

# **Fifth Supplementary Prospectus of Eastspring Investments Islamic Small-cap Fund**

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This Fifth Supplementary Prospectus of Eastspring Investments Islamic Small-cap Fund dated 1 February 2023 (“Fifth Supplementary Prospectus”) must be read together with the First Prospectus of Eastspring Investments Islamic Small-cap Fund dated 25 May 2017 (“First Prospectus”), the First Supplementary Prospectus of Eastspring Investments Islamic Small-cap Fund dated 31 October 2018 (“First Supplementary Prospectus”), the Second Supplementary Prospectus of Eastspring Investments Islamic Small-cap Fund dated 2 January 2019 (“Second Supplementary Prospectus”), the Third Supplementary Prospectus of Eastspring Investments Islamic Small-cap Fund dated 1 August 2019 (“Third Supplementary Prospectus”) and the Fourth Supplementary Prospectus of Eastspring Investments Islamic Small-cap Fund dated 30 September 2022 (“Fourth Supplementary Prospectus”).

The Eastspring Investments Islamic Small-cap Fund (“Fund”) is constituted on 25 May 2017.

The Securities Commission Malaysia has authorised the Fund, and a copy of this Fifth Supplementary Prospectus dated 1 February 2023, the First Prospectus dated 25 May 2017, the First Supplementary Prospectus dated 31 October 2018, the Second Supplementary Prospectus dated 2 January 2019, the Third Supplementary Prospectus dated 1 August 2019 and the Fourth Supplementary Prospectus dated 30 September 2022 (collectively, the “Prospectuses”) have been registered with the Securities Commission Malaysia, who takes no responsibility for their contents. The authorisation of the Fund, and registration of the Prospectuses, should not be taken to indicate that the Securities Commission Malaysia recommends the Fund or assumes responsibility for the correctness of any statement made, opinion expressed or reports contained in the Prospectuses.

## **MANAGER**

Eastspring Investments Berhad  
200001028634 (531241-U)

## **TRUSTEE**

Deutsche Trustees Malaysia Berhad  
200701005591 (763590-H)

**INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THIS FIFTH SUPPLEMENTARY PROSPECTUS DATED 1 FEBRUARY 2023, THE FOURTH SUPPLEMENTARY PROSPECTUS DATED 30 SEPTEMBER 2022, THE THIRD SUPPLEMENTARY PROSPECTUS DATED 1 AUGUST 2019, THE SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019, THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018 AND THE FIRST PROSPECTUS DATED 25 MAY 2017. IF IN DOUBT, PLEASE CONSULT A PROFESSIONAL ADVISER.**

**THIS FIFTH SUPPLEMENTARY PROSPECTUS DATED 1 FEBRUARY 2023 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017, THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018, THE SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019, THE THIRD SUPPLEMENTARY PROSPECTUS DATED 1 AUGUST 2019 AND THE FOURTH SUPPLEMENTARY PROSPECTUS DATED 30 SEPTEMBER 2022.**

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## **RESPONSIBILITY STATEMENT**

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

## **STATEMENTS OF DISCLAIMER**

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

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

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

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

## **ADDITIONAL STATEMENTS**

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

Eastspring Investments Islamic Small-cap Fund has been certified as Shariah-compliant by the Shariah Adviser appointed for the Fund.

Eastspring Investments Islamic Small-cap Fund will not be offered for sale in the United States of America, its territories or possessions and all areas subject to its jurisdiction, or to any U.S. Person(s). Accordingly, investors may be required to certify that they are not U.S. Person(s) before making an investment in this Eastspring Investments Islamic Small-cap Fund.

THIS FIFTH SUPPLEMENTARY PROSPECTUS DATED 1 FEBRUARY 2023 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017, THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018, THE SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019, THE THIRD SUPPLEMENTARY PROSPECTUS DATED 1 AUGUST 2019 AND THE FOURTH SUPPLEMENTARY PROSPECTUS DATED 30 SEPTEMBER 2022.

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Unless otherwise provided in this Fifth Supplementary Prospectus, all the capitalised terms used herein shall have the same meanings ascribed to them in the First Prospectus dated 25 May 2017 as supplemented by the First Supplementary Prospectus dated 31 October 2018, the Second Supplementary Prospectus dated 2 January 2019, the Third Supplementary Prospectus dated 1 August 2019 and the Fourth Supplementary Prospectus dated 30 September 2022 (“First Prospectus”).

This Fifth Supplementary Prospectus is issued to inform investors that:

- The performance benchmark of the Fund has been amended from “80% FTSE Bursa Malaysia Small Cap Shariah Index + 20% FTSE Bursa Malaysia EMAS Shariah Index” to “FTSE Bursa Malaysia Small Cap Shariah Index”.

#### 1. Amendments to page 9 of the First Prospectus – “Fund Information”

The information in relation to the performance benchmark of the Fund is hereby deleted and replaced with the following:

##### **Performance Benchmark**

FTSE Bursa Malaysia Small Cap Shariah Index.

**Source:** [www.bursamalaysia.com](http://www.bursamalaysia.com)

##### **Note:**

1. The risk profile of the Fund is different from the risk profile of the performance benchmark.
2. The performance benchmark of the Fund was previously benchmarked against the composite benchmark of 80% FTSE Bursa Malaysia Small Cap Shariah Index + 20% FTSE Bursa Malaysia EMAS Shariah Index; however, it will be replaced with FTSE Bursa Malaysia Small Cap Shariah Index with effect from the date of this Fifth Supplementary Prospectus. As the Fund invests into Shariah-compliant securities of small-cap companies listed in Malaysia, the change of benchmark into FTSE Bursa Malaysia Small Cap Shariah Index provides a better benchmark comparison as all the Shariah-compliant stocks within the index are small-cap Shariah-compliant stocks. The FTSE Bursa Malaysia EMAS Shariah Index benchmark on the other hand has big cap Shariah-compliant stocks which may not fully represent the investment strategy of the Fund.

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# Fourth Supplementary Prospectus of Eastspring Investments Islamic Small-cap Fund

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This Fourth Supplementary Prospectus of Eastspring Investments Islamic Small-cap Fund dated 30 September 2022 (“Fourth Supplementary Prospectus”) must be read together with the First Prospectus of Eastspring Investments Islamic Small-cap Fund dated 25 May 2017 (“First Prospectus”), the First Supplementary Prospectus of Eastspring Investments Islamic Small-cap Fund dated 31 October 2018 (“First Supplementary Prospectus”), the Second Supplementary Prospectus of Eastspring Investments Islamic Small-cap Fund dated 2 January 2019 (“Second Supplementary Prospectus”) and the Third Supplementary Prospectus of Eastspring Investments Islamic Small-cap Fund dated 1 August 2019 (“Third Supplementary Prospectus”).

The Eastspring Investments Islamic Small-cap Fund (“Fund”) is constituted on 25 May 2017.

The Securities Commission Malaysia has authorised the Fund, and a copy of this Fourth Supplementary Prospectus dated 30 September 2022, the First Prospectus dated 25 May 2017, the First Supplementary Prospectus dated 31 October 2018, the Second Supplementary Prospectus dated 2 January 2019 and the Third Supplementary Prospectus dated 1 August 2019 (collectively, the “Prospectuses”) have been registered with the Securities Commission Malaysia, who takes no responsibility for their contents. The authorisation of the Fund, and registration of the Prospectuses, should not be taken to indicate that the Securities Commission Malaysia recommends the Fund or assumes responsibility for the correctness of any statement made, opinion expressed or reports contained in the Prospectuses.

## MANAGER

Eastspring Investments Berhad  
200001028634 (531241-U)

## TRUSTEE

Deutsche Trustees Malaysia Berhad  
200701005591 (763590-H)

**INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THIS FOURTH SUPPLEMENTARY PROSPECTUS DATED 30 SEPTEMBER 2022, THIRD SUPPLEMENTARY PROSPECTUS DATED 1 AUGUST 2019, THE SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019, THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018 AND THE FIRST PROSPECTUS DATED 25 MAY 2017. IF IN DOUBT, PLEASE CONSULT A PROFESSIONAL ADVISER.**

**FOR INFORMATION CONCERNING CERTAIN RISK FACTORS WHICH SHOULD BE CONSIDERED BY PROSPECTIVE INVESTORS, SEE “RISK FACTORS” COMMENCING ON PAGE 12 OF THE FIRST PROSPECTUS DATED 25 MAY 2017, ON PAGE 3 OF THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018, ON PAGES 4-5 OF THE SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019 AND ON PAGES 12-13 OF THE FOURTH SUPPLEMENTARY PROSPECTUS DATED 30 SEPTEMBER 2022.**

**PROSPECTIVE INVESTORS SHOULD ALSO NOTE THAT THE DISCLOSURE ON EQUITY RISK AND SHARIAH STATUS RECLASSIFICATION RISK ON PAGE 5 OF THE SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019 HAS BEEN DULY REVISED AS REFLECTED ON PAGES 12 - 13 OF THIS FOURTH SUPPLEMENTARY PROSPECTUS.**

**THIS FOURTH SUPPLEMENTARY PROSPECTUS DATED 30 SEPTEMBER 2022 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017, THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018, THE SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019 AND THE THIRD SUPPLEMENTARY PROSPECTUS DATED 1 AUGUST 2019.**

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## **RESPONSIBILITY STATEMENT**

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

## **STATEMENTS OF DISCLAIMER**

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

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

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

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

## **ADDITIONAL STATEMENTS**

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

Eastspring Investments Islamic Small-cap Fund has been certified as Shariah-compliant by the Shariah Adviser appointed for the Fund.

Eastspring Investments Islamic Small-cap Fund will not be offered for sale in the United States of America, its territories or possessions and all areas subject to its jurisdiction, or to any U.S. Person(s). Accordingly, investors may be required to certify that they are not U.S. Person(s) before making an investment in this Eastspring Investments Islamic Small-cap Fund.

**THIS FOURTH SUPPLEMENTARY PROSPECTUS DATED 30 SEPTEMBER 2022 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017, THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018, THE SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019 AND THE THIRD SUPPLEMENTARY PROSPECTUS DATED 1 AUGUST 2019.**

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**Unless otherwise provided in this Fourth Supplementary Prospectus, all the capitalised terms used herein shall have the same meanings ascribed to them in the First Prospectus dated 25 May 2017 as supplemented by the first supplementary prospectus dated 31 October 2018, the second supplementary prospectus dated 2 January 2019 and the third supplementary prospectus dated 1 August 2019 (“First Prospectus”).**

This Fourth Supplementary Prospectus is issued to inform investors that:

- The new company registration numbers for the Manager and the Trustee have been reflected on the cover page.
- The term “interim” has been replaced with “semi-annual”.
- The term “Islamic fund” has been replaced with “Islamic unit trust fund”.
- The fund management function for Eastspring Investments Islamic Small-cap Fund will be delegated to an external investment manager, Eastspring Al-Wara’ Investments Berhad with effect from 1 January 2023 . Hence, the definition of External Investment Manager, background of Eastspring Al-Wara’ Investments Berhad, the information in relation to the roles and duties of the External Investment Manager and the material litigation and arbitration of the External Investment Manager have been inserted.
- The definitions of “*baitulma*” and “U.S. (United States) Person(s)” have been inserted under “Chapter 1 – Definitions”
- The definitions of “Authorised Distributors”, “CUTA”, “Deed”, “IUTA”, “LOFSA”, “SC”, “Shariah”, “Shariah requirements” and “UTC” under “Chapter 1 – Definitions” have been amended.
- The information in relation to the Manager, the Trustee and the Shariah Adviser under “Chapter 2 – Corporate Directory” has been amended.
- The 2<sup>nd</sup> paragraph in relation to the investment strategy under “Chapter 3 – Fund Information” has been amended.
- The information in relation to the temporary defensive positions under “Chapter 3 – Fund Information” has been amended.
- The 5<sup>th</sup> bullet point in relation to the risk management strategies under “Chapter 3 – Fund Information” has been amended.
- The 6<sup>th</sup> bullet point in relation to the risk management strategies under “Chapter 3 – Fund Information” has been inserted.
- The information in relation to the investment restrictions and limits under “Chapter 3 – Fund Information” has been amended.
- The information in relation to the Deed under “Chapter 3 – Fund Information” has been amended.
- The information in relation to the suspension of redemption request risk under “Risk Factors – General Risks Of Investing In Unit Trust Fund” has been inserted.

**THIS FOURTH SUPPLEMENTARY PROSPECTUS DATED 30 SEPTEMBER 2022 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017, THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018, THE SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019 AND THE THIRD SUPPLEMENTARY PROSPECTUS DATED 1 AUGUST 2019.**

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- The information in relation to the equity risk and Shariah status reclassification risk under “Risk Factors – Specific Risks When Investing in The Fund” has been amended.
- The information in relation to additional information in relation to Shariah-compliant fund under “Chapter 3 – Fund Information” has been amended.
- The information in relation to the policy on gearing under “Chapter 3 – Fund Information” has been amended.
- The information in relation to the other expenses related to the Fund under “Chapter 4 – Fees, Charges And Expenses” has been amended.
- The information in relation to rebates and soft commissions under “Chapter 4 – Fees, Charges And Expenses” has been amended.
- The information in relation to the distribution channels under “Chapter 5 – Transaction Information” has been amended.
- The information in relation to how to purchase Units under “Chapter 5 – Transaction Information” has been amended.
- The information in relation to the purchase application and acceptance under “Chapter 5 – Transaction Information” has been amended.
- The information in relation to the 3<sup>rd</sup> paragraph of how to pay for an investment under “Chapter 5 – Transaction Information” has been amended.
- With the effect from 31 August 2022, the settlement period for the redemption request will be revised to seven (7) Business Days. Hence, the information in relation of how to redeem Units under “Chapter 5 – Transaction Information” has been amended.
- With the effect from 31 August 2022, the cooling-off right and the period to refund the cooling-off proceeds will be revised. Hence, the information in relation to the 3<sup>rd</sup> to 9<sup>th</sup> paragraphs of cooling-off period & cooling-off right under “Chapter 5 – Transaction Information” has been amended.
- The information in relation to the 1<sup>st</sup> to 5<sup>th</sup> paragraphs of the switching between funds under “Chapter 5 – Transaction Information” has been amended.
- The information in relation to the 8<sup>th</sup> paragraph of the switching between funds under “Chapter 5 – Transaction Information” has been deleted.
- The information in relation to the 4<sup>th</sup> and 5<sup>th</sup> paragraphs of transfer of Units under “Chapter 5 – Transaction Information” has been amended.
- The information in relation to the last paragraph of how to keep track your investment under “Chapter 5 – Transaction Information” has been amended.
- The information in relation to the suspension of sale and redemption of Units under “Chapter 5 – Transaction Information” has been amended.

**THIS FOURTH SUPPLEMENTARY PROSPECTUS DATED 30 SEPTEMBER 2022 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017, THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018, THE SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019 AND THE THIRD SUPPLEMENTARY PROSPECTUS DATED 1 AUGUST 2019.**

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- The information in relation to the 6<sup>th</sup>, 7<sup>th</sup>, and 8<sup>th</sup> paragraphs of transaction details under “Chapter 5 – Transaction Information” has been inserted.
- The information in relation to the 2<sup>nd</sup> and 3<sup>rd</sup> paragraphs of the minimum transfer of Units under “Chapter 5 – Transaction Information” has been deleted.
- The information in relation to the background of the Manager under “Chapter 6 – The Management And The Administration Of The Fund” has been amended.
- The information in relation to the 2<sup>nd</sup> paragraph of the cross trade policy and the last paragraph of the roles, duties, and responsibilities of the Manager under “Chapter 6 – The Management And The Administration Of The Fund” has been amended.
- Investors may refer to our website <https://www.eastspring.com/my/about-us/management> for more information about our board of directors.
- The information in relation to the investment committee under “Chapter 6 – The Management And The Administration Of The Fund” has been deleted.
- The information in relation to the fund management function under “Chapter 6 – The Management And The Administration Of The Fund” has been amended.
- The information in relation to the other information under “Chapter 6 – The Management And The Administration Of The Fund” has been amended.
- The information in relation to the experience in the Trustee business under “Chapter 7 – The Trustee” has been amended.
- The information in relation to the Trustee’s disclosure of material litigation under “Chapter 7 – The Trustee” has been amended.
- The information in relation to the Shariah Adviser under “Chapter 8 – The Shariah Adviser” has been amended.
- The information in relation to the items (a), (d), (i), (m) and (r) of the permitted expenses payable by the Fund under “Chapter 9 – Salient Terms Of The Deed” has been amended.
- The information in relation to the procedures and processes for termination of the Fund under “Chapter 9 – Salient Terms Of The Deed” has been inserted.
- The information in relation to the provisions governing Unit Holders’ meeting under “Chapter 9 – Salient Terms Of The Deed” has been amended.
- The information in relation to the suspension of dealing in Units under “Chapter 9 – Salient Terms Of The Deed” has been amended.
- The information in relation to the 4<sup>th</sup> paragraph under “Chapter 11 – Related Party Transactions And Conflict Of Interest” has been amended.
- The information in relation to the 5<sup>th</sup> paragraph under “Chapter 11 – Related Party Transactions And Conflict Of Interest” has been deleted.



**THIS FOURTH SUPPLEMENTARY PROSPECTUS DATED 30 SEPTEMBER 2022 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017, THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018, THE SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019 AND THE THIRD SUPPLEMENTARY PROSPECTUS DATED 1 AUGUST 2019.**

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- The information in relation to Deutsche Trustees Malaysia Berhad under “Chapter 11 – Related Party Transactions And Conflict Of Interest” has been amended.
- The taxation adviser’s letter on taxation of the Fund and Unit Holders has been revised.
- The information in relation to the consent from person(s) for the inclusion of their names and statements/tax adviser’s letter in the prospectus under “Chapter 13 - Additional Information” has been inserted.
- The information in relation to item 1 of the lodging a complaint under “Chapter 13 – Additional Information” has been amended.
- The information in relation to the head office and the sales office in Sabah under “Chapter 16 – Directory Of Sales Office” has been amended.

THIS FOURTH SUPPLEMENTARY PROSPECTUS DATED 30 SEPTEMBER 2022 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017, THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018, THE SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019 AND THE THIRD SUPPLEMENTARY PROSPECTUS DATED 1 AUGUST 2019.

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**1. Amendments to cover page of the First Prospectus**

The information of the Manager and the Trustee are hereby deleted and replaced with the following:

**MANAGER**

Eastspring Investments Berhad  
200001028634 (531241-U)

**TRUSTEE**

Deutsche Trustees Malaysia Berhad  
200701005591 (763590-H)

2. The term "**interim**" wherever it appears in the First Prospectus has been replaced with "**semi-annual**".
3. The term "**Islamic fund**" wherever it appears in the First Prospectus has been replaced with "**Islamic unit trust fund**".

**4. Amendments to pages 2 – 3 of the First Prospectus – “Definitions”**

- (i) The definition of “Authorised Distributors” is hereby deleted and replaced with the following:  
**“Authorised Distributors”** refers to IUTA, CUTA, UTC and any other entities authorised by the Manager to market and distribute the Fund;
- (ii) The definition of “*baitulmal*” is hereby inserted as follows:  
**“baitulmal”** means the treasury of a State Islamic Religious Council;
- (iii) The definition of “CUTA” is hereby deleted in its entirety and replaced with the following:  
**“CUTA”** means Corporate Unit Trust Scheme Adviser, and is a licensed financial planner registered with the Federation of Investment Managers Malaysia and authorised to market and distribute unit trust schemes of another party;
- (iv) The definition of “Deed” is hereby deleted and replaced with the following:  
**“Deed”** means the deed dated 28 March 2017 as amended via the first supplemental deed dated 20 May 2022 entered into between the Manager and the Trustee in respect of the Fund as may be modified by a supplemental deed from time to time;
- (v) The definition of “External Investment Manager” is hereby inserted as follows:  
**“External Investment Manager”** means Eastspring Al-Wara’ Investments Berhad;
- (vi) The definition of “IUTA” is hereby deleted in its entirety and replaced with the following:  
**“IUTA”** means Institutional Unit Trust Scheme Adviser, and is a corporation registered with the Federation of Investment Managers Malaysia and authorised to market and distribute unit trust schemes of another party;

**THIS FOURTH SUPPLEMENTARY PROSPECTUS DATED 30 SEPTEMBER 2022 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017, THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018, THE SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019 AND THE THIRD SUPPLEMENTARY PROSPECTUS DATED 1 AUGUST 2019.**

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(vii) The definition of "LOFSA" is hereby deleted and replaced with the following:  
**"Labuan FSA"** means the Labuan Financial Services Authority;

(viii) The definition of "SC" is hereby deleted and replaced with the following:  
**"SC"** means the Securities Commission Malaysia;

(ix) The definition of "Shariah" is hereby deleted in its entirety and replaced with the following:  
**"Shariah"** means 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 Prophet Muhammad (*pbuh*)) and other sources of Shariah such as *Ijtihad* (exertion of individual efforts to determine the true ruling of the divine law on matters whose revelations are not explicit) of Shariah scholars;

(x) The definition of "Shariah requirements" is hereby deleted and replaced with the following:  
**"Shariah requirements"** means the rulings, guidelines and resolutions made by the SAC of the SC or the advice given by the Shariah Adviser;

(xi) The definition of "U.S. (United States) Person(s)" is hereby inserted as follows:

**"U.S. (United States) Person(s)"** means:

- (a) a U.S. citizen (including those who hold dual citizenship or a greencard holder);
- (b) a U.S. resident alien for tax purposes;
- (c) a U.S. partnership;
- (d) a U.S. corporation;
- (e) any estate other than a non-U.S. estate;
- (f) any trust if:
  - (i) a court within the U.S. is able to exercise primary supervision over the administration of the trust; and
  - (ii) one or more U.S. Persons have the authority to control all substantial decisions of the trust;
- (g) any other person that is not a non-U.S. person; or
- (h) any other definition as may be prescribed under any relevant laws including but not limited to the Regulation S under the U.S. Securities Act of 1933 and the Foreign Account Tax Compliance Act, as may be amended from time to time.

Without prejudice to the foregoing, the definition of U.S. Person herein shall include the definition of "United States person" or such similar term applied in the prevailing executive order, which is a signed, written and published directive from the President of the United States of America;

(xii) The definition of "UTC" is hereby deleted in its entirety and replaced with the following:

**"UTC"** means Unit Trust Scheme Consultant, and is an individual registered with the Federation of Investment Managers Malaysia and authorised to market and distribute unit trust schemes; and

**THIS FOURTH SUPPLEMENTARY PROSPECTUS DATED 30 SEPTEMBER 2022 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017, THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018, THE SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019 AND THE THIRD SUPPLEMENTARY PROSPECTUS DATED 1 AUGUST 2019.**

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**5. Amendments to page 6 of the First Prospectus – “Corporate Directory”**

The information in relation to the Manager, the Trustee and the Shariah Adviser is hereby deleted and replaced with the following:

**MANAGER**

NAME : **EASTSPRING INVESTMENTS BERHAD**  
REGISTRATION NO. : 200001028634 (531241-U)  
REGISTERED OFFICE : Level 25, Menara Hong Leong  
No. 6, Jalan Damanlela  
Bukit Damansara  
50490 Kuala Lumpur  
TELEPHONE NO. : 603-2694 9999  
BUSINESS OFFICE : Level 22, Menara Prudential  
Persiaran TRX Barat  
55188 Tun Razak Exchange  
Kuala Lumpur  
TELEPHONE NO. : 603-2778 3888  
FAX NO. : 603-2789 7220  
EMAIL : [cs.my@eastspring.com](mailto:cs.my@eastspring.com)  
WEBSITE : [www.eastspring.com/my](http://www.eastspring.com/my)

**TRUSTEE**

NAME : **DEUTSCHE TRUSTEES MALAYSIA BERHAD**  
REGISTRATION NO. : 200701005591 (763590-H)  
REGISTERED OFFICE & BUSINESS OFFICE : Level 20, Menara IMC  
No. 8, Jalan Sultan Ismail  
50250 Kuala Lumpur  
TELEPHONE NO. : 603-2053 7522  
FAX NO. : 603-2053 7526  
EMAIL : [dtmb.rtm@db.com](mailto:dtmb.rtm@db.com)

**SHARIAH ADVISER**

NAME : **BIMB SECURITIES SDN BHD**  
REGISTRATION NO. : 199401004484 (290163-X)  
REGISTERED OFFICE : 32<sup>nd</sup> Floor, Menara Bank Islam  
No. 22 Jalan Perak  
50450 Kuala Lumpur  
BUSINESS OFFICE : Level 32, Menara Multi Purpose  
Capital Square  
No.8, Jalan Munshi Abdullah  
50100 Kuala Lumpur  
TELEPHONE NO. : 603-2613 1600  
FAX NO. : 603-2613 1799  
EMAIL : [shariah@bimbsec.com.my](mailto:shariah@bimbsec.com.my)  
WEBSITE : [www.bimbsec.com.my](http://www.bimbsec.com.my)

**THIS FOURTH SUPPLEMENTARY PROSPECTUS DATED 30 SEPTEMBER 2022 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017, THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018, THE SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019 AND THE THIRD SUPPLEMENTARY PROSPECTUS DATED 1 AUGUST 2019.**

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**6. Amendments to page 8 of the First Prospectus – “Fund Information – Investment Strategy”**

The information in relation to the 2<sup>nd</sup> paragraph of the investment strategy is hereby deleted and replaced with the following:

2<sup>nd</sup> paragraph

To identify such companies, the External Investment Manager will adopt a systematic fundamental research and valuation driven investment approach where quality of management, strength of business model, industry dynamics, driver of profitability and sustainability of earnings are assessed to identify stocks that market has undervalued and exploit such opportunities.

**7. Amendments to page 10 of the First Prospectus – “Fund Information – Temporary Defensive Positions”**

The information in relation to the temporary defensive positions is hereby deleted and replaced with the following:

If and when the External Investment Manager considers the market, economic, political or other conditions to be adverse to the Fund, the External Investment Manager may take temporary defensive position to respond to those conditions. In such circumstances, the Fund may hold up to 100% in Islamic deposits or Islamic liquid assets, which are defensive in nature.

**8. Amendments to page 10 of the First Prospectus – “Fund Information - Risk Management Strategies”**

(i) The information in relation to the 5<sup>th</sup> bullet is hereby deleted and replaced with the following:

5<sup>th</sup> bullet:

- escalating and reporting investment matters to the committee undertaking the oversight function of the Fund, senior management team, risk management committee and board of directors; and

(ii) A new 6<sup>th</sup> bullet is hereby inserted under risk management strategies as follows:

6<sup>th</sup> bullet:

- practising prudent liquidity management to ensure that the Fund maintains reasonable levels of liquidity to meet redemption request. We have established liquidity risk management policies to enable us to identify, monitor and manage the liquidity risk of the Fund in order to meet the redemption requests from the Unit Holders with minimal impact to the Fund as well as safeguarding the interests of the remaining Unit Holders. Such policies have taken into account, amongst others, the asset class of the Fund and the redemption policy of the Fund. To manage the liquidity risk, we have put in place the following procedures:
  - The Fund may hold a maximum of 30% of its NAV in Islamic liquid assets. This will allow the Fund to have sufficient buffer to meet the Unit Holders' redemption request.
  - Regular review by the designated fund manager on the Fund's investment portfolio including its liquidity profile.

**THIS FOURTH SUPPLEMENTARY PROSPECTUS DATED 30 SEPTEMBER 2022 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017, THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018, THE SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019 AND THE THIRD SUPPLEMENTARY PROSPECTUS DATED 1 AUGUST 2019.**

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- Monitoring of the Fund's net flows against redemption requests during normal and adverse market conditions are performed as pre-emptive measures in tracking the Fund's liquidity status to ensure there is sufficient cash holdings in addressing any liquidity concerns, which would mitigate potential risks in relation to meeting Unit Holders' redemption requests.
- Suspension of redemption requests from the Unit Holders under exceptional circumstances where the market value or fair value of a material portion of the Fund's assets cannot be determined. During the suspension period, the redemption requests from the Unit Holders will not be accepted and such redemption requests will be dealt on the next Business Day once the suspension is lifted. That being said, the action to suspend redemption requests from the Unit Holders shall be exercised only as a last resort by the Manager.

**9. Amendments to pages 10 - 11 of the First Prospectus – “Fund Information - Investment Restrictions And Limits”**

The information in relation to the investment restrictions and limits is hereby deleted and replaced with the following:

- (a) The value of the Fund's investments in unlisted Shariah-compliant securities must not exceed 10% of the Fund's NAV. This limit does not apply to Shariah-compliant equities that are not listed or quoted on a stock exchange but have been approved by the relevant regulatory authority for such listing and quotation, and are offered directly to the Fund by the issuer;
- (b) The value of the Fund's investments in Shariah-compliant ordinary shares issued by any single issuer must not exceed 10% of the Fund's NAV;
- (c) The value of the Fund's investments in Shariah-compliant shares or Shariah-compliant securities equivalent to shares 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 paragraph (a) issued by the same issuer will be included in the calculation;
- (d) The value of the Fund's placement in Islamic deposits with any single financial institution must not exceed 20% of the Fund's NAV. However, the single financial institution limit does not apply to placement of Islamic deposits arising from:
  - (i) subscription monies received prior to the commencement of investment by the Fund; or
  - (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 interests of Unit Holders;
- (e) The aggregate value of the Fund's investments in, or exposure to a single issuer through Shariah-compliant shares or Shariah-compliant securities equivalent to shares, 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 paragraph (a) issued by the same issuer will be included in the calculation;

**THIS FOURTH SUPPLEMENTARY PROSPECTUS DATED 30 SEPTEMBER 2022 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017, THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018, THE SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019 AND THE THIRD SUPPLEMENTARY PROSPECTUS DATED 1 AUGUST 2019.**

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- (f) 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 requirements of the Guidelines;
- (g) The value of the Fund's investments in Shariah-compliant shares or Shariah-compliant securities equivalent to shares 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 paragraph (a) issued by the issuer within the same group of companies will be included in the calculation;
- (h) 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;
- (i) The Fund's investments in Islamic money market instruments must not exceed 10% of the 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;
- (j) The Fund's investments in Islamic collective investment schemes must not exceed 25% of the units or shares in the Islamic collective investment scheme; and
- (k) There will be no restriction or limits for Shariah-compliant securities or Shariah-compliant instruments issued or guaranteed by the Malaysian government or BNM.

The investment restrictions and limits mentioned herein must be complied with at all times based on the most up-to-date value of the Fund's investments. The Manager will notify the SC within seven (7) Business Days of any breach of investment limits and restrictions 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, 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.

**10. Amendments to page 11 of the First Prospectus – “Fund Information – Deed”**

The information in relation to the Deed is hereby deleted and replaced with the following:

The deed dated 28 March 2017 and the first supplemental deed dated 20 May 2022.

**11. Amendments to page 12 of the First Prospectus – “Risk Factors – General Risks Of Investing In Unit Trust Fund”**

The information in relation to the suspension of redemption request risk is hereby inserted:

**Suspension of redemption request risk**

Having considered the best interests of Unit Holders, the redemption requests by the Unit Holders may be subject to suspension due to exceptional circumstances, where the market value or fair value of a material portion of the Fund's assets cannot be determined. In such cases, 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 than the original timeline. Hence, their investments will continue to be subject to the risks inherent to the Fund.

**THIS FOURTH SUPPLEMENTARY PROSPECTUS DATED 30 SEPTEMBER 2022 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017, THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018, THE SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019 AND THE THIRD SUPPLEMENTARY PROSPECTUS DATED 1 AUGUST 2019.**

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**12. Amendments to page 13 of the First Prospectus - “Fund Information –Risk Factors – Specific Risks When Investing In The Fund”**

The information in relation to the equity risk and Shariah status reclassification risk is hereby deleted and replaced with the following:

**Equity risk**

Adverse price movements of a particular Shariah-compliant securities invested by the Fund may adversely affect the Fund’s NAV. The External Investment Manager strives to mitigate the impact of a particular Shariah-compliant securities risk through portfolio diversification.

Meanwhile investing in Shariah-compliant equity-related securities such as rights and Shariah-compliant warrants, where price movement is dependent on the price movement of the underlying of the Shariah-compliant equity-related securities, the risk is generally higher than their Shariah-compliant equities as these Shariah-compliant equity-related securities are leveraged form of investment. The price of Shariah-compliant equity-related securities generally fluctuates more than the Shariah-compliant equities and consequently may affect the volatility of the Fund’s NAV. To mitigate this risk, the External Investment Manager will conduct rigorous fundamental analysis of the Shariah-compliant equities and Shariah-compliant equity-related securities.

Shariah-compliant warrants are financial instruments that give the buyer the right but not the obligation to purchase or sell Shariah-compliant equities at a pre-determined price before the expiry date. Such investments may experience time decay, and the erosion of value accelerates as the instrument advances to its expiry date.

**Shariah status reclassification risk**

a) Shariah-compliant equity securities

This risk refers to the risk that the currently held Shariah-compliant equity securities in the Fund may be reclassified as Shariah non-compliant in the periodic review of the securities by the SAC of the SC or the Shariah Adviser. If this occurs, the External Investment Manager will take the necessary steps to dispose of such securities.

Opportunity loss could occur due to the restriction on the Fund to retain the excess capital gains derived from the disposal of the reclassified Shariah non-compliant securities. In such an event, the Fund is required:-

- (i) to dispose of such securities with immediate effect or within one (1) calendar month if the value of the securities exceeds or is equal to the investment cost on the effective date of reclassification of the list of Shariah-compliant securities (“Reclassification”) by the SAC of the SC or date of review (“Review”) by the Shariah Adviser. The Fund is allowed to keep dividends received and capital gains from the disposal of the securities up to the effective date of Reclassification or Review. However, any dividends received and excess capital gains from the disposal of the Shariah non-compliant securities after the effective date of Reclassification or Review should be channelled to *baitulmal* and/or charitable bodies advised by the Shariah Adviser;
- (ii) to hold such securities if the value of the said securities is below the investment cost on the effective date of Reclassification or Review until the total subsequent dividends received (if any) and the market price of the securities is equal to the cost of investment at which time



**THIS FOURTH SUPPLEMENTARY PROSPECTUS DATED 30 SEPTEMBER 2022 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017, THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018, THE SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019 AND THE THIRD SUPPLEMENTARY PROSPECTUS DATED 1 AUGUST 2019.**

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disposal has to take place within one (1) calendar month, excess capital gains (if any) from the disposal of the securities should be channelled to *baitulmal* and/or charitable bodies advised by the Shariah Adviser; or

(iii) to dispose of such securities at a price lower than the investment cost which will result in a decrease in the Fund's value.

b) Islamic money market instruments or Islamic deposits or Islamic collective investment schemes

This risk refers to the risk of a possibility that the currently held Islamic money market instruments or Islamic deposits or Islamic collective investment schemes invested by the Fund may be declared as Shariah non-compliant by the relevant authority or the Shariah Adviser. If this occurs, the External Investment Manager will take the necessary steps to dispose of or withdraw such money market instruments or deposits or collective investment schemes.

**Note:** Please refer to cleansing process for the Fund for details

**13. Amendments to pages 14 - 17 of the First Prospectus – “Fund Information – Additional Information In Relation To Shariah-compliant Fund”**

The information in relation to the additional information in relation to shariah-compliant fund is hereby deleted and replaced with the following:

**ADDITIONAL INFORMATION IN RELATION TO ISLAMIC UNIT TRUST FUND**

**1. Shariah Investment Guidelines**

The following guidelines are adopted by the Shariah Adviser in determining the Shariah status of investments of the Fund:

- The Fund must at all times and all stages of its operation comply with Shariah principles as resolved by the SAC of the SC or in cases where no specific rulings are made by the SAC of the SC or the decisions of the Shariah Adviser.
- The Fund must be raised 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 including securities must be Shariah-compliant.
- For Shariah-compliant securities listed on the Bursa Malaysia, the Fund's investments must be strictly confined to those Shariah-compliant securities on the list approved by the SAC of the SC.
- For Islamic money market instruments or Islamic deposits, they shall be based on the data readily available on BNM website and the financial institutions' websites.
- The SAC of the SC has adopted a standard methodology to determine the Shariah compliance of companies listed on Bursa Malaysia. This methodology takes into consideration both the quantitative and qualitative aspects of the listed companies.

**THIS FOURTH SUPPLEMENTARY PROSPECTUS DATED 30 SEPTEMBER 2022 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017, THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018, THE SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019 AND THE THIRD SUPPLEMENTARY PROSPECTUS DATED 1 AUGUST 2019.**

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**(a) Quantitative analysis:**

The quantitative part is a two-tier benchmark applied to the business activities of the companies and to the financial ratios of the companies. The business activity benchmarks consist of a 5% benchmark and a 20% benchmark.

(i) Business activity benchmarks

For the business activity benchmarks, the revenue or income contribution of Shariah non-compliant business activities to the group revenue or group profit before taxation of the listed companies will be computed and compared against the relevant business activity benchmarks, and must be less than the 5% or the 20% benchmarks.

The 5% benchmark would be applicable to the following business activities:

- Conventional banking and lending;
- Conventional insurance;
- Gambling;
- Liquor and liquor-related activities;
- Pork and pork-related activities;
- Non-halal food and beverages;
- Shariah non-compliant entertainment;
- Interest income<sup>1</sup> from conventional accounts and instruments (including interest income awarded arising from a court judgement or arbitration);
- Dividends<sup>1</sup> from Shariah non-compliant investments;
- Tobacco and tobacco-related activities; and
- Other activities deemed non-compliant according to Shariah principles as determined by the SAC of the SC.

*<sup>1</sup> Interest income and dividends from Shariah non-compliant investments will be compared against the group revenue. However, if the main activity of the company is holding of investment, the dividends from Shariah non-compliant investments will be compared against the group revenue and group profit before taxation.*

The 20% benchmark would be applicable to the following activities:

- Share trading in Shariah non-compliant securities;
- Stockbroking business other than Islamic stockbroking company;
- Rental received from Shariah non-compliant activities; and
- Other activities deemed non-compliant according to Shariah principles as determined by the SAC of the SC.

(ii) Financial ratio benchmarks

In addition, the financial ratios for cash in conventional accounts and instruments as well as interest-bearing debts over the total assets of the listed companies are also considered in the analysis carried out by the SAC of the SC to determine their Shariah compliance status.

The financial ratios applied are as follows:

**THIS FOURTH SUPPLEMENTARY PROSPECTUS DATED 30 SEPTEMBER 2022 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017, THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018, THE SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019 AND THE THIRD SUPPLEMENTARY PROSPECTUS DATED 1 AUGUST 2019.**

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- **Ratio of cash over total assets**

Cash will only include cash placed in conventional accounts and instruments, whereas cash placed in Islamic accounts and instruments will be excluded from the calculation.

- **Ratio of debt over total assets**

Debt will only include interest-bearing debt whereas Islamic financing or sukuk will be excluded from the calculation.

Both benchmark ratios, which are intended to measure *riba* and *riba*-based elements within a listed company's balance sheet, must be less than 33%.

**(b) Qualitative analysis:**

As for qualitative aspect of the Shariah compliance analysis, an additional criterion will be considered namely the public perception or image of the listed company which must be acceptable from the Shariah perspective.

- The SAC of the SC had considered the following criteria for a Special Purpose Acquisition Company (SPAC) to be classified as Shariah-compliant:
  - ❖ The proposed business activity should be Shariah-compliant;
  - ❖ The entire proceeds raised from the initial public offering should be placed in an Islamic account; and
  - ❖ In the event that the proceeds are invested, the entire investment should be Shariah-compliant.
- Shariah-compliant securities include ordinary shares and warrants (issued by the companies themselves). This means that warrants are classified as Shariah-compliant securities provided the underlying shares are also Shariah-compliant. On the other hand, loan stocks and bonds are Shariah non-compliant securities unless they are structured based on SAC of the SC's approved Shariah rulings, concepts and principles.
- 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 External Investment 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 External Investment 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.

THIS FOURTH SUPPLEMENTARY PROSPECTUS DATED 30 SEPTEMBER 2022 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017, THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018, THE SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019 AND THE THIRD SUPPLEMENTARY PROSPECTUS DATED 1 AUGUST 2019.

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## 2. Cleansing process for the Fund

### (a) Wrong Investment

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

This refers to Shariah non-compliant investment made by the External Investment Manager. 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 instrument, it has to be channeled to *baitulmal* and/or charitable bodies advised by the Shariah Adviser. The Shariah Adviser advises that this cleansing process (i.e. channeling of income from wrongful investment to *baitulmal* and/or charitable bodies 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 non-compliant instruments (i.e. money 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 non-compliant income before or after the disposal of the instrument, it has to be channeled to *baitulmal* and/or charitable bodies advised by the Shariah Adviser. The Shariah Adviser advises that this cleansing process (i.e. channeling of income from wrongful investment to *baitulmal* and/or charitable bodies 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 Investment

#### (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 or the Shariah Adviser. If on the effective date of reclassification of the list of Shariah-compliant securities ("Reclassification") by the SAC of the SC or date of review ("Review") by the Shariah Adviser, the value of the securities held exceeds or is equal to the investment cost, the Fund which holds such Shariah non-compliant 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 or Review.

