up capital of not exceeding RM2.5 million will not qualify as a SME under the following circumstances:

- i. more than 50% of the paid up capital in respect of ordinary shares of the company is directly or indirectly owned by a “related company”;
- ii. more than 50% of the paid up capital in respect of the ordinary shares of the “related company” is directly or indirectly owned by the first mentioned company; or
- iii. more than 50% of the paid up capital in respect of the ordinary shares of the first mentioned company and the “related company” is directly or indirectly owned by another company.

“Related company” is defined as a company which has a paid-up capital exceeding RM2.5 million in respect of ordinary shares at the beginning of the basis period for a year of assessment.

## 2.2 Distribution of tax exempt income

Distributions of tax exempt income by the Fund from gains from realisation of investments, exempted interest/discount income, exempted dividends including single tier dividends and foreign sourced income, will be exempted from tax in the hands of the unit holders.

## 2.3 Unit splits and sale, transfer or redemption of units

Unit splits issued by the Fund is not taxable in the hands of the unit holders. Any gains realised by unit holders (other than dealers in securities, insurance companies or financial institutions) from the sale, transfer or redemption of the units are treated as capital gains and thus, will not be taxable.

However, the gains realised by a person trading or dealing in securities, insurance companies or financial institutions are generally regarded as business income and are subject to income tax.

We hereby confirm that, as at the date of this letter, the statements made correctly reflect our understanding of the tax position under the current Malaysian income tax legislation and the related interpretation and practice thereof, all of which are subject to change, possibly on a retrospective basis. In addition, unit holders are advised to seek professional advice on their respective tax positions.

Yours faithfully

**Crowe Horwath KL Tax Sdn Bhd**

**Poon Yew Hoe**

*Executive Director, Tax*

Crowe Horwath KL Tax Sdn Bhd has given its consent to the inclusion of the taxation adviser’s letter in the form and context in which it appears in this Prospectus and has not withdrawn such consent before the date of issue of this Prospectus.

## ADDITIONAL INFORMATION

### Keeping Track of the Daily Prices of Units

A Unit Holder can track the performance of their Units online by browsing the Manager's website, [www.saturna.com.my](http://www.saturna.com.my) or through the price providing services such as Bloomberg. Unit Holders are also welcomed to contact us during business hours from 9.00 a.m. to 5.30 p.m. on any business day to obtain the latest NAV per Unit. Contact Information of Manager can be found under the Distributor Section of this prospectus.

As the Fund has exposure to investment in foreign markets, the NAV per Unit price for a particular Business Day will be published one (1) Business Day later.

### Reports relating to the Fund

Unit Holders will be informed of the Fund's performance through the audited annual reports and unaudited interim reports. The reports will be sent to the Unit Holders within 2 months after the close of the financial year-end or interim period.

**The Fund's annual report is available upon request.**

### Financial Year End

The financial year end of the Fund is 31 December.

### Customer Information Service

Investors can seek the assistance of our marketing personnel on queries or issues relating to the Fund or this Prospectus at the Manager's business office, during business hours from 9.00a.m. to 5.00p.m. (Malaysian time) from Monday to Friday (refer to the Corporate Directory section on page 5 for contact details). Unit Holders may also send an e-mail for their enquiries.

### Deed

Deed	Date of Deed
Principal Deed	16 December 2013
First Supplemental Deed	23 November 2015
Second Supplemental Deed	18 February 2016

### Unclaimed Moneys Policy

If the cheques for the payment of redemption moneys to Unit Holders are not presented for payment, and those moneys remain unclaimed for such period as may be prescribed by the Unclaimed Moneys Act, 1965, the Manager shall lodge such moneys with the registrar of unclaimed moneys in accordance with the provisions of the Unclaimed Moneys Act, 1965. Unit Holder will have to liaise directly with the Registrar of Unclaimed Moneys to claim their moneys.



## APPROVAL AND CONDITIONS

The terms and conditions imposed by the SC in its authorisation letter of ASEAN Equity Fund dated 9 January 2017 and the status of compliance are as follows:

No.	Details of the terms and conditions imposed	Status of compliance
1.	<p><b>Terms</b></p> <p>The fee structure of the Fund ("Fee Structure") is as follows:</p> <ul style="list-style-type: none"><li>(a) There is no upfront sales charge;</li><li>(b) Fees payable to the Manager comprise the following:<ul style="list-style-type: none"><li>(iii) An administration fee of up to 0.25% per annum of the Fund's NAV;</li><li>(iv) A distribution fee of up to 0.25% per annum of the Fund's NAV; and</li><li>(v) A performance fee of up to 10% of the gross asset value that cumulatively increases or decreases (excluding subscription and redemption) for each day in the financial year. The Manager will only earn a performance fee at each financial year end when the accrual is positive, but is not obliged to pay the Fund when the accrual is negative. The cumulative accrual starts at zero at the beginning of each financial year.</li></ul></li></ul>	Complied. Please refer to the Fees, Charges and Expenses section.
2.	<p><b>Conditions</b></p> <p>The Manager is to obtain SC's prior approval for any material revision to the Fee Structure which would prejudice the interest of the Unit Holders of the Fund.</p>	Noted and to be complied with.

## DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents are available for inspection at the Manager's registered office or such other place as the SC may determine, during normal business hours :

- the Deed and Supplemental Deed;
- The Prospectus and supplementary or replacement prospectus, if any;;
- the latest annual and interim reports of the Fund;
- each material contract disclosed in the Prospectus and, in the case of contracts not reduced into writing, a memorandum which gives full particulars of the contracts (if any);
- the audited financial statements of the Manager and the Fund for the current financial year (where applicable) and for the last three financial years or if the Fund has been established or incorporated for a period of less than three years, the entire period preceding the date of the Prospectus;
- all reports, letters or other documents, valuations and statements by any expert, any part of which is extracted or referred to in the Prospectus. Where a summary expert's report is included in the Prospectus, the corresponding full expert's report should be made available for inspection;
- writ and relevant cause papers for all material litigation and arbitration disclosed in the Prospectus (if any); and
- all consents given by experts disclosed in the Prospectus.

## LIST OF DISTRIBUTORS

### OFFICE

Saturna Sdn Bhd  
Suite 5.03, 5th Floor Menara Atlan  
161-B Jalan Ampang  
50450 Kuala Lumpur  
Tel: 03-2164 5303  
Fax: 03-2164 5308  
Email: [info@saturna.com.my](mailto:info@saturna.com.my)  
Website: [www.saturna.com.my](http://www.saturna.com.my)

### INSTITUTIONAL UNIT TRUST ADVISORS

Phillip Mutual Berhad  
B-2-7, Block B, Level 2 Unit 7, Megan Avenue II,  
No. 12, Jalan Yap Kwan Seng,  
50450 Kuala Lumpur  
Tel: 03-2783 0300  
Fax: 03-2166 6417  
Website: [www.phillipmutual.com](http://www.phillipmutual.com)

iFast Capital Sdn Bhd  
Level 28, Menara Standard Chartered,  
No 30 Jalan Sultan Ismail,  
50250 Kuala Lumpur  
Tel: 03-2149 0600  
Fax No: 03-2142 7718  
Website: [www.ifastcapital.com.my](http://www.ifastcapital.com.my)



## **FIRST SUPPLEMENTARY PROSPECTUS**

This First Supplementary Prospectus for ASEAN Equity Fund is dated 2 November 2018 and must be read together with the Principal Prospectus for ASEAN Equity Fund dated 12 February 2018.

The date of constitution of the ASEAN Equity Fund is 16 December 2013.

### **Manager**

**SATURNA SDN BHD** (Company No.342171-V)

### **Trustee**

**SCBMB Trustee Berhad** (Company No. 1005793-T)

**INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THIS FIRST SUPPLEMENTARY PROSPECTUS WHICH IS TO BE READ TOGETHER WITH THE PRINCIPAL PROSPECTUS FOR ASEAN EQUITY FUND. 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 7 OF THE PRINCIPAL PROSPECTUS FOR ASEAN EQUITY FUND.**

## RESPONSIBILITY STATEMENTS

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

## STATEMENTS OF DISCLAIMER

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

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

The Securities Commission Malaysia is not liable for any non-disclosure on the part of the Manager responsible for the said Fund and takes no responsibility for the contents in this first Supplementary Prospectus. The Securities Commission Malaysia makes no representation on the accuracy or completeness of this first Supplementary 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 INVESTMENTS. IF INVESTORS ARE UNABLE TO MAKE THEIR OWN EVALUATION, THEY ARE ADVISED TO CONSULT PROFESSIONAL ADVISERS.**

## ADDITIONAL STATEMENTS

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

The ASEAN Equity Fund has been certified as Shariah-compliant by the Shariah Advisor appointed for the Fund.

This first Supplementary Prospectus does not constitute an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorized or to any person to whom it is unlawful to make such offer or solicitation.

Unless otherwise provided in this First Supplementary Prospectus, all the capitalised term used herein shall have the same meanings ascribed to them in the principal prospectus dated 12 February 2018 (“Principal Prospectus”).

In summary, this First Supplementary Prospectus is to inform investors that:

- Pursuant to abolishment of Goods and Services Tax (“GST”) by the Malaysian government, all references to GST in the Principal Prospectus will be deleted.
- Replacement of the designated fund manager of the Fund.

