

# **FIRST SUPPLEMENTARY INFORMATION MEMORANDUM OF EASTSPRING INVESTMENTS WHOLESALE SUKUK FUND**

This First Supplementary Information Memorandum of Eastspring Investments Wholesale Sukuk Fund dated 10 July 2020 ("First Supplementary Information Memorandum") must be read together with the Information Memorandum of Eastspring Investments Wholesale Sukuk Fund dated 27 March 2020 ("Information Memorandum").

## **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 FIRST SUPPLEMENTARY INFORMATION MEMORANDUM DATED 10 JULY 2020 AND THE INFORMATION MEMORANDUM DATED 27 MARCH 2020. IF IN DOUBT, PLEASE CONSULT A PROFESSIONAL ADVISER.**

## **RESPONSIBILITY STATEMENT**

This First Supplementary Information Memorandum 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 Information Memorandum false or misleading.

## **STATEMENTS OF DISCLAIMER**

The Securities Commission Malaysia will not be liable for any non-disclosure on the part of Eastspring Investments Berhad and takes no responsibility for the contents of this First Supplementary Information Memorandum, makes no representation as to its accuracy or completeness and expressly disclaims any liability whatsoever for any loss howsoever arising from, or in reliance upon the whole or any part of the contents of this First Supplementary Information Memorandum.

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

## **ADDITIONAL STATEMENTS**

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

Eastspring Investments Wholesale Sukuk Fund has been certified as Shariah-compliant by the Shariah adviser appointed for the Fund.

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

This First Supplementary Information Memorandum is issued to inform investors that:

- The information in relation to “Investment Restrictions and Limits” under “Chapter 3 – Fund Information” has been amended.
- The information in relation to “Switching Between Funds” under Chapter 5 – Transaction Information” has been amended.

**1. Amendments to page 5 of the Information Memorandum – “Fund Information – Investment Restrictions and Limits”**

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

The investment restrictions and limits for the Fund shall be as follows:

- (a) The value of the Fund’s placement in Islamic deposits with any single institution must not exceed 20% of the Fund’s NAV;
- (b) The aggregate value of the Fund’s investments in Islamic money market instruments and Islamic deposits issued by or placed with (as the case may be) any single institution must not exceed 25% of the Fund’s NAV;
- (c) 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;
- (d) Placement in Islamic deposits or investments in Islamic money market instruments shall not exceed 24 months in terms of their maturity tenure;
- (e) For investments in sukuk, the individual sukuk maturity tenure shall not exceed 10.5 years; and
- (f) The average duration of the investment portfolio of the Fund shall not exceed 5 years.

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 restriction or limit is breached through an appreciation or depreciation of the NAV (whether as a result of an appreciation or depreciation in value of the Fund’s assets, or as a result of repurchase of Units or payment made from the Fund). The External Investment Manager will not make any further acquisition to which the relevant restriction or limit is breached, and the External Investment 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.

**2. Amendments to page 15 of the Information Memorandum – “Transaction Information – Switching Between Funds”**

The information in relation to the switching between funds is hereby deleted and replaced with the following:

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 Fund.

**THIS FIRST SUPPLEMENTARY INFORMATION MEMORANDUM DATED 10 JULY 2020 IS TO BE READ IN CONJUNCTION WITH THE INFORMATION MEMORANDUM DATED 27 MARCH 2020.**

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. 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 stamped time and date made at the Manager's head office and branch offices.

Note: Our approved distributors may have an earlier cut-off time for switching of Units request.

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

In the event the Units carry more than one Unit Holder's name, i.e. "Joint Application", the switching application will be signed by all the jointholders. If the application specifies "Either Applicant to sign", any one Unit Holder who is registered as a jointholder will have the authority to sign the switching application.

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	Switch at NAV per Unit, the differential sales charge between the two (2) funds shall be borne by the Unit Holder.
Fund with NO sales charge		Note: 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.

However, please note that only money market funds are allowed to be switched into this Fund. For any other types of funds, it will be reviewed on a case to case basis at the Manager's sole discretion.

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 sukuk funds	Money market funds	T day	T + 3 days

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

# **SECOND SUPPLEMENTARY INFORMATION MEMORANDUM OF EASTSPRING INVESTMENTS WHOLESALE SUKUK FUND**

This Second Supplementary Information Memorandum of Eastspring Investments Wholesale Sukuk Fund dated 8 October 2021 ("Second Supplementary Information Memorandum") must be read together with the First Supplementary Information Memorandum of Eastspring Investments Wholesale Sukuk Fund dated 10 July 2020 ("First Supplementary Information Memorandum") and the Information Memorandum of Eastspring Investments Wholesale Sukuk Fund dated 27 March 2020 ("Information Memorandum").

## **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 SECOND SUPPLEMENTARY INFORMATION MEMORANDUM DATED 8 OCTOBER 2021, THE FIRST SUPPLEMENTARY INFORMATION MEMORANDUM DATED 10 JULY 2020 AND THE INFORMATION MEMORANDUM DATED 27 MARCH 2020. 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 6 OF THE INFORMATION MEMORANDUM DATED 27 MARCH 2020. PROSPECTIVE INVESTORS SHOULD ALSO NOTE THAT THE DISCLOSURE ON SHARIAH STATUS RECLASSIFICATION RISK IN THE INFORMATION MEMORANDUM DATED 27 MARCH 2020 HAS BEEN DULY REVISED AS REFLECTED ON PAGE 5 OF THIS SECOND SUPPLEMENTARY INFORMATION MEMORANDUM DATED 8 OCTOBER 2021.**

## **RESPONSIBILITY STATEMENT**

This Second Supplementary Information Memorandum 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 Information Memorandum false or misleading.

## **STATEMENTS OF DISCLAIMER**

The Securities Commission Malaysia will not be liable for any non-disclosure on the part of Eastspring Investments Berhad and takes no responsibility for the contents of this Second Supplementary Information Memorandum, makes no representation as to its accuracy or completeness and expressly disclaims any liability whatsoever for any loss howsoever arising from, or in reliance upon the whole or any part of the contents of this Second Supplementary Information Memorandum.

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

## **ADDITIONAL STATEMENTS**

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

Eastspring Investments Wholesale Sukuk Fund has been certified as Shariah-compliant by the Shariah Adviser appointed for the Fund.

Eastspring Investments Wholesale Sukuk 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 Eastspring Investments Wholesale Sukuk Fund.

**Unless otherwise provided in this Second Supplementary Information Memorandum, all the capitalised terms used herein shall have the same meanings ascribed to them in the Information Memorandum as supplemented by the First Supplementary Information Memorandum.**

This Second Supplementary Information Memorandum is issued to inform investors that:

- With effect from 8 October 2021, the 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). Hence, the definition of “U.S. Person” has been inserted under “Chapter 1 – Definitions” and a new paragraph in relation to the account treatment for U.S Person has been inserted in the distribution channels under “Chapter 5 – Transaction Information”.
- The definition of “accredited investors”, “CUTA”, “high net-worth entities”, “high net-worth individuals”, “IUTA”, “Shariah requirements”, “sukuk” and “UTC” under “Chapter 1 – Definitions” has been amended.
- The information in relation to the risk management strategies under “Chapter 3 – Fund Information” has been amended.
- The Shariah status reclassification risk under specific risks when investing in the Fund under “Chapter 3 – Fund Information” has been amended.
- The information in relation to the Shariah investment guidelines, cleansing process and zakat for the Fund under “Chapter 3 – Fund Information” has been amended.
- The information in relation to the last paragraph of the roles, duties and responsibilities of the Manager under “Chapter 3 – Fund Information” has been amended.
- The information in relation to the 2<sup>nd</sup> paragraph of 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 2<sup>nd</sup> paragraph of the purchase application and acceptance under “Chapter 5 – Transaction Information” has been amended.
- The information in relation to the 3<sup>rd</sup> and 6<sup>th</sup> paragraphs of how to pay for an investment under “Chapter 5 – Transaction Information” has been amended.
- The information in relation to the 1<sup>st</sup>, 3<sup>rd</sup> and 6<sup>th</sup> paragraphs of how to redeem Units under “Chapter 5 – Transaction Information” has been amended.
- The information in relation to the 5<sup>th</sup> paragraph of how to redeem Units under “Chapter 5 – Transaction Information” is hereby deleted.
- The information in relation to the 1<sup>st</sup> and 4<sup>th</sup> paragraphs of the switching between funds under “Chapter 5 – Transaction Information” has been amended.
- The information in relation to the 6<sup>th</sup> paragraph of the switching between funds under “Chapter 5 – Transaction Information” is hereby deleted.