Any dividends received up to the effective date of Reclassification or Review and capital gains arising from the disposal of the said reclassified Shariah non-compliant securities made with respect to the closing price on the effective date of Reclassification or Review can be kept by the Fund. However, any dividends received and excess capital gains derived from the disposal after the effective date of Reclassification or Review at a market price that is higher than the closing price on the effective date of Reclassification or Review shall be channeled to *baitulmal* and/or charitable bodies advised by the

**THIS FOURTH SUPPLEMENTARY PROSPECTUS DATED 30 SEPTEMBER 2022 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017, THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018, THE SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019 AND THE THIRD SUPPLEMENTARY PROSPECTUS DATED 1 AUGUST 2019.**

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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 non-compliant securities are held by the Fund e.g. rights issues, bonus issues, special issues and warrants [excluding securities whose nature is Shariah non-compliant e.g. irredeemable convertible unsecured loan stock (ICULS)]; and
- securities of other companies offered by the company whose Shariah non-compliant 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) Money market instruments or deposits or 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 External Investment 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 channeled to *baitulmal* and/or charitable bodies 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.

**THIS FOURTH SUPPLEMENTARY PROSPECTUS DATED 30 SEPTEMBER 2022 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017, THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018, THE SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019 AND THE THIRD SUPPLEMENTARY PROSPECTUS DATED 1 AUGUST 2019.**

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### **3. Zakat for the Fund**

The Fund does not pay zakat on behalf of its Unit Holders, both Muslim individuals and Islamic legal entities. Thus, Unit Holders are advised to pay zakat on their own.

**The Shariah Adviser confirms 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 BNM. 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 BNM, the Shariah status of the instruments has been reviewed and determined by the Shariah Adviser.**

### **14. Amendments to page 18 of the First Prospectus – “Fund Information – Policy On Gearing”**

The information in relation to policy gearing is hereby deleted and replaced with the following:

The Fund is not permitted to obtain cash financing or borrow other assets (including those within the meaning of the Securities Borrowing and Lending Guidelines) in connection with its activities. However, the Fund may obtain cash financing for the purpose of meeting redemption request for Units and for short-term bridging requirement. Such financings are subject to the following:

- the Fund’s financing is only on a temporary basis and that financing is not persistent;
- the financing period should not exceed a month;
- the aggregate financing of the Fund should not exceed 10% of the Fund’s NAV at the time the financing is incurred; and
- the Fund may only obtain financing from financial institutions.

An Islamic unit trust fund must seek Islamic financing for the above requirements.

### **15. Amendments to page 21 of the First Prospectus – “Fees, Charges and Expenses – Other Expenses Related To The Fund”**

The information in relation to other expenses related to the Fund is hereby deleted and replaced with the following:

Only expenses that are directly related and necessary for the operation and administration of the Fund and permitted by the Deed may be charged to the Fund. The list of expenses related to the Fund is set out below:

- commissions or fees paid to dealers or brokers (where applicable);
- auditors’ fee;
- tax adviser’s fee;
- Shariah Adviser’s fee;
- valuation fee\*;
- taxes;
- custodial charges (i.e. foreign sub-custodial charges only);
- cost of printing the annual and semi-annual reports;
- remuneration and out of pocket expenses of the person(s) or members of a committee undertaking the oversight function of the Fund;
- 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
- any other expenses allowed under the Deed.

**THIS FOURTH SUPPLEMENTARY PROSPECTUS DATED 30 SEPTEMBER 2022 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017, THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018, THE SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019 AND THE THIRD SUPPLEMENTARY PROSPECTUS DATED 1 AUGUST 2019.**

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\* These are fees for the valuation of any Shariah-compliant investment of the Fund.

**16. Amendments to page 22 of the First Prospectus – “Fees, Charges and Expenses – Rebates And Soft Commissions”**

The information in relation to rebates and soft commissions is hereby deleted and replaced with the following:

The Manager, the External Investment Manager, the Trustee and the Trustee’s delegate should not retain any rebates from, or otherwise share in any commission with any broker or dealer in consideration for directing dealings in the investments of the Fund. Accordingly, any rebate and shared commission will be directed to the account of the Fund.

Notwithstanding the aforesaid, the Manager may retain goods and services by way of soft commissions provided by any broker or dealer if the following conditions are met:

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

Soft commissions which are not allowed include, among others, entertainment allowance, travel, accommodation and membership fee.

**17. Amendments to page 28 of the First Prospectus – “Transaction Information – Distribution Channels”**

The information in relation to the distribution channels is hereby deleted and replaced with the following:

The Fund is distributed through the Manager’s head office, branch offices and Authorised Distributors. Please refer to the Directory of Sales Office section at the end of this prospectus for more information. Should a Unit Holder wish to consider investment, subsequent investment, redemption, switching, cooling-off or transfer of Units, the Unit Holder must complete the relevant transaction forms which can be obtained from the distribution channels of the Manager or download from the Manager’s website, [www.eastspring.com/my](http://www.eastspring.com/my). Upon confirming the transaction, the Unit Holder will receive a confirmation advice.

Any correspondence will ONLY be sent to the Unit Holder at the correspondence address and/or email address that is registered by the Manager as provided by the Unit Holder in the master account opening form.

Please note that if you are a U.S. Person, you are not eligible to subscribe to Units of the Fund. If we become aware that you are a U.S. Person who holds Units of the Fund, we will issue a notice requiring you to:-

- redeem your Units; or
  - transfer your Units to a non-U.S. Person;
- within thirty (30) days from the date of the said notice.

**THIS FOURTH SUPPLEMENTARY PROSPECTUS DATED 30 SEPTEMBER 2022 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017, THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018, THE SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019 AND THE THIRD SUPPLEMENTARY PROSPECTUS DATED 1 AUGUST 2019.**

If you fail to redeem or transfer your Units within the stipulated period, we shall have the right to compulsorily repurchase all the Units held by you after thirty (30) calendar days from the date of the said notice. The Manager shall pay you the redemption proceeds via e-payment ONLY according to your bank account details as stated in your myEastspring account or in the master account opening form or redemption form, or in such other manner as determined by the Manager on a case to case basis, no later than seven (7) Business Days from the date that the Manager repurchase all the Units held by you.

**18. Amendments to pages 28 - 29 of the First Prospectus – “Transaction Information – How To Purchase Units”**

The information in relation to how to purchase Units is hereby deleted and replaced with the following:

(i) Online submission via myEastspring

Individual investor can register for a “myEastspring” account at [www.myeastspring.com.my](http://www.myeastspring.com.my) by uploading the following required documents for account opening with the assistance from a UTC.

- Images of identity card (Malaysian or Singaporean) or valid unexpired passport (foreigner) or other identification such as police identity card or army identity card (front and back); and
- Utility bill, driver’s license, bank statement, international travel documents issued by a foreign government or the United Nations or any other reliable and independent identification document\* and electronic data\* where the name matches the name of the investor; and
- Student identity card or birth certificate (where applicable, for minor joint holder who is below 18 years old).

Upon successful account opening, investor may purchase Units of the Fund by executing a buy transaction via online through myEastspring.

\* You may get in touch with your UTC or our client services personnel to find out more on the list of independent identification document and electronic data.

(ii) Manual submission

When purchasing Units of the Fund, investors must forward the following completed documents\* to the Manager:

Individual	Non-individual
<ul style="list-style-type: none"> <li>• Master account opening form</li> <li>• Transaction form</li> <li>• Proof of payment which is acceptable by the Manager</li> <li>• Suitability assessment form</li> <li>• Certified true copy of identity card, passport or other identification</li> </ul>	<ul style="list-style-type: none"> <li>• Master account opening form</li> <li>• Transaction form</li> <li>• Proof of payment which is acceptable by the Manager</li> <li>• Suitability assessment form</li> <li>• Certified true copy of board resolution</li> <li>• Certified true copy of latest annual return</li> <li>• Certified true copy of corporate structure (where applicable)</li> <li>• Certified true copy of identity card or passport of directors and authorised representatives</li> </ul>



**THIS FOURTH SUPPLEMENTARY PROSPECTUS DATED 30 SEPTEMBER 2022 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017, THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018, THE SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019 AND THE THIRD SUPPLEMENTARY PROSPECTUS DATED 1 AUGUST 2019.**

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- Certified true copy of form 24 / return of allotment of shares under section 78 of the Companies Act 2016 (not required for a public listed company or an entity licensed by the SC, BNM or Labuan FSA)
- Certified true copy of form 49 / notification of change in the register of directors, managers and secretaries under section 58 of the Companies Act 2016
- Certified true copy of the constitution (if any)
- Certified true copy of the certificate of incorporation
- Certified true copy of form 13 / application for change of name under section 28 of the Companies Act 2016 (if applicable)
- Certified true copy of form 44 / notification of change in the registered address under section 46 of the Companies Act 2016 (if applicable)
- Personal data protection notice form for directors and authorised representatives

Note:

\* The documents listed may be subject to changes from time to time.

A Unit Holder may be required to forward to the Manager additional documents to authenticate his identification when transacting Units of the Fund. The Manager reserves the right to reject any application without providing any reason.

The Manager allows a Unit Holder the convenience of maintaining all his investments in ONE single master account regardless of the number of funds he invests with the Manager.

**19. Amendments to page 29 of the First Prospectus – “Transaction Information – Purchase Application And Acceptance”**

The information in relation to the purchase application and acceptance is hereby deleted and replaced with the following:

Purchase application should be made before the cut-off time of 4.00 p.m. on any Business Day. The Units will be issued at NAV per Unit calculated at the next valuation point (i.e. forward pricing) after the purchase application is received by the Manager. The cut-off time will be determined based on the transaction submission time (online submission) or stamped time and date made at the Manager's head office and branch offices (manual submission).

Note: Our Authorised Distributors may have an earlier cut-off time for purchase of Units request. Please check with the respective Authorised Distributors for their respective cut-off time.

When the purchase application is received after the cut-off time stated above, the purchase application will be deemed to have been received on the next Business Day. The Manager reserves the right to vary the terms and conditions of investment and payment modes from time to time, which shall be

**THIS FOURTH SUPPLEMENTARY PROSPECTUS DATED 30 SEPTEMBER 2022 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017, THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018, THE SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019 AND THE THIRD SUPPLEMENTARY PROSPECTUS DATED 1 AUGUST 2019.**

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communicated to you in writing. The Manager reserves the right to reject any application without providing any reason. The Manager may also reject any application that is incomplete and/or not accompanied by the required documents.

**20. Amendments to page 29 of the First Prospectus – “Transaction Information – How To Pay For An Investment”**

The information in relation to the 3<sup>rd</sup> paragraph of how to pay for an investment is hereby deleted and replaced with the following:

3<sup>rd</sup> paragraph:

Cheques can be deposited directly into the Manager’s client trust bank account by using a bank deposit slip at any branch of the Manager’s principal bankers stated below. The original client’s copy of the bank deposit slip (proof of payment) and remittance application form (if payment is made with bank draft) must be sent together with the application for Units. Unit Holders are encouraged to indicate their name and Malaysian National Registration Identity Card (“NRIC”) number or passport number (for foreigner) on the bank deposit slip.

**21. Amendments to pages 30 - 31 of the First Prospectus – “Transaction Information – How To Redeem Units”**

The information in relation to how to redeem Units is hereby deleted and replaced with the following:

A Unit Holder may redeem all or some of the Units held on any Business Day by executing a sell transaction via online through myEastspring or completing a transaction form.

Redemption application should be made before the cut-off time of 4.00 p.m. on any Business Day. The Units will be redeemed at NAV per Unit calculated at the next valuation point (i.e. forward pricing) after the redemption application is received by the Manager. The cut-off time will be determined based on the transaction submission time (online submission) or stamped time and date made at the Manager’s head office and branch offices (manual submission).

Note: Our Authorised Distributors may have an earlier cut-off time for redemption of Units request. Please check with the respective Authorised Distributors for their respective cut-off time.

When the redemption application is received after the cut-off time stated above, the redemption application will be deemed to have been received on the next Business Day. The Manager reserves the right to vary the terms and conditions for redemption from time to time, which shall be communicated to you in writing.

The Manager shall pay you the redemption proceeds via e-payment ONLY according to your bank account details as stated in your myEastspring account or in the master account opening form or redemption form, or in such other manner as determined by the Manager on a case to case basis, no later than seven (7) Business Days\* from the date the Manager receives the duly completed redemption application. If you redeem immediately after the purchase of Units, the Manager shall have the right to withhold the redemption application until sufficient time has elapsed to ensure that the amount remitted by you (for purchase of Units) is realised and credited to the Manager’s client trust bank account.

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\*With effect from 31 August 2022, the settlement period for the redemption request will be revised to seven (7) Business Days. Prior to 31 August 2022, the settlement period for the redemption request is within ten (10) calendar days.

**22. Amendments to page 31 of the First Prospectus – “Transaction Information – Cooling-Off Period & Cooling-Off Right”**

The information in relation to the 3<sup>rd</sup> to 9<sup>th</sup> paragraphs of the cooling-off period & cooling-off right is hereby deleted and replaced with the following:

3<sup>rd</sup> to 9<sup>th</sup> paragraphs:

There is a cooling-off period of six (6) Business Days commencing from the day your application is accepted or deemed to be accepted by the Manager. Within these six (6) Business Days, you have the right to request for withdrawal of the investment. The refund for every Unit held by you pursuant to the exercise of your cooling-off right\* are as follows:

- (a) if the NAV per Unit on the day the Units were first purchased (“original price”) 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 per Unit originally imposed on the day the Units were purchased.

\* With effect from 31 August 2022, the refund pursuant to a Unit Holder’s exercise of cooling-off right will be as mentioned above. Prior to 31 August 2022, the refund would be based on the NAV per Unit on the day the Units were first purchased and the sales charge originally imposed on the day on which the Units were purchased.

Unit Holder may exercise the cooling-off right on any Business Day by executing a sell transaction via online through myEastspring or completing a transaction form.

Cooling-off application should be made before the cut-off time of 4.00 p.m. on any Business Day. The cut-off time will be determined based on the transaction submission time (online submission) or stamped time and date made at the Manager’s head office and branch offices (manual submission).

When a cooling-off application is received after the cut-off time stated above, the cooling-off application will be deemed to have been received on the next Business Day. The Manager reserves the right to vary the terms and conditions of cooling-off from time to time, which shall be communicated to you in writing.

Cooling-off proceeds will be refunded to you via e-payment ONLY according to the bank account details as stated in your myEastspring account or in the master account opening form or redemption form, or in such other manner as determined by the Manager on a case to case basis, no later than seven (7) Business Days\* from the date the Manager receives the duly completed cooling-off application, provided that the Manager has received cleared funds for the original investment.

\* With effect from 31 August 2022, the cooling-off proceeds will be refunded to you within seven (7) Business Days. Prior to 31 August 2022, the cooling-off proceeds would be refunded within ten (10) calendar days.

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**23. Amendments to page 32 of the First Prospectus – “Transaction Information - Switching Between Funds”**

- (i) The information in relation to the 1<sup>st</sup> to 5<sup>th</sup> paragraphs of the switching between funds is hereby deleted and replaced with the following:

1<sup>st</sup> to 5<sup>th</sup> paragraphs:

A Unit Holder is allowed to switch the Units held in the Fund to another fund managed by the Manager denominated in the same currency by executing a switch transaction via online through myEastspring or completing a transaction form. There is no switching fee imposed on switching of Units but Unit Holders have to pay the difference of sales charge if Unit Holders wish to switch to another fund with a higher sales charge. However, no sales charge will be imposed if the fund to be switched to has a lower sales charge than the Fund.

Switching from an Islamic unit trust fund to a conventional unit trust fund is not encouraged especially for Muslim Unit Holders.

There is no limit on the frequency of switching. However, during the initial offer period, the units of other funds are not allowed to switch to Units of the Fund except at the Manager’s discretion.

Switching application should be made before the cut-off time of 4.00 p.m. on any Business Day. The Units will be switched at NAV per Unit calculated at the next valuation point (i.e. forward pricing) after the switching application is received by the Manager. The cut-off time will be determined based on the transaction submission time (online submission) or stamped time and date made at the Manager’s head office and branch offices (manual submission).

Note: Our Authorised Distributors may have an earlier cut-off time for switching of Units request. Please check with the respective Authorised Distributors for their respective cut-off time.

When switching application is received after the cut-off time stated above, the switching application will be deemed to have been received on the next Business Day. The Manager reserves the right to vary the terms and conditions of switching from time to time, which shall be communicated to you in writing.

- (ii) The information in relation to the 8<sup>th</sup> paragraph of the switching between funds is hereby deleted.

**24. Amendments to page 33 of the First Prospectus – “Transaction Information – Transfer Of Units”**

The information in relation to the 4<sup>th</sup> and 5<sup>th</sup> paragraphs of transfer of Units is hereby deleted and replaced with the following:

4<sup>th</sup> paragraph:

Note: Our Authorised Distributors may have an earlier cut-off time for transfer of Units request. Please check with the respective Authorised Distributors for their respective cut-off time.

5<sup>th</sup> paragraph:

When the transfer application is received after the cut-off time stated above, the transfer application will be deemed to have been received on the next Business Day. The Manager reserves the right to vary the terms and conditions for transfer from time to time, which shall be communicated to you in writing.

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**25. Amendments to pages 33 - 34 of the First Prospectus – “Transaction Information – How To Keep Track Of Your Investment”**

The information in relation to the last paragraph of how to keep track of your investment is hereby deleted and replaced with the following:

Last paragraph:

A Unit Holder may communicate with the Manager via:

**Client services tel:** 603-2778 1000

**Email:** [cs.my@eastspring.com](mailto:cs.my@eastspring.com)

**26. Amendments to page 34 of the Master Prospectus – “Transaction Information – Suspension of Sale and Redemption of Units”**

The information in relation to the suspension of sale and redemption of Units is hereby deleted and replaced with the following:

The Manager may, in consultation with the Trustee and having considered the interests of Unit Holders, suspend dealing in Units of the Fund due to exceptional circumstances where the market value or fair value of a material portion of the Fund’s asset cannot be determined. In such cases, where there is good and sufficient reason to do so, considering the interests of Unit Holders. The Manager will cease the suspension as soon as practicable after the circumstances which result in the suspension have ceased, and in any event within twenty-one (21) days of the commencement of suspension. The period of suspension may be extended if the Manager satisfies the Trustee that it is in the best interests of the Unit Holders for the dealing in Units to remain suspended and such extension will be subject to weekly review by the Trustee.

The Manager will inform the Unit Holders in a timely and appropriate manner of the decision to suspend dealing in Units of the Fund.

**27. Amendments to page 35 of the First Prospectus – “Transaction Information – Transaction Details”**

To include the following new paragraphs:

6<sup>th</sup> paragraph:

In the event the Units carry more than one Unit Holder’s name, i.e. “Joint Application”, the redemption / switching / transfer application will be signed by all the jointholders. If the application specifies “Either Applicant to sign”, any one Unit Holder who is eighteen (18) years old and above will have the authority to sign the application. In all cases, redemption proceeds will be paid to the principal account holder or in the names of both account holders in the register of Unit Holders.

7<sup>th</sup> paragraph:

In the event a master account has more than one registered owner, the first-named Unit Holder (as determined by reference to the original master account application form) shall receive the confirmation advices, notices and correspondence with respect to the master account, as well as any redemption proceeds or income distribution or other distributions. In addition, such first-named Unit Holder shall have the voting rights, as permitted, associated with such Units.

**THIS FOURTH SUPPLEMENTARY PROSPECTUS DATED 30 SEPTEMBER 2022 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017, THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018, THE SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019 AND THE THIRD SUPPLEMENTARY PROSPECTUS DATED 1 AUGUST 2019.**

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8<sup>th</sup> paragraph:

In the case of jointholders, any one of such jointholders may vote either personally or by proxy as comprised in the jointholding. If the jointholders are present at any meeting either personally or by proxy, the jointholder whose name stands first in the register of Unit Holders shall alone be entitled to vote.

**28. Amendments to page 36 of the First Prospectus – “Transaction Information – Transaction Details”- Minimum Transfer (Units)**

The information in relation to the 2<sup>nd</sup> and 3<sup>rd</sup> paragraphs of the minimum transfer of Units for joint account is hereby deleted.

**29. Amendments to page 40 of the First Prospectus – “The Management And The Administration Of The Fund – Background of the Manager”**

The information in relation to the background of the Manager is hereby deleted and replaced with the following:

Eastspring Investments Berhad was incorporated in November 2000 and is part of the Prudential Group. The ultimate parent company of the Prudential Group is Prudential plc whose shares are listed on the London, New York, Hong Kong and Singapore stock exchanges. The Manager is a duly approved unit trust management company by the SC since 5 January 2005 and holds a capital markets services licence for fund management and dealing in securities restricted to unit trust funds.

Eastspring Investments companies (excluding joint venture companies) are ultimately wholly-owned/indirect subsidiaries/associate of Prudential plc of the United Kingdom. Eastspring Investments companies (including joint venture companies) and Prudential plc are not affiliated in any manner with Prudential Financial, Inc., a company whose principal place of business is in the United States of America or with the Prudential Assurance Company, a subsidiary of M&G plc (a company incorporated in the United Kingdom).

**30. Amendments to page 40 of the First Prospectus – “The Management And The Administration Of The Fund – Roles, Duties and Responsibilities Of The Manager”**

The information in relation to the 2<sup>nd</sup> paragraph of the cross trade policy and the last paragraph of the roles, duties and responsibilities of the Manager is hereby deleted and replaced with the following:

2<sup>nd</sup> paragraph:

All cross trades will be executed in accordance with the Manager's policy which is in line with the regulatory requirements. Post transactions, all cross trades will be reviewed by the Manager's compliance officer and the committee undertaking the oversight function of the Fund.

Last paragraph:

The Manager has established a risk, compliance and legal department under the supervision of the head of risk, compliance and legal who is responsible for the operational risk, investment risk, legal and compliance functions of the Manager. The head of risk, compliance and legal reports to the board of directors. The internal audit unit of the Prudential Group conducts all internal audit functions.

THIS FOURTH SUPPLEMENTARY PROSPECTUS DATED 30 SEPTEMBER 2022 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017, THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018, THE SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019 AND THE THIRD SUPPLEMENTARY PROSPECTUS DATED 1 AUGUST 2019.

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**31. Amendments to pages 40 - 41 of the First Prospectus – “The Management And The Administration Of The Fund – Board of Directors”**

The information in relation to board of directors is hereby deleted and replaced with the following:

The board of directors oversee the overall management of the Manager. The board of directors meet every quarter or more frequently, when required. Please refer to <https://www.eastspring.com/my/about-us/management> for more information on our board of directors.

**32. Amendments to page 41 of the First Prospectus – “The Management And Administration Of The Fund – Investment Committee”**

The information in relation to the investment committee is hereby deleted.

**33. Amendments to page 41 of the First Prospectus – “The Management And The Administration Of The Fund – Fund Management Function”**

The information in relation to the fund management function is hereby deleted and replaced with the following:

The Manager’s investment team is headed by the head of investments. The head of investments is supported by a team of experienced fund managers who are responsible to manage the Fund.

***Doreen Choo Choy Wan***  
*Head of Investments*

Doreen Choo joined the Manager in August 2018 and is the **designated person responsible for the fund management of the Fund**. She is the head of investments and is responsible for all asset classes and investment performance, as well as the growth and development of our investment offering in Malaysia. With more than 20 years of industry experience, Doreen joins us from CIMB-Principal Asset Management Berhad where she has worked for the past 13 years, initially as an equity fund manager and subsequently as Head of Equities in 2015. Doreen previously worked at PricewaterhouseCoopers (PwC) as Manager, Valuation & Strategy (Corporate Advisory) with a particular focus on equity valuations across industries. Doreen is a Chartered Financial Analyst (CFA) charterholder and holds a Degree of Bachelor of Arts in Economics (First Class Honours) from University Malaya.

**34. Amendments to page 41 of the First Prospectus – “The Management And The Administration Of The Fund”**

The information in relation to the Manager’s delegate –External Investment Manager is hereby inserted as follows:

**Manager’s Delegate – External Investment Manager**

**Background of Eastspring AI-Wara’ Investments Berhad**

Eastspring AI-Wara’ Investments Berhad (“Eastspring AI-Wara’”) was incorporated in June 2009 and is part of the Prudential Group. The ultimate parent company of the Prudential Group is Prudential plc whose shares are listed on the London, New York, Hong Kong and Singapore stock exchanges.

**THIS FOURTH SUPPLEMENTARY PROSPECTUS DATED 30 SEPTEMBER 2022 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017, THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018, THE SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019 AND THE THIRD SUPPLEMENTARY PROSPECTUS DATED 1 AUGUST 2019.**

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Eastspring Al-Wara' business is to manage funds on behalf of institutional client and as at 30 June 2022, it manages more than RM 8.5 billion of Shariah-compliant asset. Eastspring Al-Wara' is also part of the Malaysian International Islamic Financial Centre community, which focuses on supporting the development of the Malaysian Islamic capital market and positioning Malaysia as one of the leading global hubs for Islamic finance.

### **Roles and Duties of the External Investment Manager**

The Manager will be appointing Eastspring Al-Wara' as the external investment manager for the Fund with effect from 1 January 2023. The External Investment Manager is responsible to invest the investments of the Fund in accordance with the Fund's objective and its Deed, and subject to the Act, the Guidelines and any practice notes issued by the SC from time to time, as well as the internal policies and procedures of the Manager. The External Investment Manager reports to the members of committee undertaking the oversight function of the Fund on a regular basis on the status of the portfolio, proposed investment strategy and other matters relating to the portfolio of the Fund.

The External Investment Manager's investment team is headed by the head of investments. The head of investments is supported by a team of experienced fund managers who are responsible to manage the Fund delegated to them.

#### **Tan Ming Han**

*Head of Investments*

Tan Ming Han (Ming Han) joined Eastspring Al-Wara' as head of investments in November 2018. Prior to joining Eastspring Al-Wara', Ming Han was an associate director in Amundi Malaysia Sdn Bhd where he managed regional and domestic equity portfolios for institutional clients from June 2012 to October 2018. Ming Han has past investment experience in the industry including Meridian Asset Management Sdn Bhd, HwangDBS Investment Management and Philip Capital Management where he also managed both local and regional unit trust funds and discretionary mandates. He has long and short equity experience from his working stint as a hedge fund manager in Singapore in 2010. He started his career in corporate finance and brings with him more than 18 years of investment industry experience. Ming Han holds a Bachelor of Commerce degree majoring in Corporate Finance and International Business from the University of Adelaide, Australia.

### **Material Litigation and Arbitration**

As at 30 June 2022, the External Investment Manager is not engaged in any material litigation and arbitration, including those pending or threatened, and is not aware of any facts likely to give rise to any proceedings which might materially affect its business and/or financial position.

### **35. Amendments to page 41 of the First Prospectus – “The Management And The Administration Of The Fund – Other Information”**

The information in relation to the other information is hereby deleted and replaced with the following:

Further information on the Manager, Shariah adviser and External Investment Manager are provided on the Manager's website.



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**36. Amendments to page 44 of the First Prospectus – “The Trustee – Experience In The Trustee Business”**

The information in relation to the experience in the Trustee business is hereby deleted and replaced with the following:

DTMB is part of Deutsche Bank’s Securities Services, which provides trust, custody and related services on a range of securities and financial structures. As at 30 June 2022, DTMB is the trustee for two hundred and twelve (212) collective investment schemes including unit trust funds, wholesale funds, exchange-traded funds and private retirement schemes.

DTMB’s trustee services are supported by Deutsche Bank (Malaysia) Berhad (“DBMB”), a subsidiary of Deutsche Bank, financially and for various functions, including but not limited to financial control and internal audit.

**37. Amendments to page 44 of the First Prospectus – “The Trustee – Trustee’s Disclosure Of Material Litigation”**

The information in relation to the Trustee’s disclosure of material litigation is hereby deleted and replaced with the following:

As at 30 June 2022, the Trustee (a) has not engaged in any material litigation and arbitration, including those pending or threatened, nor (b) is aware of any facts likely to give rise to any proceedings which might materially affect the business/financial position of the Trustee.

**38. Amendments to pages 48 - 50 of the First Prospectus – “The Shariah Adviser”**

The information in relation to the Shariah Adviser is hereby deleted and replaced with the following:

BIMB Securities Sdn Bhd has been appointed as the Shariah adviser for the Fund. BIMB Securities Sdn Bhd 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 Sdn Bhd 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 Sdn Bhd 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 Sdn Bhd 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 Sdn Bhd 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 fund managed and administered by the Manager. As at 30 June 2022, BIMB Securities Sdn Bhd is a corporate Shariah adviser to 84 Islamic funds including one (1) Islamic real estate investment trust.

**ROLES AND RESPONSIBILITIES OF BIMB SECURITIES SDN BHD AS THE SHARIAH ADVISER**

**THIS FOURTH SUPPLEMENTARY PROSPECTUS DATED 30 SEPTEMBER 2022 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017, THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018, THE SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019 AND THE THIRD SUPPLEMENTARY PROSPECTUS DATED 1 AUGUST 2019.**

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As the Shariah adviser for the Fund, the role of BIMB Securities Sdn Bhd is to ensure that the investment operations and processes of the Fund are in compliance with Shariah requirements. BIMB Securities Sdn Bhd 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's guidelines, the roles of BIMB Securities Sdn Bhd as the Shariah adviser are:

1. to provide Shariah expertise and advice on Shariah matters in relation to the Fund including matters relating to documentation (which includes the deed and prospectus), structure, feature, investment instruments and ensure that all aspects of the Fund are in accordance with Shariah requirements as set out in the relevant securities laws and guidelines issued by the SC;
2. to ensure that the Fund complies with the applicable Shariah rulings, principles and concepts endorsed by the SAC of the SC;
3. 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;
4. to prepare a report for inclusion in the semi-annual and annual reports of the Fund stating the Shariah Adviser's opinion whether the Fund has been managed in compliance with Shariah, including Shariah rulings, principles and concepts endorsed by the SAC of the SC;
5. to apply *Ijtihad* (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;
6. to consult the SC where there is ambiguity or uncertainty as to an investment, instrument, system, procedure and/or process; and
7. to meet with the Manager on a semi-annual basis, or when urgently required for review of the Fund's operation and processes.

## **PROFILES OF THE SHARIAH PERSONNEL**

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

Dr. Muhamad Fuad is the designated person in-charge of all Shariah matters in BIMB Securities Sdn Bhd.

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 and is the chairman of the Shariah advisory committee of BIMB Securities Sdn Bhd . He sits on the Shariah committees of Bank Islam Malaysia Berhad, AIA-Public Takaful Berhad and BIMB Investment Management Berhad.

**THIS FOURTH SUPPLEMENTARY PROSPECTUS DATED 30 SEPTEMBER 2022 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017, THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018, THE SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019 AND THE THIRD SUPPLEMENTARY PROSPECTUS DATED 1 AUGUST 2019.**

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He is the non-executive chairman of Gagasan Nadi Cergas Berhad, a board member of Universiti Tun Abd Razak Sdn Bhd (“UniRAZAK”) and Medic IG Holdings Sdn Bhd.

Dr. Muhamad Fuad is a recipient of the National Book Award 2015 for his book published by IKIM entitled “The Influence of Islam Upon Classical Arabic Scientific Writings: An Examination of the Extent of Their Reference to Quran, Hadith and Related Texts”.

**Nurussaádah binti Nasarudin** (“Nurussaádah”)

Nurussaádah joined BIMB Securities Sdn Bhd 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 Sdn Bhd’s Shariah adviser registration, responsible for the Shariah advisory services offered by BIMB Securities Sdn Bhd.

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.

**39. Amendments to pages 54 - 55 of the First Prospectus – “Salient Terms Of The Deed – Permitted Expenses Payable By the Fund”**

The information in relation to items (a), (d), (i), (m) and (r) of permitted expenses payable by the Fund is hereby deleted and replaced with the following:

- (a) commissions or fees paid to brokers or dealers in effecting dealings in the investments of the Fund, shown on the contract notes or confirmation notes;
- (d) fees for the valuation of any Shariah-compliant investment of the Fund;
- (i) costs, fees and expenses incurred in engaging any adviser for the benefit of the Fund;
- (m) remuneration and out of pocket expenses of the person(s) or members of a committee undertaking the oversight function of the Fund, unless the Manager decides otherwise;
- (r) any tax now or hereafter imposed by law or required to be paid in connection with any costs, fees and expenses incurred under sub-paragraphs (a) to (q) above.

**40. Amendments to page 57 of the First Prospectus – “Salient Terms Of The Deed – Termination Of The Fund”**

The information in relation to the procedures and processes for termination of the Fund is hereby inserted as follows:

Procedures and Processes for Termination of the Fund

Upon the termination of the Fund, the Trustee shall:

- (a) sell all the Fund’s assets then remaining in its hands and pay out of the Fund any liabilities of the Fund, such sale and payment shall be carried out and completed in such manner and within such period as the Trustee considers to be in the best interests of the Unit Holders; and

**THIS FOURTH SUPPLEMENTARY PROSPECTUS DATED 30 SEPTEMBER 2022 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017, THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018, THE SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019 AND THE THIRD SUPPLEMENTARY PROSPECTUS DATED 1 AUGUST 2019.**

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- (b) from time to time distribute to the Unit Holders, in proportion to the number of Units held by them respectively:
  - (1) the net cash proceeds available for the purpose of such distribution and derived from the sale of the Fund's assets less any payments for liabilities of the Fund; and
  - (2) any available cash produce,  
provided always that the Trustee shall not be bound, except in the case of final distribution, to distribute any of the moneys for the time being in his hands the amount of which is insufficient for payment to the Unit Holders of Ringgit Malaysia Fifty sen (RM0.50) in respect of each Unit and provided also that the Trustee shall be entitled to retain out of any such moneys in his hands full provision for all costs, charges, taxes, expenses, claims and demands incurred, made or anticipated by the Trustee in connection with or arising out of the winding-up of the Fund and, out of the moneys so retained, to be indemnified against any such costs, charges, taxes, expenses, claims and demands; each of such distribution shall be made only against the production of such evidence as the Trustee may require of the title of the Unit Holder relating to the Units in respect of which the distribution is made.

In the event of the Fund being terminated:

- (a) the Trustee shall be at liberty to call upon the Manager to grant the Trustee, and the Manager shall so grant, a full and complete release from the Deed;
- (b) the Manager shall indemnify the Trustee against any claims arising out of the Trustee's execution of the Deed provided always that such claims have not been caused by any failure on the part of the Trustee to exercise the degree of care and diligence required of a trustee as contemplated by the Deed and all relevant laws;
- (c) the Manager and the Trustee shall notify the relevant authorities in such manner as may be prescribed by any relevant law; and
- (d) the Manager or the Trustee shall notify the Unit Holders in such manner as may be prescribed by any relevant law.

**41. Amendments to page 57 of the First Prospectus – “Salient Terms Of The Deed – Provisions Governing Unit Holders’ Meeting”**

The information in relation to the provisions governing Unit Holders’ meeting is hereby deleted and replaced with the following:

The quorum required for a meeting of Unit Holders shall be five (5) Unit Holders, whether present in person or by proxy; however, if the Fund has five (5) or less Unit Holders, the quorum required for a meeting of 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 has only one (1) remaining Unit Holder, such Unit Holder, whether present in person or by proxy, shall constitute the quorum required for the meeting of the Unit Holders of the Fund

**THIS FOURTH SUPPLEMENTARY PROSPECTUS DATED 30 SEPTEMBER 2022 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017, THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018, THE SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019 AND THE THIRD SUPPLEMENTARY PROSPECTUS DATED 1 AUGUST 2019.**

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**42. Amendments to page 58 of the First Prospectus – “Salient Terms Of The Deed – Suspension Of Dealing In Units”**

The information in relation to the suspension of dealing in Units is hereby deleted and replaced with the following:

The Manager may, in consultation with the Trustee and having considered the interests of the Unit Holders, suspend the sale and/or redemption of Units due to exceptional circumstances where the market value or fair value of a material portion of the Fund’s asset cannot be determined. In such cases, where there is good and sufficient reason to do so. Where such suspension is triggered, the Manager shall notify all Unit Holders in a timely and appropriate manner of its decision to suspend the sale and/or redemption of Units.

**43. Amendments to pages 62 - 63 of the First Prospectus – “Related Party Transactions And Conflict Of Interest”**

- (i) The information in relation to the 4<sup>th</sup> paragraph of the related party transaction and conflict of interests is hereby deleted and replace with the following:

In making an investment transaction for the Fund, the Manager is obliged not to make improper use of its position in managing the Fund to gain, directly or indirectly, any advantage for the Manager or for any other person or to cause detriment to your interests. If the interests of the directors or the members of a committee undertaking the oversight function of the Fund conflict with the interests of the Fund, they will not be allowed to participate in the decision-making process in respect of the matter. Additionally, the Manager’s directors, members of a committee undertaking the oversight function of the Fund and employees have to disclose their personal dealings to the compliance unit, which monitors such dealings.

- (ii) The information in relation to the 5<sup>th</sup> paragraph of the related party transactions and conflict of interest is hereby deleted.
- (iii) The information in relation to Deutsche Trustees Malaysia Berhad is hereby deleted and replaced with following:

As the trustee for the Fund and the Manager’s delegate for the fund accounting and valuation services (where applicable), there may be related party transactions involving or in connection with the Fund within the following events:

- 1) Where the Fund invests in the products offered by Deutsche Bank AG and any of its group companies (e.g. money market placement, etc.);
- 2) Where the Fund has obtained financing from Deutsche Bank AG and any of its group companies, as permitted under the SC’s guidelines and other applicable laws;
- 3) Where the Manager appoints DTMB to perform its back office functions (e.g. fund accounting and valuation); and
- 4) Where DTMB has delegated its custodian functions for the Fund to Deutsche Bank (Malaysia) Berhad.

**THIS FOURTH SUPPLEMENTARY PROSPECTUS DATED 30 SEPTEMBER 2022 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017, THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018, THE SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019 AND THE THIRD SUPPLEMENTARY PROSPECTUS DATED 1 AUGUST 2019.**

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DTMB will rely on the Manager to ensure that any related party transactions, dealings, investments and appointments are on terms which are the best that are reasonably available for or to the Fund and are on an arm's length basis as if between independent parties.

While DTMB has internal policies intended to prevent or manage conflicts of interests, no assurance is given that their application will necessarily prevent or mitigate conflicts of interests. The Trustee's commitment to act in the best interests of the Unit Holders of the Fund does not preclude the possibility of related party transactions or conflicts.

**44. Amendments to pages 66 – 70 of the First Prospectus – “Taxation Adviser’s Letter On Taxation Of The Fund And Unit Holders”**

The information in relation to the taxation adviser’s letter on taxation of the Fund and Unit Holders is hereby deleted and replaced with the following:

**TAXATION ADVISER’S LETTER  
ON TAXATION OF THE FUND AND UNIT HOLDERS  
(Prepared for inclusion in this Fourth Supplementary Prospectus)**

**PricewaterhouseCoopers Taxation Services Sdn Bhd**

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

**The Board of Directors**

Eastspring Investments Berhad  
Level 22, Menara Prudential  
Persiaran TRX Barat  
55188 Tun Razak Exchange  
Kuala Lumpur

24 August 2022

**TAXATION OF THE FUND AND UNIT HOLDERS**

Dear Sirs,

This letter has been prepared for inclusion in the Fourth Supplementary Prospectus in connection with the Eastspring Investments Islamic Small-cap Fund (“the Fund”).

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

**THIS FOURTH SUPPLEMENTARY PROSPECTUS DATED 30 SEPTEMBER 2022 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017, THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018, THE SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019 AND THE THIRD SUPPLEMENTARY PROSPECTUS DATED 1 AUGUST 2019.**

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## **TAXATION OF THE FUND**

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

### **(1) Domestic Investments**

#### **(i) General Taxation**

Subject to certain exemptions, the income of the Fund consisting of dividends, interest or profit<sup>1</sup> (other than interest or profit<sup>1</sup> which is exempt from tax) and other investment income derived from or accruing in Malaysia, after deducting tax allowable expenses, is liable to Malaysian income tax at the rate of 24 percent.

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

#### **(ii) Dividends and Other Exempt Income**

Effective 1 January 2014, all companies would adopt the single-tier system. Hence dividends received would be exempted from tax and the deductibility of expenses incurred against such dividend income would be disregarded. There will no longer be any tax refunds available for single-tier dividends received. Dividends received from companies under the single-tier system would be exempted.

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

Interest or profit<sup>1</sup> or discount income derived from the following investments is exempt from tax:

- (a) Securities or bonds issued or guaranteed by the government of Malaysia;
- (b) Debentures<sup>2</sup> or sukuk, other than convertible loan stocks, approved or authorised by, or lodged with, the Securities Commission Malaysia; and
- (c) Bon Simpanan Malaysia issued by Bank Negara Malaysia.

Interest or profit<sup>1</sup> derived from the following investments is exempt from tax:

- (a) Interest or profit<sup>1</sup> paid or credited by any bank or financial institution licensed under the Financial Services Act 2013 and Islamic Financial Services Act 2013;
- (b) Interest or profit<sup>1</sup> paid or credited by any development financial institution regulated under the Development Financial Institutions Act 2002;

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

The effect of this is that any gains or profits received and expenses incurred, in lieu of interest, in transactions conducted in accordance with the principles of Shariah, will be accorded the same tax treatment as if they were interest.

<sup>2</sup> Structured products approved by the Securities Commission Malaysia are deemed to be "debenture" under the Capital Markets and Services Act, 2007 and fall within the scope of exemption.