**1. Amendments to page 4 of the Principal Prospectus – “Definition”**

The definition of “GST” is hereby deleted.

**2. Amendments to page 14 of the Principal Prospectus – “Illustration of performance fee at the beginning of financial year”**

The reference to “GST” is hereby deleted and replaced with the following:

Computations are rounded to the nearest number (except for the unit price).

**3. Amendments to page 17 of the Principal Prospectus – “Illustration on the impact of fees on the returns of Unitholders’ investment”**

The reference to “GST” is hereby deleted and replaced with the following:

The illustrations shown on yearly basis, rounded to the nearest number (except for the unit price).

**4. Amendments to page 18 of the Principal Prospectus – “Fund Expenses”**

The reference to “GST” in the last bullet point is hereby deleted and replaced with the following:

Any tax and/or other indirect or similar tax now or hereafter imposed by law or required to be paid in connection with any costs, fees and expenses incurred under bullet points above.

**5. Amendments to page 18 of the Principal Prospectus – “Goods and Services Tax”**

The paragraph relating to “Goods and Services Tax” is hereby deleted.

**6. Amendments to page 19 of the Principal Prospectus – “Computation of NAV and NAV per Unit”**

The reference to “GST” on the “illustration on how the NAV and NAV per Unit is calculated” is hereby deleted and replaced with the following:

		<b>MYR</b>
	Investments	19,800,000
Add:	Other Assets	33,000
	Total Assets	20,100,000
Less:	Liabilities	100,000
	NAV before deducting administration fee, distribution fee and trustee fee for the day	20,000,000
Less:	administration fee and distribution fee for the day (0.25% + 0.25% per annum)	(273.97)
Less:	performance fee for the day (10% of increased amount of gross asset value (excluding subscription and redemption for the day)	(1,000)
Less:	trustee fee for the day (0.05% per annum)	(27.40)
	<b>NAV of the Fund</b>	<b>19,998,698.63</b>
	Number of Units in circulation	19,000,000 units
	<b>NAV per Unit</b> (rounded to 4 decimal places)	<b>1.0526</b>

**7. Amendments to page 23 of the Principal Prospectus – “The Investment Committee”**

“Zahid Siddique (non-independent)” is hereby inserted as the new member of the investment committee member.

**8. Amendments to page 24 of the Principal Prospectus – “Fund Management Function”**

The designated fund manager is hereby deleted in its entirety and replaced with the following:

**Zahid Siddique** – designated fund manager.

Zahid Siddique has fifteen years of equity research, portfolio management, and business development experience. Prior to joining Saturna, Zahid was an associate portfolio manager and the head of industrials equity research at Gabelli Asset Management in New York. More recently, he was based in Dubai, where he focused on business development activities in the Middle East. Zahid holds a B.A. in Mathematics from Hamilton College and a B.S. and MBA from Columbia University.

**9. Amendments to page 31 of the Principal Prospectus – “Permitted Expenses Payable out of the Fund’s Property”**

The reference to “GST” in sub-paragraph (r) is hereby deleted and replaced with the following:

Any tax and/or other indirect or similar tax now or hereafter imposed by law or required to be paid in connection with any costs, fees and expenses incurred under the sub-paragraph (a) to (q) above.

~ End ~

# ASEAN EQUITY FUND

## SECOND SUPPLEMENTARY PROSPECTUS

This Second Supplementary Prospectus for the ASEAN Equity Fund ("Second Supplementary Prospectus") dated 21 October 2021 must be read together with the Principal Prospectus for the ASEAN Equity Fund dated 12 February 2018 ("Principal Prospectus") and First Supplementary Prospectus for the ASEAN Equity Fund dated 2 November 2018 ("First Supplementary Prospectus").

The date of constitution of the Fund is 16 December 2013.

### Manager

**SATURNA SDN BHD** (199501012969)

### Trustees

**SCBMB TRUSTEE BERHAD** (201201021301)

**ASEAN EQUITY FUND IS A QUALIFIED SUSTAINABLE AND RESPONSIBLE INVESTMENT (SRI) FUND UNDER THE GUIDELINES ON SUSTAINABLE AND RESPONSIBLE INVESTMENT FUNDS. INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THIS SECOND SUPPLEMENTARY PROSPECTUS WHICH IS TO BE READ TOGETHER WITH THE PRINCIPAL PROSPECTUS AND FIRST SUPPLEMENTARY 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 8 OF THE PRINCIPAL PROSPECTUS.**