**THIS SECOND SUPPLEMENTARY INFORMATION MEMORANDUM DATED 8 OCTOBER 2021 IS TO BE READ IN CONJUNCTION WITH THE FIRST SUPPLEMENTARY INFORMATION MEMORANDUM DATED 10 JULY 2020 AND THE INFORMATION MEMORANDUM DATED 27 MARCH 2020.**

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- The information in relation to the 4<sup>th</sup> paragraph of the transfer of Units under “Chapter 5 – Transaction Information” has been amended.
  - The information in relation to the last paragraph of how to keep track of your investment under “Chapter 5 – Transaction Information” has been amended.
  - The information in relation to the 3<sup>rd</sup> paragraph of the transaction details under “Chapter 5 – Transaction Information” has been amended.
  - The information in relation to the 2<sup>nd</sup> paragraph of the income reinvestment policy under “Chapter 5 – Transaction Information” has been amended.
  - The information in relation to item 1 of the lodging a complaint under “Chapter 8 – Additional Information” has been amended.
  - The information in relation to the head office under “Chapter 9 – Directory of Sales Office” has been amended.

**1. Amendments to pages 1 – 2 of the Information Memorandum – “Definitions”**

- (i) The definition of “accredited investors” is hereby deleted and replaced with the following:

**“accredited investors”** refers to:

- (a) a unit trust scheme, private retirement scheme or prescribed investment scheme;
- (b) BNM;
- (c) a licensed person or a registered person;
- (d) an exchange holding company, a stock exchange, a derivatives exchange, an approved clearing house, a central depository or a recognized market operator;
- (e) a corporation that is licensed, registered or approved to carry on any regulated activity or capital market services by an authority in Labuan or outside Malaysia which exercises functions corresponding to the functions of the SC;
- (f) a bank licensee or an insurance licensee as defined under the Labuan Financial Services and Securities Act 2010;
- (g) an Islamic bank licensee or a takaful licensee as defined under the Labuan Islamic Financial Services and Securities Act 2010;
- (h) a chief executive officer or a director of any person referred to in paragraphs (c) to (g); or
- (i) a closed-end fund approved by the SC.

- (ii) The definition of “CUTA” is hereby deleted and replaced with the following:

**“CUTA”** means Corporate Unit Trust Scheme Adviser, a licensed financial planner registered with the FIMM and is authorised to market and distribute unit trust schemes of another party;

- (iii) The definition of “high net-worth entities” is hereby deleted and replaced with the following:

**“high net-worth entities”** refers to:

- (a) a company that is registered as a trust company under the Trust Companies Act 1949 and has assets under its management exceeding RM10 million or its equivalent in foreign currencies;
- (b) a corporation that –
  - (i) is a public company under the Companies Act 2016 which is approved by the SC to be a trustee under the Act and has assets under its management, exceeding RM10 million or its equivalent in foreign currencies;



**THIS SECOND SUPPLEMENTARY INFORMATION MEMORANDUM DATED 8 OCTOBER 2021 IS TO BE READ IN CONJUNCTION WITH THE FIRST SUPPLEMENTARY INFORMATION MEMORANDUM DATED 10 JULY 2020 AND THE INFORMATION MEMORANDUM DATED 27 MARCH 2020.**

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- (ii) is carrying on the regulated activity of fund management solely for the benefit of its related corporations and has assets under its management exceeding RM10 million or its equivalent in foreign currencies;
    - (c) a corporation with total net assets exceeding RM10 million or its equivalent in foreign currencies based on the last audited accounts;
    - (d) a partnership with total net assets exceeding RM10 million or its equivalent in foreign currencies;
    - (e) a statutory body established under any laws unless otherwise determined by the SC; or
    - (f) a pension fund approved by the Director General of Inland Revenue under the Income Tax Act 1967.
  - (iv) The definition of “high net-worth individuals” is hereby deleted and replaced with the following:

**“high net-worth individuals”** refers to an individual:

    - (a) whose total net personal assets, or total net joint assets with his or her spouse, exceeding RM3 million or its equivalent in foreign currencies, excluding the value of the individual’s primary residence;
    - (b) who has a gross annual income exceeding RM300,000 or its equivalent in foreign currencies in the preceding twelve (12) months;
    - (c) who jointly with his or her spouse, has a gross annual income exceeding RM400,000 or its equivalent in foreign currencies in the preceding twelve (12) months; or
    - (d) whose total net personal investment portfolio or total net joint investment portfolio with his or her spouse, in any capital market products exceeding RM1 million or its equivalent in foreign currencies.
  - (v) The definition of “IUTA” is hereby deleted and replaced with the following:

**“IUTA”** means Institutional Unit Trust Scheme Adviser, a corporation registered with the FIMM and is authorised to market and distribute unit trust schemes of another party;
  - (vi) 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;
  - (vii) The definition of “sukuk” is hereby deleted and replaced with the following:

**“sukuk”** refers to certificates of equal value which evidence undivided ownership or investment in the assets using Shariah principles and concepts endorsed by the SAC of the SC or any relevant Shariah Supervisory Boards and/or the Shariah Adviser;
  - (viii) 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 green card 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

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- (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;

- (ix) The definition of "UTC" is hereby deleted and replaced with the following:

**"UTC"** means Unit Trust Scheme Consultant, an individual registered with the FIMM and is authorised to market and distribute unit trust schemes.

**2. Amendments to page 5 of the Information Memorandum – "Fund Information – Risk Management Strategies"**

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

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 and board of directors.

**3. Amendments to page 7 of the Information Memorandum – "Fund Information – Risk Factors – Specific Risks When Investing In The Fund"**

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

**Shariah status reclassification risk**

This risk refers to the risk of a possibility that the currently held sukuk or Islamic money market instruments or Islamic deposits 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 fixed income instruments or money market instruments or deposits.

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

**4. Amendments to page 7 of the Information Memorandum – "Fund Information – Shariah Investment Guidelines, Cleansing Process And Zakat For The Fund"**

The information in relation to the Shariah investment guidelines, cleansing process and zakat for the Fund is hereby deleted and replaced with the following:

**(1) Shariah Investment Guidelines Adopted by BIMB Securities Sdn Bhd**

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, 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 other investment instruments including sukuk, money market instruments, etc. must be Shariah-compliant.
- For Islamic money market instruments, sukuk and Islamic deposits, they shall be based on the data readily available on the BNM, the SC, and the financial institutions' websites.
- The decision of the Shariah Adviser shall be final.

**(2) Cleansing process for the Fund**

**(a) Wrong Investment**

This refers to Shariah non-compliant investment made by the External Investment Manager. The said investment shall be disposed of/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 approved 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 approved by the Shariah Adviser) shall be carried out within two (2) calendar months from the said disposal/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**

This refers to the instruments which were earlier classified as sukuk or Islamic money market instruments or Islamic deposits 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 fixed income instruments or money market instruments or deposits.

If on the last trading day before 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 last trading day before the reclassification effective date and capital gains arising from the disposal of the said reclassified Shariah non-compliant instruments made on the last trading day before the reclassification effective date can be kept by the Fund.

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However, any income received and excess capital gain derived from the disposal on and after the reclassification effective date at a price that is higher than the price on the last trading day before the reclassification effective date shall be channeled to *baitulmal* and/or charitable bodies approved 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.

**(3) Zakat for the Fund**

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

Note: The Shariah Adviser confirms that the investment portfolios of Eastspring Investments Wholesale Sukuk Fund comprise 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.

**5. Amendments to page 8 of the Information Memorandum – “Fund Information – Roles, Duties And Responsibilities Of The Manager”**

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

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.

**6. Amendments to page 14 of the Information Memorandum – “Transaction Information - Distribution Channels”**

- (i) The information in relation to the 2<sup>nd</sup> paragraph of the distribution channels is hereby deleted and replaced with the following:

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 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*.