**THIS FOURTH SUPPLEMENTARY PROSPECTUS DATED 30 SEPTEMBER 2022 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017, THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018, THE SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019 AND THE THIRD SUPPLEMENTARY PROSPECTUS DATED 1 AUGUST 2019.**

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- (c) Bonds, other than convertible loan stocks, paid or credited by any company listed in Bursa Malaysia Securities Berhad ACE Market; and
- (d) Interest or profit<sup>1</sup> paid or credited by Malaysia Building Society Berhad<sup>3</sup>.

The interest or profit<sup>1</sup> or discount income exempted from tax at the Fund level will also be exempted from tax upon distribution to the Unit Holders.

Exception: -

- i. Wholesale money market fund  
With effect from 1 January 2019, the exemption shall not apply to interest or profit<sup>1</sup> paid or credited to a unit trust that is a wholesale money market fund.
- ii. Retail money market fund ("RMMF")

Based on the Finance Act 2021, the interest income or profit<sup>1</sup> of a RMMF will remain tax exempted under Paragraph 35A, Schedule 6 of the Act. However, resident and non-resident Unit Holders (other than individual Unit Holders), who receive income distributed from interest or profit<sup>1</sup> income of the RMMF which are exempted under Paragraph 35A of Schedule 6, will be subject to withholding tax ("WHT") at the rate of 24 percent. This new WHT was effective from 1 January 2022 onwards.

The WHT is to be withheld and remitted by the RMMF to the tax authorities within 30 days upon distribution of the income to the Unit Holders.

## **(2) Foreign Investments**

With effect from 1 January 2022, the exemption of foreign-sourced income received in Malaysia is only applicable to a person who is a non-resident.

The Ministry of Finance subsequently announced on 30 December 2021 that subject to conditions, which will be set out in guidelines to be issued by the Inland Revenue Board ("IRB"), the following foreign-sourced income received from 1 January 2022 to 31 December 2026 (5 years) will continue to be exempted from Malaysian income tax:

- Dividend income received by resident companies and limited liability partnerships.
- All classes of income received by resident individuals, except for resident individuals which carry on business through a partnership.

Based on clarifications from the IRB, foreign-sourced income (e.g. dividends, interest, etc.) of a resident Fund which is received in Malaysia will be subject to tax. There will be a transitional period from 1 January 2022 to 30 June 2022 where foreign-sourced income remitted to Malaysia will be taxed at the rate of 3% on gross income. From 1 July 2022 onwards, any foreign-sourced income remitted to Malaysia will be subject to Malaysian income tax at the rate of 24% for a resident Fund.

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<sup>3</sup> Exemption granted through letters from Ministry of Finance Malaysia dated 11 June 2015 and 16 June 2015 and it is with effect YA 2015.



**THIS FOURTH SUPPLEMENTARY PROSPECTUS DATED 30 SEPTEMBER 2022 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017, THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018, THE SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019 AND THE THIRD SUPPLEMENTARY PROSPECTUS DATED 1 AUGUST 2019.**

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Such income from foreign investments may be subject to taxes or withholding taxes in the specific foreign country. Subject to meeting the relevant prescribed requirements, the Fund in Malaysia is entitled for double taxation relief on any foreign tax suffered on the income in respect of overseas investment.

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

The foreign income subjected to Malaysian tax at the Fund level will also be taxable upon distribution to the Unit Holders. However, the income distribution from the Fund will carry a tax credit in respect of the Malaysian tax paid by the Fund. Unit Holders will be entitled to utilise the tax credit against the tax payable on the income distribution received by them.

### **(3) Hedging Instruments**

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

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

### **(4) Income from Malaysia Real Estate Investment Trusts (“REITs”)**

Income from distribution from REITs listed on Bursa Malaysia will be received net of final withholding tax of 10 per cent<sup>4</sup>. No further tax will be payable by the Fund on the distribution. Distribution from such income by the Fund will also not be subject to further tax in the hands of the Unit Holders.\

### **(5) Tax Deductible Expenses**

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

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<sup>4</sup> Pursuant to the Finance Act 2019 which was gazette on 31 December 2019, the tax treatment on distribution from REITs applicable to foreign institutional investors and non-corporate investors (including resident and non-resident individuals), i.e. subject to final withholding tax at 10% rate is extended for a period of 6 years, i.e. from year of assessment 2020 to year of assessment 2025.

**THIS FOURTH SUPPLEMENTARY PROSPECTUS DATED 30 SEPTEMBER 2022 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017, THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018, THE SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019 AND THE THIRD SUPPLEMENTARY PROSPECTUS DATED 1 AUGUST 2019.**

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

With effect from 1 January 2019, any gains on disposal of real properties or shares in real property companies<sup>5</sup> would be subject to RPGT as follows:-

<b>Disposal time frame</b>	<b>RPGT rates (Companies incorporated in Malaysia and Trustee of a trust)</b>
Within 3 years	30%
In the 4 <sup>th</sup> year	20%
In the 5 <sup>th</sup> year	15%
In the 6 <sup>th</sup> year and subsequent years	10%

#### **(7) Sales and Service Tax (“SST”)**

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

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

In general, the Fund, being a collective investment vehicle, will not be caught under the service tax regime.

Certain brokerage, professional, consultancy or management services obtained by the Fund may be subject to service tax at 6 percent. However, fund management services and trust services are excluded from service tax. With effect from 1 January 2019, service tax will apply to any taxable service that is acquired by any business in Malaysia from a non-Malaysian service provider. In this connection, the Fund, being non-taxable person who acquire imported taxable services (if any) will need to declare its imported taxable services through the submission of prescribed declaration, i.e., Form SST-02A to the Royal Malaysian Customs Department (“RMCD”).

With effect from 1 January 2020, service tax on digital services was implemented at the rate of 6 percent. Under the service tax on digital services, foreign service providers selling digital services to Malaysian consumers are required to register for and charge service tax. Digital services are defined as services which are delivered or subscribed over the internet or other electronic network, cannot be delivered without the use of IT and the delivery of the service is substantially automated.

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

**THIS FOURTH SUPPLEMENTARY PROSPECTUS DATED 30 SEPTEMBER 2022 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017, THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018, THE SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019 AND THE THIRD SUPPLEMENTARY PROSPECTUS DATED 1 AUGUST 2019.**

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Furthermore, the provision of digital services has also been prescribed as a taxable service when provided by a local service provider with effect from 1 January 2020. Hence, where the Fund obtains any of the prescribed digital services, those services may be subject to service tax at 6 percent.

## **TAXATION OF UNIT HOLDERS**

Unit Holders will be taxed on an amount equivalent to their share of the total taxable income of the Fund to the extent of the distributions received from the Fund. The income distribution from the Fund will carry a tax credit in respect of the tax paid by the Fund. Unit Holders will be entitled to utilise the tax credit against the tax payable on the income distribution received by them. Generally, no additional withholding tax will be imposed on the income distribution from the Fund; unless the Fund is an RMMF, in which case there is a WHT on distribution from interest income of a RMMF which are exempted under Paragraph 35A of Schedule 6 and distributed to non-individual unitholders.

Non-resident Unit Holders may also be subject to tax in their respective jurisdictions. Depending on the provisions of the relevant country's tax legislation and any double tax treaty with Malaysia, the Malaysian tax suffered may be creditable against the relevant foreign tax. Corporate Unit Holders, resident<sup>6</sup> and non-resident, will generally be liable to income tax at 24 percent<sup>7</sup> on distribution of income received from the Fund. The tax credits attributable to the distribution of income can be utilised against the tax liabilities of these Unit Holders.

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

The distribution of exempt income and gains arising from the disposal of investments by the Fund will be exempted from tax in the hands of the Unit Holders.

Based on the Finance Act 2021, in respect of distribution from a RMMF, resident and non-resident corporate Unit Holders (other than individual Unit Holders), who receive income distributed from

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<sup>6</sup> Resident companies with paid up capital in respect of ordinary shares of RM2.5 million and below and having an annual sale of not more than RM50 million will pay tax at 17% for the first RM600,000 of chargeable income with the balance taxed at 24% with effect from YA 2020.

With effect from YA 2009, the above shall not apply if more than –

- 50% of the paid up capital in respect of ordinary shares of the company is directly or indirectly owned by a related company;
- 50% of the paid up capital in respect of ordinary shares of the related company is directly or indirectly owned by the first mentioned company;
- 50% of the paid up capital in respect of ordinary shares of the first mentioned company and the related company is directly or indirectly owned by another company.

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

<sup>7</sup> Pursuant to Finance Act 2021, the income tax rate for a company (other than Micro, Small and Medium Enterprises) will be increased to 33% if a company has chargeable income exceeding RM100,000,000 in YA 2022.

**THIS FOURTH SUPPLEMENTARY PROSPECTUS DATED 30 SEPTEMBER 2022 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017, THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018, THE SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019 AND THE THIRD SUPPLEMENTARY PROSPECTUS DATED 1 AUGUST 2019.**

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interest or profit<sup>1</sup> income of the RMMF which are exempted under Paragraph 35A of Schedule 6, will be subject to WHT at the rate of 24%, effective from 1 January 2022.

For resident corporate Unit Holders, the WHT is not a final tax. The resident corporate Unit Holders will need to subject the income distributed from interest or profit<sup>1</sup> income of a RMMF which are exempted under Paragraph 35A of Schedule 6 to tax in its income tax returns and the attached tax credit i.e., the 24% WHT suffered will be available for set-off against the tax chargeable on the resident corporate Unit Holders.

For non-resident Corporate Unit Holders, the 24% WHT on income distributed from interest or profit<sup>1</sup> income of a RMMF which are exempted under Paragraph 35A of Schedule 6, is a final tax.

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

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

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

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

Yours faithfully,  
for and on behalf of

**PRICEWATERHOUSECOOPERS TAXATION SERVICES SDN BHD**

Lim Phaik Hoon  
Partner

PricewaterhouseCoopers Taxation Services Sdn Bhd have given their written consent to the inclusion of their report as taxation adviser in the form and context in which they appear in this Fourth Supplementary Prospectus and have not, before the date of issue of the Fourth Supplementary Prospectus, withdrawn such consent.

**THIS FOURTH SUPPLEMENTARY PROSPECTUS DATED 30 SEPTEMBER 2022 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017, THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018, THE SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019 AND THE THIRD SUPPLEMENTARY PROSPECTUS DATED 1 AUGUST 2019.**

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**45. Amendments to page 72 of the First Prospectus – “Additional Information”**

- (i) The information in relation to consent from person(s) for the inclusion of their names and statements/tax adviser’s letter in the prospectus is hereby inserted as follows :

**CONSENT**

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

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

- (ii) The information in relation to item 1 of the lodging a complaint is hereby deleted and replaced with the following:

1. To lodge a complaint or for an internal dispute resolution, you can contact our client services personnel:

- (a) via phone to : 603-2778 1000
- (b) via email to : cs.my@eastspring.com
- (c) via letter to : Eastspring Investments Berhad  
Level 22, Menara Prudential  
Persiaran TRX Barat  
55188 Tun Razak Exchange  
Kuala Lumpur

**46. Amendments to page 82 of the First Prospectus – “Directory Of Sales Office”**

- (i) The information in relation to the head office is hereby deleted and replaced with the following:

HEAD OFFICE  
Eastspring Investments Berhad  
Level 22, Menara Prudential  
Persiaran TRX Barat  
55188 Tun Razak Exchange  
Kuala Lumpur  
General tel: 603-2778 3888  
General fax: 603-2789 7220  
Client services tel: 603-2778 1000  
Email: cs.my@eastspring.com  
Website: [www.eastspring.com/my](http://www.eastspring.com/my)

- (ii) The information in relation to the sales office in Sabah is hereby deleted and replaced with the following:

**SABAH**

Eastspring Investments Berhad  
Suite E3, 9th Floor, CPS Tower

**THIS FOURTH SUPPLEMENTARY PROSPECTUS DATED 30 SEPTEMBER 2022 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017, THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018, THE SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019 AND THE THIRD SUPPLEMENTARY PROSPECTUS DATED 1 AUGUST 2019.**

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Centre Point Sabah  
No. 1, Jalan Centre Point  
88000 Kota Kinabalu  
Sabah

Tel : 6088-238 613  
Fax: 6088-232 136

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## THIRD SUPPLEMENTARY PROSPECTUS OF EASTSPRING INVESTMENTS ISLAMIC SMALL-CAP FUND

This Third Supplementary Prospectus of Eastspring Investments Islamic Small-cap Fund dated 1 August 2019 ("Third Supplementary Prospectus") must be read together with the First Prospectus of Eastspring Investments Islamic Small-cap Fund dated 25 May 2017 ("First Prospectus"), the First Supplementary Prospectus of Eastspring Investments Islamic Small-cap Fund dated 31 October 2018 ("First Supplementary Prospectus") and the Second Supplementary Prospectus of Eastspring Investments Islamic Small-cap Fund dated 2 January 2019 ("Second Supplementary Prospectus").

The Eastspring Investments Islamic Small-cap Fund ("Fund") was constituted on 25 May 2017.

The Securities Commission Malaysia has authorised the Fund, and a copy of this Third Supplementary Prospectus dated 1 August 2019, the First Prospectus dated 25 May 2017, the First Supplementary Prospectus dated 31 October 2018 and the Second Supplementary Prospectus dated 2 January 2019 (collectively, the "Prospectuses") have been registered with the Securities Commission Malaysia, who takes no responsibility for their contents. The authorisation of the Fund, and registration of this Third Supplementary Prospectus, should not be taken to indicate that the Securities Commission Malaysia recommends the Fund or assumes responsibility for the correctness of any statement made, opinions expressed or reports contained in the Prospectuses.

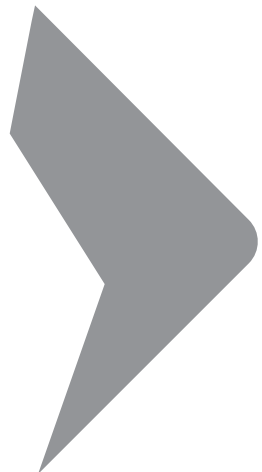
### MANAGER

Eastspring Investments Berhad  
(531241-U)

### TRUSTEE

Deutsche Trustees Malaysia Berhad  
(763590-H)

**INVESTORS ARE ADVISED TO READ AND UNDERSTAND  
THE CONTENTS OF THIS THIRD SUPPLEMENTARY PROSPECTUS  
DATED 1 AUGUST 2019, THE FIRST PROSPECTUS DATED 25 MAY 2017,  
THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018  
AND THE SECOND SUPPLEMENTARY PROSPECTUS DATED  
2 JANUARY 2019. IF IN DOUBT, PLEASE CONSULT  
A PROFESSIONAL ADVISER.**



**THIS THIRD SUPPLEMENTARY PROSPECTUS DATED 1 AUGUST 2019 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017, THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018 AND THE SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019.**

## RESPONSIBILITY STATEMENT

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

## STATEMENTS OF DISCLAIMER

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

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

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

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

## ADDITIONAL STATEMENTS

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

Eastspring Investments Islamic Small-cap Fund has been certified as Shariah-compliant by the Shariah Adviser appointed for the Fund.



**THIS THIRD SUPPLEMENTARY PROSPECTUS DATED 1 AUGUST 2019 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017, THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018 AND THE SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019.**

**Unless otherwise provided in this Third Supplementary Prospectus, all the capitalised terms used herein shall have the same meanings ascribed to them in the First Prospectus, First Supplementary Prospectus and Second Supplementary Prospectus (collectively known as "Prospectus").**

This Third Supplementary Prospectus is issued to inform investors that:

- ▶ The Manager has relocated to its new business office, and hence the new business office address and the contact details have been amended to reflect the changes.
- ▶ The Manager has changed its corporate website address, and hence the new corporate website address has been amended to reflect the changes.
- ▶ The list of documents required when purchasing Units of the Fund has been updated.
- ▶ The information in relation to the 4<sup>th</sup> paragraph of purchase application and acceptance under "Transaction Information" has been amended.
- ▶ The information in relation to the 4<sup>th</sup> paragraph of how to pay for an investment under "Transaction Information" has been amended.
- ▶ The information in relation to the 6<sup>th</sup> and last paragraphs of how to redeem units under "Transaction Information" have been amended.
- ▶ The information in relation to the 3<sup>rd</sup> paragraph of transfer of units under "Transaction Information" has been amended.
- ▶ The information in relation to how to keep track of your investment under "Transaction Information" has been amended.
- ▶ The information in relation to item 2 of the avenue for advice under "Transaction Information" has been amended.
- ▶ The information in relation to the 1<sup>st</sup> and 2<sup>nd</sup> paragraphs of the minimum switched out (units) under "Transaction Information" has been amended.
- ▶ Julian Christopher Vivian Pull has resigned as the chairman of the board of directors of Eastspring Investments Berhad with effect from 28 February 2019 and Bernard Teo Thye Peng has been appointed as the chairman of the board of directors of Eastspring Investments Berhad with effect from 28 February 2019.
- ▶ Khoo Chuan Keat has ceased to be a director of Eastspring Investments Berhad with effect on 20 February 2019.
- ▶ Caroline Frances Johnston has resigned as a director of the board of directors of Eastspring Investments Berhad with effect from 14 May 2019.
- ▶ The information in relation to the roles and functions of the investment committee under "Investment Committee" has been amended.

**THIS THIRD SUPPLEMENTARY PROSPECTUS DATED 1 AUGUST 2019 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017, THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018 AND THE SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019.**

- ▶ With the above changes in the board of directors of Eastspring Investments Berhad, Eastspring Investment Berhad only has one independent director, while the requirement under clause 3.03 of the Guidelines is to have at least 2 independent directors. Eastspring Investments Berhad has obtained the approval from the SC for extension of time to comply with clause 3.03 of the Guidelines until 31 August 2019 or until a new independent director is appointed, whichever is earlier. Eastspring Investments Berhad is in the midst of appointing another independent director to fulfil the requirement. Upon the appointment of the new independent director, existing Unit Holders will be informed via interim or annual reports issued to them, while at the same time a supplementary prospectus will be issued to reflect the changes.

**THIS THIRD SUPPLEMENTARY PROSPECTUS DATED 1 AUGUST 2019 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017, THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018 AND THE SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019.**

**1. Amendments to page 6 of the First Prospectus – “Corporate Directory”**

The corporate directory of the Manager is hereby deleted and replaced with the following:

**MANAGER**

NAME	EASTSPRING INVESTMENTS BERHAD
COMPANY NO.	531241-U
REGISTERED OFFICE	Level 25, Menara Hong Leong No. 6, Jalan Damanlela Bukit Damansara 50490 Kuala Lumpur
BUSINESS OFFICE	Level 22, Menara Prudential Persiaran TRX Barat 55188 Tun Razak Exchange Kuala Lumpur
TELEPHONE NO.	603-2778 3888
FAX NO.	603-2789 7220
EMAIL	cs.my@eastspring.com
WEBSITE	www.eastspring.com/my

**2. Amendments to page 18 of the First Prospectus – “Fund Information – Valuation Of The Fund – Valuation Point”**

The information in relation to the 2<sup>nd</sup> paragraph of the valuation point is hereby deleted and replaced with the following:

As the Fund invests in local market, the valuation of the Fund is conducted at the close of Bursa Malaysia on the same Business Day. If application for sale or redemption is received by the Manager on or before the cut-off time of 4.00 p.m. on any Business Day, say, Tuesday, the Unit pricing for Tuesday shall apply and will be calculated on Tuesday (if Tuesday is a Business Day). The Unit pricing for Tuesday will be published on Wednesday (T+1).

You may contact the Manager directly or visit the Manager’s website, [www.eastspring.com/my](http://www.eastspring.com/my) to obtain the latest NAV per Unit of the Fund.

**THIS THIRD SUPPLEMENTARY PROSPECTUS DATED 1 AUGUST 2019 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017, THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018 AND THE SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019.**

### 3. Amendments to pages 28 - 29 of the First Prospectus – “Transaction Information – How To Purchase Units”

The information in relation to how to purchase units is hereby deleted and replaced with the following:

When purchasing Units of the Fund, investor must forward the following completed documents\* to the Manager:

Individual	Non-individual	
<ul style="list-style-type: none"> <li>▶ Master account opening form</li> </ul>	<ul style="list-style-type: none"> <li>▶ Master account opening form</li> </ul>	<ul style="list-style-type: none"> <li>▶ Certified true copy of form 49 / notification of change in the register of directors, managers and secretaries under section 58 of the Companies Act 2016</li> </ul>
<ul style="list-style-type: none"> <li>▶ Transaction form</li> </ul>	<ul style="list-style-type: none"> <li>▶ Transaction form</li> </ul>	<ul style="list-style-type: none"> <li>▶ Certified true copy of the constitution (if any)</li> </ul>
<ul style="list-style-type: none"> <li>▶ Proof of payment which is acceptable by the Manager</li> </ul>	<ul style="list-style-type: none"> <li>▶ Proof of payment which is acceptable by the Manager</li> </ul>	<ul style="list-style-type: none"> <li>▶ Certified true copy of the certificate of incorporation</li> </ul>
<ul style="list-style-type: none"> <li>▶ Suitability assessment form</li> </ul>	<ul style="list-style-type: none"> <li>▶ Suitability assessment form</li> </ul>	<ul style="list-style-type: none"> <li>▶ Certified true copy of form 13 / application for change of name under section 28 of the Companies Act 2016 (if applicable)</li> </ul>
<ul style="list-style-type: none"> <li>▶ Certified true copy of identity card, passport or other identification</li> </ul>	<ul style="list-style-type: none"> <li>▶ Certified true copy of board resolution</li> </ul>	<ul style="list-style-type: none"> <li>▶ Certified true copy of form 44 / notification of change in the registered address under section 46 of the Companies Act 2016 (if applicable)</li> </ul>
	<ul style="list-style-type: none"> <li>▶ Certified true copy of latest annual return</li> </ul>	<ul style="list-style-type: none"> <li>▶ Personal data protection notice form for directors and authorised representatives</li> </ul>
	<ul style="list-style-type: none"> <li>▶ Certified true copy of corporate structure (where applicable)</li> </ul>	<ul style="list-style-type: none"> <li>▶ Foreign Account Tax Compliance Act (“FATCA”) and Common Reporting Standards (“CRS”) Self Certification Form – Controlling Person</li> </ul>
	<ul style="list-style-type: none"> <li>▶ Certified true copy of identity card or passport of directors and authorised representatives</li> </ul>	
	<ul style="list-style-type: none"> <li>▶ Certified true copy of form 24 / return of allotment of shares under section 78 of the Companies Act 2016 (not required for a public listed company or an entity licensed by the SC, BNM or LOFSA)</li> </ul>	

\* The documents listed may be subject to changes from time to time.

**THIS THIRD SUPPLEMENTARY PROSPECTUS DATED 1 AUGUST 2019 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017, THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018 AND THE SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019.**

A Unit Holder may be required to forward to the Manager additional documents to authenticate his identification when transacting Units of the Fund. The Manager reserves the right to reject any application without providing any reason.

The Manager allows a Unit Holder the convenience of maintaining all his investments in ONE single master account regardless of the number of funds in which you invest with the Manager.

**4. Amendments to page 29 of the First Prospectus – “Transaction Information – Purchase Application and Acceptance”**

The information in relation to the 4<sup>th</sup> paragraph of the purchase application and acceptance is hereby deleted and replaced with the following:

Upon confirming your purchase of Units, you will receive a confirmation advice.

**5. Amendments to page 29 of the First Prospectus – “Transaction Information – How To Pay For An Investment”**

The information in relation to the 4<sup>th</sup> paragraph of how to pay for an investment is hereby deleted and replaced with the following:

The Manager will not accept any cash payment, cash payment through Automated Teller Machine (“ATM”), or third-party payment (i.e. payment made via an account that is not under the name of the Unit Holder).

All fees, charges and expenses incurred or to be incurred for payment shall be borne by Unit Holder.

**6. Amendments to pages 30 – 31 of the First Prospectus – “Transaction Information – How To Redeem Units”**

The information in relation to the 6<sup>th</sup> and last paragraphs of how to redeem units is hereby deleted and replaced with the following:

**6<sup>th</sup> paragraph:**

Any correspondence will ONLY be sent to you at the correspondence address and/or email address (for correspondence only) that is registered by the Manager as provided by you in your application form.

**Last paragraph:**

The Manager shall pay you the redemption proceeds within ten (10) calendar days from the date the Units are redeemed via e-payment according to your bank account details as stated in the form from the date the Manager receives the duly completed transaction form. If you redeem immediately after the purchase of Units, the Manager shall have the right

**THIS THIRD SUPPLEMENTARY PROSPECTUS DATED 1 AUGUST 2019 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017, THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018 AND THE SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019.**

to withhold the redemption application until sufficient time has elapsed to ensure that the amount remitted by you (for purchase of Units) is realised and credited to the Manager's principal bank account.

**7. Amendments to page 33 of the First Prospectus – “Transaction Information – Transfer of Units”**

The information in relation to the 3<sup>rd</sup> paragraph of the transfer of units is hereby deleted and replaced with the following:

Transfer application should be made before the cut-off time of 4.00 p.m. on any Business Day. The cut-off time will be determined based on the stamped time and date made at the Manager's head office.

**8. Amendments to pages 33 – 34 of the First Prospectus – “Transaction Information – How To Keep Track Of Your Investment”**

The information in relation to how to keep track of your investment is hereby deleted and replaced with the following:

A Unit Holder will receive annual and interim reports of the Fund from the Manager within two (2) months from the Fund's annual financial year end and semi-annual financial year end, respectively. Both the reports will disclose the performance and investment updates of the Fund.

A Unit Holder can obtain the Manager's latest information, products and services, and market outlook at the Manager's website, [www.eastspring.com/my](http://www.eastspring.com/my). A Unit Holder can register for a “myEastspring” account at [www.myeastspring.com.my](http://www.myeastspring.com.my) to view his account balance, transaction details and generate the latest statement of account.

A Unit Holder can also review and track the performance of their Units by checking the Unit prices published every Business Day on the Manager's website, [www.eastspring.com/my](http://www.eastspring.com/my).

A Unit Holder can always contact the Manager's client services personnel to assist in the following:

- (1) enquiry on latest Unit price and account balance;
- (2) any transaction related enquiries, for example switching, top up investment, transfer;
- (3) request to change personal details, for example address, telephone no;
- (4) request for confirmation advices on purchase and other transactions related to your Unit holdings, half yearly statements and copy of annual and/or interim reports; and
- (5) other queries regarding the Fund's performance.

A Unit Holder may communicate with Manager via:

- ▶ Client services tel: 603-2778 1000
- ▶ Client services fax: 603-2789 7225
- ▶ Email: [cs.my@eastspring.com](mailto:cs.my@eastspring.com)

**THIS THIRD SUPPLEMENTARY PROSPECTUS DATED 1 AUGUST 2019 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017, THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018 AND THE SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019.**

**9. Amendments to page 34 of the First Prospectus – “Transaction Information – Avenue For Advice”**

The information in relation to item 2 of the avenue for advice is hereby deleted and replaced with the following:

- ▶ contact any of the Manager’s client services at 603-2778 1000 for advice in relation to the Fund; or

**10. Amendments to page 36 of the First Prospectus – “Transaction Information – Transaction Details – Minimum Switched Out (Units)”**

The information in relation to the 1<sup>st</sup> and 2<sup>nd</sup> paragraphs of the minimum switched out (units) is hereby deleted and replaced with the following:

**1<sup>st</sup> paragraph:**

There is no limit on the frequency of switching; however, there is a minimum number of 1,000 Units to be switched. The Manager may at its sole discretion disallow switching into any fund which is managed by the Manager from time to time.

**2<sup>nd</sup> paragraph:**

After a switching application is made, Units in a Unit Holder’s account for both the Fund and the fund to be switched into should maintain the minimum holding of Units.

- ▶ If the Units in the Unit Holder’s account for the Fund are less than the minimum holding of Units after a switching application is made, all Units that the Unit Holder holds in the Fund will be switched automatically.
- ▶ If the Units in the Unit Holder’s account for the fund to be switched into are less than the minimum holdings of Units after a switching application is made, the Manager may at its sole discretion disallow switching.

**11. Amendments to pages 40 – 41 of the First Prospectus – “The Management And The Administration Of The Fund – Board Of Directors”**

- (i) The information in relation to Julian Christopher Vivian Pull is hereby deleted.
- (ii) The information in relation to Khoo Chuan Keat is hereby deleted.
- (iii) The information in relation to Bernard Teo Thye Peng is hereby inserted as follows:

**Bernard Teo Thye Peng**

*Chairman, non-independent, non-executive director*

- (iv) The information in relation to Caroline Frances Johnston is hereby deleted.

**THIS THIRD SUPPLEMENTARY PROSPECTUS DATED 1 AUGUST 2019 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017, THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018 AND THE SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019.**

**12. Amendments to page 41 of the First Prospectus – “The Management And The Administration Of The Fund – Investment Committee”**

The information in relation to the roles and functions of the investment committee is hereby deleted and replaced with the following:

The investment committee is responsible for monitoring the investment management policies of the Fund in accordance with the objectives of the Fund and the provisions of the Deed.

**13. Amendments to page 60 of the First Prospectus – “Approvals and Conditions”**

We have inserted the below paragraph in the approvals and conditions section as follows:

The Manager has obtained the approval from the SC for extension of time to comply with clause 3.03 of the Guidelines on 11 March 2019.

Clause 3.03 of the Guidelines specifies that the board of directors of a management company must comprise at least two independent members, while maintaining a minimum ratio of at least one-third independent members at all times. The independent directors of a management company must, in addition to their duties and responsibilities as directors, represent and safeguard the interest of unit holders.

The SC has granted the Manager approval on extension of time to appoint a new independent director until 31 August 2019 or until a new independent director is appointed, whichever is earlier subject to the condition that the Manager is to submit a three (3)-month status update report to the SC.



THIS THIRD SUPPLEMENTARY PROSPECTUS DATED 1 AUGUST 2019 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017, THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018 AND THE SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019.

#### 14. Amendments to page 72 of the First Prospectus – “Additional Information – Lodging A Complaint”

The information in relation to item 1 of the lodging a complaint is hereby deleted and replaced with the following:

- (1) To lodge a complaint or for an internal dispute resolution, you can contact our client services personnel:

(a) via phone to	:	603-2778 1000
(b) via fax to	:	603-2789 7225
(c) via email to	:	cs.my@eastspring.com
(d) via letter to	:	Eastspring Investments Berhad Level 22, Menara Prudential Persiaran TRX Barat 55188 Tun Razak Exchange Kuala Lumpur

#### 15. Amendments to page 82 of the First Prospectus – “Directory Of Sales Office – Head Office”

The information in relation to the head office is hereby deleted and replaced with the following:

##### HEAD OFFICE

Eastspring Investments Berhad  
Level 22, Menara Prudential  
Persiaran TRX Barat  
55188 Tun Razak Exchange  
Kuala Lumpur

**General tel:** 603-2778 3888

**General fax:** 603-2789 7220

**Client services tel:** 603-2778 1000

**Client services fax:** 603-2789 7225

**Email:** cs.my@eastspring.com

**Website:** www.eastspring.com/my

## SECOND SUPPLEMENTARY PROSPECTUS OF EASTSPRING INVESTMENTS ISLAMIC SMALL-CAP FUND

This Second Supplementary Prospectus of Eastspring Investments Islamic Small-cap Fund dated 2 January 2019 ("Second Supplementary Prospectus") must be read together with the First Prospectus of Eastspring Investments Islamic Small-cap Fund dated 25 May 2017 ("First Prospectus") and the First Supplementary Prospectus of Eastspring Investments Islamic Small-cap Fund dated 31 October 2018 ("First Supplementary Prospectus").

The Eastspring Investments Islamic Small-cap Fund ("Fund") was constituted on 25 May 2017.

The Securities Commission Malaysia has authorised the Fund, and a copy of this Second Supplementary Prospectus dated 2 January 2019, the First Prospectus dated 25 May 2017 and the First Supplementary Prospectus dated 31 October 2018 (collectively, the "Prospectuses") have been registered with the Securities Commission Malaysia, who takes no responsibility for their contents. The authorisation of the Fund, and registration of this Second Supplementary Prospectus, should not be taken to indicate that the Securities Commission Malaysia recommends the Fund or assumes responsibility for the correctness of any statement made, opinions expressed or reports contained in the Prospectuses.

### MANAGER

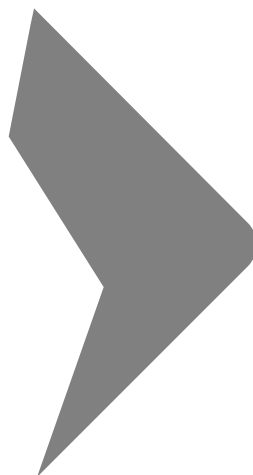
Eastspring Investments Berhad  
(531241-U)

### TRUSTEE

Deutsche Trustees Malaysia Berhad  
(763590-H)

**INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THIS SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019, THE FIRST PROSPECTUS DATED 25 MAY 2017 AND THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018. IF IN DOUBT, PLEASE CONSULT A PROFESSIONAL ADVISER.**

**FOR INFORMATION CONCERNING CERTAIN RISK FACTORS WHICH SHOULD BE CONSIDERED BY PROSPECTIVE INVESTORS, SEE "RISK FACTORS" COMMENCING ON PAGE 12 OF THE FIRST PROSPECTUS DATED 25 MAY 2017 AND PAGE 3 OF THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018. PROSPECTIVE INVESTORS SHOULD ALSO NOTE THAT THE DISCLOSURE ON EQUITY RISK AND RECLASSIFICATION OF SHARIAH STATUS RISK IN THE FIRST PROSPECTUS DATED 25 MAY 2017 HAS BEEN DULY REVISED AS REFLECTED ON PAGE 4 AND 5 OF THIS SECOND SUPPLEMENTARY PROSPECTUS.**



**THIS SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017 AND THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018**

## RESPONSIBILITY STATEMENT

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

## STATEMENTS OF DISCLAIMER

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

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

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

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

## ADDITIONAL STATEMENTS

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

Eastspring Investments Islamic Small-cap Fund has been certified as Shariah-compliant by the Shariah adviser appointed for the Fund.

**Unless otherwise provided in this Second Supplementary Prospectus, all the capitalised terms used herein shall have the same meanings ascribed to them in the First Prospectus and First Supplementary Prospectus.**

This Second Supplementary Prospectus is issued to inform investors that:

- ▶ BIMB Securities Sdn Bhd has been appointed as the Shariah adviser of the Fund to replace IBFIM with effect from 1 January 2019. Hence, all the information in relation to IBFIM has been amended.
- ▶ The definitions of “Shariah” and “Shariah adviser” have been amended.
- ▶ The details of the Manager and Shariah adviser in the corporate directory have been amended.
- ▶ The equity risk and reclassification of Shariah status risk under “Specific Risks when Investing in the Fund” have been amended.
- ▶ The additional information in relation to Shariah-compliant fund under “Fund Information” has been amended.
- ▶ The information in relation to Islamic money market instruments under “Bases Of Valuation For The Fund” has been amended.
- ▶ The information in relation to the 1<sup>st</sup> and 2<sup>nd</sup> paragraphs of transfer of units under “Transaction Information” has been amended.
- ▶ The information in relation to the 4<sup>th</sup> paragraph of how to keep track of your investment under “Transaction Information” has been amended.
- ▶ The information in relation to the 2<sup>nd</sup> paragraph of background of the Trustee under “The Trustee” has been amended.
- ▶ The information in relation to the experience in trustee business under “The Trustee” has been amended.
- ▶ The information in relation to the Trustee’s disclosure of material litigation under “The Trustee” has been updated.
- ▶ The information in relation to the 5<sup>th</sup> paragraph of related party transactions and conflict of interest has been amended.
- ▶ The information in relation to lodging a complaint under “Additional Information” has been amended.
- ▶ The information in relation to the effect of non-compliance by Unit Holder under “Compliance With Laws In Various Jurisdictions” has been amended.

THIS SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017 AND THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018

**1. Amendments to page 3 of the First Prospectus – “Definitions”**

The definition of “Shariah” is hereby deleted and replaced with the following:

“**Shariah**” means 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 its practices and explanations rendered by the Prophet Muhammad (*pbuh*) and *Ijtihad* (exertion of individual efforts to determine the true ruling of the divine law on matters whose revelations are not explicit) of Shariah scholars;

**2. Amendments to page 3 of the First Prospectus – “Definitions”**

The definition of “Shariah adviser” is hereby deleted and replaced with the following:

“**Shariah Adviser**” means BIMB Securities Sdn Bhd;

**3. Amendments to page 6 of the First Prospectus – “Corporate Directory”**

The corporate directory of the Manager is hereby deleted and replaced with the following:

**MANAGER**

NAME	EASTSPRING INVESTMENTS BERHAD
COMPANY NO.	531241-U
REGISTERED OFFICE	Level 25, Menara Hong Leong No. 6, Jalan Damanlela Bukit Damansara 50490 Kuala Lumpur
BUSINESS OFFICE	Level 12, Menara Prudential No. 10, Jalan Sultan Ismail 50250 Kuala Lumpur
TELEPHONE NO.	603-2052 3388
FAX NO.	603-2070 6129
EMAIL	cs.my@eastspring.com
WEBSITE	www.eastspring.com/my

**THIS SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017 AND THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018**

#### **4. Amendments to page 6 of the First Prospectus – “Corporate Directory”**

The corporate directory of the Shariah adviser is hereby deleted and replaced with the following:

##### **SHARIAH ADVISER**

NAME	BIMB SECURITIES SDN BHD
COMPANY NO.	290163-X
REGISTERED OFFICE & BUSINESS OFFICE	Level 32, Menara Multi Purpose Capital Square No. 8, Jalan Munshi Abdullah 50100 Kuala Lumpur
TELEPHONE NO.	603-2613 1600
FAX NO.	603-2613 1799
EMAIL	shariah@bimbsec.com.my
WEBSITE	www.bimbsec.com.my

#### **5. Amendments to page 13 of the First Prospectus – “Fund Information – Risk Factors – Specific Risks when Investing in the Fund”**

The information in relation to equity risk is hereby deleted and replaced with the following:

##### **Equity risk**

Adverse price movements of a particular Shariah-compliant securities invested by the Fund may adversely affect the Fund’s NAV. The Manager strives to mitigate the impact of a particular Shariah-compliant securities risk through portfolio diversification.

Meanwhile investing in Shariah-compliant equity-related securities such as rights and Shariah compliant warrants, where price movement is dependent on the price movement of the underlying of the Shariah-compliant equity-related securities, the risk is generally higher than their Shariah-compliant equities as these Shariah-compliant equity-related securities are leveraged form of investment. The price of Shariah-compliant equity-related securities generally fluctuates more than the Shariah-compliant equities and consequently may affect the volatility of the Fund’s NAV. To mitigate this risk, the Manager will conduct rigorous fundamental analysis of the Shariah-compliant equities and Shariah-compliant equity-related securities.

Shariah-compliant warrants are financial instruments that give the buyer the right but not the obligation to purchase or sell Shariah-compliant equities at a pre-determined price before the expiry date. Such investments may experience time decay, and the erosion of value accelerates as the instrument advances to its expiry date.

**6. Amendments to page 13 of the First Prospectus – “Fund Information – Risk Factors – Specific Risks when Investing in the Fund”**

The information in relation to reclassification of Shariah status risk is hereby deleted and replaced with the following:

**Shariah status reclassification risk**

This risk refers to the risk that the currently held Shariah-compliant securities in the Fund may be reclassified as Shariah non-compliant in the periodic review of the securities by the SAC of the SC or the Shariah Adviser. If this occurs, the Manager will take the necessary steps to dispose of such securities. Opportunity loss could occur due to the restriction on the Fund to retain the dividend received and excess capital gains derived from the disposal of the reclassified Shariah non-compliant equities. The value of the Fund also may be adversely affected in the event of a disposal of Shariah non-compliant equities at a price lower than the investment cost.

**Note:** Please refer to Shariah Investment Guidelines for details.

**7. Amendments to pages 14 – 17 of the First Prospectus – “Fund Information – Additional Information In Relation To Shariah-Compliant Fund”**

The information in relation to this section is hereby deleted and replaced with the following:

**1. Shariah Investment Guidelines**

The following guidelines are adopted by the Shariah Adviser in determining the Shariah status of the Fund:

- ▶ The Fund must at all times and all stages of its operation comply with Shariah principles 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.
- ▶ The Fund must be raised and operated by the Manager, and finally redeemed by the investor on the basis of the contracts which are acceptable in Shariah. The banking facilities and short-term money market instruments used for the Fund have to be those which comply with Shariah principles. Similarly, all the securities, sukuk, etc. must be those which are Shariah-compliant.
- ▶ For Shariah-compliant securities listed on the Bursa Malaysia, the Fund's investments must be strictly confined to those Shariah-compliant securities on the list approved by the SAC of the SC.
- ▶ For Islamic money market instruments and Shariah-compliant securities or sukuk, they shall be based on the data readily available at BNM and the SC websites.
- ▶ The SAC of the SC has adopted a standard methodology to determine the Shariah compliance of companies listed on Bursa Malaysia. This methodology takes into consideration both the quantitative and qualitative aspects of the listed companies.

### **Quantitative analysis:**

The quantitative part is a two-tier benchmark applied to the business activities of the companies and to the financial ratios of the companies. The business activity benchmarks consist of the 5-percent benchmark and the 20-percent benchmark.

