### BIMB-ARABESQUE ASIA PACIFIC SHARIAH-ESG EQUITY FUND ("FUND")

LIST HIGHLIGHTING THE AMENDMENTS FROM THE PROSPECTUS DATED 19 JANUARY 2018 AND THE FIRST SUPPLEMENTAL PROSPECTUS DATED 20 JULY 2020 ("PRINCIPAL PROSPECTUS") AS MODIFIED BY THE SECOND SUPPLEMENTAL PROSPECTUS") IN RELATION TO THE FUND.

NO.	PRINCIPAL PROSPECTUS	SECOND SUPPLEMENTAL PROSPECTUS	REASON FOR AMENDMENT AND COMPLIANCE WITH PARAGRAPHS 9.70 – 9.72 OF THE GUIDELINES ON UNIT TRUST FUNDS ("GUTF")					
The p	General: The proposed amendments to the Principal Prospectus as set out in the Second Supplemental Prospectus essentially entail the amendments to be in line with the GUTF (Revised: 28 November 2022).							
Pros	pectus are not significant changes that will affect ur	the proposed amendments to the Principal Prospectus hit holders' decision to stay invested in the Fund as the vided under the guidance to paragraph 9.71(a) of the Gl	nere is no change in investment strategy,					
amer	ndment via a written notice at least 14 days before the	that will affect unit holders' decision to stay invested in a date of the Second Supplemental Prospectus, unless						
1.	Nil.	GENERAL  All references to "interim", "BIMB Invest" and "Shariah Committee" wherever they appear in the Prospectus, have been amended to "semi-annual", "BIMB Investment" and "Shariah Adviser" respectively.	Amended pursuant to change in terminology and for clarity purpose.					
		Reference to " <b>GST</b> " in the Prospectus has been deleted in its entirety.	Deleted as Goods and Services Tax Act 2014 has been repealed.					
2.	Nil.	Section 1 - Glossary, "baitulmal", "BEST Invest App" and "ESG Book"  "baitulmal" Refers to the treasury of a	Amended to include the references to "baitulmal", "BEST Invest App" and "ESG Book" as such references have been made in the Second Supplemental					

State

Council.

Islamic

Prospectus.

Religious

		"ESG Book"	Shariah-Investing Tool, a non-automated, discretionary robointelligence unit trust online investing platform approved by the SC and fully managed by BIMB Investment.  Previously known as Arabesque S-Ray. ESG Book is a global leader in sustainability data and technology. Incubated by Arabesque in 2018, ESG Book combines cutting-edge technology and proprietary research.  Please refer to https://www.esgbook.com/abo	
3.	Section 1 - Glossary, "Cooling-off Right", "Eligible Market", "Prospectus", "SAC", "Shariah Committee", "Shariah", "Sukuk" and "US (United States) Person"  Refers to your right to apply for and receive a refund for every Unit that you paid for, provided that this is exercised within the Cooling-off Period and you are investing in any funds managed by the Manager for the first time. This right is not applicable to you if you are:  1. A staff of the Manager; or	"Eligible Mark	ut-us/ for further details.  Glossary, "Cooling-off Right", set", "Prospectus", "SAC", "T", "Shariah", Sukuk" and "US Person"  Refers to your right to apply for and receive a refund for every Unit that you paid for, provided that this is exercised within the Cooling-off Period and you are investing in any funds managed by the Manager for the first time. This right is not applicable to you if you are:  a) A staff of the Manager; b) A corporation or institutional investor; or	Amended for clarity purpose.

"Eligible Market"	Person registered with a body approved by the SC to deal in unit trusts.  You will be refunded within 10 days from our receipt of the cooling-off request.  A market which is regulated by a regulatory authority, operates regularly, is open to the public and has adequate liquidity for the purposes of the Fund.	"Eligible Market"	c) A person registered with a body approved by the SC to deal in unit trusts.  You will be refunded within 7 Business Days from our receipt of the cooling-off request.  An exchange, government securities market or an overthe-counter market that is regulated by a regulatory authority of that jurisdiction; that is open to the public or to a substantial number of market participants; and on which	
"Prospectus"	This offer document in respect of this Fund.	"Prospectus"	financial instruments are regularly traded.  Means the prospectus of the Fund and includes any	
"SAC"	The Sherish Advisory Course	"SAC"	supplementary or replacement prospectus, as the case may be.	
	The Shariah Advisory Council of the SC.		The Shariah Advisory Council.	
"Shariah Committee"	The Shariah committee appointed by the Manager to advise on all aspects of the Fund in accordance with Shariah principles.	"Shariah Adviser"	The Shariah adviser appointed by the Manager to advise on all aspects of the Fund in accordance with Shariah principles.	
"Shariah"	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</i> of <i>ulamak</i> (personal effort by qualified Shariah scholars to determine the true	"Shariah"	Islamic law comprising the whole body of rulings pertaining to human conducts derived from sources of the Shariah namely the Qur`an (the holy book of Islam) and Sunnah (practices and explanations rendered by the	

T		TI	<u> </u>	
	rulling of the divine law on		Prophet Muhammad <i>(pbuh)</i>	
	matters whose revelations are		and other sources of Shariah	
	not explicit).		such as <i>ljtihad</i> (exertion of	
			individual efforts to determine	
			the true ruling of the divine law	
			on matters whose revelations	
			are not explicit) of Shariah	
			scholars.	
"Sukuk"	Refers to document or	"Sukuk"	Means certificates of equal	
	certificate, documenting		value which evidence	
	undivided ownership or		undivided ownership or	
	investment in the asset in		investment in the assets using	
	accordance with Shariah		Shariah principles and	
	principles and concepts. The		concepts endorsed by the SAC	
	sak (singular of Sukuk) is		of the SC or any relevant	
	freely traded at par, premium		Shariah Supervisory Boards	
	or discount.		and/or the Shariah Adviser.	
"US (United	U.S. (United States) Person(s)	"US (United		
States)	means:	States)	United States of America, a	
Person"	(a) a United States citizen or	Person	partnership organized or	
Ferson	resident;	Ferson	existing under the laws of any	
	(b) a United States		state, territory or possession of	
	partnership;		the United States of America,	
	1		· ·	
	· /		or a corporation organised under the laws of the United	
	corporation;			
	(d) any estate or trust other		States of America or of any	
	than a foreign estate or		state, territory or possession	
	foreign trust (see internal		thereof, or any estate or trust,	
	revenue code section		other than an estate or trust the	
	7701(a)(31) for a definition		income of which from sources	
	of a foreign estate and a		outside the United States of	
	foreign trust);		America is not includable in	
	(e) any definition as may be		gross income for purpose of	
	prescribed under the		computing United States	
	Foreign Account Tax		income tax payable by it.	
	Compliance Act (FATCA),			
	as may be amended from			
	time to time.			

4.	Section 2 – Corporate Directory, Manager	Section 2 - Corporate Directory, Manager, telephone number of registered office	Amended pursuant to paragraph 3.05(b), part II of the Prospectus Guidelines for Collective Investment Schemes
	Registered Office	Registered Office	("PGCIS")
	Level 32, Menara Bank Islam,	Level 32, Menara Bank Islam,	
	No. 22, Jalan Perak, 50450 Kuala Lumpur.	No. 22, Jalan Perak, 50450 Kuala Lumpur.	
	00-100 Rudia Euripai.	Tel: +603-2088 8000	
5.	Section 2 – Corporate Directory, Shariah Adviser	Section 2 – Corporate Directory, Shariah Adviser	Amended pursuant to change of the
	SHARIAH ADVISER	SHARIAH ADVISER	Shariah Adviser.
	Dr. Ahmad Shahbari @ Sobri bin Salamon (Chairman)	BIMB Securities Sdn Bhd [199401004484 (290163-X)]	
	J9 Felda Kampung Awah	Registered Office	
	28030 Temerloh	32 <sup>nd</sup> Floor, Menara Bank Islam, No. 22 Jalan	
	Pahang	Perak, 50450 Kuala Lumpur.	
	Assoc. Prof. Dr. Asmak binti Ab. Rahman	Tel: +603-2726 7814	
	(Committee Member)	Fax: +603-2088 8033	
	Department of Syariah & Economics	Business Office	
	Academy of Islamic Studies	Level 32, Menara Multi-Purpose, Capital Square,	
	University of Malaya	No. 8, Jalan Munshi Abdullah,	
	50603 Kuala Lumpur	50100 Kuala Lumpur. Tel: +603-2613 1600	
	Dr. Shamsiah binti Mohamad (Committee	Fax: +603-2613 1799	
	Member)	Email: shariah@bimbsec.com.my	
	5, Jalan Zuhrah U5/161	Website: www.bimbsec.com.my	
	Taman Subang Murni		
	Bandar Pinggiran Subang		
	40150 Shah Alam		
	Selangor		

6. Section 2 – Corporate Directory, Trustee

SCBMB Trustee Berhad Registration No. 201201021301 (1005793-T)

**Registered Office** 

Level 26, Equatorial Plaza Jalan Sultan Ismail 50250 Kuala Lumpur Tel No: 03 – 2117 7777

**Business Office** 

Level 23, Equatorial Plaza Jalan Sultan Ismail 50250 Kuala Lumpur

Tel: 03 - 7682 9724

Section 2 - Corporate Directory, Trustee

SCBMB Trustee Berhad Reg. No. 201201021301 (1005793-T)

**Registered Office** 

Level 25, Equatorial Plaza, Jalan Sultan Ismail, 50250 Kuala Lumpur Tel No: 03 – 2117 7777

**Business Office** 

Level <mark>25,</mark> Equatorial Plaza, Jalan Sultan Ismail, 50250 Kuala Lumpur

Tel: 03-76829712 / 03-76829710 / 03-76829704

Email: my.trustee@sc.com Website: www.sc.com/my/trustee Amended to update the Trustee's information and pursuant to paragraph 3.05(c) & (d), part II of the PGCIS.

7. Section 3 – Detailed Information of the Fund, Section 3.4 – Investment Policy and Strategy

The Fund will invest in Shariah-compliant equities (up to 98% of the Fund's NAV) listed in Asia Pacific countries, excluding Malaysia and India, where the regulatory authorities are the ordinary or associate members of the International Organization of Securities Commissions (IOSCO).

The Fund provides the investor with the opportunity to invest in a diversified portfolio of Shariah-compliant equities, which integrates UNGC, ESG and fundamental analysis and offers long-term capital appreciation opportunities.

The Fund follows a rule-based, bottom up approach which identifies a Shariah compliant investment universe screened for sustainability performance

Section 3 – Detailed Information of the Fund, Section 3.4 – Investment Policy and Strategy

The Fund will invest in Shariah-compliant equities (up to 98% of the Fund's NAV) listed in Asia Pacific countries, excluding Malaysia and India.

The Fund provides the investor with the opportunity to invest in a diversified portfolio of Shariah-compliant equities, which integrates UNGC, ESG and fundamental analysis and offers long-term capital appreciation opportunities.

The Fund follows a rule-based, bottom up approach which identifies a Shariah-compliant investment universe screened for sustainability performance

Amended as foreign investment is no longer restricted to countries where its regulatory authorities are the ordinary or associate members of the IOSCO and pursuant to paragraphs 3.09 and 4.10 of the Guidelines on Sustainable and Responsible Investment Funds ("SRI Guidelines").

As the amendment is a significant change which may affect the decision of an existing unit holders to stay invested in the Fund, we will inform existing unit holders via written notice at least 14 days before the date of the Second Supplemental Prospectus.

incorporating the principles of UNGC and ESG as explained in the Section 3.4.1 and applies a portfolio construction methodology based on fundamental analysis. This rule-based process is based on comprehensive research frameworks developed by the research teams. The Investment Adviser's portfolio manager does not act independently and his/her investment advice follows the research framework in place.

incorporating the principles of UNGC and ESG as explained in the Section 3.4.1 and applies a portfolio construction methodology based on fundamental analysis. This rule-based process is based on comprehensive research frameworks developed by the research teams. The Investment Adviser's portfolio manager does not act independently and his/her investment advice follows the research framework in place.