- (ii) The following new paragraph is hereby inserted as the last paragraph in the distribution channel section:

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 SECOND SUPPLEMENTARY INFORMATION MEMORANDUM DATED 8 OCTOBER 2021 IS TO BE READ IN CONJUNCTION WITH THE FIRST SUPPLEMENTARY INFORMATION MEMORANDUM DATED 10 JULY 2020 AND THE INFORMATION MEMORANDUM DATED 27 MARCH 2020.**

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 ten (10) calendar days from the date that the Manager repurchase all the Units held by you.

(iii) 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 jointholder 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> <li>• Sophisticated Investor Declaration 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 latest audited account</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 Labuan FSA)</li> </ul>

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- 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)
- Duly completed and signed Personal Data Protection Notice Form (PDPA) by authorised signatories with company stamp
- Sophisticated Investor Declaration Form

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.

**7. Amendments to page 14 of the Information Memorandum – “Transaction Information – Purchase Application And Acceptance”**

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

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.

**8. Amendments to page 15 of the Information Memorandum – “Transaction Information – How To Pay For An Investment”**

The information in relation the 3<sup>rd</sup> and 6<sup>th</sup> paragraphs 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.

6<sup>th</sup> paragraph:

Details of the Manager's client trust bank account with its principal bankers are as follows:

Bank	Account no.
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

**9. Amendments to page 15 of the Information Memorandum – “Transaction Information – How To Redeem Units”**

- (i) The information in relation to the 1<sup>st</sup>, 3<sup>rd</sup> and 6<sup>th</sup> paragraphs of how to redeem Units is hereby deleted and replaced with the following:

1<sup>st</sup> paragraph:

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.

3<sup>rd</sup> paragraph:

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.

6<sup>th</sup> paragraph:

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 ten (10) calendar days 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 client trust bank account.

- (ii) The information in relation to the 5<sup>th</sup> paragraph of how to redeem Units is hereby deleted.

**10. Amendments to pages 15 – 16 of the Information Memorandum – “Transaction Information – Switching Between Funds”**

- (i) The information in relation to the 1<sup>st</sup> and 4<sup>th</sup> paragraphs of the switching between funds is hereby deleted and replaced with the following:

1<sup>st</sup> paragraph:

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.

4<sup>th</sup> paragraph:

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.

- (ii) The information in relation to the 6<sup>th</sup> paragraph of the switching between funds is hereby deleted.

**11. Amendments to page 16 of the Information Memorandum – “Transaction Information – Transfer Of Units”**

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

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.

**12. Amendments to page 17 of the Information Memorandum – “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:

A Unit Holder may communicate with the Manager via:

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

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

**13. Amendments to page 17 of the Information Memorandum – “Transaction Information – Transaction Details”**

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

In the case of a partial redemption, instructions will be carried out only if the minimum holding of Units (being 1 million 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 Holder's account are less than the minimum holding of Units after a redemption application is made, all Units that the Unit Holder holds in the Fund will be redeemed automatically.

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 out 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 for that fund after a switching application is made, the Manager may at its sole discretion disallow switching.

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 both jointholders. If the application specifies “Either Applicant to sign”, any one Unit Holder who is registered as a jointholder 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.



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**14. Amendments to page 18 of the Information Memorandum – “Transaction Information – Income Reinvestment Policy”**

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

Should a Unit Holder elect the mode of distribution in the master account opening form or provide any written instruction to the Manager for the income distribution to be paid out, the income distribution proceeds will be paid via e-payment ONLY (i.e. income distribution proceeds will be credited to a Malaysian domiciled bank account via telegraphic or online transfer). Any fees or charges imposed by the bank will be borne by the Unit Holder.

**15. Amendments to page 23 of the Information Memorandum – “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 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

**16. Amendments to page 24 of the Information Memorandum – “Directory of Sales 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  
**Email:** cs.my@eastspring.com  
**Website:** www.eastspring.com/my

# **THIRD SUPPLEMENTARY INFORMATION MEMORANDUM OF EASTSPRING INVESTMENTS WHOLESALE SUKUK FUND**

This Third Supplementary Information Memorandum of Eastspring Investments Wholesale Sukuk Fund dated 29 August 2022 ("Third Supplementary Information Memorandum") must be read together with the Information Memorandum of Eastspring Investments Wholesale Sukuk Fund dated 27 March 2020 ("Information Memorandum"), the First Supplementary Information Memorandum of Eastspring Investments Wholesale Sukuk Fund dated 10 July 2020 ("First Supplementary Information Memorandum") and the Second Supplementary Information Memorandum of Eastspring Investments Wholesale Sukuk Fund dated 8 October 2021 ("Second Supplementary Information Memorandum").

## **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 THIRD SUPPLEMENTARY INFORMATION MEMORANDUM DATED 29 AUGUST 2022, THE SECOND SUPPLEMENTARY INFORMATION MEMORANDUM DATED 8 OCTOBER 2021, THE FIRST SUPPLEMENTARY INFORMATION MEMORANDUM DATED 10 JULY 2020 AND THE INFORMATION MEMORANDUM DATED 27 MARCH 2020. IF IN DOUBT, PLEASE CONSULT A PROFESSIONAL ADVISER.**

**THIS THIRD SUPPLEMENTARY INFORMATION MEMORANDUM DATED 29 AUGUST 2022 IS TO BE READ IN CONJUNCTION WITH THE INFORMATION MEMORANDUM DATED 27 MARCH 2020, THE FIRST SUPPLEMENTARY INFORMATION MEMORANDUM DATED 10 JULY 2020 AND THE SECOND SUPPLEMENTARY INFORMATION MEMORANDUM DATED 8 OCTOBER 2021.**

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## **RESPONSIBILITY STATEMENT**

This Third Supplementary Information Memorandum 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 Information Memorandum false or misleading.

## **STATEMENTS OF DISCLAIMER**

The Securities Commission Malaysia will not be liable for any non-disclosure on the part of Eastspring Investments Berhad and takes no responsibility for the contents of this Third Supplementary Information Memorandum, makes no representation as to its accuracy or completeness and expressly disclaims any liability whatsoever for any loss howsoever arising from, or in reliance upon the whole or any part of the contents of this Third Supplementary Information Memorandum.

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

## **ADDITIONAL STATEMENTS**

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

Eastspring Investments Wholesale Sukuk Fund has been certified as Shariah-compliant by the Shariah Adviser appointed for the Fund.

Eastspring Investments Wholesale Sukuk 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 Eastspring Investments Wholesale Sukuk Fund.

THIS THIRD SUPPLEMENTARY INFORMATION MEMORANDUM DATED 29 AUGUST 2022 IS TO BE READ IN CONJUNCTION WITH THE INFORMATION MEMORANDUM DATED 27 MARCH 2020, THE FIRST SUPPLEMENTARY INFORMATION MEMORANDUM DATED 10 JULY 2020 AND THE SECOND SUPPLEMENTARY INFORMATION MEMORANDUM DATED 8 OCTOBER 2021.

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Unless otherwise provided in this Third Supplementary Information Memorandum, all the capitalised terms used herein shall have the same meanings ascribed to them in the Information Memorandum as supplemented by the First Supplementary Information Memorandum and the Second Supplementary Information Memorandum.

This Third Supplementary Information Memorandum is issued to inform investors that:

- The definition of “*baitulmal*” under “Chapter 1 – Definitions” has been inserted.
- The definitions of “SC” and “Sophisticated Investor” under “Chapter 1 – Definitions” have been amended.
- The information in relation to the Trustee under “Chapter 2 – Corporate Directory” 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 information in relation to last paragraph of the investment restrictions and limits under “Chapter 3 – Fund Information” has been amended.
- The information in relation to the Shariah investment guidelines, cleansing process and zakat for the Fund under “Chapter 3 – Fund Information” has been amended.
- The information in relation to the 2<sup>nd</sup> paragraph of the cross trade policy under “Chapter 3 – Fund Information– Roles, Duties And Responsibilities Of The Manager” has been amended.
- The information in relation to the External Investment Manager under “Chapter 3 – Fund Information” has been amended.
- The information in relation to the other expenses related to the Fund under “Chapter 5 – Fees, Charges And Expenses” has been amended.
- The information in relation to last paragraph of distribution channels under “Chapter 5 – Transaction Information” has been amended.
- With 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 to the 5<sup>th</sup> paragraph of how to redeem Units under “Chapter 5 – Transaction Information” has been amended to reflect the changes.