#### **(i) Business activity benchmarks**

For the business activity benchmarks, the revenue or income contribution of Shariah non-compliant business activities to the group revenue or group profit before taxation of the listed companies will be computed and compared against the relevant business activity benchmarks, namely either the 5% or 20% benchmarks.

The 5% benchmark would be applicable to the following business activities:

- Conventional banking;
- Conventional insurance;
- Gambling;
- Liquor and liquor-related activities;
- Pork and pork-related activities;
- Non-halal food and beverages;
- Shariah non-compliant entertainment;
- Interest income<sup>1</sup> from conventional accounts and instruments (including interest income awarded arising from a court judgement or arbitration);
- Dividends<sup>1</sup> from Shariah non-compliant investments;
- Tobacco and tobacco-related activities; and
- Other activities considered non-compliant according to Shariah.

The 20% benchmark would be applicable to the following activities:

- Share trading;
- Stockbroking business;
- Rental received from Shariah non-compliant activities; and
- Other activities considered non-compliant according to Shariah.

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<sup>1</sup> Interest income and dividends from Shariah non-compliant investments will be compared against the group revenue. However, if the main activity of the company is holding of investment, the dividends from Shariah non-compliant investments will be compared against the group revenue and group profit before taxation.



(ii) Financial ratio benchmarks

In addition, the financial ratios for cash in conventional accounts and instruments as well as interest bearing debts over the total assets of the listed companies are also considered in the analysis carried out by the SAC of the SC to determine their Shariah compliance status.

The financial ratios applied are as follows:

▶ **Ratio of cash over total assets**

Cash will only include cash placed in conventional accounts and instruments, whereas cash placed in Islamic accounts and instruments will be excluded from the calculation.

▶ **Ratio of debt over total assets**

Debt will only include interest-bearing debt whereas Islamic debt or financing or sukuk will be excluded from the calculation.

Both benchmark ratios, which are intended to measure *riba* and *riba*-based elements within a listed company's balance sheet, must be below 33%.

**Qualitative analysis:**

As for qualitative aspect of the Shariah compliance analysis, an additional criterion will be considered:

- ▶ The public perception or image of the listed company must be good.

**Special Purpose Acquisition Company ("SPAC")**

- ▶ The Shariah Adviser had considered the following criteria for a SPAC to be classified as Shariah-compliant:
  - The proposed business activity should be Shariah-compliant;
  - The entire proceeds raised from the initial public offering should be placed in an Islamic account; and
  - In the event that the proceeds are invested, the entire investment should be Shariah-compliant.
- ▶ Shariah-compliant securities include ordinary shares and warrants (issued by the companies themselves). This means that warrants are classified as Shariah-compliant securities provided the underlying shares are also Shariah-compliant. On the other hand, loan stocks and bonds are Shariah non-compliant securities unless they are structured based on SAC of the SC's approved Shariah rulings, concept and principles.

## 2. Cleansing process for the Fund

### (a) Wrong Investment

This refers to Shariah non-compliant investment made by the Manager. The said investment shall be disposed of or withdrawn within a month of knowing the status of the securities irrespective of market price considerations. In the event that the investment resulted in gain (through capital gain and/or dividend or profit), the gain has to be channeled to *baitulmal* and/or any other charitable bodies as advised by the Shariah Adviser. For the avoidance of doubt, dividends shall include both received before and after disposal of the Shariah non-compliant securities. The Shariah Adviser advises that this cleansing process (i.e. channeling of gain from wrong investment to *baitulmal* and/or approved charitable bodies) shall be carried out within two (2) 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) “Shariah-compliant securities” which are subsequently reclassified as “Shariah non-compliant”

These refer to those securities which were earlier classified as Shariah-compliant securities but due to certain reasons such as changes in the companies’ business operations and financial positions, are subsequently reclassified as Shariah non-compliant. In this regard, if on the date that this updated list takes effect, the value of the securities held exceeds or equal to the investment cost, the Fund which holds such Shariah non-compliant 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) month. Any dividends received up to the date of announcement/review and capital gain arising from the disposal of the said reclassified Shariah non-compliant securities made with respect to the closing price on the announcement day/review can be kept by the Fund. However, any dividends received and excess capital gain derived from the disposal after the announcement day/review at a market price that is higher than the closing price on the announcement day/review should be channeled to *baitulmal* and/or any other approved charitable bodies as advised by the Shariah Adviser. The Shariah Adviser advises that this cleansing process should be carried out within two (2) 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. In addition, during the holding period, the Fund is allowed to subscribe to:

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

**THIS SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017 AND THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018**

on conditions that the Fund expedite the disposal of the Shariah non-compliant securities. For securities of other companies [as stated in (b) above], they must be Shariah-compliant securities.

### **3. Zakat for the Fund**

The Fund does not pay zakat on behalf of its Unit Holders both the Muslim individuals and Islamic legal entities. Thus, Unit Holders are advised to pay zakat on their own.

**The Shariah Adviser confirms 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, the SAC of BNM. As for the instruments which are not classified as Shariah-compliant by the SAC of the SC and, where applicable, the SAC of BNM, the Shariah Adviser has reviewed the said instruments and opined that these instruments are designated as Shariah-compliant.**

### **8. Amendments to page 17 of the First Prospectus – “Fund Information – Bases Of Valuation For The Fund”**

The information in relation to Islamic money market instruments is hereby deleted and replaced with the following:

#### **Islamic money market instruments**

Islamic money market instruments will be valued each day based on the price quoted by a bond pricing agency registered with the SC.

### **9. Amendments to page 33 of the First Prospectus – “Transaction Information – Transfer of Units”**

The information in relation to the 1<sup>st</sup> and 2<sup>nd</sup> paragraphs of transfer of units is hereby deleted and replaced with the following:

A Unit Holder may transfer some or all of his Units held in the Fund to another Unit Holder by completing a transfer form.

A transfer is subject to the minimum balance and terms and conditions applicable for the Fund. However, both the transferor and the transferee should maintain the minimum holding of Units for the Fund after the transfer is made. If the transferee does not maintain any account with the Manager prior to this transfer application, he must forward the completed documents listed under “How To Purchase Units” in page 28 to the Manager for account opening in addition to a transfer form.

**10. Amendments to page 34 of the First Prospectus – “Transaction Information – How To Keep Track Of Your Investment”**

The information in relation to the 4<sup>th</sup> paragraph of how to keep track of your investment is hereby deleted and replaced with the following:

A Unit Holder can obtain the Manager’s latest information, products and services, and market outlook at the Manager’s website, [www.eastspring.com/my](http://www.eastspring.com/my) or by registering for a “myEastspring” account at [www.myeastspring.com.my](http://www.myeastspring.com.my).

**11. Amendments to page 44 of the First Prospectus – “The Trustee – Background Of The Trustee”**

The information in relation to the 2<sup>nd</sup> paragraph of background of the Trustee is hereby deleted and replaced with the following:

DTMB is a member of Deutsche Bank Group (“Deutsche Bank”). Deutsche Bank provides commercial and investment banking, retail banking, transaction banking and asset and wealth management products and services to corporations, governments, institutional investors, small and medium-sized businesses, and private individuals.

**12. Amendments to page 44 of the First Prospectus – “The Trustee – Experience In Trustee Business”**

The information in relation to the experience in trustee business is hereby deleted and replaced with the following:

DTMB is part of Deutsche Bank’s Securities Services, which provides trust, custody and related services on a range of securities and financial structures. As at 31 October 2018, DTMB is the trustee for one hundred and eighty two (182) collective investment schemes including unit trust funds, wholesale funds, exchange-traded funds and private retirement schemes.

DTMB’s trustee services are supported by Deutsche Bank (Malaysia) Berhad (“DBMB”), a subsidiary of Deutsche Bank, financially and for various functions, including but not limited to financial control and internal audit.

**THIS SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017 AND THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018**

### **13. Amendments to page 44 of the First Prospectus – “The Trustee – Trustee’s Disclosure Of Material Litigation”**

The information in relation to the Trustee’s disclosure of material litigation is hereby deleted and replaced with the following:

As at 31 October 2018, neither the Trustee nor its delegate is (a) engaged in any material litigation and arbitration, including those pending or threatened, nor (b) is aware of any facts likely to give rise to any proceedings which might materially affect the business or financial position of the Trustee and any of its delegate.

### **14. Amendments to pages 48 – 50 of the First Prospectus – “The Shariah Adviser”**

The information in relation to IBFIM is hereby deleted and replaced with the following:

BIMB Securities Sdn Bhd has been appointed as the Shariah Adviser for the Fund. BIMB Securities Sdn Bhd will provide Shariah advisory services on the mechanism of the operations of the Fund to ensure the Fund comply with Shariah requirements as stipulated by the SC.

#### **ABOUT BIMB SECURITIES SDN BHD**

BIMB Securities Sdn Bhd is a stockbroking subsidiary of BIMB Holdings Berhad. It was incorporated on 21 February 1994. The corporate mission of BIMB Securities Sdn Bhd 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 or non-Muslims, looking for Shariah-compliant investment products and services.

#### **EXPERIENCE AS SHARIAH ADVISER TO UNIT TRUST FUNDS**

BIMB Securities Sdn Bhd is registered with the SC to act as a Shariah adviser for Shariah-compliant products and services regulated by the SC, which include collective investment schemes. BIMB Securities Sdn Bhd is independent from the Manager and do not hold office as a member of the investment committee of the Fund or any other fund managed and administered by the Manager. As at 31 October 2018, BIMB Securities Sdn Bhd is a corporate Shariah adviser to 42 Islamic unit trust funds.

#### **ROLES, DUTIES AND RESPONSIBILITIES OF THE SHARIAH ADVISER**

As the Shariah Adviser, the role of BIMB Securities Sdn Bhd is to ensure that the investment operation and management of the Fund is in compliance with Shariah requirements. The Shariah Adviser reviews the Fund’s investments on a monthly basis to ensure Shariah compliance and it also reviews all the Fund’s interim and annual reports.

Nonetheless, the final responsibility for ensuring Shariah compliance of the Fund in all aspects of operation and management rests solely with the Manager.

**THIS SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017 AND THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018**

In line with the SC's guidelines, the roles of BIMB Securities Sdn Bhd as the Shariah Adviser are:

1. to advise on all aspects of the Fund and fund management business in accordance with Shariah principles, specifically as resolved by the SAC of the SC;
2. to provide Shariah expertise and guidance in all matters, particularly on the Fund's deed and prospectus, fund structure, investments and other operational matters;
3. to ensure that the Fund is managed and operated in accordance with Shariah principles as determined by the relevant SC regulations and standards, including resolutions issued by the SAC of the SC;
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 principles;
5. to issue a report for inclusion in the Fund's annual and interim reports stating the Shariah Adviser's opinion on the Fund's compliance with the Shariah principles in its operation and management for the financial period concerned;
6. to consult the SC where there is ambiguity or uncertainty as to an investment, instrument, system, procedure and/or process; and
7. to meet with the Manager beside on a quarterly basis when urgently required for review of the Fund's operation and management.

## **PROFILE OF THE DESIGNATED SHARIAH PERSON**

### **Ir. Dr. Muhamad Fuad bin Abdullah**

**Ir. Dr. Muhamad Fuad bin Abdullah (Dr. Muhamad Fuad)**, the designated person in-charge of all Shariah matters in BIMB Securities Sdn Bhd was appointed on 1 June 2011. He was concurrently appointed to the Shariah Advisory Committee of BIMB Securities Sdn Bhd.

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 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 Shariah adviser with the SC since 2010. Currently, he also serves as the chairman of the Shariah committee of MIDF Group of Companies. He sits on the boards of Gagasan Nadi Cergas Berhad, Mesiniaga Berhad, PNB Commercial Sdn Bhd, Universiti Tun Abdul Razak Sdn Bhd, Universiti Sains Islam Malaysia (USIM), USIM Tjjarah Holdings Sdn Bhd and Institut Kefahaman Islam Malaysia (IKIM), a public company limited by guarantee.

**THIS SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017 AND THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018**

Until early this year, Dr. Muhamad Fuad has been an executive committee member of the Association of Shariah Advisers for Islamic Finance (ASAS) since its inception in 2012. He now chairs the Association's Professional Development Committee. He is the chairman of the Advisory Panel of the Faculty of Syariah and Law of USIM since 4 October 2016.

Dr. Muhamad Fuad is a recipient of the National Book Award 2015 for his book published by IKIM entitled "The influence of Islam Upon Classical Arabic Scientific Writings: An examination of the Extent of Their Reference to Quran, Hadith and Related Texts".

#### **15. Amendments to page 62 of the First Prospectus – "Related Party Transactions And Conflict Of Interest"**

The information in relation to the 5<sup>th</sup> paragraph of related party transactions and conflict of interest is hereby deleted and replaced with the following:

As at 31 October 2018 none of the Manager's directors or substantial shareholders has any direct or indirect interest in other corporations carrying on a similar business as the Manager, except as otherwise disclosed below:

- ▶ Prudential Corporation Holdings Limited (UK) is a substantial shareholder of Eastspring Investments (Hong Kong) Limited, Eastspring Investments Limited, Eastspring Asset Management Korea Co. Ltd, Eastspring Investments (Singapore) Limited, Eastspring Al-Wara' Investments Berhad and the Manager.

**THIS SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017 AND THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018**

**16. Amendments to pages 72 – 73 of the First Prospectus – “Additional Information – Lodging A Complaint”**

The information in relation to the lodging a complaint is hereby deleted and replaced with the following:

1. To lodge a complaint or for an internal dispute resolution, you can contact our client services at 603-2332 1000.

2. Investor can contact the Federation of Investment Managers Malaysia’s Complaints Bureau:

(a) via phone to	603-2092 3800
(b) via fax to	603-2093 2700
(c) via email to	complaints@fimm.com.my
(d) via online complaint form available at	www.fimm.com.my
(e) via letter to	Legal, Secretarial & Regulatory Affairs Federation of Investment Managers Malaysia 19-06-1, 6 <sup>th</sup> Floor Wisma Tune No. 19 Lorong Dungun Damansara Heights 50490 Kuala Lumpur

3. Should an individual or a sole proprietor investor be dissatisfied with the outcome of the internal dispute resolution process, he may refer his dispute to the Securities Industry Dispute Resolution Center (SIDREC) via the following modes. The individual or a sole proprietor investor may do so within 180 days of receiving the final answer from the Manager or after 90 days from filing the complaint (if there was no response from the Manager).

(a) via phone to	603-2282 2280
(b) via fax to	603-2282 3855
(c) via email to	info@sidrec.com.my
(d) via letter to	Securities Industry Dispute Resolution Center (SIDREC) Unit A-9-1, Level 9, Tower A Menara UOA Bangsar No. 5, Jalan Bangsar Utama 1 59000 Kuala Lumpur



**THIS SECOND SUPPLEMENTARY PROSPECTUS DATED 2 JANUARY 2019 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017 AND THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018**

4. The investor can also direct his complaint to the SC even if he has initiated a dispute resolution process with SIDREC. To make a complaint, please contact the SC's Consumer & Investor Office:

(a) via phone to the Aduan Hotline at	603-6204 8999
(b) via fax to	603-6204 8991
(c) via email to	aduan@seccom.com.my
(d) via online complaint form available at	www.sc.com.my
(e) via letter to	Consumer & Investor Office Securities Commission Malaysia 3 Persiaran Bukit Kiara Bukit Kiara 50490 Kuala Lumpur

**17. Amendments to page 79 of the First Prospectus – “Compliance With Laws In Various Jurisdictions – Effect of non-compliance by Unit Holder”**

The information in relation to the effect of non-compliance by Unit Holder is hereby deleted and replaced with the following:

If:

- (a) a Unit Holder does not provide the Manager with the information or documents or any other assistance requested by the Manager in a timely manner;
- (b) a Unit Holder does not update the Manager in a timely manner of any change to any of the details previously provided to the Manager whether at the time of subscription or at any other times; or
- (c) any information or document provided by a Unit Holder is not up-to-date, accurate or complete such that the Manager is unable to comply with or adhere to the Applicable Requirements,

the Manager may continue to request for such information or document from the Unit Holder by letter, email, telephone or any other manner which the Manager may deem appropriate, or repurchase all the Units held by the Unit Holder by providing prior written notice to the Unit Holder of such repurchase if such repurchase is necessary, to ensure that the Manager is in compliance with the Applicable Requirements.

# FIRST SUPPLEMENTARY PROSPECTUS OF EASTSPRING INVESTMENTS ISLAMIC SMALL-CAP FUND

This First Supplementary Prospectus of Eastspring Investments Islamic Small-cap Fund dated 31 October 2018 ("First Supplementary Prospectus") must be read together with the First Prospectus of Eastspring Investments Islamic Small-cap Fund dated 25 May 2017 ("First Prospectus").

The Eastspring Investments Islamic Small-cap Fund ("Fund") was constituted on 25 May 2017.

The Securities Commission Malaysia has authorised the Fund, and a copy of this First Supplementary Prospectus dated 31 October 2018 and the First Prospectus dated 25 May 2017 for the Fund (collectively, the "Prospectuses") have been registered with the Securities Commission Malaysia, who takes no responsibility for their contents. The authorisation of the Fund, and the registration of this First Supplementary Prospectus, should not be taken to indicate that the Securities Commission Malaysia recommends the Fund or assumes responsibility for the correctness of any statement made, opinions expressed or reports contained in the Prospectuses.

## MANAGER

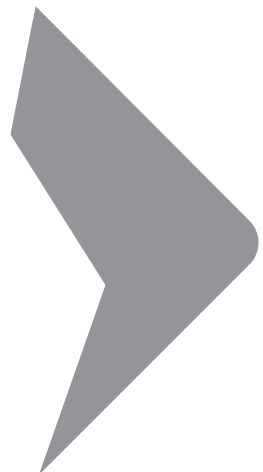
Eastspring Investments Berhad  
(531241-U)

## TRUSTEE

Deutsche Trustees Malaysia Berhad  
(763590-H)

**INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THIS FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018 AND THE FIRST PROSPECTUS DATED 25 MAY 2017. IF IN DOUBT, PLEASE CONSULT A PROFESSIONAL ADVISER.**

**FOR INFORMATION CONCERNING CERTAIN RISK FACTORS WHICH SHOULD BE CONSIDERED BY PROSPECTIVE INVESTORS, SEE "RISK FACTORS" COMMENCING ON PAGE 12 OF THE FIRST PROSPECTUS DATED 25 MAY 2017. PROSPECTIVE INVESTORS SHOULD ALSO NOTE THAT THE DISCLOSURE ON LIQUIDITY RISK IN THE FIRST PROSPECTUS DATED 25 MAY 2017 HAS BEEN DULY REVISED AS REFLECTED ON PAGE 3 OF THIS FIRST SUPPLEMENTARY PROSPECTUS.**



**THIS FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017**

## RESPONSIBILITY STATEMENT

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

## STATEMENTS OF DISCLAIMER

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

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

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

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

## ADDITIONAL STATEMENTS

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

Eastspring Investments Islamic Small-cap Fund has been certified as Shariah-compliant by the Shariah adviser appointed for the Fund.

**Unless otherwise provided in this First Supplementary Prospectus, all the capitalised terms used herein shall have the same meanings ascribed to them in the First Prospectus.**

This First Supplementary Prospectus is to inform investors that:

- ▶ The definition of “GST” has been removed.
- ▶ The definition of “LOFSA” has been inserted.
- ▶ The liquidity risk under “General Risks of Investing in Unit Trust Fund” has been amended.
- ▶ The information in relation to GST under “Fees, Charges and Expenses” has been removed.
- ▶ The list of documents required when purchasing Units of the Fund has been updated.
- ▶ The information in relation to GST under “Cooling-Off Period & Cooling-off Right” has been removed.
- ▶ The information in relation to the roles, duties and responsibilities of the Manager under “The Management and the Administration of the Fund” has been updated.
- ▶ Michele Mi-Kyung Bang has resigned as a director of Eastspring Investments Berhad with effect from 4 June 2018.
- ▶ Caroline Frances Johnston has been appointed as a director of Eastspring Investments Berhad with effect from 26 June 2018.
- ▶ The information in relation to the designated person responsible for the fund management of the Fund has been amended.
- ▶ The information in relation to Deutsche Trustees Malaysia Berhad under “Related Party Transactions and Conflict of Interest” has been amended.
- ▶ Effective from 1 September 2018, Sales and Service Tax (“SST”) has been reintroduced to replace the GST. Hence, the Taxation Adviser’s Letter on Taxation of the Fund and Unit Holders has been revised.

**1. Amendments to page 2 of the First Prospectus – “Definitions”**

The definition of “GST” is hereby deleted.

**2. Amendments to page 3 of the First Prospectus – “Definitions”**

The definition of “LOFSA” is hereby inserted as follows:

“LOFSA” means the Labuan Offshore Financial Services Authority;

**3. Amendments to page 12 of the First Prospectus – “Fund Information – Risk Factors – General Risks of Investing in Unit Trust Fund”**

The information in relation to liquidity risk is hereby deleted and replaced with the following:

**Liquidity risk**

Liquidity risk refers to two scenarios. The first scenario is where an investment cannot be sold due to unavailability of a buyer for that investment. The second scenario is where the investment is thinly traded. This may cause the Shariah-compliant unit trust fund to dispose the investment at an unfavourable price in the market and may adversely affect investor's investment. Generally, investments in securities of smaller capitalisation Shariah-compliant companies may expose the fund to greater liquidity risk as compared to the securities of larger capitalisation Shariah-compliant companies. This risk may be mitigated through stringent security selection process.

**4. Amendments to page 20 of the First Prospectus – “Fees, Charges and Expenses”**

The first paragraph of this chapter is hereby deleted and replaced with the following:

The fees, charges and expenses disclosed are exclusive of any taxes or duties that may be imposed by the government or other authorities from time to time.

**5. Amendments to pages 28 – 29 of the First Prospectus – “Transaction Information – How To Purchase Units”**

The information in relation to “How to Purchase Units” is hereby deleted and replaced with the following:

When purchasing Units of the Fund, investors must forward the following completed documents\* to the Manager:

Individual	Non-individual
<ul style="list-style-type: none"> <li>‣ Master account opening form</li> <li>‣ Transaction form</li> <li>‣ Proof of payment which is acceptable by the Manager</li> <li>‣ Suitability assessment form</li> <li>‣ Certified true copy of identity card, passport or other identification</li> <li>‣ Foreign Account Tax Compliance Act (“FATCA”) and Common Reporting Standards (“CRS”) Self Certification Form – Individual</li> </ul>	<ul style="list-style-type: none"> <li>‣ Master account opening form</li> <li>‣ Transaction form</li> <li>‣ Proof of payment which is acceptable by the Manager</li> <li>‣ Suitability assessment form</li> <li>‣ Certified true copy of board resolution</li> <li>‣ Certified true copy of latest annual return</li> <li>‣ Certified true copy of corporate structure (where applicable)</li> <li>‣ Certified true copy of identity card or passport of directors and authorised representatives</li> <li>‣ Certified true copy of form 24 / return of allotment of shares under section 78 of the Companies Act 2016 (not required for a public listed company or an entity licensed by the SC, BNM or LOFSA)</li> <li>‣ Certified true copy of form 49 / notification of change in the register of directors, managers and secretaries under section 58 of the Companies Act 2016</li> <li>‣ Certified true copy of the constitution (if any)</li> <li>‣ Certified true copy of the certificate of incorporation</li> <li>‣ Certified true copy of form 13 / application for change of name under section 28 of the Companies Act 2016 (if applicable)</li> </ul>

**Individual**

**Non-individual**

- Certified true copy of form 44 / notification of change in the registered address under section 46 of the Companies Act 2016 (if applicable)
- Personal data protection notice form for directors and authorised representatives
- Foreign Account Tax Compliance Act ("FATCA") and Common Reporting Standards ("CRS") Self Certification Form – Non Individual
- Foreign Account Tax Compliance Act ("FATCA") and Common Reporting Standards ("CRS") Self Certification Form – Controlling Person

\* The documents listed may be subject to changes from time to time

A Unit Holder may be required to forward to the Manager additional documents to authenticate his or her identification when transacting Units of the Fund. The Manager reserves the right to reject any application without providing any reason.

The Manager allows a Unit Holder the convenience of maintaining all his or her investments in ONE single master account regardless of the number of funds in which he or she invest with the Manager.

**6. Amendments to page 31 of the First Prospectus – "Transaction Information – Cooling-Off Period and Cooling-Off Right"**

The information in relation to the 3<sup>rd</sup> paragraph of the cooling-off period and cooling-off right is hereby deleted and replaced with the following:

The refund to the Unit Holder pursuant to the exercise of his cooling-off right should be the sum of:

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

## 7. Amendments to page 40 of the First Prospectus – “The Management and The Administration of the Fund – Roles, Duties and Responsibilities of the Manager”

The information in relation to the roles, duties and responsibilities on the Manager is hereby deleted and replaced with the following:

The Manager is responsible for the daily management and administration of the Fund in accordance with the provisions of the Deed and all relevant laws and guidelines. The Manager may undertake cross trades through a dealer or a financial institution on an arm's length and fair value basis and subject to the best interest of the Unit Holder. Below is the cross trade policy of the Manager.

### Cross Trade Policy

Cross trade is defined as a buy and sell transaction of the same security between two or more clients' accounts managed by a fund management company. The Manager may conduct cross trades provided the following conditions which are imposed by the regulators are met:

- ▶ the cross trade is in the best interests of both clients;
- ▶ the reasons for cross trades are documented prior to execution of the trades;
- ▶ the cross trade is executed through a dealer or a financial institution on an arm's length and fair value basis; and
- ▶ the cross trade transaction is disclosed to both clients.

All cross trades will be executed in accordance with the Manager's policy which is in line with the regulatory requirements. Post transactions, all cross trades will be reviewed by the Manager's compliance officer and the investment committee.

Cross trades between (i) the personal account of an employee of the Manager and any clients' account; and (ii) the Manager's proprietary accounts and any clients' account, are strictly prohibited.

The Manager's main duty includes:

- ▶ arranging for the sale and redemption of Units of the Fund;
- ▶ keeping proper records of the Fund and reporting to the Unit Holder; and
- ▶ providing sales, marketing and customer service support to the Unit Holder and fund distributors of the Fund.

The Manager has established a risk and compliance department under the supervision of the chief risk and compliance officer who is responsible for the operational risk, legal and compliance functions of the Manager. The chief risk and compliance officer reports to the board of directors and the audit and compliance committee. The internal audit unit of the Prudential Group conducts all internal audit functions and reports to the audit and compliance committee.



**8. Amendments to pages 40 – 41 of the First Prospectus – “The Management and the Administration of the Fund – Board of Directors”**

- (i) The information in relation to Michele Mi-Kyung Bang is hereby deleted.
- (ii) The information in relation to Caroline Frances Johnston is hereby inserted as follows:

**Caroline Frances Johnston**

*Non-independent, non-executive director*

**9. Amendments to page 41 of the First Prospectus – “The Management and the Administration of the Fund – Fund Management Function”**

- (i) The information in relation to Rudie Chan Chee Kong is hereby deleted.
- (ii) The information in relation to Doreen Choo Choy Wan is hereby inserted as follows:

**Doreen Choo Choy Wan**

*Chief Investment Officer*

Doreen Choo joined the Manager in August 2018 and is the **designated person responsible for the fund management of the Fund**. She is the chief investment officer and is responsible for all asset classes and investment performance, as well as the growth and development of our investment offering in Malaysia. With more than 20 years of industry experience, Doreen joins us from CIMB-Principal Asset Management Berhad where she has worked for the past 13 years, initially as an equity fund manager and subsequently as Head of Equities in 2015. Doreen previously worked at PricewaterhouseCoopers (PwC) as Manager, Valuation & Strategy (Corporate Advisory) with a particular focus on equity valuations across industries. Doreen is a Chartered Financial Analyst (CFA) charterholder and holds a Degree of Bachelor of Arts in Economics from University Malaya.

**10. Amendments to pages 62 – 63 of the First Prospectus – “Related Party Transactions and Conflict of Interest”**

The information in relation to Deutsche Trustees Malaysia Berhad is hereby deleted and replaced with the following:

**Deutsche Trustees Malaysia Berhad**

As the Trustee for the Fund and the Manager’s delegate for the fund accounting and valuation services, there may be related party transactions involving or in connection with the Fund within the following events:

- (1) Where the Fund invests in the products offered by Deutsche Bank AG and any of its group companies (e.g. money market placement, etc.);
- (2) Where the Fund has obtained financing from Deutsche Bank AG and any of its group companies, as permitted under the SC’s guidelines and other applicable laws;

**THIS FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017**

- (3) Where the Manager appoints the Trustee to perform its back office functions (e.g. fund accounting and valuation); and
- (4) Where the Trustee has delegated its custodian functions for the Fund to Deutsche Bank (Malaysia) Berhad.

The Trustee will rely on the Manager to ensure that any related party transactions, dealings, investments and appointments are on terms which are the best that are reasonably available for or to the Fund and are on an arm's length basis as if between independent parties.

While the Trustee has internal policies intended to prevent or manage conflicts of interests, no assurance is given that their application will necessarily prevent or mitigate conflicts of interests. The Trustee's commitment to act in the best interests of the Unit Holders of the Fund does not preclude the possibility of related party transactions or conflicts.

**11. Amendments to pages 66 – 70 of the First Prospectus – “Taxation Adviser’s Letter On Taxation Of The Fund And Unit Holders”**

The information in relation to the taxation adviser’s letter on taxation of the fund and unit holders is hereby deleted and replaced with the following:

**Taxation Adviser’s Letter on Taxation of the Fund and Unit Holders**

(Prepared for inclusion in this First Supplementary Prospectus)

**PricewaterhouseCoopers Taxation Services Sdn Bhd**

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

**The Board of Directors**

Eastspring Investments Berhad  
Level 12, Menara Prudential  
10, Jalan Sultan Ismail  
50250 Kuala Lumpur

Date: 28 September 2018

**TAXATION OF THE FUND AND UNIT HOLDERS FOR THE FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018 (“First Supplementary Prospectus”) IN RELATION TO THE EASTSPRING INVESTMENTS ISLAMIC SMALL-CAP FUND (“Fund”)**

Dear Sirs,

This letter has been prepared for inclusion in the First Supplementary Prospectus in connection with the Eastspring Investments Islamic Small-cap Fund.

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

**TAXATION OF THE FUND**

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

## 1. Domestic Investments

### (i) General taxation

Subject to certain exemptions, the income of the Fund consisting of dividends, interest income or profit<sup>1</sup> (other than interest income and profit<sup>1</sup> which is exempt from tax) and other investment income derived from or accruing in Malaysia, after deducting tax allowable expenses, is liable to Malaysian income tax at the rate of 24 per cent.

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

### (ii) Dividends and Other Exempt Income

Effective 1 January 2014, all companies would adopt the single-tier system. Hence dividends received would be exempted from tax and the deductibility of expenses incurred against such dividend income would be disregarded. There will no longer be any tax refunds available for single-tier dividends received. Dividends received from companies under the single-tier system would be exempted.

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

Interest or profit<sup>1</sup> or discount income derived from the following investments is exempt from tax:

- (a) Securities or bonds issued or guaranteed by the government of Malaysia;
- (b) Debentures<sup>2</sup> or sukuk other than convertible loan stocks, approved or authorised by, or lodged with, the SC; and
- (c) Bon Simpanan Malaysia issued by Bank Negara Malaysia.

Interest income or profit<sup>1</sup> derived from the following investments is exempt from tax:

- (a) Interest income or profit<sup>1</sup> paid or credited by any bank or financial institution licensed under the Financial Services Act 2013 and Islamic Financial Services Act 2013<sup>3</sup>;
- (b) Interest or profit<sup>1</sup> paid or credited by any development financial institution regulated under the Development Financial Institutions Act 2002;
- (c) Bonds, other than convertible loan stocks, paid or credited by any company listed in Bursa Malaysia Securities Berhad ACE Market; and
- (d) Interest income or profit<sup>1</sup> paid or credited by Malaysia Building Society Berhad<sup>4</sup>.

The interest income or profit<sup>1</sup> or discount income exempted from tax at the Fund's level will also be exempted from tax upon distribution to the Unit Holders.

## **2. Foreign Investments**

Income of the Fund in respect of income received from overseas investment is exempt from Malaysian tax by virtue of Paragraph 28 of Schedule 6 of the Act and distributions from such income will be tax exempt in the hands of the Unit Holders. Such income from foreign investments may be subject to foreign taxes or withholding taxes. Any foreign tax suffered on the income in respect of overseas investment is not tax refundable to the Fund.

The foreign income exempted from Malaysian tax at the Fund level will also be exempted from tax upon distribution to the Unit Holders.

## **3. Hedging Instruments**

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

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

## **4. Income from Malaysia Real Estate Investment Trusts (“REITs”)**

Income from distribution from REITs will be received net of final withholding tax of 10 per cent. No further tax will be payable by the Funds on the distribution. Distribution from such income by the Funds will also not be subject to further tax in the hands of the Unit Holders.

## **5. Tax Deductible Expenses**

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

## **6. Real Property Gains Tax (“RPGT”)**

With effect from 1 January 2014, any gains on disposal of real properties or shares in real property companies<sup>5</sup> would be subject to RPGT as follows:

<b>Disposal time frame</b>	<b>RPGT rates</b>
Within 3 years	30%
In the 4 <sup>th</sup> year	20%
In the 5 <sup>th</sup> year	15%
In the 6 <sup>th</sup> year and subsequent years	5%

## **7. Sales and Service Tax (“SST”)**

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

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

In general, the Fund, being a collective investment vehicle, will not be caught under the service tax regime.

Certain professional, consultancy or management services obtained by the Fund may be subject to service tax at 6 percent. However, fund management services and trust services are excluded from service tax.

## **TAXATION OF UNIT HOLDERS**

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

Corporate Unit Holders, resident<sup>6</sup> and non-resident, will generally be liable to income tax at 24 per cent on distribution of income received from the Fund. The tax credits attributable to the distribution of income can be utilised against the tax liabilities of these Unit Holders.

Individuals and other non-corporate Unit Holders who are tax resident in Malaysia will be subject to income tax at graduated rates ranging from 1 per cent to 28 per cent<sup>7</sup>. Individuals

**THIS FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017**

and other non-corporate Unit Holders who are not resident in Malaysia will be subject to income tax at 28 per cent.

The tax credits attributable to the distribution of income will be utilised against the tax liabilities of these Unit Holders.

Non-resident Unit Holders may also be subject to tax in their respective jurisdictions and depending on the provisions of the relevant tax legislation and any double tax treaty with Malaysia, the Malaysian tax suffered may be creditable in the foreign tax jurisdictions.

The distribution of exempt income and gains arising from the disposal of investments by the Fund will be exempted from tax in the hands of the Unit Holders.

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

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

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

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

Yours faithfully,  
for and on behalf of

**PRICEWATERHOUSECOOPERS TAXATION SERVICES SDN BHD**

Lim Phaik Hoon  
Partner

PricewaterhouseCoopers Taxation Services Sdn Bhd have given their written consent to the inclusion of their report as taxation adviser in the form and context in which they appear in this First Supplementary Prospectus and have not, before the date of issue of the First Supplementary Prospectus, withdrawn such consent.

**THIS FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2018 IS TO BE READ IN CONJUNCTION WITH THE FIRST PROSPECTUS DATED 25 MAY 2017**

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

The effect of this is that any gains or profits received and expenses incurred, in lieu of interest, in transactions conducted in accordance with the principles of Shariah, will be accorded the same tax treatment as if they were interest.

- 2 Structured products approved by the SC are deemed to be “debenture” under the Capital Markets and Services Act 2007 and fall within the scope of exemption.
- 3 Pursuant to the Finance Act 2017 which was gazetted on 16 January 2017, interest income received for a wholesale fund which is a money market fund, the exemption shall only apply to a wholesale fund which complies with the criteria as set out in the relevant guidelines of the SC effective from year of assessment (“YA”) 2017.
- 4 Exemption granted through letters from Ministry of Finance Malaysia dated 11 June 2015 and 16 June 2015 and it is with effect YA 2015.
- 5 A real property company is a controlled company which owns or acquires real property or shares in real property companies with a market value of not less than 75 per cent of its total tangible assets. A controlled company is a company which does not have more than 50 members and is controlled by not more than 5 persons.
- 6 Resident companies with paid up capital in respect of ordinary shares of RM2.5 million and below will pay tax at 18 per cent for the first RM500,000 of chargeable income with the balance taxed at 24 per cent.

With effect from YA 2009, the above shall not apply if more than –

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

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

- 7 Pursuant to the Finance Act (No.2) Act 2017 which was gazetted on 29 December 2017, the individual income tax rates for resident individuals were reduced by 2 percent for the following 3 chargeable income bands effective YA 2018.

Chargeable Income	Rate of Income Tax
RM20,001 to RM35,000	Reduced from 5% to 3%
RM35,001 to RM50,000	Reduced from 10% to 8%
RM50,001 to RM70,000	Reduced from 16% to 14%



# EASTSPRING INVESTMENTS ISLAMIC SMALL-CAP FUND

## PROSPECTUS

This Prospectus is dated 25 May 2017.

The date of constitution of the Eastspring Investments Islamic Small-cap Fund is 25 May 2017\*.

\*The constitution date of this Fund is also the launch date of this Fund.

### **MANAGER**

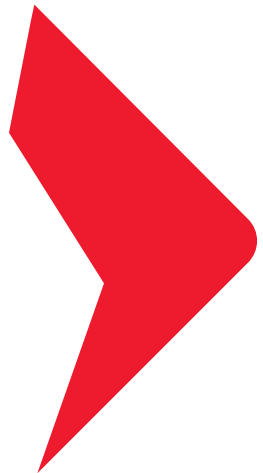
Eastspring Investments Berhad  
(531241-U)

### **TRUSTEE**

Deutsche Trustees Malaysia Berhad  
(763590-H)

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

**FOR INFORMATION CONCERNING CERTAIN RISK FACTORS  
WHICH SHOULD BE CONSIDERED BY PROSPECTIVE INVESTORS,  
SEE "RISK FACTORS" COMMENCING ON PAGE 12.**



## RESPONSIBILITY STATEMENT

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

## STATEMENTS OF DISCLAIMER

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

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

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

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

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## ADDITIONAL STATEMENTS

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

Eastspring Investments Islamic Small-cap Fund has been certified as Shariah-compliant by the Shariah adviser appointed for the Fund.

# TABLE OF CONTENTS

1. DEFINITIONS .....	1
2. CORPORATE DIRECTORY .....	5
3. FUND INFORMATION .....	7
4. FEES, CHARGES AND EXPENSES .....	19
5. TRANSACTION INFORMATION .....	27
6. THE MANAGEMENT AND THE ADMINISTRATION OF THE FUND .....	39
7. THE TRUSTEE .....	43
8. THE SHARIAH ADVISER .....	47
9. SALIENT TERMS OF THE DEED .....	51
10. APPROVALS AND CONDITIONS .....	59
11. RELATED PARTY TRANSACTION AND CONFLICT OF INTEREST .....	61
12. TAXATION ADVISER'S LETTER ON TAXATION OF THE FUND AND UNIT HOLDERS .....	65
13. ADDITIONAL INFORMATION .....	71
14. DOCUMENTS AVAILABLE FOR INSPECTION .....	75
15. COMPLIANCE WITH LAWS IN VARIOUS JURISDICTIONS .....	77
16. DIRECTORY OF SALES OFFICE .....	81



## 1. DEFINITIONS

In this prospectus, the following abbreviations or words shall have the following meanings unless expressly stated:

**“Act”** means the *Capital Markets and Services Act 2007* as may be amended from time to time;

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**“Authorised Distributors”** refers to Institutional Unit Trust Advisers (IUTA), Corporate Unit Trust Advisers (CUTA), Unit Trust Consultants (UTC), and any other entities authorised by the Manager to market and distribute the Fund;

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**“BNM”** means Bank Negara Malaysia;

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**“Bursa Malaysia”** means the stock exchange managed and operated by Bursa Malaysia Securities Berhad;

---

**“Business Day”** means a day in which Bursa Malaysia is open for trading;

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**“CUTA”** means Corporate Unit Trust Advisers, and is an institution, a corporation or an organisation that is licensed by the SC and registered with the Federation of Investment Managers Malaysia to market and distribute unit trust funds;

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**“Deed”** means the deed dated 28 March 2017 entered into between the Manager and the Trustee in respect of the Fund as may be modified by a supplemental deed from time to time;

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**“deposits”** mean moneys placed with financial institutions in fixed deposits or current account;

---

**“financial institution”**

- ▶ if the institution is in Malaysia -
    - i. licensed bank;
    - ii. licensed investment bank; or
    - iii. licensed Islamic bank;
  - ▶ if the institution is outside Malaysia, any institution that is licensed, registered, approved or authorised by the relevant banking regulator to provide financial services;
- 

**“Fund or Eastspring Islamic Small-cap”** means Eastspring Investments Islamic Small-cap Fund;

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**“GST”** means Goods and Services Tax;

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**“Guidelines”** means the Guidelines on Unit Trust Funds issued by the SC as may be amended from time to time;

---

**“IUTA”** means an Institutional Unit Trust Advisers and registered with the Federation of Investment Managers Malaysia to market and distribute unit trust funds;

---

**“liquid assets”** means any permitted investments capable of being converted into cash within seven (7) days;

---

**“long-term”** means a period of more than five (5) years;

---

**“Manager”** means Eastspring Investments Berhad;

---

**“Net Asset Value or NAV”** means the value of all the Fund’s assets less the value of all the Fund’s liabilities, at the point of valuation;

---

**“NAV per Unit”** means the NAV of the Fund divided by the number of Units in circulation, at the valuation point;

---

**“RM”** means Ringgit Malaysia, the official currency of Malaysia;

---

**“SAC”** means the Shariah Advisory Council;

---

**“SC”** means the Securities Commission Malaysia established under the Securities Commission Malaysia Act 1993;

---

**“Shariah”** means Islamic Law comprising the whole body of rulings pertaining to human conducts derived from sources of the Shariah;

---

**“Shariah adviser”** means IBFIM;

---

**“Shariah requirements”** is a phrase or expression which generally means making sure that any human conduct must

not involve any prohibition and that in performing that conduct all the essential elements that make up the conduct must be present and each essential element must meet all the necessary conditions required by the Shariah for that element;

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**“Trustee”** means Deutsche Trustees Malaysia Berhad;

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**“Unit(s)”** means an undivided share in the beneficial interest and/or right in the Fund and a measurement of the interest and/or right of a Unit Holder in the Fund;

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**“Unit Holder(s)”** or **“you”** means the person for the time being who is registered pursuant to the Deed as a holder of Units, including a jointholder;

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**“UTC”** means Unit Trust Consultant registered with the Federation of Investment Managers Malaysia to market and distribute unit trust funds; and

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**“warrants”** means securities that entitled the holder to exercise his rights to buy the underlying stock(s) of the issuing company at a fixed price called exercise price until the expiry date. For the purpose of this Fund, the underlying stock(s) must be in new shares.