# RESPONSIBILITY STATEMENTS AND STATEMENTS OF DISCLAIMER

## RESPONSIBILITY STATEMENTS

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

## STATEMENTS OF DISCLAIMER

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

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

The Securities Commission Malaysia is not liable for any non-disclosure on the part of the Manager responsible for the said Fund and takes no responsibility for the contents in this Second Supplementary Prospectus. The Securities Commission Malaysia makes no representation on the accuracy or completeness of this Second Supplementary 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 INVESTMENTS. IF INVESTORS ARE UNABLE TO MAKE THEIR OWN EVALUATION, THEY ARE ADVISED TO CONSULT PROFESSIONAL ADVISERS.**

## ADDITIONAL STATEMENTS

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

The Fund has been certified as Shariah-compliant by the Shariah Advisor appointed for the Fund.

This Second Supplementary Prospectus does not constitute an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorized or to any person to whom it is unlawful to make such offer or solicitation.

**Unless otherwise provided in this Second Supplementary Prospectus, all the capitalised term used herein shall have the same meanings ascribed to them in the Prospectus dated 12 February 2018 and First Supplementary Prospectus for the Fund dated 2 November 2018.**

In summary, this Second Supplementary Prospectus is to inform investors that:

- A. The ASEAN Equity Fund (“Fund”) is qualified as an SRI fund under the guidelines issued by the Securities Commission Malaysia, Guidelines on Sustainable and Responsible Investment Funds (“Guidelines”).
- B. The change of Fund’s performance benchmark from Dow Jones Islamic Market ASEAN Index to 6% absolute return.
- C. The change of a member in Board of Directors and the Investment Committee.

**A. The ASEAN Equity Fund (“Fund”) is qualified as an SRI fund under the guidelines issued by the Securities Commission Malaysia, Guidelines on Sustainable and Responsible Investment Funds (“Guidelines”).**

1. Insertion of additional disclosure statement that the Fund is qualified SRI fund on the cover page of this Second Supplementary Prospectus as follows:

“THE FUND IS A QUALIFIED SRI FUND UNDER THE SC’S GUIDELINES ON SUSTAINABLE AND RESPONSIBLE INVESTMENT FUNDS.”

2. Insertion of “SRI fund” and “Sustainable” definitions in the “Definitions” section as follows:

“SRI fund	Sustainable and responsible investment fund.
Sustainable	The Manager considers issuers with sustainable characteristics to be those issuers that are generally larger, more established, consistently profitable, financially strong and with low exposure to risks in the areas of the environment, social responsibility and corporate governance (“ESG”).”

3. Insertion of SRI disclosure after third paragraph under “Fund Information” chapter, sub-chapter “Investment Policy & Strategy” of the Principal Prospectus as follows:

### **Sustainable Investing**

The Manager considers issuers with Sustainable characteristics to be issuers that generally have larger market capitalization, are consistently profitable, financially strong and with low exposure to risks in the areas of the environment, social responsibility and corporate governance (“ESG”). The Manager employs Saturna Capital Corporation’s ESG rating system to identify issuers that the Manager believes present low ESG risks. The main characteristics of the Sustainable rating system (scale of A to F) are:

#### **Environmental:**

- Resource Efficiency (energy, water, inputs, waste productivity)
- Disclosures and Transparency

#### **Social:**

- Business Ethics and Products
- Stakeholder Relations (employees, investors, community)

#### **Governance:**

- Board Effectiveness
- Conflicts assessments, including compensation

## Balance Sheet and Business Experience

As the Fund is a qualified SRI fund, the investments of the Fund will be subject to the integration of ESG methodology. This includes the screening, selection, monitoring and realization of the Fund's investments. The Manager adopts a sustainable rating system based on its own, as well as third party data to identify companies believed to present low risks in ESG. The Manager also uses negative screening to exclude security issuers primarily engaged in higher ESG risk and some non-halal businesses such as alcohol, pornography, weapons, gambling and fossil fuel extraction.

The sustainability aspects of the Fund's portfolio will be reviewed periodically to ensure the investments of the Fund are consistent with the sustainability considerations adopted by the Fund at all times.

If the company that the Fund invests in show persistent deterioration in their ESG factors and becomes inconsistent with the sustainability considerations, the Manager will dispose of the investments within appropriate timeframe as the following:

- if the market price of the Shariah-compliant equities exceeds or is equal to the investment cost, the Shariah-compliant equities will be disposed as soon as practicable.
- if the market price of the Shariah-compliant equities is below the investment cost, the Fund is allowed to hold the Shariah-compliant equities until breakeven.

### **B. Change of Fund's performance benchmark to 6% absolute return.**

1. Amendment to "Performance Benchmark" under "Fund Information" chapter of the Principal Prospectus. The whole section is hereby deleted in its entirety and replaced with the following:

*"6% Absolute Return.*

Note: The benchmark is used as a yardstick to assess the performance of the Fund only.