#### 1. Amendments to pages 1 to 2 of the Information Memorandum – “Definitions”

- (i) The definition of “*baitulmal*” is hereby inserted as follows:

“***baitulmal***” means the treasury of a State Islamic Religious Council;

- (ii) The definition of “SC” is hereby deleted and replaced with the following:

“**SC**” means the Securities Commission Malaysia;

- (iii) The definition of “Sophisticated Investor” is hereby deleted and replaced with the following:

**THIS THIRD SUPPLEMENTARY INFORMATION MEMORANDUM DATED 29 AUGUST 2022 IS TO BE READ IN CONJUNCTION WITH THE INFORMATION MEMORANDUM DATED 27 MARCH 2020, THE FIRST SUPPLEMENTARY INFORMATION MEMORANDUM DATED 10 JULY 2020 AND THE SECOND SUPPLEMENTARY INFORMATION MEMORANDUM DATED 8 OCTOBER 2021.**

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**“Sophisticated Investor”** refers to accredited investors, high net-worth entities, high net-worth individuals or any person who acquires unlisted capital market products where the consideration is not less than RM250,000 or its equivalent in foreign currencies for each transaction whether such amount is paid in cash or otherwise;

**2. Amendments to page 3 of the Information Memorandum – “Corporate Directory”**

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

**TRUSTEE**

NAME	:	<b>DEUTSCHE TRUSTEES MALAYSIA BERHAD</b>
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	:	<a href="mailto:dtmb.rtm@db.com">dtmb.rtm@db.com</a>

**3. Amendments to page 5 of the Information Memorandum – “Fund Information – Risk Management Strategies”**

The information in relation to 5<sup>th</sup> bullet point 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.

**4. Amendments to page 5 of the Information Memorandum – “Fund Information – Investment Restrictions And Limits”**

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

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 restriction or limit is breached as a result of an appreciation or depreciation in value of the Fund's assets, repurchase of Units or payment made from the Fund, change in capital of a corporation in which the Fund has invested in or downgrade in or cessation of a credit rating. The External Investment Manager will not make any further acquisition to which the relevant restriction or limit is breached, and the External Investment 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. This three (3) months period may be extended, if it is in the best interest of the Unit Holders and Trustee's consent is obtained. Such extension must be subject to at least a monthly review by the Trustee.

**5. Amendments to page 7 of the Information Memorandum – “Fund Information – Shariah Investment Guidelines, Cleansing Process And Zakat For The Fund”**

The information in relation to the Shariah investment, cleansing process and zakat for the Fund is hereby deleted and replaced with the following:

**(1) Shariah Investment Guidelines Adopted by the Shariah Adviser**

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, the decisions of the Shariah Adviser.
- The Fund must be established and operated by the Manager, and finally redeemed by the investors on the basis of contracts which are acceptable in Shariah. The banking facilities and short-term money market instruments used for the Fund have to be Shariah-compliant. Similarly, all other investment instruments including sukuk, money market instruments, etc. must be Shariah-compliant.
- For Islamic money market instruments, sukuk and Islamic deposits, they shall be based on the data readily available on the BNM, the SC, and the financial institutions' websites respectively.
- The decision of the Shariah Adviser shall be final.

**(2) Cleansing process for the Fund**

**(a) Wrong Investment**

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 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**

This refers to the instruments which were earlier classified as sukuk or Islamic money market instruments or Islamic deposits 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 fixed income instruments or money market instruments or deposits. 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.

**THIS THIRD SUPPLEMENTARY INFORMATION MEMORANDUM DATED 29 AUGUST 2022 IS TO BE READ IN CONJUNCTION WITH THE INFORMATION MEMORANDUM DATED 27 MARCH 2020, THE FIRST SUPPLEMENTARY INFORMATION MEMORANDUM DATED 10 JULY 2020 AND THE SECOND SUPPLEMENTARY INFORMATION MEMORANDUM DATED 8 OCTOBER 2021.**

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The Shariah Adviser advises that this cleansing process should be carried out within two (2) calendar months from the above disposal date.

**(3) Zakat for the Fund**

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

Note: The Shariah Adviser confirms that the investment portfolios of Eastspring Investments Wholesale Sukuk Fund comprise 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.

**6. Amendments to page 8 of the Information Memorandum – “Fund Information – Roles, Duties And Responsibilities Of The Manager”**

The information in relation to the 2<sup>nd</sup> paragraph of the cross trade policy 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.

**7. Amendments to page 8 of the Information Memorandum – “Fund Information – Information In Relation To The External Investment Manager”**

The information in relation to the External Investment Manager is hereby deleted and replaced with the following:

The Manager has appointed Eastspring Al-Wara' Investments Berhad as the external investment manager for the Fund. The External Investment Manager is responsible to invest the investments of the Fund in accordance with the Fund's objective and the Deed, 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 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.

**8. Amendments to page 11 of the Information Memorandum – “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 brokers or dealers (where applicable);
- auditors' fee;
- tax adviser's fee;
- Shariah adviser's fee

THIS THIRD SUPPLEMENTARY INFORMATION MEMORANDUM DATED 29 AUGUST 2022 IS TO BE READ IN CONJUNCTION WITH THE INFORMATION MEMORANDUM DATED 27 MARCH 2020, THE FIRST SUPPLEMENTARY INFORMATION MEMORANDUM DATED 10 JULY 2020 AND THE SECOND SUPPLEMENTARY INFORMATION MEMORANDUM DATED 8 OCTOBER 2021.

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- valuation fee\*;
  - taxes;
  - custodial charges (i.e. foreign sub-custodial charges only);
  - costs incurred for any modification of the Deed other than for the benefit of the Manager or the Trustee;
  - costs incurred for any meeting of the Unit Holders other than those convened for the benefit of the Manager and / or the Trustee;
  - costs incurred for the termination of the Fund;
  - cost of printing the annual and quarterly 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.

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

**9. Amendments to page 14 of the Information Memorandum – “Transaction Information – Distribution Channels”**

The last paragraph in the distribution channels section is hereby deleted and replaced with the following:

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.

**10. Amendments to page 15 of the Information Memorandum – “Transaction Information – How To Redeem Units”**

The information in relation to the 5<sup>th</sup> paragraph of how to redeem Units is hereby deleted and replaced with the following:

5<sup>th</sup> paragraph

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.

*\* 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.*

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# **FOURTH SUPPLEMENTARY INFORMATION MEMORANDUM OF EASTSPRING INVESTMENTS WHOLESALE SUKUK FUND**

This Fourth Supplementary Information Memorandum of Eastspring Investments Wholesale Sukuk Fund dated 8 May 2023 ("Fourth Supplementary Information Memorandum") must be read together with the Information Memorandum of Eastspring Investments Wholesale Sukuk Fund dated 27 March 2020 ("Information Memorandum"), the First Supplementary Information Memorandum of Eastspring Investments Wholesale Sukuk Fund dated 10 July 2020 ("First Supplementary Information Memorandum"), the Second Supplementary Information Memorandum of Eastspring Investments Wholesale Sukuk Fund dated 8 October 2021 ("Second Supplementary Information Memorandum") and the Third Supplementary Information Memorandum of Eastspring Investments Wholesale Sukuk Fund dated 29 August 2022 ("Third Supplementary Information Memorandum").