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## 2. CORPORATE DIRECTORY

### MANAGER

---

NAME

EASTSPRING INVESTMENTS BERHAD

COMPANY NO.

531241-U

REGISTERED OFFICE

16<sup>th</sup> Floor, Wisma Sime Darby  
Jalan Raja Laut  
50350 Kuala Lumpur

BUSINESS OFFICE

Level 12, Menara Prudential  
No. 10, Jalan Sultan Ismail  
50250 Kuala Lumpur

TELEPHONE NO.

603-2052 3388

FAX NO.

603-2070 6129

EMAIL

cs.my@eastspring.com

WEBSITE

www.eastspringinvestments.com.my

### TRUSTEE

---

NAME

DEUTSCHE TRUSTEES MALAYSIA  
BERHAD

COMPANY NO.

763590-H

REGISTERED OFFICE & BUSINESS OFFICE

Level 20, Menara IMC  
No. 8, Jalan Sultan Ismail  
50250 Kuala Lumpur

TELEPHONE NO.

603-2053 7522

FAX NO.

603-2053 7526

### SHARIAH ADVISER

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NAME

IBFIM

COMPANY NO.

763075-W

REGISTERED ADDRESS

No. 149A, 149B, 151B  
Persiaran Raja Muda Musa  
42000 Port Klang  
Selangor Darul Ehsan

BUSINESS ADDRESS

3<sup>rd</sup> Floor, Menara Takaful Malaysia  
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TELEPHONE NO.

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FAX NO.

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EMAIL

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WEBSITE

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### 3. FUND INFORMATION

<b>Fund Name</b>	Eastspring Investments Islamic Small-cap Fund
<b>Base Currency</b>	Ringgit Malaysia
<b>Fund Category / Type</b>	Equity (small-cap Shariah) / Growth
<b>Initial Offer Period</b>	A period of twenty-one (21) days commencing from 25 May 2017 to 14 June 2017
<b>Initial Offer Price</b>	RM0.5000
<b>Fund Objective</b>	The Fund seeks to provide capital appreciation by investing in small market capitalisation Shariah-compliant securities of companies with growth potential.

**ANY MATERIAL CHANGES TO THE FUND'S OBJECTIVE WOULD REQUIRE UNIT HOLDERS' APPROVAL.**

<b>Investment Strategy</b>	<p>The Fund seeks to achieve its objective by investing in Shariah-compliant equities and equity-related securities, such as rights and Shariah-compliant warrants of small-cap companies listed in Malaysia with market capitalisation up to RM5 billion. When the market capitalisation of the companies within the portfolio increase beyond RM5 billion after the point of acquisition, the Fund will not increase its holdings in Shariah-compliant equities and equity-related securities of such companies. However, the Fund may remain to be invested in those Shariah-compliant equities and equity-related securities which have grown over time in the Fund's portfolio.</p> <p>To identify such companies, the Manager will adopt a systematic fundamental research and valuation driven investment approach where quality of management, strength of business model, industry dynamics, driver of profitability and sustainability of earnings are assessed to identify stocks that market has undervalued and exploit such opportunities.</p> <p>The Fund is actively managed. However, the frequency of its trading activities will depend on market opportunities and the assessment of the Manager.</p> <p><b>Note:</b> small market capitalisation means companies listed in Malaysia with market capitalisation of up to RM5 billion at the point of acquisition.</p>
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<b>Asset Allocation</b>	<b>Asset Class</b>	<b>% of the Fund's NAV</b>
	Shariah-compliant equities and equity-related securities	Minimum of 70%
	Islamic deposits or Islamic liquid assets	Minimum of 1%
<b>Performance Benchmark</b>	80% FTSE Bursa Malaysia Small Cap Shariah Index + 20% FTSE Bursa Malaysia EMAS Shariah Index.	
	The composite benchmark index is a reflection of the Fund's average asset allocation over the long term as the Fund invests in small-cap companies which are listed in both FTSE Bursa Malaysia Small Cap Shariah Index and FTSE Bursa Malaysia EMAS Shariah Index.	
	<b>Source:</b> <a href="http://www.bursamalaysia.com">www.bursamalaysia.com</a>	
	<b>Note:</b> The risk profile of the Fund is different from the risk profile of the performance benchmark.	
<b>Income Distribution Policy</b>	Subject to the availability of income, distribution of income, if any, will be incidental, after deduction of taxation and expenses.	

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## TEMPORARY DEFENSIVE POSITIONS

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If and when the Manager considers the market, economic and political or other conditions to be adverse to the Fund, the Manager may take temporary defensive positions to respond to those conditions. In such circumstances, the Fund may hold up to 100% in Islamic deposits or Islamic liquid assets, which are defensive in nature.

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## RISK MANAGEMENT STRATEGIES

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The risk management strategies employed by the Manager includes the following:

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

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## PERMITTED INVESTMENTS

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Unless otherwise prohibited by the relevant authorities or any relevant law and provided always that there are no inconsistencies with the objective of the Fund, the Fund is permitted under the Deed to invest in the following:

- ▶ Shariah-compliant equities and equity-related securities such as rights and Shariah-compliant warrants;
- ▶ Islamic money market instruments;
- ▶ Islamic deposits with financial institutions;
- ▶ Islamic liquid assets;
- ▶ Shariah-compliant collective investment schemes; and
- ▶ Any other form of Shariah-compliant investments permitted by the relevant authorities from time to time.

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## INVESTMENT RESTRICTIONS AND LIMITS

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The Fund is subject to the following investment restrictions and limits:

- a. The value of the Fund's investments in unlisted Shariah-compliant securities must not exceed 10% of the Fund's NAV. This limit does not apply to Shariah-compliant securities that are:
  - ▶ Shariah-compliant equities not listed or quoted on a stock exchange but have been approved by the relevant regulatory authority for such listing and quotation, and are offered directly to the Fund by the issuer;
- b. The value of the Fund's investments in ordinary Shariah-compliant shares issued by any single issuer must not exceed 10% of the Fund's NAV;
- c. The value of the Fund's investments in transferable Shariah-compliant securities and Islamic money market instruments issued by any single issuer must not exceed 15% of the Fund's NAV;

- d. The value of the Fund's placement in Islamic deposits with any single institution must not exceed 20% of the Fund's NAV;
- e. The aggregate value of the Fund's investments in transferable Shariah-compliant securities, Islamic money market instruments and Islamic deposits issued by or placed with (as the case may be) any single issuer or institution must not exceed 25% of the Fund's NAV;
- f. The value of the Fund's investments in units or shares of any Shariah-compliant collective investment scheme must not exceed 20% of the Fund's NAV;
- g. The value of the Fund's investments in transferable Shariah-compliant securities and Islamic money market instruments issued by any group of companies must not exceed 20% of the Fund's NAV;
- h. The Fund's investments in transferable Shariah-compliant securities (other than sukuk) must not exceed 10% of the Shariah-compliant securities issued by any single issuer;
- i. The Fund's investments in Islamic money market instruments must not exceed 10% of the instruments issued by any single issuer. This limit does not apply to Islamic money market instruments that do not have a predetermined issue size;
- j. The Fund's investments in Shariah-compliant collective investment schemes must not exceed 25% of the units or shares in any Shariah-compliant collective investment scheme; and
- k. There will be no restriction or limits for Shariah-compliant securities or instruments issued or guaranteed by the Malaysian government or Bank Negara Malaysia (BNM).

The investment restrictions and limits mentioned herein must be complied with at all times based on the most up-to-date value of the Fund's investments. However, a 5% allowance in excess of the restrictions or limits is permitted where the restrictions or limits is breached through an appreciation or depreciation of the NAV (whether as a result of an appreciation or depreciation of the investments or as a result of redemption of units or payment made from the Fund.) The Manager will not make any further acquisitions to which the relevant restriction or limit is breached, and the Manager will within a reasonable period of not more than three (3) months from the date of the breach take all necessary steps and actions to rectify the breach.

<b>Investors' Profile</b>	Investors who: <ul style="list-style-type: none"> <li>▶ seek capital appreciation;</li> <li>▶ have high risk tolerance; and</li> <li>▶ adopt a long-term investment horizon.</li> </ul>
<b>Deed</b>	The deed dated 28 March 2017
<b>Financial Year End</b>	31 May

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## RISK FACTORS

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### General Risks of Investing in Unit Trust Fund

› **Market risk**

Market risk refers to potential losses that may arise from adverse changes in the market conditions. Market conditions are generally, affected by, amongst others, economic and political stability. If the market which the Shariah-compliant unit trust fund invests in suffers a downturn or instability due to adverse economic or political conditions, this may adversely impact the market prices of the investments of a Shariah-compliant unit trust fund.

› **Liquidity risk**

Liquidity risk refers to two scenarios. The first scenario is where an investment cannot be sold due to unavailability of a buyer for that investment. The second scenario is where the investment is thinly traded. This may cause the Shariah-compliant unit trust fund to dispose the investment at an unfavourable price in the market and may adversely affect investor's investment. This risk may be mitigated through stringent security selection process.

› **Inflation risk**

This risk refers to the risk that investor's investment in Shariah-compliant unit trust fund may not grow or generate income at a rate that keeps pace with inflation, thus resulting in the investor's decreasing purchasing power even though the investment in monetary terms may have increased.

› **Risk of non-compliance**

This risk arises from non-compliance with laws, rules and regulations, prescribed practices and the management company's internal policies and procedures, for example, due to oversight by the management company. Such non-compliance may force the management company to sell down the Shariah-compliant securities of the Shariah-compliant unit trust fund at a loss to rectify the non-compliance and in turn affect the value of investors' investment in the unit trust fund. To mitigate this risk, the Manager has put in place internal controls to ensure its continuous compliance with laws, rules and regulations, prescribed practices and the Manager's internal policies and procedures.

› **Management company risk**

The performance of a Shariah-compliant unit trust fund depends on the experience, expertise and knowledge of the management company. Should there be a lack of any of the above qualities by the management company, it may adversely affect the performance of the unit trust fund.

## Specific Risks when Investing in the Fund

### › Equity risk

Prices of a particular Shariah-compliant security may fluctuate in response to the circumstances affecting individual companies. As such, adverse price movements of a particular Shariah-compliant security invested by the Fund may adversely affect the Fund's NAV. The Manager strives to mitigate the impact of a particular Shariah-compliant security risk through portfolio diversification.

Meanwhile investing in Shariah-compliant equity-related securities such as rights and Shariah-compliant warrants, where price movement is dependent on the price movement of the underlying Shariah-compliant equities, the risk is generally higher than their underlying Shariah-compliant equities as these Shariah-compliant equity-related securities are leveraged form of investment. The price of Shariah-compliant equity-related securities generally fluctuates more than the underlying Shariah-compliant equities and consequently may affect the volatility of the Fund's NAV. To mitigate this risk, the Manager will conduct rigorous fundamental analysis of the underlying Shariah-compliant equities.

### › Reclassification of Shariah status risk

This is the risk that Shariah-compliant securities in the Fund may be reclassified to be Shariah non-compliant upon periodic review of the securities by the SAC of the SC. If this occurs, the Manager will adopt the necessary steps to dispose such securities. There may be opportunity loss to the Fund due to the Fund not being allowed to retain the excess capital gains derived from the disposal of the Shariah non-compliant equities. The value of the Fund may also be adversely affected in the event of a disposal of Shariah non-compliant equities at a price lower than the investment cost.

**Note:** Please refer to Shariah Investment Guidelines for details.

**THE ABOVE SHOULD NOT BE CONSIDERED TO BE AN EXHAUSTIVE LIST OF THE RISKS WHICH INVESTORS SHOULD CONSIDER BEFORE INVESTING IN THE FUND. INVESTORS SHOULD BE AWARE THAT AN INVESTMENT IN THE FUND MAY BE EXPOSED TO OTHER RISKS FROM TIME TO TIME. INVESTORS SHOULD CONSULT A PROFESSIONAL ADVISER FOR A BETTER UNDERSTANDING OF THE RISKS.**



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## ADDITIONAL INFORMATION IN RELATION TO SHARIAH-COMPLIANT FUND

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### 1. Shariah Investment Guidelines

The following matters are adopted by IBFIM in determining the Shariah status of the investments of the Fund.

#### INVESTMENT IN MALAYSIA

##### Equity:

Reference for investment in local equities and equity related securities is based on the list of Shariah-compliant securities issued by the SAC of the SC twice yearly on the last Friday of May and November which is readily available at the SC's website.

However, for Initial Public Offering ("IPO") companies that have yet to be determined the Shariah status by the SAC of the SC, IBFIM adopted the following analysis as a temporary measure in determining its Shariah status until the SAC of the SC releases the Shariah status of the respective companies.

##### › Core Business Activities Analysis

Companies whose activities are not contrary to the Shariah will be classified as Shariah-compliant securities. On the other hand, companies will be classified as Shariah non-compliant if they are involved in the following core business activities:

- a. Conventional financial services;
- b. Gambling and gaming;
- c. Manufacture or sale of non-halal products or related products (e.g. pork and liquor);
- d. Manufacture or sale of tobacco-based products or related products;
- e. Pornography;
- f. Weaponry;
- g. Entertainment activities that are not permitted by the Shariah; and
- h. Other activities deemed non-permissible according to the Shariah.

##### › Mixed Business Activities Analysis

For companies with activities comprising both permissible and non-permissible elements, IBFIM applies two analyses before they can be classified as Shariah-compliant. The analyses are as follows:

##### i. Qualitative Analysis

In this analysis, IBFIM will look into aspects of general public perception of the companies' images, core businesses which are considered important and *maslahah* (beneficial) to the Muslim ummah and the country, the non-permissible elements are very small and involve matters like *umum balwa* (common plight and difficult to avoid), *'uruf* (custom) and rights of the non-Muslim community which are accepted by the Shariah.

## ii. Quantitative Analysis

Companies which passed the above qualitative analysis will be further subject to quantitative analysis. IBFIM deduces the following to ensure that they are lower than the Shariah tolerable benchmarks:

### a. Business Activity Benchmarks

The 5% benchmark would be applicable to the following business activities:

- Conventional banking;
- Conventional insurance;
- Gambling;
- Liquor and liquor-related activities;
- Pork and pork-related activities;
- Non-halal food and beverages;
- Shariah non-compliant entertainment;
- Interest income<sup>1</sup> from conventional accounts and instruments (including interest income awarded arising from a court judgement or arbitrator);
- Dividends<sup>2</sup> from Shariah non-compliant investments;
- Tobacco and tobacco-related activities; and
- Other activities considered non-compliant according to Shariah.

#### Note:

<sup>1</sup> Interest income will be compared against the companies' overall revenue/sales/turnover/income.

<sup>2</sup> Dividends will be compared against the companies' profit before taxation.

The 20% benchmark would be applicable to the following activities:

- Hotel and resort operations;
- Share trading;
- Stockbroking business;
- Rental received from Shariah non-compliant activities; and
- Other activities considered non-compliant according to Shariah.

The contribution of Shariah non-compliant activities to the overall revenue or sales or turnover or income and profit before tax of the companies will be calculated and compared against the relevant business activity benchmarks.

### b. Financial Ratio Benchmarks

The financial ratios' applied are as follows:

#### ‣ Cash over Total Assets

Cash will only include cash placed in conventional accounts and instruments, whereas cash placed in Islamic accounts and instruments will be excluded from the calculation.

### › Debt over Total Assets

Debt will only include interest bearing debt whereas Islamic debt or financing or sukuk will be excluded from the calculation.

Both ratios, which are intended to measure riba and riba-based elements within a companies' balance sheet, must be lower than 33%.

Should any of the above deductions fail to meet the benchmarks, IBFIM will not accord Shariah-compliant status for the companies.

### Islamic Money Market Instruments:

IBFIM will verify any Islamic money market instruments, based on the data available at Bond Info Hub ([www.bondinfo.bnm.gov.my](http://www.bondinfo.bnm.gov.my)) and Fully Automated System for Issuing or Tendering (<https://fast.bnm.gov.my>).

## 2. Cleansing Process for the Fund

### a. Wrong Investment

This refers to Shariah non-compliant investment made by the fund manager. The said investment will be disposed or withdrawn of with immediate effect. In the event of the investment resulted in gain (through capital gain and/or dividend), the gain is to be channeled to *baitulmal* or any other charitable bodies as advised by the Shariah adviser. If the disposal of the investment results in losses to the Fund, the losses are to be borne by the fund manager.

### b. Reclassification of Shariah Status of the Fund's Investment

Reclassification of Shariah status refers to security which is reclassified as Shariah non-compliant by the SAC of the SC. The said security is to be disposed of soonest practical, once the total amount of dividends received and the market value of the Shariah non-compliant security held equal the original investment cost.

Any capital gains arising from the disposal of the Shariah non-compliant security made at the time of the announcement can be kept by the Fund. However, any excess capital gains derived from the disposal after the announcement day at a market price that is higher than the closing price on the announcement day is to be channeled to *baitulmal* or any charitable bodies as advised by the Shariah adviser.

## 3. Zakat (tithe) for the Fund

The Fund does not pay zakat on behalf of 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 confirms that the investment portfolio of the fund will comprise instruments that have been classified as Shariah-compliant by the SAC of the SC or the SAC of BNM. For instruments that are not classified as Shariah compliant by the SAC of the SC or the SAC of BNM, they will review and determine the Shariah status of the said instruments in accordance with the ruling issued by the Shariah adviser.

## **BASES OF VALUATION FOR THE FUND**

The bases of valuation of the respective assets classes of the Fund are as follows:

### **Shariah-compliant securities**

In respect of the Fund's investments in Shariah-compliant securities, the valuation is based on the market price obtained at the close of the stock exchange. However, if

- a. a valuation based on the market price does not represent the fair value of the Shariah-compliant securities, for example during abnormal market conditions; or
- b. no market price is available, including in the event of a suspension in the quotation of Shariah-compliant securities for a period exceeding fourteen (14) days, or such shorter period as agreed by the Trustee,

then the Shariah-compliant securities would be valued at fair value, as determined in good faith by the Manager based on the methods or bases approved by the Trustee after appropriate technical consultation.

### **Unlisted Shariah-compliant securities**

Investments in unlisted Shariah-compliant securities will be valued at fair value as determined in good faith by the Manager, on methods or bases which have been verified by the auditor of the Fund and approved by the Trustee.

### **Islamic money market instruments**

Islamic money market instruments such as Islamic commercial papers shall be valued at original purchase yields on a daily basis. The original purchase yields refer to the original price at the point of purchase and adjusted for amortisation of premiums or accretion of discounts, and Islamic negotiable instruments of deposits are valued based on the yield provided by the bank or the financial institution that issues the investments.

### **Islamic Deposits**

Islamic deposits placed with financial institutions will be valued each day by reference to the principal value of such investments and profit accrued thereon, if any, for the relevant period.

### **Unlisted Shariah-compliant collective investment schemes**

Investments in unlisted Shariah-compliant collective investment schemes will be valued based on the last published price per Unit.

## **VALUATION OF THE FUND**

### **Valuation Point**

The Fund will be valued at least once every Business Day. The Fund adopts a forward pricing basis which means that prices of Units will be calculated based on the NAV of the Fund at the next valuation point after the application to purchase or redeem Units is received by the Manager.

You may contact the Manager directly or visit the Manager's website, [www.eastspringinvestments.com.my](http://www.eastspringinvestments.com.my) to obtain the latest price of Units of the Fund.

### **POLICY ON GEARING**

The Fund is not permitted to obtain cash or other assets (including the borrowing of securities within the meaning of the Securities Borrowing and Lending Guidelines) to finance its activities. However the Fund may borrow cash for the purpose of meeting redemption request for Units and for short-term bridging requirement. Such borrowings are subjected to the following:

- ▶ the Fund's cash borrowing is only on a temporary basis and that borrowings are not persistent;
- ▶ the borrowing period should not exceed a month;
- ▶ the aggregate borrowings of the Fund should not exceed 10% of the Fund's NAV at the time the borrowing is incurred; and
- ▶ the Fund may only borrow from financial institutions.

A Shariah-compliant fund must seek Islamic financing for the above requirements.



## 4. FEES, CHARGES AND EXPENSES

All fees, charges and expenses payable by the Unit Holder and/or the Fund, as the case may be, are subject to GST at a rate of 6% or such other prescribed rate as may be imposed from time to time, and incurred by the Unit Holder directly when purchasing or redeeming Units of the Fund and indirectly when investing in the Fund. The fees, charges and expenses disclosed are exclusive of GST or any other taxes or duties that may be imposed by the government or other authorities from time to time.

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### FEES AND CHARGES

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Below are the fees and charges that you may **directly** incur when purchasing or redeeming Units of the Fund:

#### ► Sales Charge

The table below sets out the maximum rate of sales charge imposed by the Authorised Distributors:

Authorised Distributors	Sales charge as a percentage of the initial offer price during the initial offer period and thereafter, of the NAV per Unit
Manager	Up to 5.26%
IUTA	
UTC or CUTA	

The sales charge is negotiable due to the different levels of services provided by each Authorised Distributor and/or the size of the investment undertaken.

**Note:** All sales charges will be rounded to two (2) decimal places.

#### ► Repurchase Charge: Nil

#### ► Switching Fee

There is no switching fee imposed on switching of Units but Unit Holders have to pay the difference between sales charge if Unit Holders wish to switch into another fund with a higher sales charge. However, no sales charge will be imposed if the fund to be switched into has a lower sales charge than the other fund.

Switching from a Shariah-compliant fund to a conventional fund is not encouraged especially for Muslim Unit Holders.

#### ► Transfer Fee: Nil

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## FEES AND EXPENSES

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Below are the fees and expenses that you may indirectly incur when you invest in the Fund:

‣ **Annual Management Fee**

The Manager is entitled to a management fee of up to 1.50% of the Fund's NAV per annum calculated and accrued daily.

‣ **Annual Trustee Fee**

The Trustee is entitled to a trustee fee of up to 0.065% of the Fund's NAV per annum subject to a minimum of RM15,000 per annum of the Fund calculated and accrued daily.

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## OTHER EXPENSES RELATED TO THE FUND

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Only expenses that are directly related and necessary for the operation and administration of the Fund and permitted by the Deed may be charged to the Fund. The list of expenses related to the Fund is set out below:

- commissions or fees paid to brokers;
- auditors' fee;
- tax adviser's fee;
- Shariah adviser's fee;
- valuation fee\*;
- taxes;
- cost of printing the annual and interim reports;
- independent investment committee member fee;
- 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
- any other expenses allowed under the Deed.

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\* These are fees incurred for the valuation of any investment of the Fund by independent valuers for the benefit of the Fund.



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## **OTHER FEES AND CHARGES**

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### **› Other charges**

In executing transactions upon a Unit Holder's request, certain charges may be incurred. A Unit Holder shall bear these transaction charges, for instance bank charges, telegraphic or online transfer charges and courier charges. The Manager reserves the right to vary such conditions from time to time, which shall be communicated to the Unit Holder in writing.

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## **REBATES AND SOFT COMMISSIONS**

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Neither the Trustee nor the Manager is entitled to any rebates or to share in any commission from any dealer in consideration for direct dealings in the investments of the Fund. Accordingly, any rebates and shared commissions will be directed to the account of the Fund.

Notwithstanding the aforesaid, the Manager may receive goods and services by way of soft commissions provided always that the goods and services are of demonstrable benefit to the Unit Holder and in the form of research and advisory services that assist in the decision making process relating to the Fund's investments and executed on terms which are the most favourable for the Fund.

Soft commissions which are not allowed include, among others, entertainment allowance, travel, accommodation and membership fee.

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

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## CALCULATION OF UNIT PRICES

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### Pricing

#### Computation of NAV and NAV per Unit

NAV per Unit = NAV of the Fund / Units in circulation

#### Illustration: Computation of the NAV and NAV per Unit

NAV before deducting management fee and trustee fee		RM	50,000,000
<i>Less:</i> Management fee for the day (1.50% per annum) 50,000,000 X 1.50% / 365		RM	(2,054.79)
<i>Less:</i> Trustee fee for the day (0.065% per annum) 50,000,000 X 0.065% / 365		RM	(89.04)
NAV after deducting management fee and trustee fee	(a)	RM	49,997,856.17
Units in circulation	(b)		100,000,000
NAV per Unit (a) / (b)		RM	0.4999785617
NAV per Unit (rounded to four decimal places)		RM	0.5000

### Pricing Policy

#### ► Single Pricing Policy

The Manager adopts the single pricing policy, i.e. the selling price and repurchase price are fixed at the initial offer price during the Fund's initial offer period. After the initial offer period, the selling price and repurchase price will be the NAV per Unit rounded to four (4) decimal places.

The illustration of single pricing policy is provided in the following page.

#### ► Forward Pricing

The Fund is valued on a forward pricing basis. The daily NAV per Unit is valued at the next valuation point after the application to purchase or redeem Units is received by the Manager.

► **Incorrect pricing**

The Manager shall ensure that the Fund and the Units are correctly valued and priced according to the Deed and all relevant laws. Where there is a significant error in the valuation of the Fund and pricing of Units, the Manager shall take remedial action to correct the error. The Manager's remedial action will involve the reimbursement of money in the following manner:

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

The reimbursement of money shall be made to Unit Holder if the incorrect valuation and pricing:

- a. is equal or more than 0.50% of the NAV per Unit; and
- b. results in a sum total of RM10.00 or more.

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## ILLUSTRATION OF SINGLE PRICING

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### Illustration on how Units are allocated

- ▶ During initial offer period  
During the initial offer period, the selling price shall be RM0.5000

	Investment amount	RM10,000.00
<i>Add:</i>	Sales charge (5.26% X RM10,000)	RM 526.00
	Total amount payable by you	<u>RM10,526.00</u>
	Investment amount	RM10,000.00
<i>Divide:</i>	Initial offer price	RM 0.5000
	Number of Units purchased	<u>20,000</u>

- ▶ After initial offer period  
Assuming the NAV per Unit after the initial offer period is RM0.5100

	Investment amount	RM10,000.00
<i>Add:</i>	Sales charge (5.26% X RM10,000)	RM 526.00
	Total amount payable by you	<u>RM10,526.00</u>
	Investment amount	RM10,000.00
<i>Divide:</i>	NAV per Unit	RM 0.5100
	Number of Units purchased	<u>19,607.84</u>

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### Illustration on how redemption proceeds are calculated

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- ▶ During initial offer period  
During the initial offer period, the repurchase price shall be RM0.5000
- ▶ After initial offer period  
Assuming the NAV per Unit after the initial offer period is RM0.5020

	Units intended for redemption	10,000
	Repurchase amount (10,000 Units x RM0.5020)	RM 5,020.00
<i>Less:</i>	Repurchase charge (Nil)	(Nil)
	Net amount payable to you	<u>RM 5,020.00</u>

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## 5. TRANSACTION INFORMATION

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### DISTRIBUTION CHANNELS

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The Fund is distributed through the Manager's head office, branch offices and Authorised Distributors.

Should a Unit Holder wish to consider investment, subsequent investment, redemption, switching or transfer of Units, the Unit Holder must complete the relevant transaction forms which can be obtained from the distribution channels of the Manager.

Please refer to the Directory of Sales Office section at the end of this prospectus for more information.

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### HOW TO PURCHASE UNITS

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When purchasing Units of the Fund, investors must forward the following completed documents to the Manager:

<b>Individual</b>	<b>Non-individual</b>
<ul style="list-style-type: none"><li>› Master account opening form</li><li>› Transaction form</li><li>› Proof of payment which is acceptable by the Manager</li><li>› Suitability assessment form</li><li>› Certified true copy of identity card or passport</li><li>› Personal data protection notice form</li></ul>	<ul style="list-style-type: none"><li>› Master account opening form</li><li>› Transaction form</li><li>› Proof of payment which is acceptable by the Manager</li><li>› Suitability assessment form</li><li>› Certified true copy of board resolution</li><li>› Certified true copy of forms 24 and 49</li><li>› Certified true copy of corporate structure (where applicable)</li><li>› Certified true copy of identity card or passport of directors and authorised representatives</li><li>› Certified true copy of latest annual return and audited account (where applicable)</li><li>› Certified true copy of memorandum and articles of association ("M&amp;A")</li><li>› Certified true copy of forms 8, 9, 13, 20 and 44 (where applicable)</li><li>› Personal data protection notice form for directors and authorised representatives</li></ul>

A Unit Holder may be required to forward to the Manager additional documents to authenticate his or her identification when transacting Units of the Fund. The Manager reserves the right to reject any application without providing any reason.

The Manager allows a Unit Holder the convenience of maintaining all his or her investments in ONE single master account regardless of the number of funds in which he or she invest with the Manager.

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## **PURCHASE APPLICATION AND ACCEPTANCE**

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Purchase application should be accepted by the Manager before the cut-off time of 4.00 p.m. on any Business Day. When the purchase application is accepted by the Manager after the cut-off time state above, the purchase application will be deemed to have been received on the next Business Day. The cut-off time will be determined based on the time and date stamp made at the Manager's head office and branch offices.

The Units will be issued at the NAV per Unit calculated at the next valuation point (i.e. forward pricing) after the purchase application is deemed accepted by the Manager. A purchase application is deemed accepted upon the receipt of complete documentation and information as required by the Manager and cleared payments.

The Manager reserves the right to vary the terms and conditions of investment and payment modes from time to time, which shall be communicated to you in writing. The Manager reserves the right to reject any application without providing any reason. The Manager may also reject any application that is incomplete and/or not accompanied by the required documents.

Upon confirming your purchase of Units, you will receive a *confirmation of the master account details and confirmation advice - investment*.

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## **HOW TO PAY FOR AN INVESTMENT**

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A Unit Holder can make payment via telegraphic or online transfer by submitting the telegraphic or online transfer statement together with the application to the Manager.

A Unit Holder can also make payment by issuing cheque or bank draft made payable to "**Eastspring Investments Berhad**".

Cheques can be deposited directly into the Manager's bank account by using a bank deposit slip at any branch of the Manager's principal bankers stated below. The original client's copy of the bank deposit slip (proof of payment) must be sent together with the application for Units.

All fees, charges and expenses incurred or to be incurred for payment shall be borne by Unit Holder.



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

Details of the Manager's accounts with its principal bankers are as follows:

<b>Bank</b>	<b>Account no.</b>
Deutsche Bank (Malaysia) Berhad	0003111-00-0
Malayan Banking Berhad	514011-576079
Standard Chartered Bank Malaysia Berhad	312-143583032
HSBC Bank Malaysia Berhad	305-417255-101

## **HOW TO REDEEM UNITS**

Unit Holder may redeem all or some of the Units held on any Business Day by completing a transaction form.

Redemption application should be accepted by the Manager before the cut-off time of 4.00 p.m. on any Business Day. When redemption application is accepted by the Manager after the cut-off time stated above, the redemption application will be deemed to have been received on the next Business Day. The cut-off time will be determined based on the time and date stamp made at the Manager's head office and branch offices.

The Units will be repurchased at the NAV per Unit calculated at the next valuation point (i.e. forward pricing) after the redemption application is deemed accepted by the Manager. A redemption application is deemed accepted upon the receipt of complete documentation and information as required by the Manager.

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

Upon confirming your redemption of Units, you will receive a *confirmation advice - sell*.

Any correspondence and cheques will ONLY be sent to you at the correspondence address that is registered by the Manager as provided by you in your application form.

In the event the Units carry more than one Unit Holder's name, i.e. "Joint Application", redemption application will be signed by all the joint-holders. If the application specifies "Either Applicant to sign", any one Unit Holder who is registered as a joint-holder will have the authority to sign the redemption application. In all cases, redemption proceeds will be paid to the principal account holder or in the names of both account holders in the register of Unit Holder.

The Manager shall despatch the redemption proceeds to you within ten (10) calendar days via E-payment according to your bank account details as stated in the form from the date the Manager receives the duly completed transaction form. If you redeem immediately after the purchase of Units, the Manager shall have the right to withhold the redemption application until sufficient time has elapsed to ensure that the amount remitted by you (for purchase of Units) is realised and credited to the Manager's principal bank account.

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## **COOLING-OFF PERIOD & COOLING-OFF RIGHT**

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The cooling-off right is only given to an individual investor who is investing in any of the funds managed by the Manager for the first time but shall not include the following persons:

- ▶ the Manager's staff; and
- ▶ persons registered with a body approved by the SC to deal in unit trusts.

The cooling-off right allows Unit Holder the opportunity to reverse an investment decision which could have been unduly influenced by certain external elements or factors.

The refund to the Unit Holder pursuant to the exercise of his cooling-off right should be the sum of:

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

The cooling-off period shall be within six (6) Business Days which shall be effective from the date the Manager receives the duly completed transaction form.

Unit Holder may exercise cooling-off right on any Business Day by giving written notice to the Manager.

Cooling-off application should be accepted by the Manager before the cut-off time of 4.00 p.m. on any Business Day. When cooling-off application is accepted by the Manager after the cut-off time stated above, the cooling-off application will be deemed to have been received on the next Business Day. The cut-off time will be determined based on the time and date stamp made at the Manager's head office and branch offices.

The Manager reserves the right to vary the terms and conditions of cooling-off mode from time to time, which shall be communicated to you in writing.

Cooling-off proceeds will only be paid to Unit Holders once the Manager has received cleared funds for the original investment. Such proceeds shall be refunded to Unit Holder within ten (10) calendar days from the duly completed transaction form.

Upon confirming your cooling-off of Units, you will receive a *confirmation advice – cooling-off*.

## SWITCHING BETWEEN FUNDS

A Unit Holder is allowed to switch Units held in the Fund into another fund denominated in the same currency by completing a transaction form. There is no switching fee imposed on switching of Units but Unit Holders have to pay the difference of sales charge if Unit Holders wish to switch into another fund with a higher sales charge. However, no sales charge will be imposed if the Fund to be switched into has a lower sales charge than the other fund.

Switching from a Shariah-compliant fund to a conventional fund is not encouraged especially for Muslim Unit Holders.

Unit Holder is required to complete a transaction form for switching application. There is no limit on the frequency of switching. However, during the initial offer period, the units of other funds are not allowed to switch into Units of the Fund except at the Manager's discretion.

Switching application should be made before the cut-off time of 4.00 p.m. on any Business Day. When a switching application is received after the cut-off time stated above, the switching application will be deemed to have been received on the next Business Day. The cut-off time will be determined based on the time and date stamp made at the Manager's head office and branch offices.

The Units will be switched at NAV per Unit calculated at the next valuation point (i.e. forward pricing) after the switching application is received by the Manager. The Manager reserves the right to vary the terms and conditions for switching from time to time, which shall be communicated to you in writing.

The Manager reserves the right to charge the differential sales charge between the two (2) transacted funds.

The table below sets out the switching between funds with different sales charge.

Switching from existing fund	Switching to intended fund	
	Fund with NO sales charge	Fund with sales charge
Fund with sales charge	Switch at NAV per Unit of the Fund	Switch at NAV per Unit of the Fund, the differential sales charge between the two (2) funds shall be borne by the Unit Holder  <b>Note:</b> If a switch is made into the Units of the Fund from other fund with a higher sales charge imposed, no sales charge will be imposed on the Unit Holder.
Fund with NO sales charge		

Upon confirming your switching of Units, you will receive a *confirmation advice – switch*.

The table below sets out as a guide when the Unit Holder switches out of a fund into another fund managed by the Manager. All switches will be transacted on the same day except the following:

Switch out	Switch in	Switch out date	Switch in date
Local equity funds	Money market funds	T day	T + 1 day

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## TRANSFER OF UNITS

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A Unit Holder may transfer some or all of his or her Units held in the Fund to another Unit Holder by completing a transaction form.

A transfer is subject to the minimum balance and terms and conditions applicable for the Fund. However, both the transferor and the transferee should maintain the minimum holding of Units for the Fund after the transfer is made.

Transfer application form should be made before the cut-off time of 4.00 p.m. on any Business Day. The cut-off time will be determined based on the time and date stamp made at the Manager's head office and branch offices.

When transfer application is received after the cut-off time stated above, the transfer application will be deemed to have been received on the next Business Day. The Manager reserves the right to vary the terms and conditions for transfer from time to time, which shall be communicated to you in writing.

Upon confirming your transfer of Units, you will receive a *confirmation advice – transfer*.

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## HOW TO KEEP TRACK OF YOUR INVESTMENT

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A Unit Holder will receive annual and interim reports of the Fund from the Manager within two (2) months from the Fund's annual financial year end and semi-annual financial year end, respectively. Both the reports will disclose the performance and investment updates of the Fund.

A Unit Holder can always contact the Manager's client services personnel to assist in the following:

1. enquiry on latest Unit price and account balance;
2. any transaction related enquiries, for example switching, top up investment, transfer;
3. request to change personal details, for example address, telephone no;
4. request for confirmation advices on purchase and other transactions related to your Unit holdings, half yearly statements and copy of annual and/or interim reports; and
5. other queries regarding the Fund's performance.

A Unit Holder may communicate with the Manager via:

**Client services tel:** 603-2332 1000

**Client services fax:** 603-2052 3366

**Email:** cs.my@eastspring.com

A Unit Holder can obtain the Manager's latest information, products and services, and market outlook at the Manager's website, [www.eastspringinvestments.com.my](http://www.eastspringinvestments.com.my) or by registering a "My e-Account".

A Unit Holder can also review and track the performance of their Units by checking the Unit prices published daily on the Manager's website, [www.eastspringinvestments.com.my](http://www.eastspringinvestments.com.my).

**THE FUND'S ANNUAL REPORT IS AVAILABLE UPON REQUEST.**

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**AVENUE FOR ADVICE**

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Investors may

- ▶ visit any of the Manager's offices listed under the Directory of Sales Office section at the end of this prospectus; or
- ▶ contact any of the Manager's client services at 603-2332 1000 for advice in relation to the Fund; or
- ▶ contact any of the Manager's Authorised Distributors for further advice.

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**SUSPENSION OF SALE AND REDEMPTION OF UNITS**

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Pursuant to clause 10.22 of the Guidelines, the Trustee should suspend the dealing in Units of the Fund:

- a. where a request is made by the Manager to cancel Units to satisfy a redemption request in which the Trustee considers that it is not in the best interests of the Unit Holders to permit the Fund's assets to be sold or that the Fund's assets cannot be liquidated at an appropriate price or on adequate terms; or
- b. due to exceptional circumstances, where there is good and sufficient reason to do so, considering the interests of the Unit Holders.

**Please note that the transaction procedures such as investment, redemption, cooling-off, switching and transfer of Units via our distribution channels may differ from that described in this prospectus, and you are advised to check with the relevant distributor for details of these procedures.**

## TRANSACTION DETAILS

The table below sets out the **minimum initial and additional investment amount** for the Fund.

Fund name	Minimum initial investment		Minimum additional investment	
	Lump sum (RM)	Regular investment (RM)	Lump sum (RM)	Regular investment (RM)
Eastspring Islamic Small-cap	1,000	100	100	100

The table below sets out the **minimum redemption, switched out, transfer and holding of Units** for the Fund.

Fund name	Minimum redemption	Minimum switched out	Minimum transfer	Minimum holding
	Units	Units	Units	Units
Eastspring Islamic Small-cap	1,000	1,000 <b>Refer note 1</b>	Any number of Units <b>Refer note 2</b>	1,000

**Note 1:** If the Units in a Unit Holder's account are less than the minimum holding of Units after a switching application is made, all Units in the Fund will be switched automatically. There is no limit as to the frequency of switching transaction. However, the Manager may at its sole discretion disallow switching into any fund which is managed by the Manager from time to time.

**Note 2:** Both the transferor and transferee should maintain the minimum holding of Units for the Fund after a transfer is made.

The Manager reserves the right to change the minimum amounts and number of Units stipulated above from time to time. Should the Manager decide to increase the minimum amounts and number of units as stipulated under the transaction details section, the Manager shall notify the unit holders by way of a letter prior to the effective date of such change.