The Fund will maintain at least two-thirds (2/3) of its NAV in Shariah-compliant UNGC or ESG-compliant investments and the Fund's investment will be evaluated on a quarterly basis to ensure that the investments are in line with the principles of the UNGC and ESG and the overall impact on investments is consistent with any other sustainability considerations. If the Fund's investments become inconsistent with its investment policy and strategies, the Manager shall dispose the investment(s) at the next investment universe reassessment (i.e., quarterly). Reinvestment in securities which are in accordance with its policies and strategies will be made immediately upon disposal of non-compliance investment. Please refer to Section 3.10 of this Prospectus for further details of the investment limit of the Fund and its treatment on breach of investment limit.

The Manager may take temporary defensive positions that may be inconsistent with the Fund's principal strategy in attempting to respond to adverse market conditions to protect the Unit Holders' interest. During the temporary defensive position, the Fund may hold more Shariah-compliant liquid assets. The equity exposures of the Fund are managed with exposures ranging from 70% to 98% depending on the Manager's assessment of the market and the economic environment. However.

The Manager may take temporary defensive positions that may be inconsistent with the Fund's principal strategy in attempting to respond to adverse market conditions to protect the Unit Holders' interest. During the temporary defensive position, the Fund may hold more Shariah-compliant liquid assets\*. The equity exposures of the Fund are managed with exposures ranging from 70% to 98% depending on the Manager's assessment of the market and the economic environment. However.

the Fund's equity range may be lower than 70% depending on the Manager's assessment of the equity market outlook.

the Fund's equity range may be lower than 70% depending on the Manager's assessment of the equity market outlook. In any event, the Manager will ensure that at least two-thirds (2/3) of the Fund's NAV remains invested in Shariah-compliant UNGC or ESG-compliant investments at all times.

Note\* liquid assets mean Islamic negotiable instruments of deposits accepted bills-i, Malaysian currency deposits with Islamic financial institutions including investment certificates, commodity murabahah deposit and/or other Islamic deposit instruments as may be permitted by the SC.

The investment strategy involves constructing an eligible investment universe, performing financial analysis for all companies in the investment universe in order to select the most attractive securities and finally constructing the portfolio.

The investment strategy involves constructing an eligible investment universe, performing financial analysis for all companies in the investment universe in order to select the most attractive securities and finally constructing the portfolio.

8. Section 3 – Detailed Information of the Fund, Section 3.4 – Investment Policy and Strategy, Construction of the Investment Universe

**Construction of the Investment Universe** 

- The investment universe of the Fund initially considers all publicly listed equities trading in Australia, China (ex. A-Shares), Hong Kong, Japan, New Zealand, Singapore, Indonesia, Korea, Philippines, Taiwan and Thailand.
- Securities that do not satisfy minimum liquidity criteria are excluded from the investment universe.

Section 3 – Detailed Information of the Fund, Section 3.4 – Investment Policy and Strategy, Construction of the Investment Universe

#### Construction of the Investment Universe

- The investment universe of the Fund initially considers all publicly listed equities trading in Australia, China (ex. A-Shares), Hong Kong, Japan, New Zealand, Singapore, Indonesia, Korea, Philippines, Taiwan and Thailand.
- Securities that do not satisfy minimum liquidity criteria are excluded from the investment universe. For avoidance of doubt, securities need to have a minimum market capitalisation of USD 0.5 billion, a 6-month average daily trading volume of at least USD 10 million.

Amended pursuant to change of name from Arabesque S-Ray® to S-Ray® and pursuant to paragraph 4.09 of the SRI Guidelines.

- Arabesque S-Ray<sup>®</sup> is the Investment Advisor's proprietary assessment of non-financial risk factors such as ESG issues as well as alignment with the principles of the UNGC.
- UNGC: Through Arabesque S-Ray<sup>®</sup>, companies with poor performance on the UNGC principles regarding human rights, labour rights, environment and anti-corruption are excluded.
- ESG: Through Arabesque S-Ray<sup>®</sup>, companies with poor performance on ESG topics are excluded. The S-Ray methodology identifies and weights ESG metrics based on their material (positive or negative) impact on financial performance.

- S-Ray<sup>®</sup> is the Investment Advisor's proprietary assessment of non-financial risk factors such as ESG issues as well as alignment with the principles of the UNGC.
- a. UNGC: Through S-Ray®, companies with poor performance on the UNGC principles regarding human rights, labour rights, environment and anti-corruption are excluded. Poor performance based on the UNGC principles where a company's ESG Book-UNGC score is in the worst 5% of all companies.
- b. ESG: Through S-Ray®, companies with poor performance on ESG topics are excluded. The S-Ray methodology identifies and weights ESG metrics based on their material (positive or negative) impact on financial performance. Poor performance based on ESG topics is where a company's ESG Book ESG score is in the bottom 25% of the sector.

The ESG Score from ESG Book (formerly known as S-Ray), is inspired by the Sustainability Accounting Standards Board ("SASB") and refers to information of particular relevance to investor decision-making. The ESG metrics follow the Dimension Scores and Category Scores as per SASB.

The weights of ESG metric follow a financial materiality approach. The Total Score is calculated from the 26 Category Scores using a systematic weighting approach that accounts for industry and sector materiality. Score calculation encompasses four steps: 1) Determine material categories (classify the categories as (a) industry material, (b) sector material, and (c) immaterial), 2) Calibrate weights (using a proportional weighting approach), 3) Apply Weights (the Total Score is calculated as a weighted average of the Category Scores. Each Category Score is multiplied with its respective weight based

on its classification as industry material, sector material or immaterial and the results are summed up). 4) Calculate Disclosure Score (to show disclosure completeness relative to industry metrics on a scale from 0 to 100 with 100 indicating full disclosure). -Diagram-• Companies are screened for Shariah-compliance • Companies are screened for Shariah-compliance according to the rules of the SAC. The Shariah according to the rules of the SAC. screening methodology is explained in Section 5b: Shariah Screening Methodology. Section 3 - Detailed Information of the Fund. Section 3 - Detailed Information of the Fund. Amended pursuant to change of name Section 3.4.3 - Portfolio Construction Section 3.4.3 – Portfolio Construction from Arabesque S-Ray® to S-Ray®. The aim of the final step of the investment process The aim of the final step of the investment process is to weight the selected securities such that any is to weight the selected securities such that any unintended risk is minimized, and the overall unintended risk is minimized, and the overall portfolio's sustainability score as measured by the portfolio's sustainability score as measured by the S-Arabesque S-Ray® ESG (Environmental, Social, Ray® ESG (Environmental, Social, Governance) Governance) Score is maximised. Score is maximised. Starting with equal weights, we use an Equal Risk Starting with equal weights, we use an Equal Risk Contribution formula to adjust each security's weight Contribution formula to adjust each security's weight such that its tail-risk contribution is spread evenly such that its tail-risk contribution is spread evenly across the portfolio. Equal-Risk Contribution is a across the portfolio. Equal-Risk Contribution is a portfolio-construction method that weights securities portfolio-construction method that weights securities in order to ensure that the tail-risk (risk that arises in order to ensure that the tail-risk (risk that arises due to the small possibility of an extreme negative due to the small possibility of an extreme negative return) contribution of each security in the portfolio return) contribution of each security in the portfolio is is equalised. equalised. We also consider the overall portfolio's Arabesque We also consider the overall portfolio's S-Ray® ESG S-Ray® ESG score in the optimization with the aim score in the optimization with the aim of maximizing of maximizing it for the given level of risk. This adds it for the given level of risk. This adds a third a third dimension to the typical risk-return portfolio dimension to the typical risk-return portfolio construction consideration, which is portfolio construction consideration, which is portfolio

	sustainability.	sustainability.	
	Portfolio Construction always aims to spread risk as evenly as possible whilst also increasing the overall sustainability of the portfolio. The portfolio is rebalanced on a monthly basis.	Portfolio Construction always aims to spread risk as evenly as possible whilst also increasing the overall sustainability of the portfolio. The portfolio is rebalanced on a monthly basis.	
10.	Section 3 – Detailed Information of the Fund, Section 3.8 –Benchmark  MSCI AC Asia Pacific NR Index.	Section 3 – Detailed Information of the Fund, Section 3.8 –Benchmark  FTSE Shariah Asia Pacific Index	Amended pursuant to the change of the performance benchmark for the Fund and pursuant to paragraph 4.02(r)(ii), Part II of the PGCIS.
	The rationale of the benchmark is to reflect the Fund's regional focus, which is investing in equities	Source: FTSE Russell	
	of Asia Pacific countries excluding India and Malaysia.	Please note the above benchmark is only used as a reference for the purpose of investment performance comparison. The Fund is not managed	
	The information on the benchmark can be obtained via https://www.msci.com/indexes.	against the benchmark. Please note that the risk profile of the Fund may be higher than the risk profile of the benchmark.	
	Please note that the risk profile of the Fund may be higher than the risk profile of the benchmark.	Note: The performance benchmark of the Fund will be changed from MSCI AC Asia Pacific NR Index to FTSE Shariah Asia Pacific Index effective as per the date of this Prospectus due to the discontinuation of MSCI index licensing.	
11.	Section 3 – Detailed Information of the Fund, Section 3.10 - Investment Restrictions and Limits	Section 3 – Detailed Information of the Fund, Section 3.10 - Investment Restrictions and Limits	Amended pursuant to the following reasons:
		Exposure Limits	
		<ul> <li>The value of the Fund's investments in Shariah- compliant transferable securities that are not traded or dealt in or under the rules of an Eligible Market must not exceed 15% of the Fund's NAV,</li> </ul>	Inserted pursuant to paragraph 3 of Schedule B to the GUTF.

#### **Spread of Investments on Single Issuer**

- (a) The value of the Fund's investments in Shariahcompliant ordinary shares issued by any single issuer must not exceed 10% of the Fund's NAV;
- (b) The value of the Fund's investments in transferable Shariah-compliant securities i.e. equities and warrants and Islamic money market instruments issued by any single issuer must not exceed 15% of the Fund's NAV; and
- (c) The aggregate value of the Fund's investments in transferable Shariah-compliant securities i.e. equities and warrants, Islamic money market instruments and Islamic deposits issued by or placed with (as the case may be) any single issuer/institution must not exceed 25% of the Fund's NAV.

**Spread of Investments on Groups of Companies** 

subject to a maximum limit of 10% of the Fund's NAV in a single issuer.

### **Investment Spread Limits**

- a. The value of the Fund's investments in Shariahcompliant ordinary shares issued by any single issuer must not exceed 10% of the Fund's NAV.
- The value of the Fund's investments in Shariahcompliant transferable securities and Islamic
  money market instruments, issued by any single
  issuer must not exceed 15% of the Fund's NAV
  (single issuer limit). In determining the single
  issuer limit, the value of the Fund's investments
  in instruments in item a. stated under "Exposure
  Limits" issued by the same issuer must be
  included in the calculation.
- c. The aggregate value of the Fund's investments in, or exposure to, a single issuer through Shariah-compliant transferable securities, Islamic money market instruments, and Islamic deposits must not exceed 25% of the Fund's NAV (single issuer aggregate limit). In determining the single issuer aggregate limit, the value of the Fund's investments in instruments in item a. stated under "Exposure Limits" issued by the same issuer must be included in the calculation.
- d. The value of the Fund's investments in units or shares of an Islamic collective investment scheme must not exceed 20% of the Fund's NAV, provided that the Islamic collective investment scheme complies with the Guidelines.

Amended pursuant to paragraph 5 of Schedule B to the GUTF.

Amended pursuant to paragraph 7 of Schedule B to the GUTF.