*The risk profile of the Fund is different from the risk profile of the benchmark."*

### **C. Change of a member in Board of Directors and the Investment Committee.**

1. Amendment to members in "Board of Directors" under "The Manager" chapter of the Principal Prospectus. The list of "Board of Directors" is hereby deleted in its entirety and replaced with the following:

*"Board of Directors:*

- Jane Carten (non-independent)
- Monem Abdul Salam (non-independent)
- Dato' Dr. Lee Chee Kuon (non-independent)
- Md Noor Bin Hj A.Rahman (independent)
- Dato' Dr. Vaseehar Hassan Bin Abdul Razack (independent)"

2. Amendment to members in "The Investment Committee" under "The Manager" chapter of the Principal Prospectus. The members of "The Investment Committee" is hereby deleted in its entirety and replaced with the following:

*"The following are the members of the investment committee:*

- Jane Carten (non-independent)
- Monem Salam (non-independent)
- Md Noor A.Rahman (independent)
- Dato' Dr. Vaseehar Hassan Bin Abdul Razack (independent)"

3. Amendment to “Conflict of interest of the Manager” under “Related-Party Transactions and Conflict of Interest” chapter of the Principal Prospectus.

The first bullet point of paragraph 4 is hereby deleted in its entirety and replaced with the following:

- “Ms Jane Carten is a director of Saturna Capital Corporation, while the Manager is wholly-owned by Saturna Capital Corporation.”

The first bullet point of paragraph 5 is hereby deleted in its entirety and replaced with the following:

- “Saturna Capital Corporation who holds majority units of the Fund, is the parent company of the Manager. Ms Jane Carten, although do not hold any units of the Fund, is the Director for both Saturna Capital Corporation and Saturna Sdn Bhd. She is also the investment committee member of the Fund.”

~ End ~

Suite 5-03, 5<sup>th</sup> Floor, Menara Atlan, 161B, Jalan Ampang, 50450 Kuala Lumpur, Malaysia  
Phone: +603 2164 5303 Fax: +603 2164 5308 Email: info@saturna.com.my Website: www.saturna.com.my

Account Number:

-   -

**IMPORTANT NOTE:**

1. Please read the latest Prospectus, the Supplementary Prospectus (if any) and Notes on pages 3-4 before completing this Application Form.
2. This Application Form should be circulated together with the Prospectus in accordance with the requirements of the Capital Markets and Services Act 2007.
3. Complete this form in "Block Letter", tick (✓) in the appropriate boxes and delete where applicable.

Fund Name

Initial Investment

Individual Applicant  Joint Applicant  Corporate Applicant

**PART A**

**PRINCIPAL ACCOUNT HOLDER INFORMATION**

Name (as in NRIC / Passport / Other ID)  Mr  Dr  Mrs  Ms  Mdm

New NRIC Number

Old NRIC / Passport / Others

Date of Birth (dd/mm/yyyy)

Correspondence Address

Town / City

State

Country

Postal Code

Mobile Telephone Number

Telephone Number

Facsimile Number

Email Address

Tax ID

Country of Tax ID

Bank Name: \_\_\_\_\_ Account No: \_\_\_\_\_

Marital Status:

Single

Married

Gender:

Male

Female

Nationality:

Malaysian

Other \_\_\_\_\_

Religion (purification):

Islam

Other \_\_\_\_\_

Ethnicity:

Bumiputera

Indian

Chinese

Other \_\_\_\_\_

**PART B**

**JOINT ACCOUNT HOLDER INFORMATION (If Applicable)**

**Joint Account Holder**

Relationship to Principal Account Holder \_\_\_\_\_

Name (as in NRIC / Passport / Other ID)  Mr  Dr  Mrs  Ms  Mdm

New NRIC Number

Old NRIC / Passport / Others

Date of Birth (dd/mm/yyyy)

Correspondence Address

Town / City

State

Country

Postal Code

Mobile Telephone Number

Telephone Number

Facsimile Number

Email Address

Tax ID

Country of Tax ID

Marital Status:

Single

Married

Gender:

Male

Female

Nationality:

Malaysian

Other \_\_\_\_\_

Religion (purification):

Islam

Other \_\_\_\_\_

Ethnicity:

Bumiputera

Indian

Chinese

Other \_\_\_\_\_

Signature Conditions:

- Either Principal or Joint Account Owner Can Sign  
 Principal Account Holder Must Sign  
 All Account Holders Must Sign