### Minimum Redemption (Units)

In the case of a partial redemption, instructions will be carried out only if the minimum holding of Units (being 1,000 Units or such other lower number of Units as the Manager may determine from time to time) remains in the Fund after redemption. If the Units in a Unit Holders' account are less than the minimum holding of Units after redemption application is made, all Units that the Unit Holder holds in the Fund will be redeemed automatically. The same applies for partial switching out.

### **Minimum Switched Out (Units)**

There is no limit on the frequency of switching; however, there is a minimum number of Units to be switched. The Manager may at its sole discretion disallow switching into any fund which is managed by the Manager from time to time.

If the Units in a Unit Holder's account are less than the minimum holding of Units after a switching application is made, all Units that the Unit Holder holds in the Fund will be switched automatically.

The units of other funds are not allowed to switch into Units of the Fund during initial offer period except at the Manager's discretion.

Switching from a Shariah-compliant fund to a conventional fund is not encouraged for Muslim Unit Holders.

### **Minimum Transfer (Units)**

Any number of Unit. Both the transferor and transferee should maintain the minimum holding of Units for the Fund after a transfer is made.

In the event a master account has more than one registered owner, the first-named Unit Holder (as determined by reference to the original master account application form) shall receive the confirmation advices, notices and correspondence with respect to the master account, as well as any redemption proceeds or income distribution or other distributions. In addition, such first-named Unit Holder shall have the voting rights, as permitted, associated with such Units.

In the case of joint-holders, any one of such joint-holders may vote either personally or by proxy as comprised in the joint-holding. If the joint-holders are present at any meeting either personally or by proxy, the joint-holder whose name stands first in the register of Unit Holder shall alone be entitled to vote.

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## **INCOME DISTRIBUTION POLICY**

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Subject to the availability of income, distribution of income, if any, will be incidental, after deduction of taxation and expenses.

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## **INCOME REINVESTMENT POLICY**

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Income distribution to a Unit Holder will automatically be reinvested into additional Units in the Fund at the NAV per Unit at the end of the Business Day of the income distribution date at no cost if Unit Holder did not elect the mode of distribution in the master account opening form or provide any written instruction to the Manager.

Should a Unit Holder elect the mode of distribution in the master account opening form or provide any written instruction to the Manager, the income distribution proceeds will either be paid by cheque or credited into the bank account located in Malaysia via telegraphic or online transfer at the cost and expense of the Unit Holder.

The Manager reserves the right to reinvest income distribution without providing any reason if the instruction in the master account opening form or written instruction is incomplete.

Distribution payment which is less than the amount of RM300 or such other amount which will be determined by the Manager will be reinvested into additional Units in the Fund at the NAV per Unit at the end of the Business Day of the income distribution date at no cost.

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#### **AUTO REINVESTMENT POLICY**

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Any moneys payable to a Unit Holder as a result of income distribution which remains unclaimed after six (6) months from the date of payment shall automatically be reinvested into additional Units of the Fund at the NAV per Unit on the closing of the fifteenth (15<sup>th</sup>) day after the said six (6) months period at no cost. In the event the fifteenth (15<sup>th</sup>) day falls on a non-Business Day, reinvestment will be made on the following Business Day.

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#### **UNCLAIMED MONEYS POLICY**

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Any unpresented cheques will be filed with and paid to the Registrar of Unclaimed Moneys after the lapse of one (1) year from the date of payment in accordance with the requirements of the Unclaimed Moneys Act 1965. A Unit Holder will have to liaise directly with the Registrar of Unclaimed Moneys to claim their moneys.

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#### **POLICY ON ANTI-MONEY LAUNDERING, ANTI-TERRORISM FINANCING AND PROCEEDS OF UNLAWFUL ACTIVITIES ACT 2001**

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The Manager has an anti-money laundering and anti-terrorism financing policy in place where Unit Holder's due diligence will be performed by the Manager and its Authorised Distributors on all Unit Holders without exception. Application for Units must be accompanied by proper identification documents for the Manager's verification. All Unit Holders will be checked against various reliable sources on money laundering, terrorism financing and proceeds of unlawful activities information. Enhanced due diligence process will be conducted on high risk Unit Holders which would require the Manager's senior management's review and approval, where applicable. Suspicious transactions, if any, will be reported to the Manager's internal money laundering prevention officer for further review and onward reporting to the Financial Intelligence and Enforcement Department ("FIED") of Bank Negara Malaysia and the SC.

In Compliance with the applicable anti-money laundering, anti-terrorism financing and proceeds of unlawful activities laws and the guidelines, the Manager, together with its Authorised Distributors reserve the right to request all relevant information pertaining to the Unit Holders' information as may, in the Manager's opinion or its Authorised Distributors' opinion, be necessary to verify the identity of Unit Holders.

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



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## 6. THE MANAGEMENT AND THE ADMINISTRATION OF THE FUND

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### **BACKGROUND OF THE MANAGER**

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Eastspring Investments Berhad was incorporated in November 2000 and is part of the Prudential Group. The ultimate parent company of the Prudential Group is Prudential plc whose shares are listed on the London, New York, Hong Kong and Singapore stock exchanges. The Manager is a duly approved unit trust management company by the SC on 5 January 2005 and holds a capital markets services licence for fund management and dealing in securities restricted to unit trust funds.

### **ROLES, DUTIES AND RESPONSIBILITIES OF THE MANAGER**

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The Manager is responsible for the daily management and administration of the Fund in accordance with the provisions of the Deed and all relevant laws and guidelines. The Manager may undertake cross trades through a dealer or a financial institution on an arm's length and fair value basis and subject to the best interest of the Unit Holder. The Manager's main duty includes:

- ▶ arranging for the sale and redemption of Units of the Fund;
- ▶ keeping proper records of the Fund and reporting to the Unit Holder; and
- ▶ providing sales, marketing and customer service support to the Unit Holder and fund distributors of the Fund.

The Manager has established a legal and compliance department under the supervision of the head of legal and compliance who is responsible for the legal and compliance functions of the Manager. The head of legal and compliance reports to the board of directors and the audit and compliance committee. The internal audit unit of the Prudential Group conducts all internal audit functions and reports to the audit and compliance committee.

### **MATERIAL LITIGATION AND ARBITRATION**

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As at 14 February 2017, the Manager is not engaged in any material litigation and arbitration, including those pending or threatened, and is not aware of any facts likely to give rise to any proceedings which might materially affect the business and/or financial position of itself and/or any of its delegates.

### **BOARD OF DIRECTORS**

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#### **Roles and Functions of the Board of Directors**

The board of directors oversee the overall management of Eastspring Investments Berhad. The board of directors comprise of five (5) members who meets every quarter or more frequently, when required.

- ▶ **Julian Christopher Vivian Pull**  
*Chairman, non-independent, non-executive director*

- › **Iskander bin Ismail Mohamed Ali**  
*Independent director, non-executive director*
- › **Khoo Chuan Keat**  
*Independent director, non-executive director*
- › **Michele Mi-Kyung Bang**  
*Non-independent, non-executive director*
- › **Raymond Tang Chee Kin**  
*Non-independent, executive director*

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## INVESTMENT COMMITTEE

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### **Roles and functions of the investment committee**

The investment committee is responsible for monitoring the investment management policies of the Fund in accordance with the objectives of the Fund and the provisions of the Deed.

The investment committee comprises of five (5) members who have experience in overseeing investment management functions.

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## FUND MANAGEMENT FUNCTION

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The Manager's investment team is headed by the chief investment officer. The chief investment officer is supported by a team of experienced fund managers who are responsible to manage the Fund.

### **Rudie Chan Chee Kong**

*Chief Investment Officer*

Rudie Chan joined the Manager in June 2015 and he is the **designated person responsible for the fund management of the Fund**. He is the chief investment officer and he is responsible to oversee the equities and fixed income teams of the Manager. Rudie brings with him over twenty-one (21) years of working experience in the investment industry, both in Malaysia and Hong Kong. He started his career as an investment analyst with ING Barings before moving on to several senior investment roles with Mayban Life, AIG Group and Great Eastern Life Assurance. Rudie holds a Bachelor of Commerce degree from Monash University and a Master of Commerce in Finance from The University of New South Wales, Australia. He is also a qualified Chartered Financial Analyst (CFA).

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## OTHER INFORMATION

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

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## 7. THE TRUSTEE

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### **BACKGROUND OF THE TRUSTEE**

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Deutsche Trustees Malaysia Berhad (“DTMB”) (Company No. 763590-H) was incorporated in Malaysia on 22 February 2007 and commenced business in May 2007. The Company is registered as a trust company under the Trust Companies Act 1949, with its business address at Level 20, Menara IMC, 8 Jalan Sultan Ismail, 50250 Kuala Lumpur.

DTMB is a member of Deutsche Bank Group (“Deutsche Bank”), a global investment bank with a substantial private client franchise. With more than 100,000 employees in more than 70 countries, Deutsche Bank offers financial services throughout the world.

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### **EXPERIENCE IN TRUSTEE BUSINESS**

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DTMB is part of Deutsche Bank’s Securities Services, which provides trust, agency, depository, custody and related services on a range of securities and financial structures. As at 14 February 2017, DTMB is the trustee for two hundred thirteen (213) collective investment schemes including unit trust funds, wholesale funds, exchange-traded funds and private retirement schemes.

DTMB’s trustee services are supported by Deutsche Bank (Malaysia) Berhad (“DBMB”), a subsidiary of Deutsche Bank Group, financially and for various functions, including but not limited to financial control and internal audit.

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### **ROLES, DUTIES AND RESPONSIBILITIES OF THE TRUSTEE**

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

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### **TRUSTEE’S DISCLOSURE OF MATERIAL LITIGATION**

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As at 14 February 2017, neither the Trustee nor its delegate is (a) engaged in any material litigation and arbitration, including those pending or threatened, nor (b) is aware of any facts likely to give rise to any proceedings which might materially affect the business or financial position of the Trustee and any of its delegate.

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## **TRUSTEE'S DELEGATE**

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The Trustee has appointed DBMB as the custodian of the assets of the Fund. DBMB is a wholly-owned subsidiary of Deutsche Bank AG. DBMB offers its clients access to a growing domestic custody network that covers over 30 markets globally and a unique combination of local expertise backed by the resources of a global bank. In its capacity as the appointed custodian, DBMB's roles encompass safekeeping of assets of the Fund; trade settlement management; corporate actions notification and processing; securities holding and cash flow reporting; and income collection and processing.

All investments of the Fund are registered in the name of the Trustee for the Fund, or where the custodial function is delegated, in the name of the custodian, to the order of the Trustee for the Fund. As custodian, DBMB shall act only in accordance with instructions from the Trustee.



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## 8. THE SHARIAH ADVISER

IBFIM has been appointed as the Shariah adviser for the Eastspring Investments Islamic Small-cap Fund (“the Fund”). IBFIM will also counsel the mechanism of the operations of the Fund’s activities to ensure that the operations of the Fund comply with Shariah requirements.

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### GENERAL INFORMATION OF IBFIM

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IBFIM was incorporated as a company limited by guarantee and not having share capital in Malaysia on 15 February 2007.

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### EXPERIENCE IN ADVISORY AND SERVICES

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IBFIM is registered with the SC to act as a Shariah adviser for Shariah-compliant collective investment schemes and sukuk issuance. IBFIM is also involved in numerous Shariah-compliant private mandates as well as the Shariah adviser for Islamic real estate investment trusts and Islamic asset management houses. As at 14 February 2017, IBFIM has one hundred twenty eight (128) funds under its supervision.

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### ROLES AND RESPONSIBILITIES OF IBFIM AS THE SHARIAH ADVISER

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

In line with the SC’s guidelines, the roles of IBFIM as the Shariah adviser are;

1. ensuring that the Fund is managed and administered in accordance with the Shariah principles;
2. providing expertise and guidance for the Fund in all matters relating to Shariah principles, including on the Fund’s deed and prospectus, its structure and investment process, and other operational and administrative matters;
3. consulting the SC who may consult the SAC of SC where there is any ambiguity or uncertainty as to an investment, instrument, system, procedure and/or process;
4. scrutinising the Fund’s compliance report as provided by the compliance officer, transaction report provided by or duly approved by the trustee and any other report deemed necessary for the purpose of ensuring that the Fund’s investments are in line with the Shariah principles;
5. preparing a report to be included in the Fund’s interim and annual reports certifying whether the Fund has been managed and administered in accordance with the Shariah principles;
6. ensuring that the Fund complies, with any guideline, ruling or decision issued by the SC, with regard to Shariah matters;

7. vetting and advising on the promotional materials of the Fund; and
8. assisting and attending to any ad-hoc meeting called by the SC and/or any other relevant authority.

The designated persons responsible for Shariah matters of the Fund are Mohd Asyraf bin Sharunudin and Ahmad Zakirullah bin Mohamed Shaarani.

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## PROFILE OF THE SHARIAH TEAM

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IBFIM's Shariah team consists of the following personnel:

### **Dato' Mohd Bakir bin Haji Mansor (Chairman, IBFIM Shariah Committee)**

**Dato' Mohd Bakir** is a member of the Shariah Advisory Body of Syarikat Takaful Malaysia Berhad and sits on the Shariah Panel Committee of Amanah Ikhtiar Malaysia.

Prior to joining IBFIM, Dato' Mohd Bakir was the Shariah Coordinator at Bank Islam Malaysia Berhad ("BIMB") and then the Secretary of the Shariah Advisory Council of BIMB, from 1984 to 2001. Previously, he served at the National Council for Islamic Religious Affairs in the Prime Minister's Department for 10 years from 1971. He was also a Chief Assistant Director at the Islamic Research Centre for 4 years from 1981. He holds a Shahadah Ulya from Kolej Islam Malaya.

Dato' Mohd Bakir was awarded "Anugerah Maulidur Rasul 1434H/2013M" by the government of Malaysia for his services in the Islamic finance industry.

### **Mohd Asyraf bin Sharunudin (Consultant, Shariah)**

**Mohd Asyraf Sharunudin** became a member of the Shariah Business Advisory team of IBFIM from November 2014. He is responsible in providing input on the advisory, consultancy and research functions with regard to Islamic banking, takaful, Islamic capital market and Shariah-compliant unit trust funds. A graduate of the International Islamic University Malaysia in Bachelor of Islamic Revealed Knowledge and Heritage (Fiqh and Usual al-Fiqh) (with Honours) Degree, his career started with the attachment to Shariah Department of Bank Muamalat Malaysia Berhad to deepen and strengthen the Shariah Research Unit for the banking sector. He was also experienced Islamic Capital Market Graduate Training Scheme under the Securities Commission to sharpen the knowledge in the said sector.

At present, he is pursuing his Master's Degree (with Honours) of Islamic Revealed Knowledge and Heritage (Fiqh and Usual al-Fiqh) from the International Islamic University Malaysia. He also serves as secretary as well as member of IBFIM Internal Shariah Committee (IISC). He is the designated person responsible for Shariah matters related to the Shariah-compliant funds management-related activities.

### **Ahmad Zakirullah bin Mohamed Shaarani (Shariah Advisor)**

**Ahmad Zakirullah** is a member of Shariah Committee of the United Overseas Bank Malaysia Berhad. He joined IBFIM in February 2008. He is responsible in providing Shariah input on the advisory, consultancy and research functions with regard to Islamic banking, takaful, Islamic capital market and Shariah-compliant funds. Prior to joining IBFIM, he served at University Sains Islam Malaysia and PTPL College.

He obtained his Diploma of Shariah Islamiyyah (Honours) from Higher Institute of Islamic and Arabic Language (MADIWA), Perak, Bachelor of Shariah Islamiyyah (Honours) Degree from Al-Azhar University, Egypt and Master's Degree (with Honours) of Islamic Revealed Knowledge and Heritage (Fiqh and Usul al-Fiqh) from the International Islamic University Malaysia. He is the designated person responsible for Shariah matters related to the Shariah-compliant funds management-related activities.



## 9. SALIENT TERMS OF THE DEED

**Please be advised that if you invest in Units through an IUTA which adopts the nominee system of ownership, you would not be considered to be a Unit Holder under the Deed and you may, consequently, not have all the rights ordinarily exercisable by a Unit Holder (for example, the right to call for a Unit Holder's Meeting and to vote thereat and the right to have your particulars appearing in the register of Unit Holders of the Fund).**

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### RIGHTS OF UNIT HOLDERS

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As a Unit Holder of the Fund, and subject to the provisions of the Deed, you have the right:

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

However, you would not have the right to require the transfer to you any of the assets of the Fund. Neither would you have the right to interfere with or to question the exercise by the Trustee (or the Manager on the Trustee's behalf) of the rights of the Trustee the registered owner of such assets.

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### LIABILITIES OF UNIT HOLDERS

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

1. you will not be liable for any amount in excess of the purchase price paid for the Units as determined in accordance with the Deed at the time the Units were purchased and any charges payable in relation thereto.
2. you will not be under any obligation to indemnify the Manager and/or the Trustee in the event that the liabilities incurred by the Manager and/or the Trustee in the name of or on behalf of the Fund pursuant to and/or in the performance of the provisions of the Deed exceed the value of the assets of the Fund.

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## **MAXIMUM FEES AND CHARGES PERMITTED BY THE DEED**

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The maximum rate of direct fees and charges permitted by the Deed are as follows:

<b>Charges</b>	<b>% of the NAV per Unit</b>
Sales charge	6.00%
Repurchase charge	2.00%

The maximum rate of indirect fees and charges permitted by the Deed are as follows:

<b>Fees</b>	<b>% of the Fund's NAV per annum</b>
Annual management fee	2.00%
Annual trustee fee	0.20% (subject to a minimum of RM15,000 per annum)

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## **PROCEDURES TO INCREASE THE DIRECT AND INDIRECT FEES AND CHARGES DISCLOSED IN THE PROSPECTUS**

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### **Sales Charge**

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

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

### **Repurchase Charge**

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

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



### **Annual Management Fee**

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

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

### **Annual Trustee Fee**

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

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

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## **PROCEDURES TO INCREASE THE MAXIMUM RATE OF THE DIRECT AND INDIRECT FEES AND CHARGES IN THE DEED**

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Any increase in the sales charge, repurchase charge, annual management fees and annual trustee fees above the maximum rate prescribed in the Deed will require the prior consent of the Unit Holders of the Fund and the registration of a supplemental deed and the issuance of a supplementary or replacement prospectus.

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## **PERMITTED EXPENSES PAYABLE BY THE FUND**

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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 brokers in effecting dealings in the investments of the Fund, shown on the contract notes or confirmation notes;
- b. taxes and other duties charged on the Fund by the government and/or other authorities;

- c. costs, fees and expenses properly incurred by the auditor;
- d. costs, fees and expenses incurred for the valuation of any Shariah-compliant investment of the Fund by independent valuers for the benefit of the Fund;
- e. costs, fees and expenses incurred for any modification of the Deed save the where such modification is for the benefit of the Manager and/or the Trustee;
- f. 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;
- g. costs, commissions, fees and expenses of the sale, purchase, takaful and any other dealing of any asset of the Fund;
- h. costs, fees and expenses incurred in engaging any specialist approved by the Trustee for investigating or evaluating any proposed Shariah-compliant investment of the Fund;
- i. costs, fees and expenses incurred in engaging any valuer, adviser or contractor for the benefit of the Fund;
- j. costs, fees and expenses incurred in the preparation and audit of the taxation, returns and accounts of the Fund;
- k. costs, fees and expenses incurred in the termination of the Fund or the removal of the Trustee or the Manager and the appointment of a new trustee or management company;
- l. costs, fees and expenses incurred in relation to any arbitration or other proceedings concerning the Fund or any asset of the Fund, including proceedings against the Trustee or the Manager by the other for the benefit of the Fund (save to the extent that legal costs incurred for the defence of either of them are not ordered by the court to be reimbursed by the Fund);
- m. remuneration and out of pocket expenses of the independent members of the investment committee of the Fund, unless the Manager decides otherwise;
- n. costs, fees and expenses deemed by the Manager to have been incurred in connection with any change or the need to comply with any change or introduction of any law, regulation or requirement (whether or not having the force of law) of any governmental or regulatory authority;
- o. (where the custodial function is delegated by the Trustee) charges and fees paid to sub-custodians taking into custody any foreign assets or investments of the Fund;
- p. 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;
- q. all costs and/or expenses associated with the distributions declared pursuant to the Deed and the payment of such distribution including without limitation fees, costs and/or expenses for the revalidation or reissuance of any distribution cheque or telegraphic transfer; and
- r. any tax such as GST and/or other indirect or similar tax now or hereafter imposed by law or required to be paid in connection with any costs, fees and expenses incurred under sub-paragraphs (a) to (q) above.

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## REMOVAL, REPLACEMENT AND RETIREMENT OF THE MANAGER AND TRUSTEE

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### Removal or Replacement of the Manager

The Trustee shall take all reasonable steps to remove the Manager, if the Manager:

- a. has failed or neglected to carry out its duties to the satisfaction of the Trustee and the Trustee considers that it would be in the interests of Unit Holders for it to do so after the Trustee has given notice to the Manager of that opinion and the reasons for that opinion, and has considered any representations made by the Manager in respect of that opinion, and after consultation with the relevant authorities and with the approval of the Unit Holders by way of a special resolution; or
- b. is in breach of any of its obligations or duties under the Deed or the relevant laws; or
- c. has ceased to be eligible to be a management company under the relevant laws; or
- d. has gone into liquidation, except for the purpose of amalgamation or reconstruction or some similar purpose; or
- e. has had a receiver appointed; or
- f. has ceased to carry on business.

### Retirement of the Manager

The Manager shall have the power to retire in favour of some other corporation by giving to the Trustee three (3) months (or such other period as the Manager and the Trustee may agree upon) notice in writing of its desire so to do, provided such retirement is in accordance with the provisions of the Deed.

### Removal or Replacement of the Trustee

The Trustee may be removed and such corporation may be appointed as trustee of the Fund by special resolution of the Unit Holders at a duly convened meeting.

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

- a. the Trustee has ceased to exist; or
- b. the Trustee has not been validly appointed; or
- c. the Trustee was not eligible to be appointed or to act as Trustee under any relevant law; or
- d. the Trustee has failed or refused to act as Trustee in accordance with the provisions or covenants of the Deed or any relevant law; or
- e. a receiver has been appointed over the whole or a substantial part of the assets or undertaking of the Trustee and has not ceased to act under that appointment; or
- f. a petition has been presented for the winding up of the Trustee (other than for the purpose of and followed by a reconstruction, unless during or following such reconstruction the Trustee becomes or is declared insolvent); or
- g. the Trustee is under investigation for conduct that contravenes the Trust Companies Act 1949, the Trustee Act 1949, the Companies Act 1965 or any relevant law.

## **Retirement of the Trustee**

The Trustee may retire upon giving three (3) months (or such other period as the Manager and the Trustee may agree upon) notice in writing to the Manager of its desire so to do, provided such retirement is in accordance with the provisions of the Deed.

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## **TERMINATION OF THE FUND**

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### **Termination of the Fund by the Manager**

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

- ▶ the SC's authorisation is withdrawn pursuant to section 256E of the Act;
- ▶ 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 resolution, as required under section 301(2) of the Act; and
- ▶ a special resolution is passed at a Unit Holders' meeting to terminate or wind up the Fund.

### **Termination of the Fund by the Trustee**

In any of the following events:

- a. if the Manager has gone into liquidation, except for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the Trustee and the relevant authorities;
- b. if, in the opinion of the Trustee, the Manager has ceased to carry on business; or
- c. if, in the opinion of the Trustee, the Manager has to the prejudice of Unit Holders failed to comply with the provisions of the Deed or contravened any of the provisions of any relevant law.

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## **MEETING OF UNIT HOLDERS**

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### **Provisions governing 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 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.

### **Meetings directed by Unit Holders**

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, summon a meeting of the Unit Holders by:

- a. sending by post to each Unit Holder at his last known address or, in the case of jointholders, to the jointholder whose name stands first in the records of the Manager to the jointholder's last known address 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.

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

- a. requiring the retirement or removal of the Manager;
- b. requiring the retirement or removal of the Trustee;
- c. considering the most recent financial statements of the Fund;
- d. giving to the Trustee such directions as the meeting thinks proper; or
- e. considering any matter in relation to the Deed.

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

### **Unit Holders meeting convened by the Manager or Trustee**

Unless otherwise required or allowed by the relevant laws and the Deed, the Manager or the Trustee may convene a Unit Holders' meeting pursuant to the relevant provisions of the Deed by giving Unit Holders' at least fourteen (14) days written notice specifying the place and time of the meeting and the terms of the resolutions to be proposed.

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## **SUSPENSION OF DEALING IN UNITS**

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The suspension of sale and/or redemption of Units shall only be carried out if the interests of the Unit Holders would, in so far as the Trustee is concerned, be materially affected if the sale and/or redemption of units were not suspended. Other than this situation, the Trustee may, without the consent of the Unit Holders, suspend the sale and/or redemption of Units in exceptional circumstances when there is good and sufficient reason to do so having regard to the interests of the Unit Holders. In such a case, the period of the suspension shall not exceed such time as may be prescribed by any relevant law unless the consent of the Unit Holders has been obtained.



## 10. APPROVALS AND CONDITIONS

There are no other approvals required, sought or pending from any relevant authorities in respect of the Fund.





## 11. RELATED PARTY TRANSACTIONS AND CONFLICT OF INTEREST

Eastspring Investments (Singapore) Limited and the Manager are within the same group of companies i.e. the Prudential group of companies; therefore there is a possibility of conflict of interest element and/or related party transactions. However, the Manager has in place policies and procedures to deal with any conflict of interest and/or related party transactions situations. All transactions with related parties are to be executed on terms which are best available to the Fund and based on best execution and at arms-length transaction between independent parties.

The Manager observes high standards of integrity and fair dealing to your best and exclusive interests. The Manager will not conduct transactions in any manner which will result in unnecessary costs or risk to the Fund. The Manager will also avoid conflicts of interest and will act in a manner so as to avoid any disadvantage to the Fund, if such conflicts should arise. The Manager shall not, without the Trustee's prior approval, invest any monies available under the Deed in any securities, property and assets in which the Manager or any of the Manager's officer (includes directors and staff) has a financial interest or from which the Manager or any of the Manager's officer, derives benefit.

A person shall be deemed to have a financial interest in securities if he or she has an interest or interests in one or more voting shares in the company and the nominal amount of that share, or the aggregate of the nominal amounts of those shares, is not less than five per centum (5%) of the aggregate of the nominal amounts of all the voting shares in the company.

In making an investment transaction for the Fund, the Manager is obliged not to make improper use of our position in managing the Fund to gain, directly or indirectly, any advantage for the Manager or for any other person or to cause detriment to your interests. If the interests of the directors or the investment committee members conflict with the interests of the Fund, they will not be allowed to participate in the decision-making process in respect of the matter. Additionally, the Manager's, directors, investment committees and employees have to disclose their personal dealings to the compliance unit, which monitors such dealings.

As at 14 February 2017 none of the Manager's directors or substantial shareholders has any direct or indirect interest in other corporations carrying on a similar business as the Manager.

None of the Manager's advisers have any existing or potential interests or conflicts of interest in an advisory capacity in the Fund or the Manager.

### **Deutsche Trustees Malaysia Berhad**

As the Trustee for the Fund, there may be related party transactions involving or in connection with the Fund in the following events:

1. Where the Fund invests in the products offered by Deutsche Bank AG and any of its group companies (e.g. money market placement, etc.);
2. Where the Fund has obtained financing from Deutsche Bank AG and any of its group companies, as permitted under the SC's Guidelines and other applicable laws;

3. Where the Manager appoints Deutsche Bank (Malaysia) Berhad (“DBMB”) to perform its back office functions (e.g. fund accounting and valuation); and
4. Where the Trustee has delegated its custodian functions for the Fund to DBMB.

The Trustee will rely on the Manager to ensure that any related party transactions, dealings, investments and appointments are on terms which are the best that are reasonably available for or to the Fund and are on an arm’s length basis as if between independent parties.

While the Trustee has internal policies intended to prevent or manage conflicts of interests, no assurance is given that their application will necessarily prevent or mitigate conflicts of interests. The Trustee’s commitment to act in the best interests of the Unit Holders of the Fund does not preclude the possibility of related party transactions or conflicts.

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## 12. TAXATION ADVISER'S LETTER ON TAXATION OF THE FUND AND UNIT HOLDERS

(Prepared for inclusion in this prospectus)

### **PricewaterhouseCoopers Taxation Services Sdn Bhd**

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

### **The Board of Directors**

Eastspring Investments Berhad  
Level 12, Menara Prudential  
10, Jalan Sultan Ismail  
50250 Kuala Lumpur

Date: 13 March 2017

### **TAXATION OF THE FUNDS AND UNIT HOLDERS**

Dear Sirs,

This letter has been prepared for inclusion in the prospectus in connection with the offer of Units in the Eastspring Investments Islamic Small-cap Fund ("the Fund").

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

### **TAXATION OF THE FUND**

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

#### **1. Domestic Investments**

##### **i. General taxation**

Subject to certain exemptions, the income of the Fund consisting of dividends, interest income or profit<sup>1</sup> (other than interest income and profit<sup>1</sup> which is exempt from tax) and other investment income derived from or accruing in Malaysia, after deducting tax allowable expenses, is liable to Malaysian income tax at the rate of 24 per cent.

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

## ii. Dividends and Other Exempt Income

Effective 1 January 2014, all companies would adopt the single-tier system. Hence dividends received would be exempted from tax and the deductibility of expenses incurred against such dividend income would be disregarded. There will no longer be any tax refunds available for single-tier dividends received. Dividends received from companies under the single-tier system would be exempted.

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

Interest or discount income or profit<sup>1</sup> derived from the following investments is exempt from tax:

- a. Securities or bonds issued or guaranteed by the government of Malaysia;
- b. Debentures<sup>2</sup> or sukuk other than convertible loan stocks, approved or authorised by, or lodged with, the SC; and
- c. Bon Simpanan Malaysia issued by Bank Negara Malaysia.

Interest income or profit<sup>1</sup> derived from the following investments is exempted from tax:

- a. Interest income or profit<sup>1</sup> paid or credited by any bank or financial institution licensed under the Financial Services Act 2013 and Islamic Financial Services Act 2013 and Islamic Financial Services Act 2013<sup>3</sup>;
- b. Interest or profit<sup>1</sup> paid or credited by any development financial institution regulated under the Development Financial Institutions Act 2002; and
- c. Bonds, other than convertible loan stocks, paid or credited by any company listed in Bursa Malaysia Securities Berhad ACE Market; and
- d. Interest income or profit<sup>1</sup> paid or credited by Malaysia Building Society Berhad<sup>4</sup>.

The interest income or profit<sup>1</sup> or discount income exempted from tax at the Fund's level will also be exempted from tax upon distribution to the Unit Holders.

## 2. Foreign Investments

Income of the Fund in respect of income received from overseas investment is exempt from Malaysian tax by virtue of Paragraph 28 of Schedule 6 of the Act and distributions from such income will be tax exempt in the hands of the Unit Holders. Such income from foreign investments may be subject to foreign taxes or withholding taxes. Any foreign tax suffered on the income in respect of overseas investment is not tax refundable to the Fund.

The foreign income exempted from Malaysian tax at the Fund level will also be exempted from tax upon distribution to the Unit Holders.

### 3. Tax Deductible Expenses

Expenses wholly and exclusively incurred in the production of gross income are allowable as deductions under Section 33(1) of the Act. In addition, Section 63B of the Act provides for tax deduction in respect of Managers' remuneration, expenses on maintenance of the register of Unit Holders, share registration expenses, secretarial, audit and accounting fees, telephone charges, printing and stationery costs and postages based on a formula subject to a minimum of 10 per cent and a maximum of 25 per cent of the expenses. The above expenses will include the relevant irrecoverable Goods and Services Tax ("GST") incurred by the Fund.

### 4. Real Property Gains Tax ("RPGT")

With effect from 1 January 2014, any gains on disposal of real properties or shares in real property companies<sup>5</sup> would be subject to RPGT as follows:

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

### 5. Goods and Services Tax

GST has been implemented effective 1 April 2015 at the rate of 6% to replace the existing sales tax and service tax. Based on the guideline<sup>6</sup> issued, the Fund, being collective investment vehicle, will be making exempt supplies. Hence, the Fund is not required to be registered as GST purposes. However, the Fund will incur expenses such as management fees, trustee fees and other administrative charges which will be subject to 6 per cent GST. The 6 per cent input tax incurred on such expenses will not be claimable by the Fund and represents a cost to the Fund.

## TAXATION OF UNIT HOLDERS

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

Corporate Unit Holders, resident<sup>7</sup> and non-resident, will generally be liable to income tax at 24 per cent on distribution of income received from the Fund. The tax credits attributable to the distribution of income can be utilised against the tax liabilities of these Unit Holders.

Individuals and other non-corporate Unit Holders who are tax resident in Malaysia will be subject to income tax at graduated rates ranging from 1 per cent to 28 per cent. Individuals and other non-corporate Unit Holders who are not resident in Malaysia will be subject to income tax at 28 per cent. The tax credits attributable to the distribution of income will be utilised against the tax liabilities of these Unit Holders.

Non-resident Unit Holders may also be subject to tax in their respective jurisdictions and depending on the provisions of the relevant tax legislation and any double tax treaty with Malaysia, the Malaysian tax suffered may be creditable in the foreign tax jurisdictions.

The distribution of exempt income and gains arising from the disposal of investments by the Fund will be exempted from tax in the hands of the Unit Holders.

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

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

Unit splits issued by the Fund is not taxable in the hands of Unit Holders.

The issuance of Units by the Fund is an exempt supply. The selling or redemption of the Units is also an exempt supply and therefore is not subject to GST. Any fee based charges related to buying of the Units such as sales or service charge or switching fees will be subject to GST at a standard rate of 6 per cent.

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

Yours faithfully,  
for and on behalf of

**PRICEWATERHOUSECOOPERS TAXATION SERVICES SDN BHD**

Lim Phaik Hoon  
Senior Executive Director



PricewaterhouseCoopers Taxation Services Sdn Bhd have given their written consent to the inclusion of their report as taxation adviser in the form and context in which they appear in this prospectus and have not, before the date of issue of the prospectus, withdrawn such consent.

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- <sup>1</sup> Under section 2(7) of the Income Tax Act 1967, any reference to interest shall apply, mutatis mutandis, to gains or profits received and expenses incurred, in lieu of interest, in transaction conducted in accordance with the principles of Shariah.
  - <sup>2</sup> Structured products approved by the SC are deemed to be “debenture” under the Capital Markets and Services Act, 2007 and fall within the scope of exemption.
  - <sup>3</sup> Pursuant to the Finance Act 2017 which was gazetted on 16 January 2017, interest income received for a wholesale fund which is a money market fund, the exemption shall only apply to a wholesale fund which complies with the criteria as set out in the relevant guidelines of the Securities Commission Malaysia effective from YA 2017.
  - <sup>4</sup> Exemption granted through letters from Ministry of Finance Malaysia dated 11 June 2015 and 16 June 2015 and it is with effect YA 2015.
  - <sup>5</sup> A real property company is a controlled company which owns or acquires real property or shares in real property companies with a market value of not less than 75 per cent of its total tangible assets. A controlled company is a company which does not have more than 50 members and is controlled by not more than 5 persons.
  - <sup>6</sup> Pursuant to Goods And Services Tax Guide on Fund Management (as at 11 April 2016) issued by the Royal Malaysian Customs.
  - <sup>7</sup> Resident companies with paid up capital in respect of ordinary shares of RM2.5 million and below will pay tax at 19\* per cent for the first RM500,000 of chargeable income with the balance taxed at 24 per cent.  
  
With effect from YA 2009, the above shall not apply if more than –
    - a. 50 per cent of the paid up capital in respect of ordinary shares of the company is directly or indirectly owned by a related company;
    - b. 50 per cent of the paid up capital in respect of ordinary shares of the related company is directly or indirectly owned by the first mentioned company;
    - c. 50 per cent of the paid up capital in respect of ordinary shares of the first mentioned company and the related company is directly or indirectly owned by another company.

“Related company” means a company which has a paid up capital in respect of ordinary shares of more than RM2.5 million at the beginning of the basis period for a year of assessment.
  - \* Pursuant to the Finance Act 2017 which was gazetted on 16 January 2017, the tax rate for the first RM500,000 of chargeable income will be reduced to 18 per cent effective from YA 2017.



## 13. ADDITIONAL INFORMATION

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### LODGING A COMPLAINT

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1. To lodge a complaint or for an internal dispute resolution, you can contact our client services at 603-2332 1000.
2. Investor can contact FIMM Complaints Bureau:

(a) via phone to	:	603-2092 3800
(b) via fax to	:	603-2093 2700
(c) via email to	:	complaints@fimm.com.my
(d) via online complaint form	:	www.fimm.com.my
(e) via letter to	:	Legal, Secretarial & Regulatory Affairs Federation of Investment Managers Malaysia 19-06-1, 6 <sup>th</sup> Floor Wisma Tune No. 19, Lorong Dungun Damansara Heights 50490 Kuala Lumpur

3. Should an individual or a sole proprietor investor be dissatisfied with the outcome of the internal dispute resolution process, he may refer his dispute to the Securities Industry Dispute Resolution Center (SIDREC) via the following modes. The individual or a sole proprietor investor may do so within 180 days of receiving the final answer from the Manager or after 90 days from filing the complaint (if there was no response from the Manager).

(a) via phone to	:	603-2282 2280
(b) via fax to	:	603-2282 3855
(c) via email to	:	info@sidrec.com.my
(d) via letter to	:	Securities Industry Dispute Resolution Center (SIDREC) Unit A-9-1, Level 9, Tower A Menara UOA Bangsar No. 5, Jalan Bangsar Utama 1 59000 Kuala Lumpur

4. The investor can also direct his complaint to the SC even if he has initiated a dispute resolution process with SIDREC. To make a complaint, please contact the SC's Investor Affairs & Complaints Department:

(a) via phone to the Aduan Hotline at	:	603-6204 8999
(b) via fax to	:	603-6204 8991
(c) via email to	:	aduan@seccom.com.my
(d) via online complaint form	:	www.sc.com.my
(e) via letter to	:	Investor Affairs & Complaints Department Securities Commission Malaysia No. 3, Persiaran Bukit Kiara Bukit Kiara 50490 Kuala Lumpur

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## 14. DOCUMENTS AVAILABLE FOR INSPECTION

Unit Holders may inspect without charge, at the registered office of the Manager or such other place as the SC may determine, the following documents or copies thereof, where applicable:

- ▶ the Deed;
- ▶ the current prospectus and supplementary or replacement prospectus, if any;
- ▶ the latest annual and interim reports of the Fund;
- ▶ each material contract disclosed in this prospectus and, in the case of contracts not reduced into writing, a memorandum which gives full particulars of the contracts;
- ▶ any report, letter or other document, valuation and statement by an expert, any part of which is extracted or referred to in this prospectus. Where a summary expert's report is included in this prospectus, the corresponding full expert's report shall be made available for inspection;
- ▶ where applicable, the audited financial statements of the Manager and the Fund for the current financial year and for the last three (3) financial years or if less than three (3) years, from the date of incorporation or commencement;
- ▶ writ and relevant cause papers for all material litigation and arbitration disclosed in this prospectus; and
- ▶ consents given by experts disclosed in this prospectus.





## 15. COMPLIANCE WITH LAWS IN VARIOUS JURISDICTIONS

In managing the Fund, the Manager may be obliged to comply with, observe or fulfill the requirements or expectations of the laws, regulations, orders, guidelines, codes, market standards and requests of or agreements with any public, judicial, tax, governmental or other regulatory authorities or self-regulatory bodies (the “*Authorities*” and each is an “*Authority*”) in various jurisdictions relating to any matter in connection with the Fund and/or the Manager’s business including without limitation, tax compliance, anti-money laundering, sanctions, anti-terrorism financing or the prevention and detection of crime (the “*Applicable Requirements*”) which may be amended, promulgated or introduced from time to time.

In this connection, the Manager may take all reasonable steps to ensure compliance with and adherence to the Applicable Requirements subject to compliance with the relevant laws in Malaysia.

### **Disclosure of information to the Authorities**

In complying with the Applicable Requirements and subject to the following, the Manager may be required to disclose any information relating to a Unit Holder and/or a Unit Holder’s investments to any Authority, including without limitation:

- a. the Unit Holder’s account number, investment and redemption details, and the amount of income distribution paid to the Unit Holder;
- b. if the Unit Holder is an individual, the name, nationality, address, tax identification number, and his United States person (“U.S. person”) status (if applicable); and
- c. if the Unit Holder is a corporation or any other type of entity, the name, registered office, business address, place of establishment, tax identification number, information of the management, substantial shareholders, legal and beneficial owners or controllers and its U.S. person status (if applicable).

If the Manager intends to disclose the information of a Unit Holder and/or a Unit Holder’s investments to any Authority, the Manager will seek the prior consent of such Unit Holder (unless such consent has already been given by the Unit Holder in the subscription or application form or in any other subsequent document, or unless the relevant laws in Malaysia provide otherwise) whether by mail or such other mode of communication as it deems appropriate.

Such disclosure may be sent by the Manager, its delegates or related corporations, or any other entity as the Manager deems fit.

If the Manager requires any further information or documents for the purposes of its disclosure to an Authority, the Manager may request and a Unit Holder shall provide the Manager with such further information or documents within such time as may be reasonably required by the Manager.