Amended pursuant to paragraph 8 of Schedule B to the GUTF.

The value of the Fund's investments in transferable e. Shariah-compliant securities i.e. equities and warrants and the Islamic money market instruments issued by any group of companies shall not exceed 20% of the Fund's NAV.

The value of the Fund's investments in Shariahcompliant transferable securities and Islamic money market instruments issued by any group of companies must not exceed 20% of the Fund's NAV (group limit). In determining the group limit, the value of the Fund's investments in instruments in item a. stated under "Exposure Limits" issued by the issuers within the same group of companies must be included in the calculation.

Amended pursuant to paragraph 10 of Schedule B to the GUTF.

The single issuer limit in item b. stated under "Investment Spread Limits" may be raised to 35% of the Fund's NAV if the issuing entity is, or the issue is guaranteed by, either a foreign government, foreign government agency, foreign central bank or supranational, that has a minimum long-term credit rating of investment grade (including gradation and subcategories) by an international rating agency.

Amended pursuant to paragraph 11 of Schedule B to the GUTF.

Where the single issuer limit is increased to 35% of the Fund's NAV, the single issuer aggregate limit in item c. stated under "Investment Spread Limits" may be raised, subject to the group limit in item e. stated under "Investment Spread Limits" not exceeding 35% of the Fund's NAV.

Amended pursuant to paragraph 12 of Schedule B to the GUTF.

#### **Concentration of Investments**

#### **Investment Concentration Limits**

- compliant securities i.e. equities and warrants issued by any single issuer must not exceed 10% of the Shariah-compliant security issued by any single issuer; and
- (a) The Fund's investments in transferable Shariah- a. The Fund's investments in Shariah-compliant shares or Shariah-compliant securities equivalent to shares must not exceed 10% of the Shariah-compliant shares or Shariah-compliant securities equivalent to shares, as the case may be, issued by a single issuer.

Amended pursuant to paragraph 14 of Schedule B to the GUTF.

- (b) The Fund's investments in Islamic money market | b. instruments must not exceed 10% of the
- The Fund's investments in Islamic money market | Amended for clarity purpose instruments must not exceed 10% of the

instruments issued by any single issuer. This limitation will not apply to Islamic money market instruments that do not have a pre-determined issue size.

### Shariah-compliant Collective Investment Schemes

- (a) The value of the Fund's investments in units/shares of any Shariah-compliant collective investment schemes must not exceed 20% of the Fund's NAV; and
- (b) The Fund's investments in Shariah-compliant collective investment schemes must not exceed 25% of the units/shares in any one Shariahcompliant collective investment scheme.

#### **Placement of Islamic Deposits**

The value of the Fund's placement in Islamic deposits with any single financial institution must not exceed 20% of the Fund's NAV.

instruments issued by any single issuer. This limit does not apply to Islamic money market instruments that do not have a pre-determined issue size.

The Fund's investment in Islamic collective investment scheme must not exceed 25% of the units or shares in the Islamic collective investment scheme.

#### **Placement of Islamic Deposits**

The value of the Fund's placement in Islamic deposits with any single financial institution must not exceed 20% of the Fund's NAV. This single financial institution limit does not apply to placements of Islamic deposits arising from:

- (i) subscription monies received prior to the commencement of investment by the Fund;
- (ii) liquidation of investments prior to the termination of the Fund, where the placement of Islamic deposits with various financial institutions would not be in the best interests of Unit Holders; or
- (iii) monies held for the settlement of redemption or other payment obligations, where the placement of Islamic deposits with various financial institutions would not be in the best interest of Unit Holders.

The limits and restrictions on the investments of the Fund do not apply to Sukuk or Shariah-compliant

Moved to paragraph d above.

Amended for clarity purpose

Amended pursuant to paragraph 13 of Schedule B to the GUTF.

Amended pursuant to paragraph 6.44 of the GUTF.

A 5% allowance in excess of any limit or restriction instruments issued or guaranteed by the Malaysian imposed is permitted where the limit or restriction is government or BNM. breached through an appreciation or depreciation of the Fund's NAV (whether as a result of an The investment restrictions and limits mentioned Amended pursuant to paragraphs 6.47 – 6.49 of the GUTF and paragraph 4.10 of appreciation or depreciation of the Fund's NAV herein must be complied with at all times based on the most up-to-date value of the Fund's investments. the SRI Guidelines. (whether as a result of an appreciation or The Manager will notify the SC within seven (7) depreciation in value of the Fund's assets or as a Business Days of: (i) any breach of investment limits result of repurchase of Units or payment made out of the Fund). The Manager shall not make any and restrictions stated above; (ii) where the Fund further acquisition to which the relevant limit is breaches the two-thirds (2/3) asset allocation breached, and the Manager shall, within reasonable threshold in Shariah-compliant UNGC or ESGperiod of not more than three (3) months from the compliant investments; or (iii) if the Fund's date of the breach, take all necessary steps and investments become inconsistent with its investment actions to rectify the breach. policy and strategies, with the steps taken to rectify and prevent such breach from recurring. However, any breach as a result of any appreciation or depreciation in the value of the Fund's investments or repurchase of Units or payment made out of the Fund, change in capital of a corporation in which the Fund has invested in or downgrade in or cessation of a credit rating, need not be reported to the SC and must be rectified as soon as practicable within three (3) months from the date of the breach. The three (3) months period may be extended if it is in the best interests of Unit Holders and the Trustee's consent is obtained. Such extension will be subject to a monthly review by the Trustee. 12. Nil. Section 3 – Detailed Information of the Fund, 3.16 Inserted pursuant to paragraph 4.02(t), - Cross Trade Policy Part II of the PGCIS. 3.16 CROSS TRADE POLICY Cross trading can only be undertaken provided that: i. sale and purchase decisions are in the best interests of both clients; ii. transactions are executed through a stockbroker or a financial institution on an arm's length and fair value basis: and

		<ul> <li>iii. justifications for such transactions are documented prior to execution of the trades.</li> <li>Cross trading between the following are strictly prohibited: <ol> <li>employee of BIMB Investment and the clients; or</li> <li>BIMB Investment for its proprietary trading and its clients.</li> </ol> </li> <li>All cross trading done shall be reported to the Investment Committee.</li> </ul>	
13.	Nil.	Section 4 – Risk Factors, Section 4.1 General Risk of Investing in the Fund, "ii. Performance Risk"  ii. Performance Risk - The performance of the Fund depends on the financial instruments that the Fund invest. If the instruments do not perform within expectation or if there is a default, then the performance of the Fund will be impacted negatively. The performance of the Fund may also be impacted if the allocation of assets is not properly done. On that basis, there is never a guarantee that investing in the Fund will produce the desired investment returns.	Inserted for clarity purpose.
14.	Section 4 – Risk Factors, Section 4.1 - General Risk of Investing in the Fund, iv. Shariah Non-Compliance Risk  iv. Shariah Non-Compliance 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 view of the equities by the SAC Shariah screening methodology adopted by the Shariah Committee. If this occurs, the Manager will take necessary steps to dispose such equities. There may be opportunity loss to the Fund	Section 4 – Risk Factors, Section 4.1 - General Risk of Investing in the Fund, iv. Shariah Non-Compliance Risk  iv. Shariah Non-Compliance Risk - This risk refers to the risk that the Fund not conforming to Shariah guidelines. The Manager (as advised by the Shariah Adviser) would be responsible for ensuring that the Fund is managed and administered in accordance with Shariah guidelines.	Amended for clarity purpose.

	due to the Fund not being allowed to retain the excess capital gains derived from the disposal of the Shariah non-compliant equities.	Any Shariah non-compliant investment made by the Fund due to error of the administration shall be disposed of or withdrawn with immediate effect, if possible, or otherwise within one (1) calendar month of knowing the status of the investment. Any gain resulting from the said disposal shall be channelled to baitulmal and/or charitable bodies as advised by the Shariah Adviser whilst any loss is to be borne by the Manager.	
15.	Nil.	Section 4 – Risk Factors, Section 4.2 – Specific Risks Associated with Investing in the Fund, "ix. Sustainability Risk", "x. SRI Investments Risk" and "xi. Shariah Status Reclassification Risk"  ix. Sustainability Risk - Sustainability risk means	Inserted pursuant to paragraph 4.05 of the SRI Guidelines and for clarity purpose.
		an environmental, social or governance event or condition that, if it occurs, could cause an actual or a potential material negative impact on the value of the investment and potentially a total loss of its value and therefore an impact on the net asset value of the Fund. The Fund Manager's objective is making sustainable investments and/or have environmental and/or social characteristics, which can be achieved by applying sustainability criteria to the selection of investments.	
		The Manager will evaluate the Fund's investments on a quarterly basis to determine whether the Fund's investments are consistent with UNGC principles and ESG factors. If the Fund's investments become inconsistent with UNGC principles and ESG factors, the Manager shall dispose of the investments if the value of the investments held exceeds or is equal to the original investment cost (which may include transaction cost).	
		On the other hand, the Fund is allowed to hold the investments if the value of the investments is below	

the original investment cost. The said investments will be sold once the value of such investments is equal to the original investment cost. It is also permissible for the Fund to retain the profit received during the holding period until such time the market value of the investments is equal to the original investment cost. For avoidance of doubt, the Fund will maintain at least two-thirds (2/3) of its NAV in Shariah-compliant UNGC or ESG-compliant investments.

x. SRI Investments Risk - This is the risk that the Manager may not correctly apply the relevant criteria resulting out of the ESG analysis or that the Fund may have indirect exposure to investments which do not meet the relevant criteria (based on UNGC principles and ESG factors). This may result in potential losses to the Fund in the event that such investments are disposed at unfavourable prices due to the violation of the investment policy and strategies of UNGC principles and ESG factors. If the Fund's investments become inconsistent with its investment policy and strategies of UNGC principles and ESG factors, the Manager shall deal with the investment(s) in accordance with Section 3.4 of this Prospectus.

xi. Shariah Status Reclassification Risk - This risk refers to the risk of a possibility that the currently held Shariah-compliant equities or Islamic collective investment scheme or Islamic deposits or Islamic money market instruments invested by the Fund may be reclassified or declared as Shariah noncompliant by the relevant authority or the Shariah Adviser. If this occurs, the Manager will take the necessary steps to dispose of or withdraw such investments. 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 said investments.	
16.	Nil.	Section 4 – Risk Factors, Section 4.3 – Liquidity Risk Management	Inserted pursuant to paragraph 4.02(k), part II of the PGCIS.
		To mitigate the liquidity risk, the Manager will employ prudent liquidity management such as maintaining reasonable levels of liquidity to meet any redemption requests complemented by a temporary defensive strategy should adverse conditions prevail. The Manager will apply liquidity risk management tools and strategies (i.e., liquidity stress test, daily monitoring of redemption requests and sufficient holding of liquid assets) to assess the Fund's viability to meet expected and unexpected redemption requests under adverse scenarios.	
		As a last resort after exhausting all other liquidity risk management tools and strategies, the Manager may, in consultation with the Trustee and having considered the best interests of Unit Holders, subject repurchase requests by Unit Holder to suspension, due to exceptional circumstances, in an effort to further curtail the liquidity risk experienced by the Fund.	
		Please refer to Section 7.8 Suspension of Sale and Redemption of Units for further details.	
17.	Section 5 - Introduction to Shariah-Compliant Fund	Section 5 - Shariah Investment Guidelines, Cleansing Process and Zakat for the Fund	Amended to update the Shariah Investment Guidelines of the Fund.
	How Does the Islamic Fund Work?	5.1 Shariah Investment Guidelines	
	The Fund will be strictly monitored by the Shariah Advisers whose members are registered Shariah advisers with the SC. The Shariah committee's role is to provide advice and guidance to the manager to	The following guidelines are adopted by the Shariah Adviser in determining the Shariah status of investments of the Fund.	

ensure that all activities of the fund comply with Shariah principles. The Shariah committee acts independently from the manager and some of its roles are as follows:-

- To advise on all aspects of Islamic fund management business in accordance with Shariah principles;
- ii. To provide Shariah expertise and guidance on all matters, particularly in documentation, structuring and investment instruments and ensure compliance with relevant SC regulations and/or standards, including resolutions issued by the SAC:
- iii. To review compliance report of the manager or an investment transaction report to ensure that investment activities are Shariah-compliant; and
- iv. To provide a written opinion and/or periodic report to confirm and certify whether the Islamic fund management business has been managed and/or administered in accordance with Shariah principles.