## PART C

## CORPORATE ACCOUNT HOLDER INFORMATION

Name of Corporation / Trust / Co-operative / Foundation (as in Certificate of Incorporation)

Company / Business Registration Number (as in Certificate of Incorporation)

Date of Incorporation (dd/mm/yyyy)

Principal Business Activities

Place of Incorporation:

- Within Malaysia  
 Outside Malaysia

Corporate Status:

- Bumiputera Controlled  Non-Malaysian Controlled  
 Non-Bumiputera Controlled

Correspondence Address

Town / City / State

Country

Postal Code

Telephone Number

Mobile Telephone Number

Primary Contact Person

Designation

Primary Contact Person Telephone Number

Email Address

## Type of Entity

 Financial Institution <sup>(1)</sup> (Please provide relevant FATCA forms) Trust <sup>(2)</sup> (Please provide relevant FATCA forms) Listed Company

Trading Name/Stock Code \_\_\_\_\_

Exchange Name \_\_\_\_\_

 Non-Listed Company. Does any US Person/Entity <sup>(3)</sup> directly or indirectly own more than 10% of the organization? Yes (Please provide FATCA forms)\*  No Others \_\_\_\_\_

(1) Financial institution refers to any organisation that holds a banking, securities, and/or life insurance license. Example of financial institutions include banks, life insurers, custodians, asset managers, and investment funds.

(2) Trust refers to any legal arrangement or structure that holds and controls asset(s) for the benefit of others (i.e., an individual or company that is not the trust or trustee).

(3) US person/entity is defined as one of the following:

\* Citizen or resident of the US

\* Any estate of which any executor or administrator is a US person

\* US partnership or corporation

\* Any trust subject to US supervision and substantially controlled by a US person

\* If country is United States of America (US), please provide the relevant FATCA forms. Please note that nothing on this form is intended to constitute tax advice. Please seek independent tax advice or refer to [www.irs.gov](http://www.irs.gov) for more information on the appropriate tax form to be provided.

## PART D

## INVESTMENT / DISTRIBUTION INSTRUCTION

I/We wish to invest in the above fund upon the condition of the latest Prospectus and the Supplementary Prospectus (if any) issued together with this Application Form which I/We have read, on becoming a unitholder, I/We agree to be bound by the Provisions of the Deed relating to the fund.

Investment Amount

MYR \_\_\_\_\_

Mode of Payment

- Cheque / Bank Draft  
 Debit Account / TT / Bank Transfer

Income Distribution Instruction (if any)

- Reinvest  
 Pay by Cheque

Telegraphic Transfer to:

Saturna Sdn Bhd–Client Trust A/C (Fund) or  
Bank: AmBank (M) Berhad  
Rentas Code: ARBKMYKLXXX  
Account Number: 888-101-453833-0

Saturna Sdn Bhd–Client Trust A/C (Fund)  
Malayan Banking Berhad  
MBBEMYKLXXX  
564016-631363

Automatic Investing

Amount:

MYR \_\_\_\_\_ every \_\_\_\_\_ on the \_\_\_\_\_  
(month, quarter, year) (date, i.e., 15th, 21st, etc.)

Telegraphic Transfer from:

Bank: \_\_\_\_\_

Rentas Code: \_\_\_\_\_

Account Number: \_\_\_\_\_

I/We hereby declare that the above information given by me/us are true and accurate and that I/We have not been declared a bankrupt person/s and that the funds invested herein does not contravene the laws of Malaysia including the Anti-Money Laundering and Anti-Terrorism Financing Act 2001. I/We acknowledge that I/We are aware that there are fees and charges that I/We will incur directly or indirectly when investing in the fund.

I/We have read and fully understood the notes and the terms and conditions in this Form and the latest Prospectus, the Supplementary Prospectus (if any) and the investment services rendered (including any amendments as may be in force from time to time).

_____	_____
Principal Account Holder Signature	Date
_____	_____
Joint Account Holder Signature	Date
_____	_____
Authorised Signatory(ies) of Corporate Applicant	Date
_____	_____
Authorised Signatory(ies) of Corporate Applicant	Date

Corporate Applicant  
Common Seal / Company Stamp

#### FOR IUTA DISTRIBUTION ONLY

IUTA Name / Distributor Code \_\_\_\_\_  
 UTC Name \_\_\_\_\_ UTC No. \_\_\_\_\_  
 Category of Investor:  Retail  Institutional  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### FOR SATURNA USE ONLY

Received by \_\_\_\_\_  
 Date \_\_\_\_\_  
 Category of Investor  Retail  Institutional  
 Verified by \_\_\_\_\_ Date \_\_\_\_\_