## **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 INFORMATION MEMORANDUM DATED 8 MAY 2023, THE THIRD SUPPLEMENTARY INFORMATION MEMORANDUM DATED 29 AUGUST 2022, THE SECOND SUPPLEMENTARY INFORMATION MEMORANDUM DATED 8 OCTOBER 2021, THE FIRST SUPPLEMENTARY INFORMATION MEMORANDUM DATED 10 JULY 2020 AND THE INFORMATION MEMORANDUM DATED 27 MARCH 2020. IF IN DOUBT, PLEASE CONSULT A PROFESSIONAL ADVISER.**

**THIS FOURTH SUPPLEMENTARY INFORMATION MEMORANDUM DATED 8 MAY 2023 IS TO BE READ IN CONJUNCTION WITH THE INFORMATION MEMORANDUM DATED 27 MARCH 2020, THE FIRST SUPPLEMENTARY INFORMATION MEMORANDUM DATED 10 JULY 2020, THE SECOND SUPPLEMENTARY INFORMATION MEMORANDUM DATED 8 OCTOBER 2021 AND THE THIRD SUPPLEMENTARY INFORMATION MEMORANDUM DATED 29 AUGUST 2022.**

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## **RESPONSIBILITY STATEMENT**

This Fourth Supplementary Information Memorandum 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 Information Memorandum false or misleading.

## **STATEMENTS OF DISCLAIMER**

The Securities Commission Malaysia will not be liable for any non-disclosure on the part of Eastspring Investments Berhad and takes no responsibility for the contents of this Fourth Supplementary Information Memorandum, makes no representation as to its accuracy or completeness and expressly disclaims any liability whatsoever for any loss howsoever arising from, or in reliance upon the whole or any part of the contents of this Fourth Supplementary Information Memorandum.

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

## **ADDITIONAL STATEMENTS**

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

Eastspring Investments Wholesale Sukuk Fund has been certified as Shariah-compliant by the Shariah Adviser appointed for the Fund.

Eastspring Investments Wholesale Sukuk 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 Eastspring Investments Wholesale Sukuk Fund.

**THIS FOURTH SUPPLEMENTARY INFORMATION MEMORANDUM DATED 8 MAY 2023 IS TO BE READ IN CONJUNCTION WITH THE INFORMATION MEMORANDUM DATED 27 MARCH 2020, THE FIRST SUPPLEMENTARY INFORMATION MEMORANDUM DATED 10 JULY 2020, THE SECOND SUPPLEMENTARY INFORMATION MEMORANDUM DATED 8 OCTOBER 2021 AND THE THIRD SUPPLEMENTARY INFORMATION MEMORANDUM DATED 29 AUGUST 2022.**

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**Unless otherwise provided in this Fourth Supplementary Information Memorandum, all the capitalised terms used herein shall have the same meanings ascribed to them in the Information Memorandum as supplemented by the First Supplementary Information Memorandum, the Second Supplementary Information Memorandum and the Third Supplementary Information Memorandum.**

This Fourth Supplementary Information Memorandum is issued to inform investors that:

- The information in relation to the investment restrictions and limits under “Chapter 3 – Fund Information” has been amended.

**1. Amendment to page 5 of the Information Memorandum – “Fund Information – Investment Restrictions and Limits”**

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

The investment restrictions and limits for the Fund shall be as follows:

- (a) The value of the Fund's placement in Islamic deposits with any single financial institution must not exceed 20% of the Fund's NAV. The single financial institution limit does not apply to placements of Islamic deposits:
  - (i) arising from 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;
  - (ii) arising from monies held for the settlement of redemption or other payment obligations, where the placement of Islamic deposits with various financial institutions would not be in the best interest of Unit Holders; or
  - (iii) where the Fund size is below RM5 million, which limits the Manager's ability to diversify the placement of Islamic deposits with various financial institutions;
- (b) The aggregate value of the Fund's investments in Islamic money market instruments and Islamic deposits issued by or placed with (as the case may be) any single financial institution must not exceed 25% of the Fund's NAV. This aggregate limit does not apply when the single financial institution limit in paragraph (a) does not apply;
- (c) 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;
- (d) Placement in Islamic deposits or investments in Islamic money market instruments shall not exceed 24 months in terms of their maturity tenure; and
- (e) The average duration of the investment portfolio of the Fund shall not exceed 5 years.

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 restriction or limit is breached as a result of an appreciation or depreciation in value of the Fund's assets, repurchase of Units or payment made from the Fund, change in capital of a corporation in which the Fund has invested in or downgrade in or cessation of a credit rating. The External Investment Manager will not make any further acquisition to which the relevant restriction or limit is breached, and the External Investment 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. This three (3) months period may be extended, if it is in the best interest of the Unit Holders and Trustee's consent is obtained. Such extension must be subject to at least a monthly review by the Trustee.

# **FIFTH SUPPLEMENTARY INFORMATION MEMORANDUM OF EASTSPRING INVESTMENTS WHOLESALE SUKUK FUND**

This Fifth Supplementary Information Memorandum of Eastspring Investments Wholesale Sukuk Fund dated 1 November 2023 ("Fifth Supplementary Information Memorandum") must be read together with the Information Memorandum of Eastspring Investments Wholesale Sukuk Fund dated 27 March 2020 ("Information Memorandum"), the First Supplementary Information Memorandum of Eastspring Investments Wholesale Sukuk Fund dated 10 July 2020 ("First Supplementary Information Memorandum"), the Second Supplementary Information Memorandum of Eastspring Investments Wholesale Sukuk Fund dated 8 October 2021 ("Second Supplementary Information Memorandum"), the Third Supplementary Information Memorandum of Eastspring Investments Wholesale Sukuk Fund dated 29 August 2022 ("Third Supplementary Information Memorandum") and the Fourth Supplementary Information Memorandum dated 8 May 2023 ("Fourth Supplementary Information Memorandum").

The Eastspring Investments Wholesale Sukuk Fund is constituted on 27 March 2020.

## **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 INFORMATION MEMORANDUM DATED 1 NOVEMBER 2023, THE FOURTH SUPPLEMENTARY INFORMATION MEMORANDUM DATED 8 MAY 2023, THE THIRD SUPPLEMENTARY INFORMATION MEMORANDUM DATED 29 AUGUST 2022, THE SECOND SUPPLEMENTARY INFORMATION MEMORANDUM DATED 8 OCTOBER 2021, THE FIRST SUPPLEMENTARY INFORMATION MEMORANDUM DATED 10 JULY 2020 AND THE INFORMATION MEMORANDUM DATED 27 MARCH 2020. IF IN DOUBT, PLEASE CONSULT A PROFESSIONAL ADVISER.**

**THIS FIFTH SUPPLEMENTARY INFORMATION MEMORANDUM DATED 1 NOVEMBER 2023 IS TO BE READ IN CONJUNCTION WITH THE INFORMATION MEMORANDUM DATED 27 MARCH 2020, THE FIRST SUPPLEMENTARY INFORMATION MEMORANDUM DATED 10 JULY 2020, THE SECOND SUPPLEMENTARY INFORMATION MEMORANDUM DATED 8 OCTOBER 2021, THE THIRD SUPPLEMENTARY INFORMATION MEMORANDUM DATED 29 AUGUST 2022 AND THE FOURTH SUPPLEMENTARY INFORMATION MEMORANDUM DATED 8 MAY 2023.**

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## **RESPONSIBILITY STATEMENT**

This Fifth Supplementary Information Memorandum 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 Information Memorandum false or misleading.

## **STATEMENTS OF DISCLAIMER**

The Securities Commission Malaysia has not authorised or recognised the Eastspring Investments Wholesale Sukuk Fund and a copy of this Fifth Supplementary Information Memorandum, the Fourth Supplementary Information Memorandum, the Third Supplementary Information Memorandum, the Second Supplementary Information Memorandum, the First Supplementary Information Memorandum and the Information Memorandum have not been registered with the Securities Commission Malaysia.

The lodgement of this Fifth Supplementary Information Memorandum, the Fourth Supplementary Information Memorandum, the Third Supplementary Information Memorandum, the Second Supplementary Information Memorandum, the First Supplementary Information Memorandum and the Information Memorandum should not be taken to indicate that the Securities Commission Malaysia recommends the Eastspring Investments Wholesale Sukuk Fund or assumes responsibility for the correctness of any statement made, opinion expressed or report contained in this Fifth Supplementary Information Memorandum, the Fourth Supplementary Information Memorandum, the Third Supplementary Information Memorandum, the Second Supplementary Information Memorandum, the First Supplementary Information Memorandum and the Information Memorandum.