#### **Shariah Investment Process**

### a. Shariah Approval Process

At all times, the investment of the Fund would be restricted to securities and/or instruments that are allowed under Shariah and the Fund is prohibited from investing in securities/instruments which do not comply with the Shariah. The investment portfolio of the Fund comprises of securities which have been classified as Shariah-compliant by the Shariah Committee in accordance with the Shariah screening methodology issued by the SAC,

- The Fund must at all times and all stages of its operation comply with Shariah requirements as resolved by the SAC of the SC or in cases where no specific rulings are made by the SAC of the SC, the decisions of the Shariah Adviser or the approved Shariah Supervisory Boards of relevant Islamic indices.
- The Fund must be established and operated by the Manager, and finally redeemed by the investors on the basis of contracts which are acceptable in Shariah. The banking facilities and short-term money market instruments used for the Fund have to be Shariah-compliant. Similarly, all the other investment instruments must be Shariah-compliant.
- For Islamic money market instruments and Islamic deposits, they shall be based on the data readily available on Bank Negara Malaysia and the financial institutions' websites respectively.
- For investment in foreign equities, the Fund is only allowed to invest in Shariah-compliant equities which are on the approved lists by the Shariah Adviser. In the event of reclassification of foreign Shariah-compliant equities to be Shariah non-compliant, the Fund is to abide by the rules as laid down by the SAC of the SC and by this Shariah Investment Guidelines. In the event that the Fund wishes to invest in foreign Shariah-compliant equities not covered by the approved lists by the Shariah Adviser, the Manager must submit to the Shariah Adviser the latest information pertaining to the issuer's business activities, its complete financial statements and other related information to enable the Shariah Adviser to carry out Shariah

adopted by the Shariah Committee, whilst the ultimate status of Shariah compliance lies under the purview of the Shariah Committee.

In conformity with the principles of the Shariah, the Fund shall not invest in securities of companies not classified as Shariah compliant by the Shariah Committee in accordance with the SAC methodology adopted by the Shariah Committee or as determined by the Shariah Committee. For liquid assets purposes, the Fund shall not make placement in conventional deposits and interest-bearing money market instruments.

#### b. Shariah Screening Methodology

All equities in the Fund are screened for Shariah compliance in accordance with the following SAC Shariah screening methodology.

- Business activity screening:
  - Non-premises income from the following activities must be less than five percent of total revenue/profit before tax (PBT):
    - Conventional banking, conventional insurance, gambling, liquor and liquorrelated activities, pork and pork-related activities. non-halal food and beverages, Shariah non-compliant entertainment, interest income from conventional accounts and instruments, tobacco and tobaccorelated activities, dividends from Shariah non-compliant investments and other activities deemed noncompliant according to Shariah.

screening. The Shariah Adviser applies the screening methodology of the SAC of the SC in this Shariah screening.

- For investments in unlisted Shariah-compliant equities, the Shariah Adviser also applies the screening methodology of the SAC of the SC in its Shariah screening. As such, the Manager must submit to the Shariah Adviser the latest information pertaining to the issuer's business activities, its complete financial statements and other related information to enable the Shariah Adviser to carry out the Shariah screening.
- For investments in Islamic collective investment schemes, the Manager must submit to the Shariah Adviser all pertinent information including the prospectuses, its structures, investment avenues, Shariah investment guidelines, Shariah contracts and Shariah pronouncements by the relevant Shariah advisers advising the Islamic collective investment schemes, for the Shariah Adviser to confirm the Shariah status of the said Islamic collective investment schemes.
- The decision of the Shariah Adviser shall be final.
- To facilitate the purchase and sale of foreign Shariah-compliant securities and Shariahcompliant investment instruments, there may be a need to have cash placement in a conventional bank account outside Malaysia. In such circumstances, the conventional account should be non-interest bearing and the sole purpose is only to facilitate purchase and sale of foreign Shariah-compliant securities and Shariahcompliant investment instruments. In the event

For the above-mentioned business/activities, the contribution of Shariah non-compliant businesses/activities to the group revenue or group profit before taxation of the company must be less than five percent.

- Non-permissible income from the following activities must be less than 20 percent of total revenue/profit before tax (PBT):
  - Share trading, stock broking business, rental received from Shariah noncompliant activities and other activities deemed non-compliant according to Shariah.

For the above-mentioned businesses/activities, the contribution of Shariah non-compliant businesses/activities to the group revenue or group profit before taxation of the company must be less than 20 percent.

- Financial ratio benchmarks:
  - Cash over Total Assets < 33%</p>
    - Cash only includes cash placed in conventional accounts and instruments, whereas cash placed in Islamic accounts and instruments is excluded from the calculation.
  - ➤ Debt over Total Assets < 33%
    - Debt only includes interest-bearing debt whereas Islamic financing or sukuk is excluded from the calculation.

Each ratio, which is intended to measure riba and riba-based elements within a company's statements of financial position, must be less than 33 per cent. that such a non-interest bearing account is unavailable, all interests earned shall be cleansed and that shall be undertaken annually if not earlier.

#### 5.2 Cleansing Process for the Fund

### (a) Wrong Investment

## (i) Investment in Shariah non-compliant equity securities

The said investment shall be disposed of or withdrawn with immediate effect, if possible, or otherwise within one (1) calendar month of knowing the status of the investment. In the event that the investment resulted in any gain in the form of capital gain or dividend before or after the disposal of the investment, it has to be channelled to *baitulmal* and/or charitable bodies as advised by the Shariah Adviser. The Fund has a right to retain only the investment cost. The Shariah Adviser advises that this cleansing process (namely, channelling of income from wrongful investment to baitulmal and/or charitable bodies as advised by the Shariah Adviser) shall be carried out within two (2) calendar months from the said disposal or withdrawal date. If the disposal of the investment resulted in losses to the Fund, the losses are to be borne by the Manager.

(ii) Investment in other Shariah noncompliant instruments (namely, money

### Treatment of Disposal of Shariah Non-Compliant Securities

# a. "Shariah-Compliant Securities" which are subsequently classified as "Shariah Non-Compliant"

For securities which were earlier classified as Shariah-compliant securities but due to some reasons, such as changes in the companies' operations and financial positions, are subsequently classified as Shariah noncompliant, the Manager must liquidate the securities on the rebalancing date i.e. on the trading day of the stocks which is on a quarterly basis and follows a rule based and quantitative approach, regardless whether the Fund will make gain or incur loss from the disposal. Any gain or loss arising from the disposal of the Shariah non-compliant securities on the rebalancing date will be absorbed by the Fund.

### b. Shariah Non-Compliant Securities

In accordance with SAC's advice, any Shariah non-compliant securities which have been inadvertently purchased by the Fund shall be disposed off by the Manager within a month of becoming aware of the status of the securities. Any gain made in the form of capital gain or dividend received during or after the disposal of the securities will be channeled to baitulmal and/or charitable bodies. Any loss arises from the disposal will be borne by the Manager. The Fund has a right to retain only the original investment cost.

# market instruments or deposits or collective investment schemes)

The said investment shall be disposed of or withdrawn with immediate effect, if possible, or otherwise within one (1) calendar month of knowing the status of the investment. In the event that the investment resulted in Shariah noncompliant income received before or after the disposal or withdrawal of the investment, it has to be channelled to baitulmal and/or charitable bodies as advised by the Shariah Adviser. The Fund has a right to retain only the investment cost. The Shariah Adviser advises that this cleansing process (namely, channelling of income from wrongful investment to baitulmal and/or charitable bodies as advised by the Shariah Adviser) shall be carried out within two (2) calendar months from the said disposal or withdrawal date. If the disposal of the investment resulted in losses to the Fund, the losses are to be borne by the Manager.

# (b) Reclassification of Shariah Status of the Fund's Investments

### (i) Shariah-compliant equity securities

Reclassification of Shariah status refers to securities which were earlier classified as Shariah-compliant securities but due to failure to meet the set benchmark criteria, are subsequently reclassified as Shariah non-compliant by the SAC of the SC, the Shariah Adviser or the Shariah

Supervisory Boards of relevant Islamic indices. If on the reclassification effective date, the value of the securities held exceeds or is equal to the investment cost, the Fund which holds such Shariah noncompliant securities must liquidate them. To determine the time frame to liquidate such securities, the Shariah Adviser advises that such securities should be disposed of within one (1) calendar month of reclassification.

Any dividends received up to the reclassification effective date and capital gains arising from the disposal of the said reclassified Shariah non-compliant securities made with respect to the closing price on the reclassification effective date can be kept by the Fund. However, any dividends received and excess capital gain derived from the disposal after the reclassification effective date at a market price that is higher than the closing price on the reclassification effective date shall be channelled to baitulmal and/or charitable bodies as advised by the Shariah Adviser. The Shariah Adviser advises that this cleansing process should be carried out within two (2) calendar months from the above disposal date.

The Fund is allowed to hold the Shariah non-compliant securities if the market price of the said securities is below the investment cost. It is also permissible for the Fund to keep the dividends received during the holding period until such time when the total amount of the dividends received and the market value of the

Shariah non-compliant securities held equal the investment cost. At this stage, the Fund is advised to dispose of their holdings. In addition, during the holding period, the Fund is allowed to subscribe to:

- any issue of new securities by a company whose Shariah noncompliant securities are held by the Fund such as rights issues, bonus issues, special issues and warrants [excluding securities whose nature is Shariah non-compliant such as irredeemable convertible unsecured loan stock (ICULS)]; and
- securities of other companies offered by the company whose Shariah noncompliant securities are held by the Fund.

on conditions that the Fund expedites the disposal of the Shariah non-compliant securities. For securities of other companies [as stated in the second bullet above], they must be Shariah-compliant securities.

(ii) Islamic money market instruments or Islamic deposits or Islamic collective investment schemes

This refers to the instruments which were earlier classified as Islamic money market instruments or Islamic deposits or Islamic collective investment schemes but due to certain factors such as changes in the issuers'

business direction and policy or failure to carry out proper Shariah contracts' transactions, which render the instruments Shariah non-compliant by the relevant authority or the Shariah Adviser. If this occurs, the Manager will take the necessary steps to dispose of or withdraw such money market instruments or deposits or collective investment schemes.

If on the reclassification effective date, the value of the Shariah non-compliant instruments held exceeds or is equal to the investment cost, the Fund which holds such Shariah non-compliant instruments must liquidate them. To determine the time frame to liquidate such instruments, the Shariah Adviser advises that such reclassified Shariah non-compliant instruments should be disposed of within one (1) calendar month of reclassification.

Any income received up to the reclassification effective date and capital gains arising from the disposal of the said reclassified Shariah non-compliant instruments made on the reclassification effective date can be kept by the Fund.