#### PLEASE READ THESE NOTES BEFORE COMPLETING THE APPLICATION FORM

1. **AUTHORISED PERSON TO SELL**  
Please check that the Unit Trust Consultant (UTC) servicing you has a valid authorisation and registration card.
2. **PRINCIPAL APPLICANT**
  - (a) Principal applicant must be an individual of 18 years old and above.
  - (b) Applicant must sign on this application form and enclose a photocopy of his/her NRIC, Passport, or Other ID.
  - (c) For the applicant below 18 years old, opening an account must be joined together with the principal applicant.
3. **JOINT APPLICANT(S)**
  - (a) A joint holder(s) of units, who is/are 18 years of age and above, both or all parties must sign the Application Form. In the case of death of one or both holder(s) of units, the survivor will be the person recognised by the Manager and the Trustee as having any title or interest in such units, except where the units are pledged as collateral to the financial/other institution.
  - (b) A joint holder of units who is below 18 years of age, a photocopy of his/her NRIC, Passport, Birth Certificate, or Other ID is required. In the case of death of the principal unitholder, before the minor attains the age of 18, the estate of the principal unitholder will be recognised by the Manager and the Trustee as having title to or interest in such units except where the units are pledged as collateral to the financial/other institution.
  - (c) For joint holders accounts, all correspondences and payments relating to the units will be sent only to the principal account holder.
  - (d) In the absence of written explicit instructions, Joint Applicant(s) acknowledge that instructions must be given by both of them.
4. **CORPORATE APPLICANT**
  - (a) For a corporate applicant, please fill in the Name of Corporation, Trust, Co-Operative or Foundation, the Company/Business Registration Number as in Certificate of Incorporation and Correspondence Address in full.
  - (b) Enclose a certified copy of Business Registration Certificate (Form 9 & 13), Memorandum & Articles of Association, Form 24, Form 44, Form 49, Board of Directors' Resolution approving investing in Saturna's fund, list of authorised signatories with specimen signatures and latest audited account.
  - (c) The application must be signed by the Authorised Signatory(ies) whose name and designation must be stated. The Company's Common Seal or the Company's Rubber Stamp must be affixed where applicable. If signed under a Power of Attorney, the Attorney should confirm that he/she has notice of revocation of power.
5. **PAYMENT OF INVESTMENT**
  - (a) Payment for investment may be made at our office or any of our IUTA/other distribution branches nearest to you. Payment for investment can be in the form of Cheques, Bank Drafts, Debit Account, Telegraphic Transfer (TT) or Bank Transfer. Payment in the form of Cash will not be accepted.
  - (b) All payments must be accompanied by the proof of payment and application form. Payments by Cheque/Bank Draft must be made out in favour of 'Saturna Sdn Bhd-Client Trust A/C (Fund)' and crossed 'Account Payee Only'.
  - (c) The purchase of units will be based on the NAV per unit determined at the close of the business day and published the following day in our website and newspaper.
  - (d) Units will be credited upon receiving of cheques or bank draft based on NAV per unit and initial sales charge (if any). Please refer to the Prospectus/Supplementary Prospectus (if any) for more information.
  - (e) Initial and subsequent investment must be for a minimum amount stated in the latest Prospectus/Supplementary Prospectus (if any).
6. **STATEMENT**
  - (a) A statement will be issued upon receipt and acceptance of the application by the Manager.
  - (b) In the case of joint holders account, all correspondence and payments relating to the Units will be sent to the principal account holder. Statement will be sent by post at Investor's own risk.
7. **REPURCHASE/REDEMPTION OF UNITS**
  - (a) The registered unitholder may sell all or part of the units by completing and signing the Form of Request to Repurchase.
  - (b) The repurchase price shall be based on the NAV per unit determined at the close of the business day on which the completed and valid repurchase request is received by the Manager or any IUTA/other distribution branches.
8. **COOLING-OFF RIGHT**  
The right is only given to an investor who is investing in the Saturna family of funds/class of fund for the first time, save and except for a corporation or institution, a staff of that management company, and a person registered with a body approved by the SC to deal in unit trusts.
9. **COOLING-OFF PERIOD**  
The cooling-off period of any of the Saturna family of funds/class of fund is within six(6) business days commencing from the date of purchase (i.e., the date on which the Manager receives the application form and the investment amount).
10. **INCOME DISTRIBUTIONS/INSTRUCTIONS**
  - (a) The income from the investment will either be distributed to the registered unitholder's account in the form of units or paid by cheque.
  - (b) The Manager reserves the right to reinvest the distribution for additional units on behalf of unitholder in accordance with the deed of the respective funds/class of fund.