Notwithstanding the above, if such disclosure becomes mandatory under the relevant laws in Malaysia, the Manager shall be entitled to make such disclosure to the Authority without the prior consent of, or any notification to, a Unit Holder.

### **Updating of information by Unit Holder**

A Unit Holder shall provide his or her assistance as may be necessary (including, where required, providing the Manager with further information and documents relating to the Unit Holder, associated persons or affiliates and where the Unit Holder is a corporation or any other type of entity, further information and documents relating to its management, and legal and beneficial owners) to enable the Manager to comply with its obligations under the Applicable Requirements.

The Unit Holder will update the Manager in a timely manner of any change to any of the details previously provided to the Manager whether at the time of subscription or at any other times. In particular, it is very important that the Unit Holder notifies the Manager immediately if:

- a. the Unit Holder is an individual, and there is a change in his or her nationality, he or she acquires additional nationality or citizenship, or changes in his or her tax residency; or
- b. the Unit Holder is a corporation or any other type of entity, and there is a change in its registered office, business address, substantial shareholders or their details, legal and beneficial owners or controllers or their details.

If any of these changes occurs or if any other information comes to the Manager's attention concerning such changes, the Manager may be required to request certain documents or information from the Unit Holder. Such information and documents include but are not limited to duly completed and/or executed (and, if necessary, notarised) tax declarations or forms.

### **Effect of non-compliance by Unit Holder**

If:

- a. a Unit Holder does not provide the Manager with the information or documents or any other assistance requested by the Manager in a timely manner;
- b. a Unit Holder does not update the Manager in a timely manner of any change to any of the details previously provided to the Manager whether at the time of subscription or at any other times; or
- c. any information or document provided by a Unit Holder is not up-to-date, accurate or complete such that the Manager is unable to comply with or adhere to the Applicable Requirements,

the Manager will continue to request for such information or document from the Unit Holder by letter, email, telephone or any other manner which the Manager may deem appropriate. Such information or document is required to ensure that the Manager complies with or adheres to the Applicable Requirements and protects the interests of the Fund.

### **Notice on Personal Data Protection**

All personal data of a Unit Holder contained in the subscription or application form and all and any further personal data collected in the course of the business relationship with the Manager may be processed by the Manager or its delegates and other related corporation, including those established outside Malaysia, the Trustee or its delegates and any other intermediaries related to the Fund. Such data shall be processed for the purposes of account opening and administration, anti-money laundering requirements, tax identification (including for the purpose of compliance with the Applicable Requirements), processing of transaction(s) and/or any other general business purposes (except for direct marketing and promotion of the Manager's other products and services) by the Manager.

For the purposes of the aforesaid notice, the term "personal data" shall have the same meaning prescribed in the Personal Data Protection Act 2010 ("the PDPA") and the term "processed" shall have the same meaning as "processing" as prescribed in the PDPA.

Please refer to the subscription or application form for further details on the personal data protection requirements.



## 16. DIRECTORY OF SALES OFFICE

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### HEAD OFFICE

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Eastspring Investments Berhad  
Level 12, Menara Prudential  
No. 10, Jalan Sultan Ismail  
50250 Kuala Lumpur

**General tel:** 603-2052 3388

**General fax:** 603-2070 6129

**Client services tel:** 603-2332 1000

**Client services fax:** 603-2052 3366

**Email:** cs.my@eastspring.com

**Website:** www.eastspringinvestments.com.my

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### SELANGOR

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Eastspring Investments Berhad  
A-17 P1 & M  
Block A, Jaya One  
72A, Jalan Universiti  
46200 Petaling Jaya  
Selangor

**Tel:** 603-7948 1288

**Fax:** 603-7948 1299

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### SABAH

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Eastspring Investments Berhad  
Suite E3, 9<sup>th</sup> Floor, CPS Tower  
Centre Point Sabah  
No. 1, Jalan Centre Point  
88000 Kota Kinabalu  
Sabah

**Tel:** 6088-238 613

# MASTER ACCOUNT OPENING FORM INDIVIDUAL

## DOCUMENTATION CHECKLIST

For successful processing of this application, please enclose the relevant documents.  
This application will be rejected and considered void if the form and/or supporting documents are incomplete.

- Duly completed and signed Master Account Opening Form Individual
- Photocopy of Principal Account Holder's IC/Passport (certified true copy)
- Photocopy of Joint Account Holder's (if any) IC/Passport or Birth Certificate if the Joint Account Holder is a minor (certified true copy)
- Duly completed and signed Suitability Assessment Form for Principal Account Holder
- Duly completed and signed FIMM Pre-investment Form
- Sophisticated Investor Declaration Form (investment into wholesale fund only)

### For applicants with US indicia:

- Relevant US tax forms

## Payment Options

### For cash investments:

- Transaction Form – BUY
- Cheque made payable to "Eastspring Investments Berhad" (for MYR class only)  
**Note:** Third party cheques and third party online transfers are not allowed.
- Online Transfer [GIRO/RENTAS]  
**Note:** Please provide a copy of the online transfer receipt.

### For EPF Members Investment Scheme withdrawals:

- Transaction Form – BUY
- KWSP 9N Form
- Latest KWSP statement (recommended)

### For Regular Investments Plan:

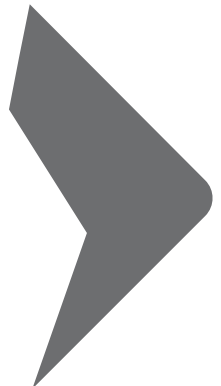
- Transaction Form – REGULAR INVESTMENTS
- Auto Debit/Direct Debit Authorisation Form

## OCCUPATION CODE AND DESCRIPTION

Code	Description	Code	Description	Code	Description
01	Housewife, Homemaker	05	Executive	09	Business Owner/Self-Employed
02	Student	06	Professional	00	Others
03	Retiree	07	Management		
04	Clerical	08	Government Servant		

## NATURE OF BUSINESS CODE AND DESCRIPTION

Code	Description	Code	Description
10	Debt Collector	17	Real Estate (e.g. Real Estate Brokers, Developers, Investment in Real Estate etc.)
11	Freelance Traders	18	Cash Intensive Business (e.g. Convenience Store, Restaurants, Car Parking Service)
12	Money Service Business (e.g. Money Changer, Money Transfer Agent at Remittance Agency)	19	Night Club, Karaoke, Lounge, Sauna, Bar
13	Casinos, Betting and Other Gambling Related Activities	20	Snooker Centre, Internet Café Operator
14	Manufacturers, Dealers and Intermediaries of Armament or Weapons Related Business	21	Federal or State Government, Regulatory Authority
15	Business in Valuable or Precious Goods (e.g. Arts, Antiques, Diamonds, Gold)	22	Audit, Accounting, Tax, Legal Firm, Company Secretary
16	Business in High Value/Low Density Goods (e.g. Mobile Phones, Computer Chips, Pharmaceutical Products, Textiles etc.)	23	Financial Institution, Capital Market Institution/Intermediary
		99	Others





A member of Prudential plc (UK)

**Eastspring Investments Berhad (531241- U)**  
 Level 12, Menara Prudential,  
 No. 10, Jalan Sultan Ismail, 50250 Kuala Lumpur  
**Client Services** (603) 2332 1000  
**Client Services Fax** (603) 2052 3366  
**Email** cs.my@eastspring.com  
**Website** www.eastspringinvestments.com.my

**MASTER ACCOUNT  
 OPENING FORM**  
**INDIVIDUAL**

In accordance with the requirements of the Capital Markets and Services Act 2007 (CMSA), this Master Account Opening Form ("MAOF") should not be circulated unless accompanied by the latest prospectus or information memorandum and supplemental thereto (if any). You should read and understand the contents of the latest prospectus or information memorandum and supplemental thereto (if any) and product highlights sheet before completing the MAOF. Complete in **BLOCK LETTERS** and **BLACK INK** only and tick (✓) where applicable. **All fields are mandatory. Please indicate N/A if not applicable.**

- Eastspring/Prudential Staff Own Investment**  
 (Please provide a copy of staff ID card)
- Eastspring Agent Own Investment**  
 (Agent's Own Investment Benefit (AOIB) @ Zero Sales Charge  
 - Please complete AOIB form)

**1 PRINCIPAL ACCOUNT HOLDER'S DETAILS**

*Note: A minor (i.e. below 18 years) cannot be named as a Principal Account Holder.*

**Salutation**  MR  MS  MDM  Others

**Full Name**  
 (as in NRIC/Passport)

**NRIC/Passport No.**  **Date of Birth**  -  -

**Town/City of Birth\***  **Country of Birth\***

**Correspondence Address**  
*Note: Hold mail" or "c/o" is not acceptable.*

**Postcode**  **City**

**State**  **Country\***

**Permanent Address**  
 (Please leave blank if address is the same as correspondence address)

**Postcode**  **City**

**State**  **Country\***

**Contact No.\***  
 (Please provide at least one number)

**Home**  -  -

**Office**  -  -  **Office Extension**

**Mobile**  -  -   
COUNTRY CODE\* AREA CODE PHONE NUMBER

**Email Address**

*By providing your email address and/or mobile number to us, we have your consent to communicate and send information to you via email and/or short messages (sms). Notices delivered via email or sms to you are deemed to have been sent and received on the date such message is sent.*  
 Please tick (✓) here if you wish to receive communication and information in hard copy.

**Occupation** **Code**  **Others** (Please specify)

**Nature of Business** **Code**  **Others** (Please specify)

*(Kindly refer to list of codes available under Occupation/Nature of Business Code and Description section)*

**Name of Employer/Company Name**

**PLEASE COMPLETE THIS SECTION (MANDATORY)**

<b>Nationality/Status</b> <input type="checkbox"/> Malaysian, Bumiputera <input type="checkbox"/> Malaysian, Non-Bumiputera <input type="checkbox"/> Non-Malaysian (Country/Citizenship)* <input type="text"/>	<b>Gender</b> <input type="checkbox"/> Male <input type="checkbox"/> Female	<b>Source of Income</b> <input type="checkbox"/> Employment <input type="checkbox"/> Business <input type="checkbox"/> Savings/Inheritance
	<b>Race</b> <input type="checkbox"/> Malay <input type="checkbox"/> Indian <input type="checkbox"/> Chinese <input type="checkbox"/> Others (Please specify) <input type="text"/>	<b>Estimated Annual Income</b> <input type="checkbox"/> < RM50,000 <input type="checkbox"/> RM200,001 - RM300,000 <input type="checkbox"/> RM50,001 - RM100,000 <input type="checkbox"/> RM300,001 - RM400,000 <input type="checkbox"/> RM100,001 - RM200,000 <input type="checkbox"/> > RM400,000
<b>Investment Objective</b> <input type="checkbox"/> Capital preservation <input type="checkbox"/> Income & Growth <input type="checkbox"/> Income <input type="checkbox"/> Growth	<b>Years of Investment Experience</b> <input type="checkbox"/> < 1 year <input type="checkbox"/> 3 - 5 years <input type="checkbox"/> 1 - 3 years <input type="checkbox"/> > 5 years	<b>Do you currently file a tax return in the United States?</b> <input type="checkbox"/> <b>Yes</b> (Please provide relevant US tax forms)* <input type="checkbox"/> <b>No</b> US TIN No. <input type="text"/>

**2 JOINT ACCOUNT HOLDER'S DETAILS**

*Note: A minor (i.e. below 18 years) will be named as Designated Account Holder. Please read and understand Clause 12 of the Eastspring Master Account terms and conditions.*

**Salutation**  MR  MS  MDM  Others

**Full Name**  
 (as in NRIC/Passport/Birth Certificate (if minor))

**NRIC/Passport No. or Birth Certificate No. (if minor)**  **Date of Birth**  -  -

**Town/City of Birth\***  **Country of Birth\***

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



**2 JOINT ACCOUNT HOLDER'S DETAILS (CONTINUED)**

**Permanent Address**  
 (Please leave blank if address is the same as Principal Account Holder's address)

Postcode \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Country\* \_\_\_\_\_

**Contact No.\***

Home \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Office \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Office Extension \_\_\_\_\_

Mobile \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
COUNTRY CODE\* AREA CODE PHONE NUMBER

**Email Address**

*By providing your email address and/or mobile number to us, we have your consent to communicate and send information to you via email and/or short messages (sms). Notices delivered via email or sms to you are deemed to have been sent and received on the date such message is sent.*

Please tick (✓) here if you wish to receive communication and information in hard copy.

**Occupation** Code \_\_\_\_\_ Others (Please specify) \_\_\_\_\_

**Nature of Business** Code \_\_\_\_\_ Others (Please specify) \_\_\_\_\_  
 (Kindly refer to list of codes available under Occupation/Nature of Business Code and Description section)

**Name of Employer/Company Name** \_\_\_\_\_

**PLEASE COMPLETE THIS SECTION (MANDATORY)**

<b>Nationality/Status</b> <input type="checkbox"/> Malaysian, Bumiputera <input type="checkbox"/> Malaysian, Non-Bumiputera <input type="checkbox"/> Non-Malaysian (Country/Citizenship)* _____	<b>Gender</b> <input type="checkbox"/> Male <input type="checkbox"/> Female	<b>Source of Income</b> <input type="checkbox"/> Employment <input type="checkbox"/> Business <input type="checkbox"/> Savings/Inheritance
	<b>Race</b> <input type="checkbox"/> Malay <input type="checkbox"/> Indian <input type="checkbox"/> Chinese <input type="checkbox"/> Others (Please specify) _____	<b>Estimated Annual Income</b> <input type="checkbox"/> < RM50,000 <input type="checkbox"/> RM200,001 - RM300,000 <input type="checkbox"/> RM50,001 - RM100,000 <input type="checkbox"/> RM300,001 - RM400,000 <input type="checkbox"/> RM100,001 - RM200,000 <input type="checkbox"/> > RM400,000
<b>Relationship with Principal Holder</b> <input type="checkbox"/> Parent <input type="checkbox"/> Child <input type="checkbox"/> Others (Please specify) <input type="checkbox"/> Spouse <input type="checkbox"/> Sibling _____	<b>Years of Investment Experience</b> <input type="checkbox"/> < 1 year <input type="checkbox"/> 3 - 5 years <input type="checkbox"/> 1 - 3 years <input type="checkbox"/> > 5 years	<b>Do you currently file a tax return in the United States?</b> <input type="checkbox"/> Yes (Please provide relevant US tax forms)* <input type="checkbox"/> No US TIN No. _____

**3 STANDING PAYMENT INSTRUCTION AND INCOME DISTRIBUTION**

**Note: Only bank account located in Malaysia will be accepted. PAYMENT CANNOT BE MADE TO ACCOUNTS IN THE NAME OF THIRD PARTIES.**  
 For joint accounts, the bank account provided must either be in the name of the principal account holder or in the names of both account holders.

**Bank Account Holder Name** \_\_\_\_\_

<b>Currency</b> <small>(e.g. MYR, USD, SGD)</small>	<b>MYR</b>	<b>OTHER CURRENCY CLASSES</b>
<b>Bank Name</b>	_____	_____
<b>Bank Branch</b>	_____	_____
<b>Country*</b>	_____	_____
<b>Account No.</b>	_____	_____
<b>Swift Code</b>	<b>Not applicable</b>	_____

**Income distribution**

All distributions will be **reinvested** automatically unless otherwise specified herewith.

Pay to bank account as specified in the standing payment instruction.

Pay by cheque (for MYR class only)

**4 DECLARATION AND SIGNATURE(S)**

I/We acknowledge receipt and declare that I/we have read and understood the contents of the latest prospectus or information memorandum and supplemental thereto (if any) and product highlights sheet for the fund(s) and the Terms and Conditions of the Eastspring Investments ("Eastspring") Master Account ("Eastspring Master Account") prior to completing the Eastspring MAOF.

I/We undertake to be bound by the latest prospectus or information memorandum and supplemental thereto (if any) and product highlights sheet for the fund(s), the Terms and Conditions of the Eastspring Master Account and provisions of the deed and supplemental deed (if any) of the fund(s) for my/our initial and all subsequent transactions with Eastspring.

I/We am/are also aware of the fees and charges that I/we will incur directly or/and indirectly when investing in the fund(s).

I/We hereby declare that I/we am/are the sole legal and beneficial owner of all the monies invested with Eastspring.

I/We am/are not acting as a nominee for any undisclosed third party and none of the investment monies invested with Eastspring was derived from proceeds from an unlawful activity as defined by the Anti-Money Laundering and Anti-Terrorism Financing Act 2001.

I/We hereby agree to indemnify Eastspring against all actions, suits, proceedings, claims, damages, and losses which may be suffered by Eastspring as a result of any inaccuracy of declarations herein.

**Account Operating Mode**

For Joint Application, please tick (✓) account operating mode for future transactions.

Either applicant to sign  
 Both applicants to sign

In the absence of express instruction, future instructions must be given by both applicants.

**Personal Data Protection Act 2010**

I hereby confirm receipt of your Notice under the Personal Data Protection Act 2010 and consent to the processing of my personal data in accordance with the said Notice and for direct marketing purposes.

Please tick (✓) here if you do not consent to the processing of your personal data for direct marketing purposes.

Principal Account Holder Date: \_\_\_\_\_

Joint Account Holder Date: \_\_\_\_\_

**DETAILS OF EASTSPRING UNIT TRUST CONSULTANT ("UTC")**

**UTC Code** \_\_\_\_\_ **Name** \_\_\_\_\_

**Reporting Branch** \_\_\_\_\_ **Contact No.** \_\_\_\_\_

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



**NOTICE UNDER THE PERSONAL DATA PROTECTION ACT 2010**  
**NOTIS DI BAWAH AKTA PERLINDUNGAN DATA PERIBADI 2010**

The Personal Data Protection Act 2010 (the "Act"), which regulates the processing of personal data in commercial transactions, applies to Eastspring Investments Berhad ("our", "us" or "we"). For the purpose of this written notice ("Notice"), the terms "personal data" and "processing" shall have the same meaning as prescribed in the Act. We reserve the right to change any portion of this Notice from time to time.

Akta Perlindungan Data Peribadi 2010 ("Akta" tersebut) yang mengawal selia pemrosesan data peribadi dalam transaksi komersial, terpakai kepada Eastspring Investments Berhad ("kami"). Untuk tujuan notis bertulis ini ("Notis"), terma-terma "data peribadi" dan "pemrosesan" mempunyai maksud yang sama seperti yang ditakrif dalam Akta tersebut. Kami berhak melakukan sebarang perubahan di dalam Notis ini dari masa ke semasa.

1. This Notice serves to inform you that your personal data will be processed by us or on our behalf for the purposes listed in clause no.3 below.

Notis ini bertujuan untuk memaklumkan kepada anda bahawa data peribadi anda sedang diproses oleh kami atau bagi pihak kami bagi tujuan yang disenaraikan di klausa no.3.

2. In order to enable us to deal with your inquiries, open and operate an account/investment for you and/or to generally provide you with our products and services, we may need to and/or may be required to collect, record, hold, use, disclose and store (i.e. "process") personal information and financial information about you, including but not limited to:

Untuk membolehkan kami mengendali pertanyaan anda, membuka dan mengoperasi akaun/pelaburan untuk anda dan/atau untuk secara amnya memberikan anda produk dan perkhidmatan kami, kami mungkin perlu dan/atau mungkin diperlukan untuk mengumpul, merekod, memegang, menggunakan, mendedahkan dan menyimpan (iaitu "memproses") maklumat peribadi dan maklumat kewangan anda, termasuk tetapi tidak terhad kepada:

- (i) **personal information to establish your identity and background;** maklumat peribadi untuk mengesahkan identiti dan latar belakang anda;
- (ii) **personal information to establish your financial standing, creditworthiness and/or suitability for any of our products/services applied for (if required); and/or** maklumat peribadi untuk mengesahkan kedudukan kewangan, kepercayaan kredit anda dan/atau kesesuaian untuk mana-mana produk/perkhidmatan yang dipohon; dan/atau
- (iii) **personal information that you provide when you apply for any of our products and services. Your personal data includes but not limited to (e.g. Name, NRIC No., Telephone No., E-mail Address, House Address, etc.) and all other personal data we again collect from you on any subsequent occasion.**

Maklumat peribadi yang anda berikan apabila anda memohon mana-mana produk dan perkhidmatan kami. Data peribadi anda termasuk dan tidak terhad kepada (contohnya, Nama, No. KP, No. Telefon, Alamat E-mel, Alamat Rumah, dsb.) dan semua data peribadi lain kami sekali lagi kumpul daripada anda pada bila-bila masa kemudiannya.

3. Your personal data is being or is to be collected and further processed:

Data peribadi anda sedang atau akan dikumpulkan dan diproses selanjutnya:

- (a) **to communicate with you including but not limited to notify you about benefits and changes to the features of our products and services and to administer offers, competitions and promotions;** untuk berhubung dengan anda serta untuk memberi notifikasi kepada anda mengenai manfaat dan perubahan kepada ciri-ciri produk dan perkhidmatan dan untuk mentadbir tawaran, pertandingan dan promosi;
- (b) **to provide services to you;** untuk memberi khidmat kepada anda;
- (c) **to respond to any of your inquiries;** untuk menjawab pertanyaan-pertanyaan anda;
- (d) **to conduct internal activities including for audit, compliance and risk management purposes;** untuk melaksanakan kegiatan-kegiatan dalam termasuk untuk tujuan audit, pematuhan dan pengurusan risiko;
- (e) **to conduct market surveys and trend analysis;** untuk tujuan pasaran dan analisis kecenderungan;
- (f) **to provide you with information on products and services of our and our related corporations;** untuk memberi anda maklumat tentang produk-produk dan perkhidmatan-perkhidmatan kami dan perbandingan-perbandingan berkaitan kami;
- (g) **to manage and maintain your account(s) and/or investment(s) with us;** untuk mengurus dan mengekalkan akaun dan/atau pelaburan anda dengan kami;
- (h) **to better manage our business and your relationship with us including to understand your current and future investment needs and your financial situation;** untuk menguruskan pemiagaan kami dan hubungan anda dengan kami dengan lebih baik dan untuk memahami keperluan pelaburan anda yang semasa dan akan datang dan keadaan kewangan anda dengan lebih baik;
- (i) **to provide you with information on our and third party products, services and offers which may be of interest to you;** untuk menyediakan anda dengan maklumat mengenai produk, perkhidmatan dan tawaran kami serta pihak ketiga yang mungkin menarik kepada anda;
- (j) **to improve our products and services and to develop new products and services;** untuk memperbaiki produk dan perkhidmatan kami dan untuk membangunkan produk dan perkhidmatan yang baru;

(k) **to respond to your enquiries and complaints and to generally resolve disputes;** untuk membalas pertanyaan dan aduan anda dan secara amnya menyelesaikan pertikaian;

(l) **to assess your application(s)/request(s) for our products and services;** untuk menilai permohonan/permintaan anda untuk produk dan perkhidmatan kami;

(m) **to update, consolidate and improve the accuracy of our records;** untuk mengemas kini, menyatakan dan memperbaiki ketepatan rekod kami;

(n) **to transfer or assign our rights, interests and obligations under any of your agreements with us;** untuk memindahkan atau memberikan hak, kepentingan dan kewajipan kami di bawah mana-mana perjanjian anda dengan kami;

(o) **to conduct anti-money laundering checks; for crime detection, prevention and prosecution; to comply with any sanction requirements;** untuk menjalankan pemeriksaan pencegahan pengubahan wang haram; untuk mengesan, pencegahan dan pendakwaan jenayah; untuk mematuhi mana-mana syarat sanksi;

(p) **for any other purpose that is required or permitted by any law, regulations, guidelines and/or relevant regulatory authorities;** bagi apa-apa tujuan lain yang dikehendaki atau dibenarkan oleh mana-mana undang-undang, peraturan, garis panduan dan/atau pihak berkuasa yang berkenaan;

(q) **for meeting the requirements to make disclosure under the requirements of any laws binding on and for the purposes of any guidelines issued by regulatory or other authorities with which Eastspring Investments Berhad or any of its branches and any of Eastspring Investments Berhad's holding companies, subsidiaries, affiliates, representatives are expected to comply;** bagi memenuhi keperluan untuk membuat pendedahan di bawah keperluan mana-mana undang-undang yang mengikat dan bagi maksud mana-mana garis panduan yang dikeluarkan oleh pihak berkuasa kawal selia atau lain-lain yang mana Eastspring Investments Berhad atau mana-mana cawangan atau mana-mana syarikat Eastspring Investments Berhad induk, anak syarikat, sekutu, wakil-wakil yang dijangka akan mematuhi;

(r) **for the purpose of enforcing its legal rights and/or obtaining legal advice;** bagi tujuan menguatkuasakan hak-hak perundangan dan/atau mendapatkan nasihat undang-undang;

(s) **for other legitimate business activities; and/or** untuk kegiatan-kegiatan pemiagaan sah yang lain; dan/atau

(t) **for such other purposes directly related to the foregoing;** bagi maksud-maksud lain yang berhubungan secara langsung dengan yang tersebut di atas;

(collectively, the "Purposes").

(secara kolektif, "Maksud-maksud" tersebut).

4. We may obtain your personal data information from yourself or is to be collected from a variety of sources, including but not limited to:

Kami boleh mendapatkan maklumat data peribadi anda daripada anda atau akan dikumpul daripada pelbagai sumber, termasuk tetapi tidak terhad kepada:

- (i) **all application/registration forms, information that you may provide us, when using our products or services, when taking part in customer surveys, competitions and promotions, from time to time;** semua borang permohonan/pendaftaran, maklumat yang anda mungkin akan berikan kami, apabila menggunakan produk atau perkhidmatan kami, apabila mengambil bahagian dalam kaji selidik pelanggan, pertandingan dan promosi, dan semasa ulasan kewangan; dari masa ke semasa;
- (ii) **from third parties connected with you, such as employers, joint account holders, security providers, guarantors and indemnitors, and our authorized distributors/unit trust consultants, subject to your prior consent; and/or** daripada pihak ketiga berkaitan dengan anda, seperti majikan, pemegang akaun bersama, pemberi sekuriti/jaminan, penjamin dan indemnitör, tertakluk kepada persetujuan anda; dan/atau
- (iii) **from such other sources in respect of which you have given your consent to disclose information relating to you and/or where not otherwise restricted;** daripada apa jua sumber lain dari mana anda telah memberikan persetujuan anda untuk mendedahkan maklumat berkaitan dengan anda dan/atau di mana ia sebaliknya tidak dihadkan.

5. You have the right to request access to and to request correction of your personal data and to contact us with any inquiries or complaints in respect of your personal data (including the possible choices and means for limiting the processing of your personal data or to cease or not begin processing your personal data for purposes of direct marketing) at:

Anda berhak untuk meminta akses kepada dan meminta pembetulan terhadap data peribadi anda dan untuk menghubungi kami tentang apa-apa pertanyaan atau aduan berkenaan dengan data peribadi anda (termasuk pilihan-pilihan dan cara-cara yang mungkin untuk mengehadkan pemrosesan data peribadi anda atau untuk menghentikan atau tidak memulakan pemrosesan data peribadi anda bagi maksud pemasaran langsung) di:

Telephone No.: 03-2052 3388

No. Telefon: 03-2052 3388

Fax No: 03-2070 6129

No. Fax: 03-2070 6129

E-mail address: cs.my@eatspring.com

Alamat E-mel: cs.my@eatspring.com

**6. Subject to provisions of the Act:**

*Tertakluk kepada peruntukan-peruntukan Akta tersebut:*

**(i) you may, upon payment of a prescribed fee, make a data access request in writing to us; and**

*Anda boleh, apabila dibayar fi yang ditetapkan, membuat suatu permintaan mengakses data secara bertulis kepada kami; dan*

**(ii) we may refuse to comply with a data access request or a data correction request and shall, by notice in writing, inform you of our refusal and the reasons of our refusal.**

*Kami boleh enggan mematuhi permintaan mengakses data atau permintaan pembetulan data dan hendaklah, melalui notis bertulis, memaklumkan anda mengenai keengganan tersebut dan sebab-sebab bagi keengganan tersebut.*

**7. We disclose or may disclose your personal data to the following third parties for the above Purposes:**

*Kami menzahirkan atau boleh menzahirkan data peribadi anda kepada pihak ketiga untuk Maksud-maksud di atas:*

**(i) Companies and/or organisations that act as our agents, affiliates, business partners, subsidiary(ies), shareholders and its related companies and/or professional advisers;**

*syarikat dan/atau organisasi yang bertindak sebagai agen, ahli gabungan, rakan perniagaan, anak-anak syarikat, pemegang saham dan syarikat berkaitannya dan/atau penasihat profesional;*

**(ii) companies and/or organisations (including but not limited to custodians, trustees, distributors, brokers) that assist us in processing and/or otherwise fulfilling transactions that you have requested;**

*syarikat dan/atau organisasi (termasuk tetapi tidak terhad kepada penjaga, pemegang amanah, pendedag, broker) yang membantu kami dalam memproses dan/atau sebaliknya memenuhi transaksi yang anda minta;*

**(iii) companies and/or organisations that assist us in providing value added services that you have requested;**

*syarikat dan/atau organisasi yang membantu kami dalam menyediakan perkhidmatan tambah nilai yang anda minta;*

**(iv) your advisers and/or agents (including but not limited to brokers, accountants, auditors, lawyers, financial advisers or other professional advisers) where authorised by you;**

*penasihat dan/atau agen anda (termasuk tetapi tidak terhad kepada broker, akauntan, juruaudit, peguam, penasihat kewangan atau penasihat profesional yang lain) di mana kebenaran diberikan oleh anda;*

**(v) any other person notified by you as authorised to give instructions or to use the account(s)/investment(s) or products or services on your behalf;**

*mana-mana pihak lain yang anda telah memaklumkan kepada kami sebagai mempunyai kuasa untuk memberi arahan atau menggunakan akaun/pelaburan atau produk atau perkhidmatan bagi pihak anda;*

**(vi) any other agents and/or counterparties that we are required to provide such information to by any laws (including any regulations, guidelines and/or obligations) and/or court orders; and/or**

*mana-mana agen dan/atau kaunterparti yang kami perlu memberi maklumat sebegitu melalui mana-mana undang-undang (termasuk mana-mana peraturan, garis panduan dan/atau obligasi-obligasi) dan/atau perintah mahkamah; dan/atau*

**(vii) any person connected to the enforcement or preservation of any of our rights under your agreement(s) with us.**

*mana-mana pihak yang berkaitan dengan penguatkuasaan atau pemeliharaan mana-mana hak kami di bawah perjanjian anda dengan kami.*

**subject at all times to any laws (including regulations, guidelines and/or obligations) applicable to Eastspring Investments Berhad. The above-mentioned third parties may in some instances be located outside of Malaysia.**

*tertakluk pada setiap masa kepada undang-undang (termasuk peraturan, garis panduan dan/atau kewajipan) berkaitan dengan Eastspring Investments Berhad (sama ada di dalam atau di luar Malaysia). Pihak-pihak ketiga yang disebutkan di atas boleh dalam keadaan tertentu terletak di luar Malaysia.*

**8. We may require your assistance if the personal data relating to other persons is required to process your personal data for the Purposes and you hereby agree to use your best endeavors to assist us when required.**

*Kami boleh menghendaki bantuan anda jika data peribadi yang berhubungan dengan orang lain dikehendaki untuk memproses data peribadi anda untuk Maksud-maksud tersebut dan anda dengan ini bersetuju untuk menggunakan usaha terbaik anda untuk membantu kami bila dikehendaki.*

**9. It is obligatory that you supply us your personal data (for example in application forms or account opening forms), (collectively, "compulsory personal data"). If you fail to supply us the compulsory personal data, we may refuse to process your personal data for any of the above Purposes.**

*Ia adalah wajib untuk anda memberikan kepada kami (contohnya dalam borang permohonan atau borang pembukaan akaun) anda (secara kolektif, "data peribadi wajib"). Jika anda gagal untuk memberikan kami data peribadi wajib tersebut, kami boleh enggan untuk memproses data peribadi anda untuk mana-mana Maksud-maksud tersebut.*

**10. We may transfer your personal data to a place outside Malaysia and you hereby give your consent to the transfer.**

*Kami boleh memindahkan data peribadi anda ke sesuatu tempat di luar Malaysia dan anda dengan ini memberikan persetujuan anda terhadap pemindahan tersebut.*

**11. You are responsible for ensuring that the information you provide us is accurate, complete, not misleading and is kept up to date.**

*Anda bertanggungjawab untuk memastikan bahawa maklumat yang anda berikan kami adalah tepat, lengkap, tidak mengelirukan dan terkini.*

**12. In the event of any inconsistency between the English version and the Bahasa Malaysia version of this Notice, the English version shall prevail over the Bahasa Malaysia version.**

*Sekiranya terdapat apa-apa ketidak-konsisten antara versi Bahasa Inggeris dan versi Bahasa Malaysia Notis ini, versi Bahasa Inggeris akan mengatasi versi Bahasa Malaysia.*

**TERMS AND CONDITIONS OF THE EASTSPRING INVESTMENTS MASTER ACCOUNT****Definitions**

"**Agent**" means any authorised distributor of Funds managed by Eastspring and refers to registered Eastspring Unit Trust Consultants, Institutional Unit Trust Advisers and Corporate Unit Trust Advisers.

"**Applicant**" means a person or entity applying to open a Master Account with Eastspring.

"**Deed**" means the deeds or master deeds for the respective Funds and any other supplemental deeds and master supplemental deeds that may be entered into between Eastspring and the Trustee and registered with the Securities Commission Malaysia.

"**Designated Account Holder**" means the named secondary holder of the account who has not reached the age of majority (i.e. 18 years old).

"**Eastspring**" means Eastspring Investments Berhad.

"**Fund**" or "**Funds**" means any unit trust schemes managed by Eastspring.

"**Joint Holder**" means the person who jointly (equally) share concomitant rights and liabilities as Unit Holders of the Fund.

"**Offering Document**" means the relevant prospectus or information memorandum of the Funds, and supplemental prospectus or information memorandum thereto (if any) and product highlights sheet for the Fund(s), issued by Eastspring and has been lodged or deposited (where applicable) with the Securities Commission Malaysia.

"**Trustee**" means Deutsche Trustees Malaysia Berhad

"**Unit Holder**" means the person or persons or entity for the time being who is registered pursuant to the Deed as a holder of units of the Fund(s).

**By applying to open a Master Account with Eastspring, the Applicant agrees that:**

The Applicant will be bound by these Terms and Conditions and the terms of the constituting documents such as the Deed and Offering Documents of the relevant Fund(s) in respect of all transactions. Where there are conflicting terms, the terms of the relevant Deed shall prevail.

**1. Instructions/Voice Recordings**

- 1.1. All instructions given or purported to be given via any written or facsimile transaction by the persons authorised to operate the Eastspring Master Account as named in the Eastspring Master Account Opening Form ("the Form") or otherwise in writing are binding on the Applicant. Eastspring shall have no obligation to verify the authenticity of any such instructions or the identity of any person giving such instructions.
- 1.2. Eastspring shall be entitled to use voice recording devices to record instructions communicated to it and such recordings(s) may constitute evidence of the instructions.

**2. Agent**

- 2.1. If an Agent is named in the Form, Eastspring is entitled to process any relevant instructions received from such Agent without further reference to the Applicant unless Eastspring has received prior contrary instructions in writing duly signed by the Applicant.
- 2.2. Eastspring shall be entitled to regard the Agent as the Applicant's agent throughout the period of operation of the Eastspring Master Account unless otherwise notified in writing. Eastspring shall not be responsible for any action or omission on the part of the Agent and shall be under no obligation to verify the authenticity of the instructions received or to determine whether or not such instructions were authorised. The Applicant shall have no right of action against Eastspring in connection with the execution by Eastspring of such instructions and undertakes not to make any claim against Eastspring in connection thereto.
- 2.3. Eastspring reserves the right to reassign another qualified person to replace Applicant's Agent at any time deemed fit and without having to give any reason whatsoever by prior notice.

**3. Confirmation Advices/Statements**

Confirmation advices, statements, cheques and other documents shall be sent at the risk of the Applicant to the Applicant's address as detailed in the Form. If the Applicant fails to notify Eastspring in writing of any errors in the confirmation advice within 14 calendar days, or in the statement within 30 days of issue, the Applicant shall be deemed to have waived any right to raise any objection to pursue any remedies against Eastspring or the relevant Trustee(s).

**4. Monies**

- 4.1. All application monies must be paid or remitted as instructed and any cheque(s) must be honoured when presented.
- 4.2. If an application is rejected in whole or in part, the application monies or balance thereof will be returned (without interests, or any returns in the case of Islamic funds) by Eastspring by cheque or, at the cost of the Applicant, by telegraphic transfer, within 30 calendar days from the date of application.
- 4.3. The Applicant confirms that Eastspring may issue a cheque in Ringgit Malaysia to settle any redemption or other monies (if any) payable by Eastspring. Such cheque shall be made payable to the Unit Holder(s) registered from time to time and sent to the last registered address of the Unit Holder(s) on Eastspring's records unless otherwise notified in writing.
- 4.4. In the absence of any expressed instructions in the Form, the Applicant hereby authorises Eastspring to automatically reinvest any distributions in the relevant Fund(s) without further reference to the Applicant.

**5. Rejection/Cancellation of Application**

Eastspring as the Manager of the respective Funds is entitled to:

- (a) Reject any Form, which is not completed in full and supported by the requested documents and payments;
- (b) Cancel any units issued if the payment for the units cannot be matched within 7 business days of the date of the application or subscription instruction;
- (c) In its absolute discretion (without giving any reason) reject in whole or part hereof any application for subscription or switching and suspend the operation of the Eastspring Master Account.

**6. Representation**

The Applicant shall not rely on any information or representations other than those contained in the relevant Deed, Offering Documents and their supplementals, if any.

**7. Notices**

All notices and other documents shall be sent at the risk of the Applicant to the Applicant's address as stated in the Form. Unless due to willful default or negligence of Eastspring, Eastspring shall not be responsible for any inaccuracy, interruption, error, delay or failure in transmission or delivery of any notices via whatever means as agreed by the Applicant, or for any equipment failure or malfunction. Eastspring shall not be liable for any direct or indirect consequential losses arising from the foregoing.

**8. Indemnity**

- 8.1. The Applicant hereby indemnifies Eastspring and the Trustee and any of their Agents against any actions, proceedings, claims, losses, damages, costs and expenses which may be brought, suffered or incurred by any or all of them arising either directly out of or in connection with this Form or in connection with Eastspring accepting, relying on or failing to act on any instructions given by or on behalf of the Applicant unless due to the willful default or negligence of Eastspring.
- 8.2. The Applicant acknowledges and accepts that Eastspring has absolute discretion to rely on facsimile confirmation from the Applicant and undertakes to indemnify and hold harmless Eastspring, its employees and Agents against all costs, expenses, loss of liabilities, claims and demands arising out of relying on the Applicant's confirmation.

**9. Set Off**

Eastspring is entitled to set off any claim, which Eastspring or the Trustee may have against any of the assets, units or cash of the Applicant held by Eastspring or relevant Trustee(s).

**10. Tax Implications**

The Applicant/Unit Holder shall be acquainted with the relevant tax laws and exchange control regulations in force in the countries of domicile, registration or incorporation of the entity. The Applicant/Unit Holder shall be liable to pay and/or settle all the relevant taxes payable by the Applicant/Unit Holder in accordance to the relevant laws and exchange control regulations in force in the countries of domicile, registration or incorporation of the entity. Eastspring in compliance with the Malaysian Tax law and any other applicable law shall deduct the relevant applicable taxes accordingly wherever applicable to the Applicant/Unit Holder without prior notification to the Applicant/Unit Holder. All the deduction will be incorporated in the statements of the applicant and Eastspring shall not be held liable for whatsoever reasons for any tax payments deducted on behalf of the Applicant/Unit Holder according to the Malaysia's Tax regulations and any other applicable law.

**11. Sophisticated Investors**

Only a sophisticated investor(s) may invest in a Wholesale Fund. The Guidelines on the Listed Capital Market Products under the Lodge and Launch Framework defines a sophisticated investor to include any person who comes within any of the categories of investors as set out below:

- (a) a holder or an executive director or a chief executive officer of a holder of a Capital Markets Services License.
- (b) an individual whose total net personal assets, or total net joint assets with his or her spouse, exceed RM 3 million or its equivalent in foreign currencies, excluding the value of the individual's primary residence;
- (c) an individual who has a gross annual income exceeding RM300,000 or its equivalent in foreign currencies per annum in the preceding twelve months;
- (d) an individual who jointly with his or her spouse, has a gross annual income exceeding RM400,000 or its equivalent in foreign currencies per annum in the preceding twelve months.

**12. Designated Account Holder**

- 12.1. The Designated Account Holder will enjoy the rights of a Joint Holder. In this regard, he/she will not enjoy the rights of a registered holder of the relevant Fund(s).
- 12.2. Upon the death, bankruptcy or insanity of the Principal Account Holder or the occurrence of anything which renders the Principal Account Holder legally incapable of holding any units and where the Designated Account Holder is a minor (i.e. person below the age of 18 years), any person becoming entitled to the Units held by the Principal Account Holder may apply to Eastspring to be registered as the Unit Holder in place of the Principal Account Holder in question. Such application shall be in such form as Eastspring may prescribe and shall be accompanied by such evidence as Eastspring may require of that person's right to be so registered.
- 12.3. Upon attaining the age of maturity, the Designated Account Holder will be registered by Eastspring as a Joint Holder. The Joint Holder is required to submit additional due diligence documentation including but not limited to specimen signature and certified true copy of IC/Passport to Eastspring for its processing and record purpose.