However, any income received and excess capital gain derived from the disposal after the reclassification effective date at a price that is higher than the price on the reclassification effective date shall be channelled to baitulmal and/or charitable bodies as

advised by the Shariah Adviser. The Shariah Adviser advises that this cleansing process should be carried out within two (2) calendar months from the above disposal date. 5.3Zakat for the Fund The Fund does not pay zakat on behalf of both Muslim individuals and Islamic legal entities who are investors of the Fund. Thus, investors are advised to pay zakat on their own. THE SHARIAH ADVISER CONFIRM THAT THE INVESTMENT PORTFOLIO OF THE FUND COMPRISES INSTRUMENTS WHICH HAVE BEEN CLASSIFIED AS SHARIAH-COMPLIANT BY THE SAC OF THE SC AND, WHERE APPLICABLE BY THE SAC OF BANK NEGARA MALAYSIA BY THE OR SHARIAH SUPERVISORY BOARDS OF RELEVANT **ISLAMIC INDICES. AS FOR THE INSTRUMENTS** WHICH HAVE NOT BEEN CLASSIFIED AS SHARIAH-COMPLIANT BY THE SAC OF THE SC AND, WHERE APPLICABLE BY THE SAC OF BANK NEGARA MALAYSIA NOR BY THE SHARIAH SUPERVISORY BOARDS RELEVANT ISLAMIC INDICES, THE SHARIAH STATUS OF THE INSTRUMENTS HAS BEEN **DETERMINED** REVIEWED AND IN ACCORDANCE WITH THE RULING ISSUED BY THE SHARIAH ADVISER. 18. Section 6 - Fees, Charges and Expenses, Section 6 - Fees, Charges and Expenses, Amended as Goods and Services Tax Section 6.1 - Charges Directly Incurred, note Section 6.1 - Charges Directly Incurred, note Act 2014 has been repealed. \*Note: The above fees and charges are subject to \*Note: The above fees and charges are subject to any applicable taxes (including but not limited to any applicable taxes and/or duties as may be

	Goods and Services Tax	which accordance with the Act 2014) and/or duties as he government or other me.	imposed by the governme time to time.	nt or other authorities from		
19.		harges and Expenses, s Indirectly Incurred,		harges and Expenses, s Indirectly Incurred,	Amended pursuant Supplemental Deed 2023	
	Administrative Fees	These would include (but are not limited to) the following:  i. cost of printing of interim and annual reports for the Fund; ii. commissions or fees paid to brokers in effecting dealings in the investments of the Fund, shown on the contract notes or confirmation notes; iii. where the custodian function is delegated by the Trustee, charges or fees paid to foreign sub-custodian for taking into custody any foreign assets or investments of the Fund;	Administrative Fees	These would include (but are not limited to) the following:  i. cost of printing of semi-annual and annual reports for the Fund;  ii. commissions or fees paid to brokers in effecting dealings in the investments of the Fund, shown on the contract notes or confirmation notes;  iii. where the custodian function is delegated by the Trustee, charges or fees paid to foreign sub-custodian for taking into custody any foreign assets or investments of the Fund;  iv. taxes and other duties charged on the Fund by the		

- iv. taxes and other duties charged on the Fund by the government and other authorities;
- v. costs, fees and expenses properly incurred by the auditor appointed for the Fund;
- vi. costs, fees and expenses incurred for the valuation of any investment of the Fund by independent valuers for the benefit of the Fund (if any);
- vii. 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;
- /iii. 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;

- government and other authorities;
- v. fees and expenses properly incurred by the auditor appointed for the Fund;
- vi. fees for the valuation of any Shariah-compliant investment of the Fund:
- vii. 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;
- viii. 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;
- ix. costs,
  commissions, fees
  and expenses of
  the sale, purchase,
  takaful and any
  other dealing of any
  Asset of the Fund:

ix.	costs,	
	commissions,	
	fees and	С
	expenses of the	E
	sale, purchase	,
	insurance and an	١
	other dealing of	)
	any asset of the	E
	Fund;	

- x. costs, fees and expenses incurred in the preparation and audit of the taxation, returns and accounts of the Fund;
- xi. 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 by the Fund; and
- xii. other related
  Fund's
  administrative
  expense as
  permitted by the
  Deed.

Note:
Any administrative expenses are applicable to all

- x. costs, fees and expenses incurred in the preparation and audit of the taxation, returns and accounts of the Fund;
- xi. any tax now or hereafter imposed by law or required to be paid in connection with any costs, fees and expenses incurred by the Fund; and
- xii. other related
  Fund's
  administrative
  expenses as
  permitted by the
  Deed.

Any administrative expenses are applicable to all Classes of Units based on the multi-class ratio. For illustration, please refer to a table

disclosed in section

Note:

7.1.1.

Classes of Units based on the multi-class ratio. For illustration, please refer to a table disclosed in section 7.1.1. Section 6 - Fees, Charges and Expenses, Section 6 - Fees, Charges and Expenses, Amended pursuant to paragraph 9.21 of Section 6.4 - Policy on Rebates and Soft Section 6.4 - Policy on Rebates and Soft the GUTF. Commission Commission The Manager will not retain any form of rebate or Any rebate or soft commission shall be directed to soft commission from, or otherwise share in any the Fund concerned. Soft commissions may be retained by the Manager or the fund manager if: commission with, any broker in consideration for directing dealings in the investments of the Fund (a) the soft commissions bring direct benefit or unless the soft commission received is retained in advantage to the management of the Fund and the form of goods and services such as financial may include research and advisory related wire services and stock quotations system incidental to investment management of the Fund and services: beneficial to the Unit Holders and in the form of research and advisory services that assist in the (b) any dealing with the broker or dealer is executed decision making process relating to the Fund's on terms which are the most favourable for the investments. All dealings with brokers are executed Fund; and on terms which are the most favourable for the (c) the availability of soft commissions is not the sole Fund. or primary purpose to perform or arrange transactions with such broker or dealer, and the There are fees and charges involved and investors are advised to consider them before Manager or fund manager shall not enter into investing in the Fund. unnecessary trades in order to achieve a sufficient volume of transactions to qualify for soft The fees and charges are subject to any commissions. applicable taxes (including but not limited to There are fees and charges involved and GST at the standard rate which accordance with the Goods and Services Tax Act 2014) and/or investors are advised to consider the fees and duties as may be imposed by the government or charges before investing in the Fund. other authorities from time to time. The fees and charges are subject to any applicable taxes and/or duties as may be

		imposed by the government or other authorities from time to time.	
21.	Section 7 – Transaction Information, Section 7.1.2 Pricing of Units and Mode of Transaction Payments, Purchase of Units, second paragraph  Investors are required to fill up and complete the necessary application form and other related documents required by the Manager. A bank validated fund transfer form must be presented to the Manager as evidence of payment.	Section 7 – Transaction Information, Section 7.1.2 Pricing of Units and Mode of Transaction Payments, Purchase of Units, second paragraph  Investors are required to fill up and complete the necessary application form and other related documents required by the Manager. A bank validated fund transfer form must be presented to the Manager as evidence of payment. Investors may submit the purchase application, which are available at the office of BIMB Investment, at our authorised unit trust consultant (UTC), any sales offices as listed in Section 18 "Directory of Sales Offices", or offices of our authorised distributors. Investors may also obtain the application form and other related forms from our website at https://bimbinvestment.com.my. Alternatively, investors may invest via our BEST Invest App. You may download the application from the Apple App Store or Google Play Store and start your investment journey with us.	Amended for clarity purpose.
22.	Section 7 – Transaction Information, Section 7.1.2 Pricing of Units and Mode of Transaction Payments, Redemption of Units, first paragraph  Unit Holders may redeem their investments in the Fund at any point in time by completing the redemption form and sending it to the relevant authorised distributors/authorised consultants or direct to BIMB Investment Management Berhad. There is no limit on frequency of redemption.	7.1.2 Pricing of Units and Mode of Transaction Payments, Redemption of Units, first paragraph  Unit Holders may redeem their investments in the Fund at any point in time by completing the	Amended for clarity purpose.

23. Section 7 – Transaction Information, Section 7.1.2 - Pricing of Units and Mode of Transaction Payments, Cooling-off transactions

If you have made an investment and later decide that this investment does not meet your investment needs, you may withdraw your investment within six (6) Business Days from the date your investment application is accepted by the Manager.

You will be refunded for every Unit held based on the NAV per Unit on the day the Units were purchased and sales charge (if any) within 10 days from the receipt of the cooling-off application.

You should be aware that the cooling-off right is only available on your first investment with us. Your subsequent investment will not enjoy this right.

The cooling-off right is given to an individual investor who is investing in any unit trust fund managed by us for the first time and it is not applicable to you if you are a staff of the Manager and its related company(ies) and persons registered with a body approved by SC to deal in unit trusts.

Section 7 - Transaction Information, Section 7.1.2 - Pricing of Units and Mode of Transaction Payments, Cooling-off transactions

A cooling-off period of six (6) Business Days is accorded to an investor who is investing with BIMB Investment for the first time. During the Cooling-off Period, the investor, upon changing his mind about the unit trust investment that he has made, may proceed to exercise his Cooling-off Right by submitting a cooling-off request to BIMB Investment, at the nearest Bank Islam branches or from our authorized IUTAs.

Under the cooling-off request, the refund for every Unit held by the investor will be as follows:-

- a. if the original price of a Unit is higher than the price of a Unit at the point of exercise of the cooling-off right ("market price"), the market price at the point of cooling-off; or
- b. if the market price is higher than the original price, the original price at the point of cooling-off; and
- c. the sales charge imposed on the day the Units were purchased.

The Manager shall refund to Unit Holder within seven (7) Business Days from the date of receipt of the cooling-off application from the Unit Holder is received by the Manager. The Cooling-off Right is accorded to an individual investor other than those listed below:-

- a. Staff of the Manager; and
- b. Persons registered with a body approved by SC to deal in unit trusts.

Amended pursuant to paragraphs 9.04, 9.05, 9.06 & 9.08 of the GUTF.

# 24. Section 7 – Transaction Information, Section 7.1.3 - Incorrect Pricing

If there is an error in the pricing of the NAV per Unit of the Fund, the Manager will take immediate remedial action to correct the error. Rectification shall, where necessary, extend to the reimbursements of money as follows if the error is at or above the significant threshold of 0.50% of the NAV per Unit attributable to a Class of Units:

- i. 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:
- ii. if there is an over valuation and/or pricing in relation to the redemption of Units, the Manager shall reimburse the Fund:
- iii. 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
- iv. if there is an under valuation and/or pricing in relation to the redemption of Units, the Fund shall reimburse the Unit Holder or former Unit Holder. The Manager retains the discretion whether or not to reimburse if the error is below 0.5% of the NAV per Unit attributable to a Class of Units or where the total impact on an individual account is less than RM10.00 or an equivalent denomination in the currency that a particular class of Units is denominated, if applicable. This is because the reprocessing cost may be greater than the amount of the adjustment.

# Section 7 - Transaction Information, Section 7.1.3 - Incorrect Pricing

Subject to any relevant law, if there is an error in the pricing of the NAV per Unit of the Fund, the Manager will take immediate remedial action to correct the error. Rectification shall, where necessary, extend to the reimbursements of money as follows if the error is at or above the significant threshold of 0.50% of the NAV per Unit attributable to a Class of Units:

- i. 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;
- ii. if there is an over valuation and/or pricing in relation to the redemption of Units, the Manager shall reimburse the Fund;
- iii. 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
- iv. if there is an under valuation and/or pricing in relation to the redemption of Units, the Fund shall reimburse the Unit Holder or former Unit Holder.

By investing in the Fund, investors agree that the Manager retains the discretion whether or not to reimburse if the error is below 0.50% of the NAV per Unit or where the total impact on an individual account is less than RM10.00 or in the case of a foreign currency Class of Unit, less than 10.00 denominated in the respective foreign currency denomination. This is because the reprocessing cost may be greater than the amount of the adjustment.

Amended pursuant to paragraph 8.44 of the GUTF and for clarity purpose.