The Securities Commission Malaysia is not liable for any non-disclosure on the part of Eastspring Investments Berhad responsible for the Eastspring Investments Wholesale Sukuk Fund and takes no responsibility for the contents in this Fifth Supplementary Information Memorandum, the Fourth Supplementary Information Memorandum, the Third Supplementary Information Memorandum, the Second Supplementary Information Memorandum, the First Supplementary Information Memorandum and the Information Memorandum. The Securities Commission Malaysia makes no representation on the accuracy or completeness of this Fifth Supplementary Information Memorandum, the Fourth Supplementary Information Memorandum, the Third Supplementary Information Memorandum, the Second Supplementary Information Memorandum, the First Supplementary Information Memorandum and the Information Memorandum, 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.**

THIS FIFTH SUPPLEMENTARY INFORMATION MEMORANDUM DATED 1 NOVEMBER 2023 IS TO BE READ IN CONJUNCTION WITH THE INFORMATION MEMORANDUM DATED 27 MARCH 2020, THE FIRST SUPPLEMENTARY INFORMATION MEMORANDUM DATED 10 JULY 2020, THE SECOND SUPPLEMENTARY INFORMATION MEMORANDUM DATED 8 OCTOBER 2021, THE THIRD SUPPLEMENTARY INFORMATION MEMORANDUM DATED 29 AUGUST 2022 AND THE FOURTH SUPPLEMENTARY INFORMATION MEMORANDUM DATED 8 MAY 2023.

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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 this Fifth Supplementary Information Memorandum that is false, misleading, or from which there is a material omission; or for any misleading or deceptive act

in relation to this Fifth Supplementary Information Memorandum or the conduct of any other person in relation to Eastspring Investments Wholesale Sukuk Fund.

Eastspring Investments Wholesale Sukuk Fund has been certified as Shariah-compliant by the Shariah Adviser appointed for the Fund.

Eastspring Investments Wholesale Sukuk 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 Eastspring Investments Wholesale Sukuk Fund.

**Unless otherwise provided in this Fifth Supplementary Information Memorandum, all the capitalised terms used herein shall have the same meanings ascribed to them in the Information Memorandum as supplemented by the First Supplementary Information Memorandum, the Second Supplementary Information Memorandum, the Third Supplementary Information Memorandum and the Fourth Supplementary Information Memorandum.**

This Fifth Supplementary Information Memorandum is issued to inform investors that:

- A new section in relation to the Information in Relation to the Manager under “Chapter 3 – Fund Information” has been inserted.
- The information in relation to the Information in Relation to the External Investment Manager under “Chapter 3 – Fund Information” has been amended.
- A new section in relation to the Information in Relation to the Trustee under “Chapter 3 – Fund Information” has been inserted.
- A new 2<sup>nd</sup> paragraph in relation to the auto reinvestment policy under “Chapter 5 – Transaction Information” has been inserted.

### **1. Amendments to page 8 of the Information Memorandum – “Fund Information – Information in Relation to the Manager”**

The following new section is hereby inserted before the Roles, Duties and Responsibilities of the Manager on page 8 of the Information Memorandum:

## **INFORMATION IN RELATION TO THE MANAGER**

### **Background of the Manager**

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

**THIS FIFTH SUPPLEMENTARY INFORMATION MEMORANDUM DATED 1 NOVEMBER 2023 IS TO BE READ IN CONJUNCTION WITH THE INFORMATION MEMORANDUM DATED 27 MARCH 2020, THE FIRST SUPPLEMENTARY INFORMATION MEMORANDUM DATED 10 JULY 2020, THE SECOND SUPPLEMENTARY INFORMATION MEMORANDUM DATED 8 OCTOBER 2021, THE THIRD SUPPLEMENTARY INFORMATION MEMORANDUM DATED 29 AUGUST 2022 AND THE FOURTH SUPPLEMENTARY INFORMATION MEMORANDUM DATED 8 MAY 2023.**

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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 JV companies) are ultimately wholly-owned/indirect subsidiaries/associate of Prudential plc of the United Kingdom. Eastspring Investments companies (including JV 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).

### **Fund Management Function**

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.

## **2. Amendments to page 8 of the Information Memorandum – “Fund Information – Information in Relation to the External Investment Manager”**

The information in relation to the external investment manager is hereby deleted and be replaced with the following:

### **INFORMATION IN RELATION TO THE EXTERNAL INVESTMENT MANAGER**

#### **Background of Eastspring Al-Wara' Investments Berhad**

Eastspring Al-Wara' Investments Berhad (“Eastspring Al-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.

Eastspring Al-Wara' business is to manage funds on behalf of institutional client and as at 30 June 2023, 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 has appointed Eastspring Al-Wara' as the external investment manager for the Fund. The External Investment Manager is responsible to invest the investments of the Fund in accordance

**THIS FIFTH SUPPLEMENTARY INFORMATION MEMORANDUM DATED 1 NOVEMBER 2023 IS TO BE READ IN CONJUNCTION WITH THE INFORMATION MEMORANDUM DATED 27 MARCH 2020, THE FIRST SUPPLEMENTARY INFORMATION MEMORANDUM DATED 10 JULY 2020, THE SECOND SUPPLEMENTARY INFORMATION MEMORANDUM DATED 8 OCTOBER 2021, THE THIRD SUPPLEMENTARY INFORMATION MEMORANDUM DATED 29 AUGUST 2022 AND THE FOURTH SUPPLEMENTARY INFORMATION MEMORANDUM DATED 8 MAY 2023.**

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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 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 and is the designated person responsible for the fund management of the Fund. 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 19 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.

**3. Amendments to page 8 of the Information Memorandum – "Fund Information – Information in Relation to the Trustee"**

The following new section is hereby inserted after the end of Information in Relation to the External Investment Manager on page 8 of the Information Memorandum:

**INFORMATION IN RELATION TO THE TRUSTEE**

**About Deutsche Trustees Malaysia Berhad**

Deutsche Trustees Malaysia Berhad ("DTMB") 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"). 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.

**Experience in trustee business**

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 August 2023, DTMB is the trustee



**THIS FIFTH SUPPLEMENTARY INFORMATION MEMORANDUM DATED 1 NOVEMBER 2023 IS TO BE READ IN CONJUNCTION WITH THE INFORMATION MEMORANDUM DATED 27 MARCH 2020, THE FIRST SUPPLEMENTARY INFORMATION MEMORANDUM DATED 10 JULY 2020, THE SECOND SUPPLEMENTARY INFORMATION MEMORANDUM DATED 8 OCTOBER 2021, THE THIRD SUPPLEMENTARY INFORMATION MEMORANDUM DATED 29 AUGUST 2022 AND THE FOURTH SUPPLEMENTARY INFORMATION MEMORANDUM DATED 8 MAY 2023.**

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for 232 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.

#### **Duties and responsibilities of the Trustee**

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 Capital Markets & Services Act 2007 and all relevant laws.

#### **Trustee's delegate**

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.

#### **4. Amendments to page 18 of the Information Memorandum – "Transaction Information – Auto Reinvestment Policy"**

A new 2<sup>nd</sup> paragraph is inserted under the auto reinvestment policy as follows:

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

The Manager reserves the right to change the income distribution instruction to "reinvestment" if the Unit Holder did not claim the income distribution payment for the last three (3) consecutive distributions.

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# **SIXTH SUPPLEMENTARY INFORMATION MEMORANDUM OF EASTSPRING INVESTMENTS WHOLESALE SUKUK FUND**

This Sixth Supplementary Information Memorandum of Eastspring Investments Wholesale Sukuk Fund dated 31 July 2025 ("Sixth Supplementary Information Memorandum") must be read together with the Information Memorandum of Eastspring Investments Wholesale Sukuk Fund dated 27 March 2020 ("Information Memorandum"), the First Supplementary Information Memorandum of Eastspring Investments Wholesale Sukuk Fund dated 10 July 2020 ("First Supplementary Information Memorandum"), the Second Supplementary Information Memorandum of Eastspring Investments Wholesale Sukuk Fund dated 8 October 2021 ("Second Supplementary Information Memorandum"), the Third Supplementary Information Memorandum of Eastspring Investments Wholesale Sukuk Fund dated 29 August 2022 ("Third Supplementary Information Memorandum"), the Fourth Supplementary Information Memorandum of Eastspring Investments Wholesale Sukuk Fund dated 8 May 2023 ("Fourth Supplementary Information Memorandum") and the Fifth Supplementary Information Memorandum of Eastspring Investments Wholesale Sukuk Fund dated 1 November 2023 ("Fifth Supplementary Information Memorandum").