11. ANTI-MONEY LAUNDERING STATEMENTS

- (a) The customer is the underlying principal of the account (where applicable);
  - No person other than the customer shall have any interest in the account (where applicable); and all monies paid to the Manager from time to time shall come from a legitimate (and not an illegal) source; and
  - The customer agrees to provide all information and documents to verify the customer's identity and also to do all acts whatsoever to assist/enable the Manager to comply with all relevant laws, regulations and rules with regards to Anti-Money Laundering and Anti-Terrorism Financing Act 2001.
  - The customer agrees that the Manager shall not be liable for any reason whatsoever and agrees to indemnify the Manager for any losses whatsoever as a result or in connection with any delay or failure to process any application or transaction if such information or documents requested by the Manager have not been promptly provided by the customer to the Manager.
  - The Manager reserves the right to terminate all relationship(s) with the customer if any documents requested by the Manager are not received and/or if the customer is found to have violated and/or not in compliance with any laws, regulations and rules on Anti-Money Laundering and Anti-Terrorism Financing Act 2001.
- (b) In the event of termination, units will be redeemed and the repurchase price shall be based on the NAV per unit determined at the close of the business day.

12. PERSONAL DATA PROTECTION ACT 2010

- (a) In line with the enforcement of the Personal Data Protection Act 2010, Saturna as a data user shall ensure that the privacy of customers' personal data which have been disclosed or presently being maintained by Saturna ("Personal Data") is protected and safeguarded. Saturna is allowed to collect, store, process and use my Personal Data in accordance with the Privacy Policy set out in the website www.saturna.com.my and disclose and share my Personal Data among group of companies, authorised agents and distributors and service providers (who have agreed to keep all personal information confidential) for purposes of providing the products and services of Saturna or any other related services and purposes. Provision of Personal Data is mandatory. If the applicant does not allow their Personal data to be used for the purposes as stated above, the application to subscribe to Saturna products and services will be cancelled.
- (b) The applicant has the right to access, update, or make correction to his/her/its Personal Data. The applicant can also restrict and limit the processing of his/her/its Personal Data to be used for any marketing purpose or to be contacted by Saturna or any other agents or distributors for any sales and promotional activities, by informing Saturna in writing or via email to info@saturna.com.my.

13. RIGHTS OF MANAGER

- (a) The Manager reserves the right to accept or reject any application in whole or in part thereof without assigning any reason which is not completed in full and supported by the requested documents and payments.
- (b) All notices and other communications sent by or to the applicant shall be sent at the risk of the applicant. Unless due to willful default or negligence of the Manager, the Manager shall not be responsible for any inaccuracy, interruption, error, delay, or failure in transmission or delivery of any notices via whatever means, or for any equipment failure or malfunction. The Manager shall not be liable for any direct or indirect consequential losses arising from the foregoing.
- (c) The information that you have provided shall be used strictly for our own purpose and shall not be shared with any other parties unless as required by law.

14. FOREIGN ACCOUNT TAX COMPLIANCE ACT ("FATCA")

Subject to compliance with the relevant laws in Malaysia, the Manager is obliged to comply with the United States tax requirements under FATCA. As such, the Manager may be required to provide information relating to its business and its investors to the IRS, and/or to local tax or other government authorities. It is anticipated that the Manager may also be required to comply, from time to time, with equivalent requirements in other countries. In complying with FATCA, the Manager may be required to provide information that identifies the investor, as well as the investor's account information such as, but not limited to, financial information.

- 15. By signing the application form, I/we hereby consent that the information provided herein and any other information relating to my/our account/s from time to time may be disclosed by the Manager or its affiliates or authorised agents to the United States IRS and/or such other tax or other government authority of any country, in order to enable the Manager to comply with its obligations as described in clause 14 above.

Thank you for reading this note. For further information please contact or write to the Manager.

Saturna Sdn Bhd  
 Suite 5-03, 5<sup>th</sup> Floor  
 Menara Atlan  
 161B, Jalan Ampang  
 50450 Kuala Lumpur  
 Tel: +603 2164 5303  
 Fax: +603 2164 5308  
 Website: www.saturna.com.my  
 E-mail: info@saturna.com.my

**UNIT TRUST LOAN FINANCING RISK DISCLOSURE STATEMENT**

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

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

The brief statement cannot disclose all the risks and other aspects of loan financing. You should therefore carefully study the terms and conditions before you decide to take a loan. If you are in doubt with respect to any aspect of the Risk Disclosure Statement or the terms of the loan financing, you should consult the institution offering the loan.

**Investing in a unit trust fund with borrowed money is more risky than investing with your own savings.**

**ACKNOWLEDGEMENT OF RECEIPT OF RISK DISCLOSURE STATEMENT**

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

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Full Name (Please Print)

\_\_\_\_\_  
 Date