25.	Section 7 - Transaction Information, Section 7.3.2 - Payment of Redemption upon Receipt of Redemption Application	Section 7 - Transaction Information, Section 7.3.2 - Payment of Redemption upon Receipt of Redemption Application	
	Within 10 days after the redemption application is received and processed by the Manager.	Within 7 Business Days after the redemption application is received and processed by the Manager.	
26.	Section 7 – Transaction Information, Section 7.4 - Distribution Channel	Section 7 – Transaction Information, Section 7.4 - Distribution Channel	Amended for clarity purpose.
	Units can be purchased and redeemed during normal business hours at the business office of BIMB Invest, at the nearest Bank Islam branches or any of our authorized IUTAs and/or unit trust consultants. Please refer to Section 18: "Directory of Sales Offices".	Units can be purchased and redeemed during normal business hours at the business office of BIMB Investment, at the nearest Bank Islam branches or any of our authorized IUTAs and/or unit trust consultants. Please refer to Section 18: "Directory of Sales Offices". Alternatively, investors may invest via our BEST Invest App.	
		For further information, please call our help-desk at a Toll-Free- number: 1-800-88-1196 at any time during our office hours: Mondays to Fridays from 9.00 a.m. to 5.00 p.m. or email your enquiries to marketing.bimbinvest@bankislam.com.my or visit our website at www.bimbinvestment.com.my	
27.	Nil.	Section 7 – Transaction Information, Section 7.6 Customer Identification Program, 7.7 Anti-Money Laundering ("AML")/KYC Obligation on Our Authorised Distributor, 7.8 Suspension of Sale and Redemption of Units	
		7.6CUSTOMER IDENTIFICATION PROGRAM	Inserted for clarity purpose.
		Pursuant to the relevant laws of Malaysia on money laundering, the Manager have an obligation to prevent the use of the Fund for money laundering purposes. As such, the Manager and/or its authorised distributors have put in place a "Know	

Your Customer" ("KYC") policy where procedures are in place to identify and verify the investor's identification through documents such as identity card, passport, constituent documents or any other official documents.

The Manager and/or its authorised distributors reserve the right to request such information, either at the time an application is made or thereafter, as is necessary to verify the identity of an investor (or each of the investors in the case of joint investors) and/or to periodically update our records. You are required to provide us with your information and information of beneficial owner such as name, date of birth, national registration card number, residential and business address, (and mailing address if different), name of beneficial owner, address of beneficial owner, national registration card number of beneficial owner, date of birth of beneficial owner or other information and official identification.

For corporate clients, you are required to provide us the name of the company, principal place of business, source of income/asset, identification documents of the directors/shareholders/partners, board resolution pertaining to the investment and the person authorised to operate the account, all of which as per requirements under regulation when you open or re-open an account.

The Manager and/or its appointed distributors also reserve the right to request additional information including the source of the funds, source of wealth, net worth, annual income and identity of any beneficial owners as may be required to support the verification information and to allow us to complete adequate due diligence. In the event of delay or failure by the investor to produce any information

required for verification purpose, we and/or our authorised distributors may refuse to accept an application request. In relation to a subscription application, any monies received will be returned without profit to the account from which the monies were originally debited, and in relation to redemption application, no units will be redeemed to the investor. The Manager and/or its authorised distributors also reserve the right to place restrictions on transactions or redemptions on your account until your identity is verified.

In the event of any breaches to the applicable laws on money laundering, the Manager and its appointed distributors have a duty to notify the relevant authority of the said breaches.

# 7.7ANTI-MONEY LAUNDERING ("AML")/KYC OBLIGATION ON OUR AUTHORISED DISTRIBUTOR

If you have invested in the Fund via an authorised distributor, there may be additional information that the authorised distributor may need to provide to us, which may include the release of your particulars and details of ultimate beneficiaries / ultimate beneficial owners investing in the Fund to us. Without such information being provided, we reserve the discretion to reject your subscription or redemption request until such information is provided by the authorised distributor to us.

### 7.8SUSPENSION OF SALE AND REDEMPTION OF UNITS

The Manager may, in consultation with the Trustee and having considered the interests of Unit Holders, suspend the dealing in Units of the Fund due to exceptional circumstances, where there is good and

Inserted for clarity purpose.

Amended pursuant to paragraphs 8.23 – 8.25 of the GUTF.

sufficient reason to do so, considering the interest of Unit Holders. If we have exhausted all possible avenues to avoid a suspension of the Fund, we may as a last resort, in consultation with the Trustee and having considered the interests of the Unit Holders, suspend the sale (if applicable) and redemption of Units where it is impractical for us to calculate the NAV of the Fund due to but not limited to the following: (i) an emergency or other state of affairs; or (ii) the realization of the material portion of the assets of the Fund not being able to be effected at prices which would be realised if such material portion of the assets of the Fund were realised in an orderly fashion over a reasonable period in a stable market. In such case, Unit Holders will not be able to redeem their Units and will be compelled to remain invested in the Fund for a longer period of time. Hence, their investments will continue to be subject to the risks inherent to the Fund. Please note that during the suspension period, there will be no NAV per Unit available and hence, we will not accept any transactions for the applications, redemptions, switching and/or transfers of Units. If we have earlier accepted your request for redemptions and switching of Units, please note that the requests will only be processed on the next Business Day after the cessation of suspension of the Fund. You will be notified of the suspension and when the suspension is lifted. Section 8 - Client Section 8 - Client Communication, Amended as the daily Fund price will not Communication, **Newspapers and Website Newspapers and Website** be published in newspaper. ii. Newspapers and Website Website

Units are valued at the end of each Business Day. Unit Holders will be able to obtain information of the Fund's unit pricing from online publication of major newspapers in Malaysia or Unit Holder may log on to https://bimbinvestment.com.my.

The Fund's daily Unit price is usually published in the local online dailies on the T+2 (morning).

The Manager has taken necessary steps to ensure accuracy of pricing information that was sent to the respective newspapers. Should there be any dispute in the pricing information that published in newspapers/online publications and the Manager's price, the Manager's price shall prevail. However, the Manager shall not be liable for any errors or omission in the pricing information published in the newspaper/online publications.

Units are valued at the end of each Business Day. Unit Holders may obtain the daily Fund price from our website at https://bimbinvestment.com.my.

# 29. Section 9 – The Management Company, Section 9.3 – Board of Directors

Name	Position
Mohamed Ridza	Chairman, Non-
Mohamed Abdulla	Executive Independent
	Director
Dato' Ghazali bin	Non-Executive
Awang	Independent Director
Dr. Mohd Hatta bin	Non-Executive
Dagap	Independent Director
Datin Maznah binti	Non-Executive
Mahbob	Independent Director
Azizan bin Abd Aziz	Non-Executive Non
	Independent Director

# Section 9 – The Management Company, Section 9.3 – Board of Directors

The list of our board of directors are available on our website at <a href="https://bimbinvestment.com.my/ourleadership/">https://bimbinvestment.com.my/ourleadership/</a>.

Amended pursuant to paragraph 7.07(a), part II of the PGCIS.

	Najmuddin bin Mohd Chief Executive Officer Lutfi  Note: None of the directors of BIMB Invest:  (a) hold office as director of more than one management company at any one time; and  (b) hold office as a member of an investment committee of a fund operated by another management company.	
30.	Section 9 – The Management Company, Section 9.4 – Investment Committee  The roles and primary functions of the investment committee are as follows:  i. to approve the formulation of portfolio strategy; ii. to discuss, review and approve the investment strategy for the ensuing period; iii. to approve funding of investment activities for the ensuing period; iv. to review performance and portfolio composition and to make necessary recommendation therefrom;  v. to review and assess the previous recommendation strategy; vi. to recommend to the board of directors on the payment of distribution to the Unit Holders and to report to the board of directors on the performance of the Fund and to take instructions thereon.  The investment committee meets at least six (6) times a year or as and when required by the Manager.	Amended pursuant to the requirement to disclose the role of the investment committee has been removed from the PGCIS.  The requirement to appoint an investment committee for a fund has been removed from the GUTF and is replaced by the Manager having an oversight function on the Fund.

31.	Section 9 – The Management Company, Section 9.5 – Shariah Advisers	Deleted.	Deleted as the profile of the Shariah Adviser has been moved to Section 9A of the Second Supplemental Prospectus.
32.	-Information on Shariah Advisers-  Section 9 – The Management Company, Section	Section 9 – The Management Company, Section	Amended to update the status of material
-	9.7 – Material Litigation and Arbitration	9.7 – Material Litigation and Arbitration	ligation and arbitration of the Manager.
	The Manager is not engaged in any material litigation and arbitration as plaintiff or defendant, and the Manager is not aware of any proceedings, pending or threatened or of any other facts likely to give rise to any proceedings which might materially and adversely affect its financial position or business.	As at 28 April 2023, save for the suit mentioned herein below, the Manager is not engaged in any material litigation and arbitration either as plaintiff nor as defendant, and the Manager is not aware of any proceedings, pending or threatened or of any other facts likely to give rise to any proceedings which might materially and adversely affect its financial position or business.	
		Perbadanan Harta Intelek Malaysia ("MyIPO"), has initiated a suit against BIMB Investment in October 2021. MyIPO, vide its solicitors, had issued a Writ and Statement of Claim dated 18 October 2021, alleging BIMB Investment for fraudulent misrepresentation, negligent misrepresentation, breach of duty of care and negligence against MyIPO. BIMB Investment had categorically denied all the allegations and set out the actual factual matrix by filing a Statement of Defence dated 8 December 2021. The present status of the legal proceedings is as follows:  (a) On 24 May 2022, BIMB Investment has filed and served its Statement of Claim against Dato Ahmad Azwan as the Third Party;  (b) On 8 June 2022, Dato Ahmad Azwan as the Third Party has filed and served his Statement of Claim;  (c) On 21 June 2022, BIMB Investment has filed and served its Reply to the Third Party's Statement of	

		<ul> <li>(d) On 14 October 2022, BIMB Investment filed its Notice of Application seeking discovery of the original copies of the forged or falsified documents as pleaded in the Statement of Claim (documents in question) for the purpose of Forensic Examination and to obtain an expert opinion so as to prove the assertions made by BIMB Investment in its Statement of Defence;</li> <li>(e) The said application was filed in the Kuala Lumpur Sessions Court seeking discovery of the documents in question, as some of the impugned documents had already been adduced in the ongoing criminal trial against the Third Party whilst the other documents are in the possession of MACC. The order in terms of the application was obtained before Session Courts on 23 November 2022;</li> <li>(f) The full trial of this suit has been scheduled on 27th, 28th and 29th of May 2024;</li> <li>(g) The next case management is fixed on 26 April 2024 and the parties are required to comply with all pretrial getting ups, under Order 34. The High Court has made an Unless Order wherein the Parties, well before 26 April 2024 must have complied with the pre-trial requirements including filing of statement of agreed facts, statement of issues to be tried and common bundle of documents.</li> <li>(h) The Parties are also been directed to exhaust all interlocutory applications well before the next</li> </ul>	
33.	Nil.	Section 9.A - Shariah Adviser - BIMB Securities Sdn Bhd  Section 9A Shariah Adviser - BIMB Securities Sdn Bhd	Inserted pursuant to the change of Shariah Adviser of the Fund.

BIMB Securities Sdn Bhd ("BIMB Securities") has been appointed as the Shariah Adviser for the Fund. BIMB Securities will provide Shariah advisory services on the management and operations of the Fund to ensure the operations of the Fund comply with Shariah requirements.

#### **About BIMB Securities Sdn Bhd**

BIMB Securities is a stockbroking subsidiary of Bank Islam Malaysia Berhad incorporated on 21 February 1994 and is licensed by the SC. The corporate mission of BIMB Securities is to be an active participant in a modern, innovative and dynamic Islamic capital market in Malaysia, catering for the needs of all investors, Muslims and non-Muslims, looking for Shariah-compliant investment products and services.

### **Experience in Shariah Advisory Services**

BIMB Securities is registered with the SC to act as a Shariah Adviser for Islamic products and services regulated by the SC, which include Islamic collective investment schemes. BIMB Securities is independent from the Manager and does not hold office as a member of the committee undertaking the oversight function of the Fund or any other funds managed and administered by the Manager. As at 28 April 2023, BIMB Securities is a corporate Shariah Adviser to eighty-three (83) Islamic funds including two (2) Islamic real estate investment trusts.