The Eastspring Investments Wholesale Sukuk Fund ("Fund") is constituted on 27 March 2020.

## **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 SIXTH SUPPLEMENTARY INFORMATION MEMORANDUM DATED 31 JULY 2025, THE FIFTH SUPPLEMENTARY INFORMATION MEMORANDUM DATED 1 NOVEMBER 2023, THE FOURTH SUPPLEMENTARY INFORMATION MEMORANDUM DATED 8 MAY 2023, THE THIRD SUPPLEMENTARY INFORMATION MEMORANDUM DATED 29 AUGUST 2022, THE SECOND SUPPLEMENTARY INFORMATION MEMORANDUM DATED 8 OCTOBER 2021, THE FIRST SUPPLEMENTARY INFORMATION MEMORANDUM DATED 10 JULY 2020 AND THE INFORMATION MEMORANDUM DATED 27 MARCH 2020. IF IN DOUBT, PLEASE CONSULT A PROFESSIONAL ADVISER.**

## **RESPONSIBILITY STATEMENT**

This Sixth Supplementary Information Memorandum 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 Sixth Supplementary Information Memorandum false or misleading.

## **STATEMENTS OF DISCLAIMER**

The Securities Commission Malaysia has not authorised or recognised the Eastspring Investments Wholesale Sukuk Fund and a copy of this Sixth Supplementary Information Memorandum, the Fifth Supplementary Information Memorandum, the Fourth Supplementary Information Memorandum, the Third Supplementary Information Memorandum, the Second Supplementary Information Memorandum, the First Supplementary Information Memorandum and the Information Memorandum have not been registered with the Securities Commission Malaysia.

The lodgement of this Sixth Supplementary Information Memorandum, the Fifth Supplementary Information Memorandum, the Fourth Supplementary Information Memorandum, the Third Supplementary Information Memorandum, the Second Supplementary Information Memorandum, the First Supplementary Information Memorandum and the Information Memorandum should not be taken to indicate that the Securities Commission Malaysia recommends the Eastspring Investments Wholesale Sukuk Fund or assumes responsibility for the correctness of any statement made, opinion expressed or report contained in this Sixth Supplementary Information Memorandum, the Fifth Supplementary Information Memorandum, the Fourth Supplementary Information Memorandum, the Third Supplementary Information Memorandum, the Second Supplementary Information Memorandum, the First Supplementary Information Memorandum and the Information Memorandum.

The Securities Commission Malaysia is not liable for any non-disclosure on the part of Eastspring Investments Berhad responsible for the Eastspring Investments Wholesale Sukuk Fund and takes no responsibility for the contents in this Sixth Supplementary Information Memorandum, the Fifth Supplementary Information Memorandum, the Fourth Supplementary Information Memorandum, the Third Supplementary Information Memorandum, the Second Supplementary Information Memorandum, the First Supplementary Information Memorandum and the Information Memorandum. The Securities Commission Malaysia makes no representation on the accuracy or completeness of this Sixth Supplementary Information Memorandum, the Fifth Supplementary Information Memorandum, the Fourth Supplementary Information Memorandum, the Third Supplementary Information Memorandum, the Second Supplementary Information Memorandum, the First Supplementary Information Memorandum and the Information Memorandum, and expressly disclaims any liability whatsoever arising from, or in reliance upon, the whole or any part of its contents.

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

## **ADDITIONAL STATEMENTS**

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

Eastspring Investments Wholesale Sukuk Fund has been certified as Shariah-compliant by the Shariah Adviser appointed for the Fund.

Eastspring Investments Wholesale Sukuk 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 Eastspring Investments Wholesale Sukuk Fund.

**Unless otherwise provided in this Sixth Supplementary Information Memorandum, all the capitalised terms used herein shall have the same meanings ascribed to them in the Information Memorandum as supplemented by the First Supplementary Information Memorandum, the Second Supplementary Information Memorandum, the Third Supplementary Information Memorandum, the Fourth Supplementary Information Memorandum and the Fifth Supplementary Information Memorandum.**

This Sixth Supplementary Information Memorandum is issued to inform investors that:

- The definition of “accredited investors”, “high net-worth entities”, “high net-worth individuals” and “Shariah Supervisory Boards” under “Chapter 1 – Definitions” have been deleted.
- The definition of “Shariah”, “Sophisticated Investor” and “sukuk” under “Chapter 1 – Definitions” have been amended.
- The information in relation to the Shariah Adviser under “Chapter 2 – Corporate Directory” has been amended.
- The information on the initial offer period and offer price under “Chapter 3 – Fund Information” has been deleted.
- The information in relation to the Shariah investment guidelines, cleansing process and zakat for the Fund under “Chapter 3 – Fund Information” has been amended.
- The information in relation to the Manager under “Chapter 3 – Fund Information” has been amended.
- The information in relation to the External Investment Manager under “Chapter 3 – Fund Information” has been amended.
- The information in relation to how to purchase Units, how to pay for an investment and unclaimed moneys policy under “Chapter 5 – Transaction Information” has been amended.
- The information in relation to lodging a complaint under “Chapter 9 – Additional Information” has been amended.
- The information in relation to the directory of sales office under “Chapter 10 – Directory of Sales Office” has been amended.

#### **1. Amendments to pages 1 - 2 of the Information Memorandum – “Definitions”**

- (i) The definitions of “accredited investors”, “high net-worth entities”, “high net-worth individuals” and “Shariah Supervisory Boards” are hereby deleted.
- (ii) 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 *Sunnah* (practices and explanations rendered by the Prophet Muhammad (*pbuh*)) and other sources of Shariah such as *Ijtihad* (intellectual reasoning) of Shariah scholars;

- (iii) The definition of “Sophisticated Investor” is hereby deleted and replaced with the following:

**“Sophisticated Investor”** refers to accredited investor, high net-worth entity, high net-worth individual or any person who acquires any capital market products where the consideration is not less than RM250,000 or its equivalent in foreign currencies for each transaction whether such amount is paid for in cash or otherwise.

*Note: Please refer to the Sophisticated Investor Declaration Form for the latest definition of accredited investor, high net-worth entity and high-net worth individual.*

(iv) The definition of “sukuk” is hereby deleted and replaced with the following:

“**sukuk**” refers to certificates of equal value which evidence undivided ownership or investment in the assets using Shariah principles and concepts endorsed by the SAC of the SC;

## **2. Amendments to page 3 of the Information Memorandum – “Corporate Directory”**

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

### **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 34, Menara Bank Islam  
No. 22 Jalan Perak  
50450 Kuala Lumpur  
TELEPHONE NO. : 603-2613 1600  
FAX NO. : 603-2613 1799  
EMAIL : [shariah.bimbsec@bankislam.com.my](mailto:shariah.bimbsec@bankislam.com.my)  
WEBSITE : [www.bimbsec.com.my](http://www.bimbsec.com.my)

## **3. Amendments to page 4 of the Information Memorandum – “Fund Information”**

The information on the initial offer period and offer price are hereby deleted.

## **4. Amendments to page 7 of the Information Memorandum – “Fund Information – Shariah Investment Guidelines, Cleansing Process and Zakat for the Fund”**

The information in relation to the Shariah investment guidelines, cleansing process and zakat for the Fund 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 investments of the Fund:

#### **(a) Shariah Requirements for Investments and Operations of the Fund**

- The Fund must at all times and all stages of its operation comply with Shariah requirements as resolved by the SAC of the SC or in cases where no specific rulings are made by the SAC of the SC, the decisions of the Shariah Adviser.
- The Fund must be established and operated by the Manager, and finally redeemed by the investors on the basis of contracts which are acceptable in Shariah. The banking facilities and short-term money market instruments used for the Fund have to be Shariah-compliant. Similarly, all other investment instruments must be Shariah-compliant.
- For Islamic money market instruments, sukuk and Islamic deposits, they shall be based on the data readily available on the BNM, the SC, and the financial institutions’ websites respectively.
- The decision of the Shariah Adviser shall be final.