**13. Information or representation by Principal Account Holder**

The Joint Holder agrees that the Principal Account Holder will be responsible to provide information or representations on behalf of the Principal Account Holder and Joint Holder to the Agent and/or Eastspring for the purpose of assessing suitability of any investment in the Funds. In this regard, the Agent and/or Eastspring can rely on the information or representations made by the Principal Account Holder for such purpose and will not be liable for any recommendations made by the Agent and/or Eastspring which has been based on the information or representations provided by the Principal Account Holder.

**14. Miscellaneous**

- 14.1. References to persons included entities, references to one gender include both genders and references to the singular includes the plural and vice versa.
- 14.2. The Form is personal to the Applicant and cannot be changed, assigned or transferred in any way by the Applicant.
- 14.3. Eastspring reserves the right to vary the Terms and Conditions at any time without notifying the Applicant.

**15. Compliance with laws in various jurisdictions**

- 15.1. Eastspring may be obliged to comply with or, at its sole and absolute discretion, choose to have regard to, observe or fulfil the requirements or expectations of the laws, regulations, orders, guidelines, codes, market standard, good practices and requests of or agreements with public, judicial, taxation, governmental and other regulatory authorities or selfregulatory bodies (the "Authorities" and each an "Authority") in various jurisdictions relating to any matter in connection with its business including without limitation, tax compliance, anti-money laundering, sanctions, terrorism financing or the prevention and detection of crime as amended, promulgated and introduced from time to time (the "Applicable Requirements").
- 15.2. In this connection, Eastspring may disclose the particulars or any information concerning Unit Holders, Joint Holders and/or their investments to any Authority in connection with its compliance or adherence (voluntary or otherwise) with the Applicable Requirements.
- 15.3. If a Unit Holder and Joint Holder, where applicable do not:
  - (a) provide to Eastspring in a timely manner with the information or documents required as set out in the Offering Document/Eastspring Master Account or additional information as requested from time to time; and/or
  - (b) provide to Eastspring with information or documents that are up-to-date, accurate or complete,

such that Eastspring is unable to ensure its ongoing compliance or adherence (whether voluntary or otherwise) with the Applicable Requirements, the Unit Holder and Joint Holder, where applicable accept and agree that Eastspring may take such steps as it deems fit as set out in the Offering Document of the relevant Funds.

# MASTER ACCOUNT OPENING FORM

## NON-INDIVIDUAL

### DOCUMENTATION CHECKLIST

**For successful processing of this application, please enclose the relevant documents. This application will be rejected and considered void if the form and/or supporting documents are incomplete.**

- Duly completed and signed Master Account Opening Form Non-Individual
- Duly completed and signed Suitability Assessment Form
- Duly completed and signed Personal Data Protection Notice Form (PDPA) for all authorised signatories and directors

#### For applicants with US indicia:

- Relevant US tax forms

### AND

**Certified true copies of the following documents (where applicable):**  
**For company incorporated in Malaysia (certified by company secretary and/or director):**

- Photocopy of NRIC/Passport of all authorised signatories who are not directors
- Certificate of Incorporation
- Form 13** (if applicable)
- Latest **Form 24** - Allotment of shares (not required for a public listed company or an entity licensed by SC, BNM or LOFSA)
- Latest **Form 44** (if applicable)
- Latest **Form 49**
- Board Resolution to open account with specimen signatures of all authorised signatories
- Memorandum and Articles of Association (M&A)
- Corporate Structure (if applicable)
- Latest Annual Return (Investment into retail UT fund)
- Latest audited account (Investment into wholesale fund only)
- Sophisticated Investor Declaration Form (investment into wholesale fund only)

### Payment Options

#### For cash investments:

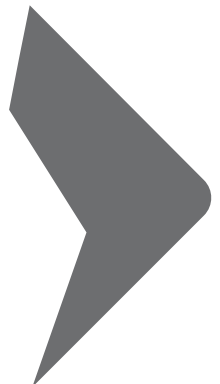
- Transaction Form – BUY
- Cheque made payable to “Eastspring Investments Berhad” (for MYR class only)  
**Note:** *Third party cheques and third party online transfers are not allowed.*
- Online Transfer (GIRO/RENTAS)  
**Note:** *Please provide a copy of the online transfer receipt.*

#### For Regular Investments Plan:

- Transaction Form – REGULAR INVESTMENTS
- Auto Debit/Direct Debit Authorisation Form

### PRINCIPAL BUSINESS ACTIVITIES CODE AND DESCRIPTION

Code	Description	Code	Description
10	Debt Collector	17	Real Estate (e.g. Real Estate Brokers, Developers, Investment in Real Estate etc.)
11	Freelance Traders	18	Cash Intensive Business (e.g. Convenience Store, Restaurants, Car Parking Service)
12	Money Service Business (e.g. Money Changer, Money Transfer Agent at Remittance Agency)	19	Night Club, Karaoke, Lounge, Sauna, Bar
13	Casinos, Betting and Other Gambling Related Activities	20	Snooker Centre, Internet Café Operator
14	Manufacturers, Dealers and Intermediaries of Armament or Weapons Related Business	21	Federal or State Government, Regulatory Authority
15	Business in Valuable or Precious Goods (e.g. Arts, Antiques, Diamonds, Gold)	22	Audit, Accounting, Tax, Legal Firm, Company Secretary
16	Business in High Value/Low Density Goods (e.g. Mobile Phones, Computer Chips, Pharmaceutical Products, Textiles etc.)	23	Financial Institution, Capital Market Institution/Intermediary
		99	Others





A member of Prudential plc (UK)

**Eastspring Investments Berhad (531241- U)**  
 Level 12, Menara Prudential,  
 No. 10, Jalan Sultan Ismail, 50250 Kuala Lumpur  
**Client Services** (603) 2332 1000  
**Client Services Fax** (603) 2052 3366  
**Email** cs.my@eastspring.com  
**Website** www.eastspringinvestments.com.my

**MASTER ACCOUNT  
 OPENING FORM  
 NON-INDIVIDUAL**

In accordance with the requirements of the Capital Markets and Services Act 2007 (CMSA), this Master Account Opening Form ("MAOF") should not be circulated unless accompanied by the latest prospectus or information memorandum and any supplemental thereto (if any). You should read and understand the contents of the latest prospectus or information memorandum and any supplemental thereto (if any) and product highlights sheet before completing the MAOF. Complete in **BLOCK LETTERS** and **BLACK INK** only and tick (✓) where applicable. **All field names are mandatory. Please indicate N/A if not applicable.**

**1 COMPANY/ORGANISATION DETAILS**

**Name of Organisation**  
 (as per Certificate of Incorporation/Registration)

**Company Registration No.** \_\_\_\_\_ **Date of Incorporation/Registration**    -    -

**Country of Incorporation/Registration\***  Malaysia  Others (Please specify) \_\_\_\_\_

**Correspondence Address**  
 Note: "Hold mail" and "c/o" is not acceptable.

**Postcode** \_\_\_\_\_ **City** \_\_\_\_\_  
**State** \_\_\_\_\_ **Country\*** \_\_\_\_\_

**Registered Office Address**  
 Same as Correspondence Address  
 (Please tick above box or provide registered office address)

**Postcode** \_\_\_\_\_ **City** \_\_\_\_\_  
**State** \_\_\_\_\_ **Country\*** \_\_\_\_\_

**Principal Place of Business**  
 Same as Correspondence Address  
 (Please tick above box or provide principal place address)

**Postcode** \_\_\_\_\_ **City** \_\_\_\_\_  
**State** \_\_\_\_\_ **Country\*** \_\_\_\_\_

**Contact No.\*** **Office** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ **Office Extension** \_\_\_\_\_  
**Fax** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
COUNTRY CODE\* AREA CODE PHONE NUMBER

**Principal Business Activities** **Code** \_\_\_\_\_ **Others (Please specify)** \_\_\_\_\_  
 (Kindly refer to list of codes available under Principal Business Activities Code and Description section)

**Financial Year End**    -    (only applicable for wholesale fund investors)

**PLEASE COMPLETE THIS SECTION (MANDATORY)**

Type of Entity (You are allowed to tick (✓) more than one option)	Affiliations	Source of Funds
<input type="checkbox"/> Financial Institution <sup>(1)</sup> (Please provide relevant US tax forms)* <input type="checkbox"/> Trust <sup>(2)</sup> (Please provide relevant US tax forms)* <input type="checkbox"/> Listed Company Trading Name/Stock Code: _____ Exchange Name: _____ <input type="checkbox"/> Non-listed Company Does any US Person/entity <sup>(3)</sup> , directly or indirectly, own more than 25% of the organisation? <input type="checkbox"/> Yes (Please provide relevant US tax forms)* <input type="checkbox"/> No <input type="checkbox"/> Others _____	Are you an affiliate company of a group of companies? <input type="checkbox"/> Yes (Please provide corporate structure) <input type="checkbox"/> No <b>Company Status</b> <input type="checkbox"/> Bumiputra controlled <input type="checkbox"/> Non-Bumiputra controlled <input type="checkbox"/> Non-Malaysian controlled	<input type="checkbox"/> Disposal of non-core business asset/investments <input type="checkbox"/> Fund raising exercise such as rights issue <input type="checkbox"/> Cash in hand/surplus funds/working capital

(1) **Financial institution** refers to any organisation that holds a banking, securities, and/or life insurance license. Examples of financial institutions include banks, life insurers, custodians, asset managers, investment funds.  
 (2) **Trust** refer to any legal arrangement or structure that holds and controls asset(s) for the benefit of others (i.e. an individual or company that is not the trust or trustee).  
 (3) **US person/entity** is defined as one of the following:  
 • Citizen or resident of the US • Any estate of which any executor or administrator is a US person  
 • US partnership or corporation • Any trust subject to US supervision and substantially controlled by a US person

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



**2 CONTACT PERSONS' DETAILS**

Name of Contact Person 1

Designation

Department

Contact No.\* Office  -  -  Office Extension

Fax  -  -

COUNTRY CODE\* AREA CODE PHONE NUMBER

Office Email Address

*By providing your email address(es) and/or mobile number(s) to us, we have your consent to communicate and send information to you via email and/or short messages (sms). Notices delivered via email or sms to you are deemed to have been sent and received on the date such message is sent.*

Please tick (✓) here if you wish to receive communication and information in hardcopy.

Name of Contact Person 2

Designation

Department

Contact No.\* Office  -  -  Office Extension

Fax  -  -

COUNTRY CODE\* AREA CODE PHONE NUMBER

Office Email Address

*By providing your email address(es) and/or mobile number(s) to us, we have your consent to communicate and send information to you via email and/or short messages (sms). Notices delivered via email or sms to you are deemed to have been sent and received on the date such message is sent.*

Please tick (✓) here if you wish to receive communication and information in hardcopy.

**3 STANDING PAYMENT INSTRUCTION AND INCOME DISTRIBUTION**

*Note: Only bank account located in Malaysia will be accepted. PAYMENT CANNOT BE MADE TO ACCOUNTS IN THE NAME OF THIRD PARTIES.*

Bank Account Holder Name		
Currency <i>(e.g. MYR, USD, SGD)</i>	MYR	OTHER CURRENCY CLASSES
Bank Name		
Bank Branch		
Country*		
Account No.		
Swift Code	Not applicable	

**Income distribution**

All distributions will be **reinvested** automatically unless otherwise specified herewith.

Pay to bank account as specified in the standing payment instruction.

Pay by cheque *(for MYR class only)*

**4 DECLARATION AND SIGNATURE(S) (AS PER BOARD RESOLUTION)**

I/We acknowledge receipt and declare that I/we have read and understood the contents of the latest prospectus or information memorandum and supplemental prospectus or information memorandum thereto (if any) and product highlights sheet for the fund(s), the Terms and Conditions of the Eastspring Investments Berhad ("Eastspring") Master Account ("Eastspring Master Account") prior to completing the Eastspring MAOF.

I/We undertake to be bound by the latest prospectus or information memorandum and supplemental prospectus or information memorandum thereto (if any) and product highlights sheet for the fund(s), the Terms and Conditions of the Eastspring Master Account and provisions of the deed and supplemental deed (if any) of the fund(s) for my/our initial and all subsequent transactions with Eastspring.

I/We am/are also aware of the fees and charges that I/we will incur directly or/and indirectly when investing in the fund(s).

I/We am/are not acting as a nominee for any undisclosed third party and none of the investment monies invested with Eastspring was derived from proceeds from an unlawful activity as defined by the Anti-Money Laundering and Anti-Terrorism Financing Act 2001.

I/we hereby agree to indemnify Eastspring against all actions, suits, proceedings, claims, damages, and losses which may be suffered by Eastspring as a result of any inaccuracy of declarations herein.

**For sole proprietor only**

I hereby declare that I am the sole legal and beneficial owner of all the monies invested with Eastspring.

**For non-listed entities**

I/We hereby declare that the company is NOT any one of the following:

(a) Financial institution; (b) A trust; (c) A non-listed entity of which more than 25% is directly/indirectly owned by any US person/entity; or (d) Required to file a tax return to the United States.

Authorised Signatory 1 <input type="text"/> Date <input type="text"/>	Authorised Signatory 2 <input type="text"/> Date <input type="text"/>	Company Stamp <input type="text"/>
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**DETAILS OF EASTSPRING UNIT TRUST CONSULTANT ("UTC")**

UTC Code  Name

Reporting Branch  Contact No.

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

**TERMS AND CONDITIONS OF THE EASTSPRING INVESTMENTS MASTER ACCOUNT****Definitions**

“**Agent**” means any authorised distributor of Funds managed by Eastspring and refers to registered Eastspring Unit Trust Consultants, Institutional Unit Trust Advisers and Corporate Unit Trust Advisers.

“**Applicant**” means a person or entity applying to open a Master Account with Eastspring.

“**Deed**” means the deeds or master deeds for the respective Funds and any other supplemental deeds and master supplemental deeds that may be entered into between Eastspring and the Trustee and registered with the Securities Commission Malaysia.

“**Eastspring**” means Eastspring Investments Berhad.

“**Fund**” or “**Funds**” means any unit trust schemes managed by Eastspring.

“**Offering Document**” means the relevant prospectus or information memorandum of the Funds, and supplemental prospectus or information memorandum thereto (if any) and product highlights sheet for the Fund(s), issued by Eastspring and has been lodged or deposited (where applicable) with the Securities Commission Malaysia.

“**Trustee**” means Deutsche Trustees Malaysia Berhad

“**Unit Holder**” means the person or persons or entity for the time being who is registered pursuant to the Deed as a holder of units of the Fund(s).

**By applying to open a Master Account with Eastspring, the Applicant agrees that:**

The Applicant will be bound by these Terms and Conditions and the terms of the constituting documents such as the Deed and Offering Documents of the relevant Fund(s) in respect of all transactions. Where there are conflicting terms, the terms of the relevant Deed shall prevail.

**1. Instructions/Voice Recordings**

- 1.1. All instructions given or purported to be given via any written or facsimile transaction by the persons authorised to operate the Eastspring Master Account as named in the Eastspring Master Account Opening Form (“the Form”) or otherwise in writing are binding on the Applicant. Eastspring shall have no obligation to verify the authenticity of any such instructions or the identity of any person giving such instructions.
- 1.2. Eastspring shall be entitled to use voice recording devices to record instructions communicated to it and such recording(s) may constitute evidence of the instructions.

**2. Agent**

- 2.1. If an Agent is named in the Form, Eastspring is entitled to process any instructions received from such Agent without further reference to the Applicant unless Eastspring has received prior contrary instructions in writing duly signed by the Applicant.
- 2.2. Eastspring shall be entitled to regard the Agent as the Applicant’s agent throughout the period of operation of the Eastspring Master Account unless otherwise notified in writing. Eastspring shall not be responsible for any action or omission on the part of the Agent and shall be under no obligation to verify the authenticity of the instructions received or to determine whether or not such instructions were authorised. The Applicant shall have no right of action against Eastspring in connection with the execution by Eastspring of such instructions and undertakes not to make any claim against Eastspring in connection thereto.
- 2.3. Eastspring reserves the right to reassign another qualified person to replace Applicant’s Agent at any time deemed fit and without having to give any reason whatsoever by prior notice.

**3. Confirmation Advices/Statements**

Confirmation advices, statements, cheques and other documents shall be sent at the risk of the Applicant to the Applicant’s address as detailed in the Form. If the Applicant fails to notify Eastspring in writing of any errors in the confirmation advice within 14 calendar days, or in the statement within 30 days of issue, the Applicant shall be deemed to have waived any right to raise any objection to pursue any remedies against Eastspring or the relevant Trustee(s).

**4. Monies**

- 4.1. All application monies must be paid or remitted as instructed and any cheque(s) must be honoured when presented.
- 4.2. If an application is rejected in whole or in part, the application monies or balance thereof will be returned (without interests, or any returns in the case of Islamic funds) by Eastspring by cheque or, at the cost of the Applicant, by telegraphic transfer, within 30 calendar days from the date of application.
- 4.3. The Applicant confirms that Eastspring may issue a cheque in Ringgit Malaysia to settle any redemption or other monies (if any) payable by Eastspring. Such cheque shall be made payable to the Unit Holder(s) registered from time to time and sent to the last registered address of the Unit Holder(s) on Eastspring’s records unless otherwise notified in writing.
- 4.4. In the absence of any expressed instructions in the Form, the Applicant hereby authorises Eastspring to automatically reinvest any distributions in the relevant Fund(s) without further reference to the Applicant.

**5. Rejection/Cancellation of Application**

Eastspring as the Manager of the respective Funds is entitled to:

- (a) Reject any Form, which is not completed in full and supported by the requested documents and payments;
- (b) Cancel any units issued if the payment for the units cannot be matched within 7 business days of the receipt of the application or subscription instruction; and
- (c) In its absolute discretion (without giving any reason) reject in whole or part hereof any application for subscription or switching and suspend the operation of the Eastspring Master Account.

**6. Representation**

The Applicant shall not rely on any information or representations other than those contained in the relevant Deed, Offering Documents and their supplementals, if any.

**7. Notices**

All notices and other documents shall be sent at the risk of the Applicant to the Applicant’s permanent address as stated in the Form. Unless due to wilful default or negligence of Eastspring, Eastspring shall not be responsible for any inaccuracy, interruption, error, delay or failure in transmission or delivery of any notices via whatever means as agreed by the Applicant, or for any equipment failure or malfunction.

Eastspring shall not be liable for any direct or indirect consequential losses arising from the foregoing.

**8. Indemnity**

- 8.1. The Applicant hereby indemnifies Eastspring and the Trustee and any of their Agents against any actions, proceedings, claims, losses, damages, costs and expenses which may be brought, suffered or incurred by any or all of them arising either directly out of or in connection with this Form or in connection with Eastspring accepting, relying on or failing to act on any instructions given by or on behalf of the Applicant unless due to the wilful default or negligence of Eastspring.
- 8.2. The Applicant acknowledges and accepts that Eastspring has absolute discretion to rely on facsimile confirmation from the Applicant and undertakes to indemnify and hold harmless Eastspring, its employees and Agents against all costs, expenses, loss of liabilities, claims and demands arising out of relying on the Applicant’s confirmation.

**9. Set Off**

Eastspring is entitled to set off any claim, which Eastspring or the Trustee may have against any of the assets, units or cash of the Applicant held by Eastspring or relevant Trustee(s).

**10. Tax Implications**

The Applicant/Unit Holder shall be acquainted with the relevant tax laws and exchange control regulations in force in the countries of domicile, registration or incorporation of the entity. The Applicant/Unit Holder shall be liable to pay and/or settle all the relevant taxes payable by the Applicant/Unit Holder in accordance to the relevant laws and exchange control regulations in force in the countries of domicile, registration or incorporation of the entity. Eastspring in compliance with the Malaysian Tax law and any other applicable law shall deduct the relevant applicable taxes accordingly wherever applicable to the Applicant/Unit Holder without prior notification to the Applicant/Unit Holder. All the deduction will be incorporated in the statements of the applicant and Eastspring shall not be held liable for whatsoever reasons for any tax payments deducted on behalf of the Applicant/Unit Holder according to the Malaysia’s Tax regulations and any other applicable law.

**11. Sophisticated Investors**

Only a sophisticated investor(s) may invest in a Wholesale Fund. The Guidelines on Unlisted Capital Market Products under the Lodge and Launch Framework defines a sophisticated investor to include any person who comes within any of the categories of investors as set out below:

- (a) a holder of a Capital Markets Services License.
- (b) a unit trust scheme, prescribed investment scheme or private retirement scheme.
- (c) Bank Negara Malaysia.
- (d) a closed end fund approved by the Commission.
- (e) a bank licensee or insurance licensee as defined under the Labuan Financial Services and Securities Act 2010.
- (f) an Islamic bank licensee or takaful licensee as defined under the Labuan Islamic Financial Services and Securities Act 2010.
- (g) a licensed institution as defined in the Banking and Financial Institutions Act 1989 or an Islamic bank as defined in the Islamic Banking Act 1983.
- (h) an insurance company registered under the Insurance Act 1996 or a takaful operator registered under the Takaful Act 1984.
- (i) a company that is registered as a trust company under the Trust Companies Act 1949 which has assets under management exceeding RM10 million or its equivalent in foreign currencies; or
- (j) a corporation that is a public company under the Companies Act 1965 which is approved by the Commission to be a trustee under the Act and has assets under management exceeding RM10 million or its equivalent in foreign currencies.
- (k) a corporation with total net assets exceeding RM 10 million or its equivalent in foreign currencies based on the last audited accounts; or
- (l) a partnership with total net assets exceeding RM 10 million or its equivalent in foreign currencies.
- (m) a statutory body established by an Act of Parliament or an enactment of any State.
- (n) a pension fund approved by the Director General of Inland Revenue under section 150 of the Income Tax Act 1967.

**12. Miscellaneous**

- 12.1. References to persons included entities, references to one gender include both genders and references to the singular includes the plural and vice versa.
- 12.2. The Form is personal to the Applicant and cannot be changed, assigned or transferred in any way by the Applicant.
- 12.3. Eastspring reserves the right to vary the Terms and Conditions at any time without notifying the Applicant.

**13. Compliance with laws in various jurisdictions**

- 13.1. Eastspring may be obliged to comply with or, at its sole and absolute discretion, choose to have regard to, observe or fulfil the requirements or expectations of the laws, regulations, orders, guidelines, codes, market standard, good practices and requests of or agreements with public, judicial, taxation, governmental and other regulatory authorities or self-regulatory bodies (the “Authorities”) and each an “Authority”) in various jurisdictions relating to any matter in connection with its business including without limitation, tax compliance, anti-money laundering, sanctions, terrorism financing or the prevention and detection of crime as amended, promulgated and introduced from time to time (the “Applicable Requirements”).
- 13.2. In this connection, Eastspring may disclose the particulars or any information concerning Unit Holders and/or their investments to any Authority in connection with its compliance or adherence (voluntary or otherwise) with the Applicable Requirements.
- 13.3. If a Unit Holder where applicable does not:
  - (a) provide to Eastspring in a timely manner with the information or documents required as set out in the Offering Document/Eastspring Master Account or additional information as requested from time to time; and/or
  - (b) provide to Eastspring with information of documents that are up-to-date, accurate or complete,

such that Eastspring is unable to ensure its ongoing compliance or adherence (whether voluntary or otherwise) with the Applicable Requirements, the Unit Holder, where applicable accepts and agrees that Eastspring may take such steps as it deems fit as set out in the Offering Document of the relevant Funds.



A member of Prudential plc (UK)

**Eastspring Investments Berhad (531241-U)**  
 Level 12, Menara Prudential,  
 No. 10, Jalan Sultan Ismail, 50250 Kuala Lumpur  
**Client Services** (603) 2332 1000  
**Client Services Fax** (603) 2052 3366  
**Email** cs.my@eastspring.com  
**Website** www.eastspringinvestments.com.my

**TRANSACTION FORM-BUY**

**Master Account Number**

**Campaign code (if applicable)**

In accordance with the requirements of the Capital Markets and Services Act 2007 (CMSA), this Transaction Form-Buy should not be circulated unless accompanied by the latest prospectus or information memorandum and supplemental thereto (if any). You should read and understand the contents of the latest prospectus or information memorandum and supplemental thereto (if any) and product highlights sheet before completing this form. Complete in **BLOCK LETTERS** and **BLACK INK** only and tick (✓) where applicable.

**Eastspring/Prudential Staff Own Investment**  
*(Please provide a copy of staff ID card)*

**Eastspring Agent Own Investment**  
*(Agent's Own Investment Benefit (AOIB) @ Zero Sales Charge - Please complete AOIB form)*

**1 INDIVIDUAL/NON-INDIVIDUAL APPLICANT DETAILS**

**Principal Account Holder Full Name/Name of Organisation**

*(as in NRIC/Passport/Company Registration)*

**Principal Account Holder NRIC/Passport No./Company Registration No.**

**Joint Account Holder Full Name**

*(as in NRIC/Passport/Birth Certificate)*

**Joint Account Holder NRIC/Passport No. or Birth Certificate No. (if minor)**

**Name of Contact Person**

*(for non-individual applicants)*

**Contact No.**

-  -  **Office Extension**   
*(where applicable)*

COUNTRY CODE\* AREA CODE PHONE NUMBER

**2 BUY DETAILS**

**Name of Fund(s)**

**Currency**  
*(e.g. MYR, USD, SGD)*

**Amount**

Name of Fund(s)	Currency	Amount
Eastspring Investments		
Eastspring Investments		
Eastspring Investments		
Eastspring Investments		

**Payment mode**

**Online Transfer [GIRO/RENTAS]**

*(Please provide a copy of the online transfer receipt)*

**Cheque/Bank Draft No.**

*(for MYR class only)*

*(Payable to EASTSPRING INVESTMENTS BERHAD)*

**EPF Members' Investment Scheme**

*(Please provide a completed KWSP 9N Form)*

**3 DECLARATION AND SIGNATURE(S)**

I/We acknowledge receipt and declare that I/we have read and understood the contents of the latest prospectus or information memorandum and supplemental thereto (if any) and product highlights sheet for the fund(s) and the Terms and Conditions of the Eastspring Investments Berhad ("Eastspring") Master Account ("Eastspring Master Account") and the Unit Trust Loan Financing Risk Disclosure Statement prior to completing the Transaction Form-Buy.

I/We undertake to be bound by the latest prospectus or information memorandum and supplemental thereto (if any) and product highlights sheet for the fund(s), the Terms and Conditions of the Eastspring Master Account and provisions of the deed and supplemental deed (if any) of the fund(s) for my/our initial and all subsequent transactions with Eastspring.

I/We am/are also aware of the fees and charges that I/we will incur directly or/and indirectly when investing in the fund(s).

I/We am/are not acting as a nominee for any undisclosed third party and none of the investment monies invested with Eastspring was derived from proceeds from an unlawful activity as defined by the Anti-Money Laundering and Anti-Terrorism Financing Act 2001.

I/We declare that there has been material change to the information provided in the previous suitability assessment ("SA") and I/we will submit a new SA form.

I/We hereby agree to indemnify Eastspring against all actions, suits, proceedings, claims, damages, and losses which may be suffered by Eastspring as a result of any inaccuracy of declarations herein.

**For sole proprietor only**

I hereby declare that I am the sole legal and beneficial owner of all the monies invested with Eastspring.

**For non-listed entities**

I/We hereby declare that the company is NOT any one of the following:

- (a) Financial institution; (b) A trust; (c) A non-listed entity of which more than 25% is directly/indirectly owned by any US person/entity; or (d) Required to file a tax return to the United States.

Principal Account Holder/  
 Authorised Signatory 1  Date

Joint Account Holder/  
 Authorised Signatory 2  Date

Company Stamp  
*(For non-individual applicants)*

**DETAILS OF EASTSPRING UNIT TRUST CONSULTANT ("UTC")**

**UTC Code**

**Name**

**Reporting Branch**

**Contact No.**



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



**UNIT TRUST LOAN FINANCING RISK DISCLOSURE STATEMENT****Investing in a Unit Trust Fund with Borrowed Money is More Risky than Investing with Your Own Savings**

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

1. The higher the margin of financing (that is, the amount of money you borrow for every ringgit of your own money which you put in as deposit or down payment), the greater the loss or gain on your investment.
2. You should assess whether you have the ability to service the repayments on the proposed loan. If your loan is a variable rate loan, and if interest rates rise, your total repayment amount will be increased.
3. If unit prices fall beyond a certain level, you may be asked to provide additional acceptable collateral (where units are used as collateral) or pay additional amounts on top of your normal instalments. If you fail to comply within the time prescribed, your units may be sold towards the settlement of your loan.

4. Returns on unit trusts are not guaranteed and may not be earned evenly over time. This means that there may be some years where returns are high and other years where losses are experienced. Whether you eventually realise a gain or loss may be affected by the timing of the sale of your units. The value of units may fall just when you want your money back even though the investment may have done well in the past.

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

**GENERAL INFORMATION ON PAYMENT**

1. If payment is made by cheque:
  - (a) Cheque/bank drafts should be made payable to "EASTSPRING INVESTMENTS BERHAD" and must be drawn on a bank located in Malaysia. The investor should write his/her full name and NRIC No. on the back of each cheque.
  - (b) The cheque(s)/bank draft(s) must be attached to this Transaction Form. Alternatively, should the investor wish to deposit his/her cheque(s) into any of the Eastspring Investments Berhad bank accounts stated below, the investor is required to attach the cheque deposit slip stating his/her full name, NRIC No. and Master Account No. (if any).
2. If payment is made by EPF's Members Investment Scheme, please fill in the KWSP 9N form and send it back to us with this Transaction Form.
3. If payment is made by Online Transfer, please provide a copy of the online transfer receipt together with this Transaction Form.
4. Third party cheques and third party online transfers are not allowed.
5. Upon the implementation of Goods and Services Tax ("GST") effective from 1 April 2015, all fees, charges and expenses charged to the fund will be subjected to 6% GST and will be borne by investors, unless stated otherwise.

**EASTSPRING INVESTMENTS BERHAD ACCOUNTS FOR ONLINE TRANSFER**

**Name of Bank:**  
Standard Chartered Bank

**Account Name:**  
Eastspring Investments Berhad

**Account No.:**  
312-1-4358303-2

**Name of Bank:**  
HSBC Bank Malaysia Berhad

**Account Name:**  
Eastspring Investments Berhad

**Account No.:**  
305-417255-101

**Name of Bank:**  
Malayan Banking Berhad

**Account Name:**  
Eastspring Investments Berhad

**Account No.:**  
514011576079

**Name of Bank:**  
Deutsche Bank (Malaysia) Berhad

**Account Name:**  
Eastspring Investments Berhad

**Account No.:**  
0003111-00-0

**TERMS AND CONDITIONS****Compliance with laws in various jurisdictions**

1. Eastspring may be obliged to comply with or, at its sole and absolute discretion, choose to have regard to, observe or fulfil the requirements or expectations of the laws, regulations, orders, guidelines, codes, market standard, good practices and requests of or agreements with public, judicial, taxation, governmental and other regulatory authorities or self-regulatory bodies (the "Authorities" and each an "Authority") in various jurisdictions relating to any matter in connection with its business including without limitation, tax compliance, anti-money laundering, sanctions, terrorism financing or the prevention and detection of crime as amended, promulgated and introduced from time to time (the "Applicable Requirements").
2. In this connection, Eastspring may disclose the particulars or any information concerning Unit Holders, Joint Holders and/or their investments to any Authority in connection with its compliance or adherence (voluntary or otherwise) with the Applicable Requirements.
3. If a Unit Holder and Joint Holder, where applicable do not:
  - (a) provide to Eastspring in a timely manner with the information or documents required as set out in the Offering Document/Eastspring Master Account or additional information as requested from time to time; and/or
  - (b) provide to Eastspring with information or documents that are up-to-date, accurate or complete,
 such that Eastspring is unable to ensure its ongoing compliance or adherence (whether voluntary or otherwise) with the Applicable Requirements, the Unit Holder and Joint Holder, where applicable accept and agree that Eastspring may take such steps as it deems fit as set out in the Offering Document of the relevant Funds.



A member of Prudential plc (UK)

**Eastspring Investments Berhad (531241-U)**  
 Level 12, Menara Prudential,  
 No. 10, Jalan Sultan Ismail, 50250 Kuala Lumpur  
**Client Services** (603) 2332 1000  
**Client Services Fax** (603) 2052 3366  
**Email** cs.my@eastspring.com  
**Website** www.eastspringinvestments.com.my

**TRANSACTION FORM  
 REGULAR INVESTMENTS**

**Master Account Number**

**Campaign code (if applicable)**

In accordance with the requirements of the Capital Markets and Services Act 2007 (CMSA), this Transaction Form-Regular Investments should not be circulated unless accompanied by the latest prospectus or information memorandum and supplemental thereto (if any). You should read and understand the contents of the latest prospectus or information memorandum and supplemental thereto (if any) and product highlights sheet before completing this form. Complete in **BLOCK LETTERS** and **BLACK INK** only and tick (✓) where applicable.

- Eastspring/Prudential Staff Own Investment**  
*(Please provide a copy of staff ID card)*
- Eastspring Agent Own Investment**  
*(Agent's Own Investment Benefit (AOIB) @ Zero Sales Charge - Please complete AOIB form)*

**1 INDIVIDUAL/NON-INDIVIDUAL APPLICANT DETAILS**

**Principal Account Holder Full Name/Name of Organisation**   
*(as in NRIC/Passport/Company Registration)*

**Principal Account Holder NRIC/Passport No./Company Registration No.**

**Joint Account Holder Full Name**   
*(as in NRIC/Passport/Birth Certificate)*

**Joint Account Holder NRIC/Passport No. or Birth Certificate No. (if minor)**

**Name of Contact Person**   
*(for non-individual applicants)*

**Contact No.**  -  -  **Office Extension**   
*(where applicable)*  
COUNTRY CODE\* AREA CODE PHONE NUMBER

**2 REGULAR INVESTMENT CHOICE**

**Please choose one of the following options:**

<input type="checkbox"/> <b>New Regular Investment Plan</b> Please submit Direct Debit Authorisation Form	<input type="checkbox"/> <b>Change of Regular Investment Plan</b> Please tick (✓) <b>one</b> of the boxes in <b>Part 1</b> and <b>Part 2</b>
<input type="checkbox"/> <b>Cancel/Stop Regular Investment Plan</b>	<p><b>Part 1</b> <input type="checkbox"/> Addition of Regular Investment Plan <input type="checkbox"/> Replacement of Regular Investment Plan  <i>(This will be added on top of your existing plan) (This will supersede your existing plan)</i></p> <p><b>Part 2</b> Has the change in <b>Part 1</b> exceeded your Direct Debit maximum frequency or amount?  <input type="checkbox"/> Yes <input type="checkbox"/> No  <i>(If yes, please submit a new Direct Debit Authorisation Form)</i></p>

**3 REGULAR INVESTMENT DETAILS**

Name of Fund(s)	Deduction Date	Deduction Amount
Eastspring Investments	<input type="checkbox"/> 5 <sup>th</sup> <input type="checkbox"/> 20 <sup>th</sup>	MYR <input type="text"/>
Eastspring Investments		MYR <input type="text"/>
Eastspring Investments		MYR <input type="text"/>

**4 DECLARATION AND SIGNATURE(S)**

We acknowledge receipt and declare that I/we have read and understood the contents of the latest prospectus or information memorandum and supplemental thereto (if any) and product highlights sheet for the fund(s) and the Terms and Conditions of the Eastspring Investments Berhad ("Eastspring") Master Account ("Eastspring Master Account") and the Unit Trust Loan Financing Risk Disclosure Statement prior to completing the Transaction Form-Regular Investments.

I/we undertake to be bound by the latest prospectus or information memorandum and supplemental thereto (if any) and product highlights sheet for the fund(s), the Terms and Conditions of the Eastspring Master Account and provisions of the deed and supplemental deed (if any) of the fund(s) for my/our initial and all subsequent transactions with Eastspring.

I/we am/are also aware of the fees and charges that I/we will incur directly or/and indirectly when investing in the fund(s).

We am/are not acting as a nominee for any undisclosed third party and none of the investment monies invested with Eastspring was derived from proceeds from an unlawful activity as defined by the Anti-Money Laundering and Anti-Terrorism Financing Act 2001.

I/we declare that there has been material change to the information provided in the previous suitability assessment ("SA") and I/we will submit a new SA form.

I/we hereby agree to indemnify Eastspring against all actions, suits, proceedings, claims, damages, and losses which may be suffered by Eastspring as a result of any inaccuracy of declarations herein.

**For sole proprietor only**

I hereby declare that I am the sole legal and beneficial owner of all the monies invested with Eastspring.

**For non-listed entities**

I/we hereby declare that the company is NOT any one of the following:

(a) Financial institution; (b) A trust; (c) A non-listed entity of which more than 25% is directly/indirectly owned by any US person/entity; or (d) Required to file a tax return to the United States.

Principal Account Holder/  
 Authorised Signatory 1  Date

Joint Account Holder/  
 Authorised Signatory 2  Date

Company Stamp  
*(For non-individual applicants)*

**DETAILS OF EASTSPRING UNIT TRUST CONSULTANT ("UTC")**

**UTC Code**  **Name**

**Reporting Branch**  **Contact No.**



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

## UNIT TRUST LOAN FINANCING RISK DISCLOSURE STATEMENT

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

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

1. The higher the margin of financing (that is, the amount of money you borrow for every ringgit of your own money which you put in as deposit or down payment), the greater the loss or gain on your investment.
2. You should assess whether you have the ability to service the repayments on the proposed loan. If your loan is a variable rate loan, and if interest rates rise, your total repayment amount will be increased.
3. If unit prices fall beyond a certain level, you may be asked to provide additional acceptable collateral (where units are used as collateral) or pay additional amounts on top of your normal instalments. If you fail to comply within the time prescribed, your units may be sold towards the settlement of your loan.

4. Returns on unit trusts are not guaranteed and may not be earned evenly over time. This means that there may be some years where returns are high and other years where losses are experienced. Whether you eventually realise a gain or loss may be affected by the timing of the sale of your units. The value of units may fall just when you want your money back even though the investment may have done well in the past.

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

## GENERAL INFORMATION ON PAYMENT

1. If payment is made by EPF's Members Investment Scheme, please fill in the KWSP 9N form and send back to us with this Transaction Form.
2. If payment is made by Online Transfer, please provide a copy of the online transfer receipt together with this Transaction Form.
3. Third party cheques and third party online transfers are not allowed.
4. Upon the implementation of Goods and Services Tax ("GST") effective from 1 April 2015, all fees, charges and expenses charged to the fund will be subjected to 6% GST and will be borne by investors, unless stated otherwise.

## DIRECT DEBIT

Direct Debit is a collection model that directly debits your bank account by giving authorisation to Eastspring to initiate the transactions. You are to complete the Direct Debit Authorisation Form authorising Eastspring Investments Berhad to debit account at a certain amount and on a specified date. This is a FREE facility provided to Eastspring investors.

The participating banks are:

• Bank Islam • Bank of America (M) Berhad • Bank Kerjasama Rakyat • CIMB Bank • Citibank • Deutsche Bank • Hong Leong Bank • HSBC Bank • JP Morgan Chase Bank • Maybank • OCBC Bank • Public Bank • RHB Bank • Standard Chartered Bank

The above list is non-exhaustive, as the service provider will review the list from time to time.

Eastspring requires one (1) month to process and enrol your application with the bank. Therefore, you are advised to submit the complete application one month prior to the deduction date. For example, if you wish to commence deduction starting from 28 June 2011, the complete application should be submitted to Eastspring by 27 May 2011. However, the deduction effective date will depend on the date Eastspring receives the complete application as well as the bank processed date.

Investments pricing will be calculated based on the date Eastspring receives the money, which is before the 4.00 p.m. cut off time regardless of your deduction date.

## TERMS AND CONDITIONS

### Compliance with laws in various jurisdictions

1. Eastspring may be obliged to comply with or, at its sole and absolute discretion, choose to have regard to, observe or fulfil the requirements or expectations of the laws, regulations, orders, guidelines, codes, market standard, good practices and requests of or agreements with public, judicial, taxation, governmental and other regulatory authorities or self-regulatory bodies (the "Authorities" and each an "Authority") in various jurisdictions relating to any matter in connection with its business including without limitation, tax compliance, anti-money laundering, sanctions, terrorism financing or the prevention and detection of crime as amended, promulgated and introduced from time to time (the "Applicable Requirements").
2. In this connection, Eastspring may disclose the particulars or any information concerning Unit Holders, Joint Holders and/or their investments to any Authority in connection with its compliance or adherence (voluntary or otherwise) with the Applicable Requirements.
3. If a Unit Holder and Joint Holder, where applicable do not:
  - (a) provide to Eastspring in a timely manner with the information or documents required as set out in the Offering Document/Eastspring Master Account or additional information as requested from time to time; and/or
  - (b) provide to Eastspring with information or documents that are up-to-date, accurate or complete,
 such that Eastspring is unable to ensure its ongoing compliance or adherence (whether voluntary or otherwise) with the Applicable Requirements, the Unit Holder and Joint Holder, where applicable accept and agree that Eastspring may take such steps as it deems fit as set out in the Offering Document of the relevant Funds.

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