### Roles and Responsibilities of BIMB Securities Sdn Bhd as a Shariah Adviser

As the Shariah Adviser for the Fund, the role of BIMB Securities is to ensure that the investment

operations and processes of the Fund are in compliance with Shariah requirements. BIMB Securities will review the Fund's investments on a monthly basis to ensure Shariah compliance and it also reviews the semi-annual and annual reports of the Fund.

Notwithstanding the role played by the Shariah Adviser, the ultimate responsibility for ensuring Shariah compliance of the Fund in all aspects of operations and processes rests solely with the Manager.

In line with the SC Guidelines on Islamic Capital Market Products and Services, the roles of BIMB Securities as the Shariah Adviser are:

- 1. to advise on the Shariah aspects of the Fund and Fund's operations and processes to ensure they are in accordance with Shariah requirements;
- 2. to provide Shariah expertise and guidance in all matters relating to the Fund, particularly on the documentation i.e., the Fund's deed and prospectus, structure, investments and related operational matters;
- to ensure that the Fund is managed and operated in accordance with Shariah requirements and the applicable Shariah rulings, principles and concepts endorsed by the SAC of the SC as well as the advice given by the Shariah Adviser are complied with;
- 4. to review the Fund's compliance reports as provided by the Manager's compliance officer and investment transaction reports provided or duly approved by the Trustee to ensure that the Fund's investments are in line with Shariah:

- 5. to prepare a report to be included in the semiannual and annual reports of the Fund stating the Shariah Adviser's opinion whether the Fund has been operated and managed in compliance with Shariah requirements in its investment, operations and processes for the financial period concerned;
- to apply *ljtihad* (intellectual reasoning) to ensure all aspects relating to the Fund are in compliance with Shariah, in the absence of any rulings, principles and concepts endorsed by the SAC of the SC;
- 7. to consult the SC where there is ambiguity or uncertainty as to an investment, instrument, system, procedure and/or process; and
- 8. to meet with the Manager on a quarterly basis (or as and when required by the Manager and/or the Shariah Adviser) for the review of the Fund's operations and processes.

#### **Profiles of the Shariah Personnel**

**Ir. Dr. Muhamad Fuad bin Abdullah** ("Dr. Muhamad Fuad")

Dr. Muhamad Fuad is the designated person incharge of all Shariah matters in BIMB Securities.

He graduated with a Bachelor of Science Degree in Electrical Engineering in 1977 and a Master of Philosophy Degree in Electrical Engineering in 1982, both from the University of Southampton, England. He also obtained a Bachelor of Arts (Jayyid) Degree in Shariah from the University of Jordan in 1994 and a Doctor of Philosophy in Muslim Civilization from the University of Aberdeen, Scotland in 1996.

He is a registered individual Shariah adviser with the SC. He is the chairman of the Shariah Advisory Committee of BIMB Securities and the Shariah Supervisory Council of Bank Islam Malaysia Berhad. He sits on the Shariah committee of AIA Public Takaful Berhad.

He is also the non-executive chairman of Gagasan Nadi Cergas Berhad and a board member of Universiti Tun Abd Razak Sdn Bhd (UniRAZAK).

#### Nurussaádah binti Nasarudin ("Nurussaádah")

Nurussaádah joined BIMB Securities in June 2015 as the Shariah executive and has been promoted as the head of Shariah section effective 1 May 2021. She is also the Designated Shariah Officer registered under the BIMB Securities' Shariah adviser registration, responsible for the Shariah advisory services offered by BIMB Securities.

Nurussaádah graduated with a Bachelor of Shariah majoring in Islamic Banking and Economics from the University of Yarmouk, Jordan.

Currently, she is responsible in providing Shariah inputs on the advisory, consultancy and research functions with regards to Islamic capital market and Islamic collective investment schemes, including but not limited to, conducting surveillance on the non-financial institution activities.

She is experienced in product development and review for Islamic capital market products specifically on Islamic stockbroking services.

34. Section 10 – Investment Adviser – Arabesque Asset Management Ltd, Section 10.1 – Profile of Arabesque Asset Management Ltd

Arabesque Asset Management Ltd is authorised and regulated by the UK Financial Conduct Authority (FCA), registered as Registered Investment Adviser with the US Securities Commission (SEC) and supervised by the German Federal Financial Supervisory Authority (BaFin). It is a wholly-owned subsidiary of Arabesque Asset Management Holding Limited and part of the Arabesque Group. Arabesque is headquartered in London and has a branch office in Germany. Arabesque integrates sustainability with momentum analysis and risk management techniques in its products. Arabesque offers socially responsible equity funds and bespoke investment products.

Arabesque uses a rules-based investment approach and its investment strategy is overseen by the investment committee. The Arabesque Investment Committee consists of Dr. Hans-Robert Arndt (Head of Quantitative Research and Chief Investment Officer), Dr. Qasim Nasar-Ullah (co-CEO of Arabesque Al Ltd), Gabriel Karageorgiou (Head of Client Services) and George Ssali (Head of Product Development).

Dr. Hans-Robert Arndt is a founding Partner of Arabesque, CIO and Head of Quantitative Research. His expertise lies in the combination of advanced mathematics, informatics and financial markets. Hans-Rober holds a Ph.D. in Mathematics.

Dr. Qasim Nasar-Ullah is the co-CEO of Arabesque Al Ltd. He is primarily responsible for high performance computing and applications of financial

Section 10 – Investment Adviser – Arabesque Asset Management Ltd, Section 10.1 – Profile of Arabesque Asset Management Ltd

Arabesque Asset Management Ltd is authorised and regulated by the UK Financial Conduct Authority (FCA). It is a wholly-owned subsidiary of Arabesque Holding Limited. Arabesque was established in 2013 following a Management Buyout from Barclays Bank. It is headquartered in London.

Arabesque believes that the integration of material sustainability (i.e. extra-financial) information into the investment management process can be utilized to reduce risk and increase returns. Its investment strategies incorporate performance on Environmental, Social and Governance (ESG) issues and alignment with the principles of the United Nations Global Impact (UNGC). Arabesque offers sustainable equity funds and bespoke investment products.

For key personnel working at Arabesque and their respective biographies, please refer to the website www.arabesque.com.

Amended to update the profile of the investment adviser as at the latest practicable date ("LPD") of the Second Supplemental Prospectus.

modelling to portfolio risk and optimization. Qasim holds a Ph.D. in Computer Science.

Gabriel Karageorgiou is a Partner at Arabesque, primarily responsible for client services globally. Gabriel is also actively contributing to Arabesque's ESG research efforts focusing on thought leadership and integration topics. Gabriel holds a degree in Physics and M.Sc. in Quantitative Finance.

George Ssali is the Head of Product Development of Arabesque Asset Management, primarily responsible for the development and execution of risk premia-based investment processes across different asset classes. George holds a BSc. In Electrical & Information Engineering and an M.Sc. in Finance.

35. Section 11 - The Trustee - SCBMB Trustee
Berhad, Section 11.1 - Profile of SCBMB Trustee
Berhad

#### **Corporate Information**

SCBMB Trustee Berhad ("STB") is a company incorporated in Malaysia under the Companies Act, 1965 (now known as Companies Act, 2016) on 13 June 2012 and is 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.

Section 11 - The Trustee - SCBMB Trustee Berhad, Section 11.1 - Profile of SCBMB Trustee Berhad

#### **Corporate Information**

SCBMB Trustee Berhad ("STB") is a company incorporated in Malaysia under the Companies Act, 1965 (now known as Companies Act, 2016) on 13 June 2012 and is registered as a trust company under the Trust Companies Act 1949.

#### **Experience in Trustee Business**

STB has been registered and approved by the SC on 18 February 2013 to act as trustee for unit trust schemes approved or authorised under the CMSA. STB has suitably qualified and experienced staff in the administration of unit trust funds who have sound knowledge of all relevant laws. As at 28 April 2023, STB is the appointed trustee for 18

Amended to update the Trustee's profile as at the LPD of the Second Supplemental Prospectus.

#### **Board of Directors**

The following are the Board of Directors of the Trustee:

Prasad A/L S Vijasundram (Chief Executive Officer) Arulnathan A/L M Michael Dass Mabel Lau Kit Cheng

#### **Experience in Trustee Business**

STB has been registered and approved by the SC on 18 February 2013 to act as trustee for unit trust schemes approved or authorised under the 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, five (5) 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 quidelines.

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 Responsibility Statement**

The Trustee has given its willingness to assume the position as trustee of the Fund and all the obligations

wholesale funds, 13 unit trust funds and appointed custodian for 8 private mandate funds.

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

#### **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

As at 28 April 2023, the Trustee is not engaged in any material litigation and arbitration, including those pending or threatened, and is not aware of any fact likely to give rise to any proceedings which might materially affect the business or financial position of the Trustee.

### Trustee's Delegate

The Trustee has appointed SCBMB as custodian of the quoted and unquoted assets of the Fund. The custodian provides custody services to domestic, foreign, retail and institutional investors. The custodian's comprehensive custody and clearing

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 by the redemption amount to the Manager.

# 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 fact likely to give rise to any proceedings which might materially affect the business 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 licence on 1 July 1994 under the Banking and Financial Institutions Act 1989 (now known as the Financial Services Act 2013). SCBMB has been

services cover traditional settlement processing and safekeeping as well as corporate related services including cash and security reporting, income collection and corporate event processing. The assets are registered in the name of the Trustee to the order of the Fund and held through the custodian's wholly owned subsidiary and nominee company Cartaban Nominees (Tempatan) Sdn. Bhd.

SCBMB was incorporated on 29 February 1984 in Malaysia under Companies Act, 1965 (now known as Companies Act, 2016) as a public limited company and is a subsidiary of Standard Chartered PLC (the holding company of a global banking group). SCBMB was granted a licence on 1 July 1994 under the Banking and Financial Institutions Act 1989 (now known as the Financial Services Act 2013). SCBMB has been providing custody services for more than 20 years and has been providing subcustody 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;
- 7. to maintain proper records on the assets held to reflect the ownership of the assets belonging to the respective client; and
- to collect and receive for the account of the clients all payments and distribution in respect of the asset held.

	providing custody services for more than twenty (20) years and has been providing sub-custody services to local investors in Malaysia since 1995.	The custodian acts only in accordance with instructions from the Trustee.	
	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(s) 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 belonging to the respective client.		
	to collect and receive for the account of the clients all payments and distribution in respect of the asset held.		
	The custodian acts only in accordance with instructions from the Trustee.		
36.	Section 12 – Salient Terms of Deed, Section 12.6 – Permitted Expenses Payable by the Fund	Section 12 – Salient Terms of Deed, Section 12.6 – Permitted Expenses Payable by the Fund	Amended pursuant to the First Supplemental Deed dated 20 March 2023.
	Only the expenses (or part thereof) which is directly related and necessary in operating and administering the Fund may be charged to the Fund. These would include (but are not limited) to the following:  (a) commissions or fees paid to dealers in effecting	Only the expenses (or part thereof) which is 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:	
	dealings in the investments of the Fund, shown on the contract notes or confirmation notes;	(a) commissions or fees paid to dealers in effecting dealings in the investments of the Fund, shown on the contract notes or confirmation notes;	

- the government and/or other authorities:
- the auditor:
- (d) costs, fees and expenses incurred for the (d) fees incurred for the valuation of any Shariahvaluation of any Shariah-compliant investment of the Fund by independent valuers for the benefit (e) costs, fees and expenses incurred for any of the Fund:
- (e) costs, fees and expenses incurred for any modification of the Deed save the where such modification is for the benefit of the Manager (f) and/or the Trustee:
- costs, fees and expenses incurred for any meeting of Unit Holders save where such Manager and/or the Trustee;
- (g) costs, commissions, fees and expenses of the 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 (i) Shariah-compliant investment of the Fund:
- costs, fees and expenses incurred in engaging (i) any valuer, adviser or contractor for the benefit of the Fund:
- 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 a Class of Units or the removal of the Trustee or the Manager and the (I) 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