**(b) Cleansing process for the Fund**

**(i) Wrong Investment**

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 Shariah non-compliant income received before or after the disposal of the investment, it has to be channelled to *baitulmal* and/or charitable bodies as advised by the Shariah Adviser. The Fund has a right to retain only the investment cost. The Shariah Adviser advises that this cleansing process (namely, channelling of income from wrongful investment to *baitulmal* and/or charitable bodies as advised by the Shariah Adviser) shall be carried out within one (1) calendar month upon the confirmation by the Shariah Adviser. If the disposal or withdrawal of the investment resulted in losses to the Fund, the losses are to be borne by the Manager.

**(ii) Reclassification of Shariah Status of the Fund's Investment**

This refers to the instruments which were earlier classified as sukuk or Islamic money market instruments or Islamic deposits 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 fixed income instruments or money market instruments or deposits.

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 or withdrawn within one (1) calendar month of reclassification.

Any income received up to the reclassification effective date and capital gains arising from the disposal or withdrawal 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 or withdrawal after the reclassification effective date at a price that is higher than the price on the reclassification effective date shall be channelled to *baitulmal* and/or charitable bodies as advised by the Shariah Adviser. The Shariah Adviser advises that this cleansing process should be carried out within one (1) calendar month upon confirmation by the Shariah Adviser.

**(c) Maqasid Al-Shariah Aspirations and Principles**

The Fund is designed in accordance with the following Aspirations and guiding Principles as outlined in the Maqasid Al-Shariah Guidance issued by the SC:

**(i) Aspiration 3: Clarity and Transparency**

**Principle 8: Enhancing Disclosure and Documentation**

The Fund ensures quality disclosure and documentation of information by providing comprehensive and accurate details regarding its investments in the Information Memorandum as well as the performance of the Fund through the periodic Fund's reports.

Through these channels, Unit Holders are able to access insights into the Fund's performance, enabling them to make informed decisions. This commitment to transparency also ensures a clear understanding of the Fund's trajectory and potential opportunities.

**(ii) Aspiration 5: Fiduciary and Accountability**

**Principle 11: Upholding Fiduciary Duty with Utmost Good Faith**

The External Investment Manager shall exercise the degree of care and diligence in managing the Fund and effectively employ the resources to ensure that the Fund complies with the relevant SC rules and regulations including the Shariah requirements.

With regard to the investments of the Fund, the External Investment Manager has a duty to carefully select and assess the Shariah-compliant investment instruments, conduct thorough due diligence particularly prior to the investment and monitor the performance of investments at all times to safeguard the interests of the Unit Holders.

**(iii) Aspiration 6: Accessibility and Inclusivity**

**Principle 13: Broadening the Circulation of Wealth and Participation**

The Fund targets Sophisticated Investors seeking steady and regular income, thereby contributing to the broader circulation of wealth through its investment activities.

By investing in a consistent and diversified range of opportunities, the Fund fosters greater participation in the Islamic capital market, enabling a wider pool of investors to benefit from economic growth. This approach promotes inclusivity by providing capital access to businesses with growth potential, while maintaining exposure to established firms. Ultimately, the Fund supports the creation of a more equitable financial ecosystem and contributes to sustainable wealth distribution.

**(2) Zakat for the Islamic unit trust funds**

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

*Note: The Shariah Adviser confirms that the investment portfolios of Eastspring Investments Wholesale Sukuk Fund comprise 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.*

**5. Amendments to pages 2 – 3 of the Fifth Supplementary Information Memorandum – “Fund Information – Information in Relation to the Manager”**

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

**INFORMATION IN RELATION TO THE MANAGER**

**Background of the Manager**

The Manager's corporate information and experience as a unit trust management company can be viewed at [www.eastspring.com/my/about-us/company](http://www.eastspring.com/my/about-us/company).

**Fund Management Function**

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.

The information on the Fund's designated fund manager is available on our website at [www.eastspring.com/my/about-us/fund-management-function](http://www.eastspring.com/my/about-us/fund-management-function).

**6. Amendments to page 8 of the Information Memorandum – “Fund Information – Information in Relation to the External Investment Manager”**

The information in relation to the External Investment Manager is hereby deleted and be replaced with the following:

**INFORMATION IN RELATION TO THE EXTERNAL INVESTMENT MANAGER**

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

The External Investment Manager’s corporate information and experience in fund management, including the designated fund manager, can be viewed at [www.eastspring.com/my/about-us/advisers-and-delegates](http://www.eastspring.com/my/about-us/advisers-and-delegates).

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

The Manager has appointed Eastspring AI-Wara’ Investments Berhad as the external investment manager for the Fund. 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 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.

**7. Amendments to page 14 of the Information Memorandum – “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 investors can register for an account via “myEastspring” self-service mobile application (downloadable from Apple App Store or Google Play Store) by providing the required information for Electronic Know Your Customer (eKYC) verification for the account opening.

Alternatively, individual investors may seek assistance from a UTC for the “myEastspring” account opening by providing the following required documents:

- Images of identity card (Malaysian or Singaporean) (front and back) or valid unexpired passport (foreigner) or other identification such as police identity card or army identity card (front and back); and/or
- Most recent utility bill or bank statement or valid unexpired driver’s license or international travel documents or birth certificate 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.

*\*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.*

Upon successful account opening, the investors may purchase Units of the Fund by executing a buy transaction via online through “myEastspring” mobile application or website at [www.myeastspring.com.my/](http://www.myeastspring.com.my/).



(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>• Investor profiling form</li> <li>• Certified true copy of identity card, passport or other identification</li> <li>• Sophisticated Investor Declaration Form</li> <li>• Relevant U.S. tax forms (where applicable)</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>• Ultimate beneficial owner (UBO) declaration form</li> <li>• Certified true copy of board resolution (with specimen signature of all authorised signatories)</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 (who are not directors)</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 Labuan FSA)</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> <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> <li>• Personal data protection notice form for directors and authorised representatives</li> <li>• Certified copy of Memorandum and Articles of Association (M&amp;A) or its equivalent</li> <li>• Sophisticated Investor Declaration Form</li> <li>• Relevant U.S. tax forms (where applicable)</li> </ul>

*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.

**8. Amendments to page 15 of the Information Memorandum – “Transaction Information – How to Pay for an Investment”**

The information in relation to how to pay for an investment is hereby deleted and replaced with the following:

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. Please visit [www.eastspring.com/my](http://www.eastspring.com/my) for details of the Manager's client trust bank account.

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 client trust bank account by using a bank deposit slip at any branch of the Manager's principal bankers. Please visit [www.eastspring.com/my](http://www.eastspring.com/my) for details of the Manager's client trust bank account. 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 to indicate their name and Malaysian National Registration Identity Card number or passport number (for foreigner) on the bank deposit slip.

The Manager will not accept any cash payment, cash payment through Automated Teller Machine, cash deposits over the bank counter, 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 the Unit Holder.

<p style="text-align: center;"><b>INVESTORS MUST NOT MAKE PAYMENT IN CASH TO ANY INDIVIDUAL AGENT WHEN PURCHASING UNITS OF THE FUND</b></p>
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**9. Amendments to page 18 of the Information Memorandum – "Transaction Information – Unclaimed Moneys Policy"**

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

Any unclaimed moneys will be filed with and paid to the Registrar of Unclaimed Moneys after the lapse of two (2) years from the date of payment in accordance with the requirements of the Unclaimed Moneys Act 1965. Unit Holders will have to liaise directly with the Registrar of Unclaimed Moneys to claim their moneys.

**10. Amendments to page 23 of the Information Memorandum – "Additional Information – Lodging a Complaint"**

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

Please refer to [www.eastspring.com/my/about-us/contact-us](http://www.eastspring.com/my/about-us/contact-us) for more information on how to lodge a complaint.

**11. Amendments to page 24 of the Information Memorandum – "Directory of Sales Office"**

The information in relation to the directory of sales office is hereby deleted and replaced with the following:

Please refer to [www.eastspring.com/my/about-us/contact-us](http://www.eastspring.com/my/about-us/contact-us) for more information on the Manager's head office and distribution offices.