- (b) taxes and other duties charged on the Fund by (b) taxes and other duties charged on the Fund by the government and/or other authorities:
- (c) costs, fees and expenses properly incurred by (c) fees and expenses properly incurred by the auditor:
  - compliant investment of the Fund;
  - modification of the Deed save the where such modification is for the benefit of the Manager and/or the Trustee;
  - costs, fees and expenses incurred for any meeting of Unit Holders save where such meeting is convened for the benefit of the Manager and/or the Trustee:
  - meeting is convened for the benefit of the (g) costs, commissions, fees and expenses of the sale, purchase, takaful and any other dealing of any Asset of the Fund;
  - sale, purchase, takaful and any other dealing of (h) costs, fees and expenses incurred in engaging any specialist approved by the Trustee for investigating or evaluating any proposed Shariah-compliant investment of the Fund:
    - costs, fees and expenses incurred in engaging any adviser for the benefit of the Fund;
    - costs, fees and expenses incurred in the preparation and audit of the taxation, returns and accounts of the Fund:
- (i) costs, fees and expenses incurred in the (k) costs, fees and expenses incurred in the termination of the Fund or a Class of Units or the removal or retirement 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);

the	extent	that	legal	costs	incurred	for	the
defe	ence of e	either	of the	m are r	not ordere	d by	the
court to be reimbursed by the Fund);							

- (m) remuneration and out of pocket expenses of the independent members of the investment (n) costs, fees and expenses deemed by the committee of the Fund, unless the Manager decides otherwise:
- (n) costs, fees and expenses deemed by the Manager to have been incurred in connection with any change or the need to comply with any requirement (whether or not having the force of
- (o) costs, expenses incurred in relation to the distribution of income (if any);
- (p) (where the custodial function is delegated by the custodians taking into custody of any foreign assets or investments of the Fund;
- (g) fees, charges, costs and expenses relating to the preparation, printing, posting, lodgement of documents and reports which the Manager and/or the Trustee may be obliged to prepare. (r) print, post and/or lodge in relation to the Fund by virtue of any relevant law; 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 subparagraphs (a) to (q) above.

- (m) remuneration and out of pocket expenses of the person(s) or members of a committee undertaking the oversight function of the Fund. unless the Manager decides otherwise;
- 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;
- change or introduction of any law, regulation or (o) costs, expenses incurred in relation to the distribution of income (if any);
- law) of any governmental or regulatory authority; (p) (where the custodial function is delegated by the Trustee) charges and fees paid to subcustodians taking into custody of any foreign assets or investments of the Fund;
- Trustee) charges and fees paid to sub- (q) fees, charges, costs and expenses relating to the preparation, printing, posting, lodgement of documents and reports which the Manager and/or the Trustee may be obliged to prepare. print, post and/or lodge in relation to the Fund by virtue of any relevant law; and
  - any tax now or hereafter imposed by law or required to be paid in connection with any costs, fees and expenses incurred under subparagraphs (a) to (q) above.

#### 37. Section 12 – Salient Terms of Deed, Section 12.8 - Termination of the Fund

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

#### Section 12 – Salient Terms of Deed, Section 12.8 Termination of the Fund

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

Amended pursuant to the First Supplemental Deed dated 20 March 2023.

i.	a Special Resolution is passed at a Unit
	Holders' meeting 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 Special Resolution, as
	required under Section 301(2) of the Act; and

- ii. a Special Resolution is passed at a Unit Holders' meeting to terminate or wind up the Fund.
- a Special Resolution is passed at a Unit Holders' meeting 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 Special Resolution, as required under Section 301(2) of the Act; and
- ii. a Special Resolution is passed at a Unit Holders' meeting to terminate or wind up the Fund.

The Manager may, in consultation with the Trustee, terminate and wind up the Fund if the termination of the Fund is in the best interest of the Unit Holders and the Manager deems it to be uneconomical for the Manager to continue managing the Fund.

The Manager shall also be entitled to terminate the Fund if the Fund is left with no Unit Holders.

# 38. Section 12 – Salient Terms of Deed, Section 12.9 – Termination of a Class of Units

The Manager may only terminate a particular Class of Units if the termination of that Class of Units does not prejudice the interests of Unit Holders of any other Class of Units. For the avoidance of doubt, the termination of a Class of Units shall not affect the continuity of any other Class of Units of the Fund.

If at a meeting of Unit Holders to terminate a Class of Units, a Special Resolution to terminate a particular Class Units is passed by the Unit Holders:

 i. the Trustee and the Manager shall notify the relevant authorities in writing of the passing of the Special Resolution;

# Section 12 – Salient Terms of Deed, Section 12.9 – Termination of a Class of Units

The Manager may only terminate a particular Class of Units if the termination of that Class of Units does not prejudice the interests of Unit Holders of any other Class of Units. For the avoidance of doubt, the termination of a Class of Units shall not affect the continuity of any other Class of Units of the Fund.

If at a meeting of Unit Holders to terminate a Class of Units, a Special Resolution to terminate a particular Class of Units is passed by the Unit Holders:

 i. the Trustee and the Manager shall notify the relevant authorities in writing of the passing of the Special Resolution; Amended pursuant to the First Supplemental Deed dated 20 March 2023.

- ii. the Trustee or the Manager shall as soon as practicable inform all Unit Holders of the Fund of the termination of that Class of Units; and
- iii. the Trustee or the Manager shall publish a notice on the termination of that Class of Units in at least one national Bahasa Malaysia newspaper and one national English newspaper, if those Units are available in Malaysia.

The Trustee shall then arrange for a final review and audit of the final accounts of the Fund attributable to that Class of Units by the auditor of the Fund. Upon the completion of the termination of that Class of Units, the Trustee and the Manager shall notify the relevant authorities of the completion of the termination of that Class of Units.

- ii. the Trustee or the Manager shall as soon as practicable inform all Unit Holders of the Fund of the termination of that Class of Units.
- iii. The Trustee or the Manager shall publish a notice on the termination of the Class of Units in at least one national Bahasa Malaysia newspaper and one national English newspaper, if those Units are available in Malaysia.

The Trustee shall then arrange for a final review and audit of the final accounts of the Fund attributable to that Class of Units by the auditor of the Fund. Upon the completion of the termination of that Class of Units, the Trustee and the Manager shall notify the relevant authorities of the completion of the termination of that Class of Units.

The Manager may also, in consultation with the Trustee, terminate any Class of Units if the termination of the Class of Units is in the best interest of Unit Holders and the Manager deems it to be uneconomical for the Manager to continue managing the Class of Units.

The Manager shall be entitled to terminate a Class of Units if that particular Class of Units is left with no Unit Holders.

39. Section 12 – Salient Terms of Deed, Section 12.10 – Meeting of Units Holders, Quorum required for a Unit Holders' Meeting

### Quorum required for a Unit Holders' Meeting

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

Section 12 – Salient Terms of Deed, Section 12.10 – Meeting of Units Holders, Quorum required for a Unit Holders' Meeting

### Quorum required for a Unit Holders' Meeting

(a) The quorum required for a meeting of Unit Holders of the Fund or a Class of Units, as the case may be, shall be five (5) Unit Holders, whether present in person or by proxy; however,

Amended pursuant to the First Supplemental Deed dated 20 March 2023.

	meeting of 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 at the time of the meeting.	if the Fund or a Class of Units, as the case may be, has five (5) or less Unit Holders, the quorum required for a meeting of Unit Holders of the Fund or a Class of Units, as the case may be, shall be two (2) Unit Holders, whether present in person or by proxy.  (b) 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 or a Class of Units, as the case may be, at the time of the meeting.  (c) If the Fund or a Class of units, as the case may be, has only one (1) remaining Unit Holder, such Unit Holder, whether present in person or by proxy, shall constitute the quorum required for	
40.	Section 12 – Salient Terms of Deed, Section 12.10 – Meeting of Units Holders, Meeting Convened by the Unit Holders  The Unit Holders may direct the Manager to summon a meeting for any purpose including, without limitation, for the purpose of:  (a) requiring the retirement or removal of the Manager;  (b) requiring the retirement or removal of the Trustee;  (c) considering the most recent financial statements of the Fund;	<ul> <li>12.10 - Meeting of Units Holders, Meeting Convened by the Unit Holders</li> <li>The Unit Holders may direct the Manager to summon a meeting for any purpose including, without limitation, for the purpose of:</li> <li>a. requiring the retirement or removal of the Manager;</li> <li>b. requiring the retirement or removal of the Trustee;</li> </ul>	Amended pursuant to the First Supplemental Deed dated 20 March 2023.

- (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), whichever is less, of all the Unit Holders of the Fund or all the Unit Holders of a particular Class of Units.

Unless otherwise required or allowed by the relevant laws, the Manager shall, within twenty-one (21) days of receiving a direction from not less than fifty (50) or one-tenth (1/10), whichever is less, of all the Unit Holders of the Fund or all the Unit Holders of a particular Class of Units, as the case may be, at the registered office of the Manager, summon a meeting of the Unit Holders of the Fund or of that Class of Units by:

- (a) sending by post at least seven (7) days before the date of the proposed meeting a notice of the proposed meeting to all the relevant Unit Holders:
- (b) publishing at least fourteen (14) days before the date of the proposed meeting an advertisement giving notice of the proposed meeting in a national language newspaper published daily and another newspaper approved by the relevant authorities; and
- (c) specifying in the notice the place and time of the meeting and the terms of the resolutions to be proposed at the meeting.

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

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

Unless otherwise required or allowed by the relevant laws, the Manager shall, within twenty-one (21) days of receiving a direction from not less than fifty (50) or one-tenth (1/10), whichever is less, of all the Unit Holders of the Fund or all the Unit Holders of a particular Class of Units, as the case may be, at the registered office of the Manager, summon a meeting of the Unit Holders of the Fund or of that Class of Units, as the case may be, by:

- a. sending by post at least seven (7) days before the date of the proposed meeting a notice of the proposed meeting to all the Unit Holders of the Fund or of that Class of Units, as the case may be, at the Unit Holder's last known address or, in the case of jointholders, at the jointholder whose name stands first in the records of the Manager to the jointholder's last known address;
- b. publishing at least fourteen (14) days before the date of the proposed meeting an advertisement giving notice of the proposed meeting in a national language newspaper published daily and another newspaper approved by the relevant authorities; and

		c. specifying in the notice the place and time of the meeting and the terms of the resolutions to be proposed at the meeting.	
41.	Section 14 - Conflict of Interest/related Party Transactions, fourth paragraph	Deleted.	Amended as it is no longer a requirement to disclose.
	As at the LPD, none of BIMB Invest's directors or substantial shareholders has any direct or indirect interest in other corporation carrying on a similar business as BIMB Invest. Any transaction conducted by the board member or any other representative must be done in the best interest of the Unit Holders. In the event that any of the directors or Investment Committee members are directly or indirectly involved in such transactions, he should abstain from being involved with any decision making process of the said transaction.		
42.	Section 15 – Taxation Adviser's Letter  -Tax adviser's letter-	Section 15 – Taxation Adviser's Letter  -Tax adviser's letter has been updated-	Amended to update the tax adviser's letter.
	- Tax adviser's letter-	- Tax adviser's letter has been updated-	
43.	Section 16 – Additional Information	Section 16 – Additional Information	Amended to include the reference to the First Supplemental Deed dated 20 March
	Other Information	Other information	2023.
	Deed(s) that govern the Fund  The deed in respect of the Fund is dated 2 October 2017.	Deed(s) that govern the Fund  1. Deed dated 2 October 2017 2. First Supplement al Deed dated 20 March 2023	