

## FOURTH SUPPLEMENTARY INFORMATION MEMORANDUM DATED 15 SEPTEMBER 2022 IN RESPECT OF US-CANADA INCOME AND GROWTH

The Manager **AmFunds Management Berhad** Registration number: 198601005272 (154432-A)

The Trustee **Deutsche Trustees Malaysia Berhad** Registration number: 200701005591 (763590-H)

THIS FOURTH SUPPLEMENTARY INFORMATION MEMORANDUM DATED 15 SEPTEMBER 2022 HAS TO BE READ IN CONJUNCTION WITH THE REPLACEMENT INFORMATION MEMORANDUM FOR US-CANADA INCOME AND GROWTH DATED 1 DECEMBER 2014, THE FIRST SUPPLEMENTARY INFORMATION MEMORANDUM DATED 1 APRIL 2015, THE SECOND SUPPLEMENTARY INFORMATION MEMORANDUM DATED 10 SEPTEMBER 2015 AND THE THIRD SUPPLEMENTARY INFORMATION MEMORANDUM DATED 5 JULY 2019.

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

### **RESPONSIBILITY STATEMENTS**

This Fourth Supplementary Information Memorandum dated 15 September 2022 (the "Fourth Supplementary Information Memorandum") in relation to the Replacement Information Memorandum for US-Canada Income and Growth dated 1 December 2014 (the "Replacement Information Memorandum"), the First Supplementary Information Memorandum dated 1 April 2015 (the "First Supplementary Information Memorandum"), the Second Supplementary Information Memorandum dated 10 September 2015 (the "Second Supplementary Information Memorandum") and the Third Supplementary Information Memorandum dated 5 July 2019 (the "Third Supplementary Information Memorandum") (collectively, the "Information Memorandums") has been reviewed and approved by the directors of AmFunds Management Berhad and they collectively and individually accept full responsibility for the accuracy of all 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

A copy of this Fourth Supplementary Information Memorandum has been lodged with the Securities Commission Malaysia. The lodgement of the Information Memorandums should not be taken to indicate that the Securities Commission Malaysia recommends US-Canada Income and Growth (the "Fund") or assumes responsibility for the correctness of any statement made, opinion expressed or report contained in the Information Memorandums.

The Securities Commission Malaysia is not liable for any non-disclosure on the part of AmFunds Management Berhad, the management company responsible for the Fund and takes no responsibility for the contents in the Information Memorandums. The Securities Commission Malaysia makes no representation on the accuracy or completeness of the Information Memorandums, and expressly disclaims any liability whatsoever arising from, or in reliance upon, the whole or any part of its contents.

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

## ADDITIONAL STATEMENTS

An investment in the Fund carries with it a degree of risk. The value of units and the income from it, if any, may go down as well as up, and investment in wholesale fund involve risks including the risk of total capital loss and no income distribution. Sophisticated Investors should consider the risk factors set out under the heading Risk Factors in the Information Memorandums.

Statements made in the Information Memorandums are based on the law and practice currently in force in Malaysia and are subject to changes in such law and practices.

Any reference to a time or day in the Information Memorandums shall be a reference to that time or day in Malaysia, unless otherwise stated.

No person has been authorised to issue any advertisement or to give any information, or to make any representations in connection with the offering, placing, subscription, sale, switching or redemption of units in the Fund other than those contained in the Information Memorandums and, if issued, given or made, such advertisement, information or representations must not be relied upon by an investor. Any purchase made by any person on the basis of statements or representations not contained in or inconsistent with the information and representations in the Information Memorandums will be solely at the risk of the Sophisticated Investor. Sophisticated Investors may wish to consult their independent professional adviser about the suitability of the Fund for their investment needs.

The Information Memorandums do not constitute an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation.

The Manager has the right to reject any application by a US Person. However, if you are investing through our appointed distributor who operates under a nominee system of ownership, kindly consult the respective distributor accordingly.

## PERSONAL DATA

As part of our day to day business, we collect your personal information when you apply to open an account with us, subscribe to any of our products or services or communicate with us. In return, we may use this information to provide you with our products or services, maintain our records or send you relevant information. We may use your personal information which includes information on any transactions conducted with us, for one or more of the following purposes, whether in Malaysia or otherwise:

- a. Assess your eligibility or suitability for our products which you had applied for and to verify your identity or financial standing through credit reference checks;
- b. To notify you of more and up to-date information such as improvements and new features to the existing products and services, development of new products, services and promotions which may be of interest to you;
- c. Manage and maintain your account(s) through regular updates, consolidation and improving the accuracy of our records. In this manner we can respond to your enquiries, complaints and to generally resolve disputes quickly so that we can improve our business and your relationship with us;
- d. Conduct research for analytical purposes, data mining and analyse your transactions/use of products and services to better understand your current financial/investment position and future needs. We will also produce data, reports and statistics from time to time, however such information will be aggregated so that your identity will remain confidential;
- e. Comply with the requirements of any law and regulations binding on us such as conducting anti-money laundering checks, crime detection/prevention, prosecution, protection and security;
- f. Enforcement of our rights to recover any debt owing to us including transferring or assigning our rights, interests and obligations under any of your agreement with us;
- g. In the normal course of general business planning, oversight functions, strategy formulation and decision making within AmBank Group;
- h. To administer and develop the Manager's and/or the Manager's associated companies within the AmBank Group business relationship with you;
- i. Outsourcing of business and back-room operations within AmBank Group and/or other service providers; and
- j. Any other purpose(s) that is required or permitted by any law, regulations, standards, guidelines and/or relevant regulatory authorities including with the trustee of the Fund

Sophisticated Investors are advised to read our latest or updated Privacy Notice (notice provided as required under the Personal Data Protection Act 2010) available on our website at www.aminvest.com. Our Privacy Notice may be revised from time to time and if there is or are any revision(s), it will be posted on our website and/or other means of communication deemed suitable by us. However, any revision(s) will be in compliance with the Personal Data Protection Act 2010.

## THE REMAINING PAGE IS INTENTIONALLY LEFT BLANK

Unless otherwise provided in this Fourth Supplementary Information Memorandum, all the capitalized terms used herein shall have the same meanings ascribed to them in the Information Memorandums.

## A. REGISTRATION NUMBER

The following information on registration number of the Manager, the Trustee and its delegate, wherever it appears in the Information Memorandums, are hereby updated to be read as follows:

AmFunds Management Berhad	Registration number: 198601005272 (154432-A)
Deutsche Trustees Malaysia Berhad	Registration number: 200701005591 (763590-H)
Deutsche Bank (Malaysia) Berhad	Registration number: 199401026871 (312552-W)

## **B. DEFINITIONS**

Page 1 – 4 of the Replacement Information Memorandum, page 3 of the First Supplementary Information Memorandum, page 3 – 5 of the Second Supplementary Information Memorandum and page 3 - 4 of the Third Supplementary Information Memorandum

1. The definitions of "AmBank Group", "Deed" and "Sophisticated Investors" under section "Definitions" are hereby deleted and replaced with the following:

Deed	The deed dated 17 June 2014 and supplemental deeds (if any) entered into between the Manager and the Trustee in relation to the Fund.
Sophisticated Investor(s)	Means any person who comes within any of the categories of investors set out in Part 1, Schedule 6 & 7 of the CMSA, or any categories of investors as may be defined by the SC from time to time and shall include any amendments and revisions contained herein or made pursuant thereto.

2. The definition of "Special Resolution" is hereby inserted under this section:

Special Resolution	Means a resolution passed by a majority of not less than three-fourths of the Unit Holders present and voting at the meeting in person or by proxy.
	For the purposes of terminating the Fund, "Special Resolution" is passed by a majority in number holding not less than three-fourths of the value of the votes cast by the Unit Holders present and voting at the meeting in person or by proxy.

## C. CORPORATE DIRECTORY

Page 5 – 6 of the Replacement Information Memorandum, page 3 – 4 of the First Supplementary Information Memorandum, page 5 of the Second Supplementary Information Memorandum and page 4 of the Third Supplementary Information Memorandum

1. The details of Deutsche Trustees Malaysia Berhad and its delegate are hereby deleted and replaced with the following:

## **TRUSTEE**

Deutsche Trustees Malaysia Berhad Registration number: 200701005591 (763590-H)

#### **Registered office/Business office**

Level 20, Menara IMC, 8 Jalan Sultan Ismail, 50250 Kuala Lumpur Tel: (603) 2053 7522 Fax: (603) 2053 7526 Email: dtmb.rtm@db.com

#### TRUSTEE'S DELEGATE (CUSTODIAN)

#### Deutsche Bank (Malaysia) Berhad Registration number: 199401026871 (312552-W)

#### Registered office/Business office Level 18-20, Menara IMC No. 8, Jalan Sultan Ismail 50250 Kuala Lumpur

50250 Kuala Lumpur Tel: (603) 2053 6788 Fax: (603) 2031 8710

2. The details in relation to the Manager's Board of Directors, Investment Committee, Secretary and Federation of Investment Managers Malaysia (FiMM) are deleted in its entirety.

### D. KEY DATA OF THE FUND

#### Page 9 of the Replacement Information Memorandum

The following information on Target Fund is hereby updated to be read as follows:

#### TARGET FUND INFORMATION

Name of Target Fund	Allianz Income and Growth
Regulatory Authority	Commission de Surveillance du Secteur Financier (CSSF)
Management Company	Allianz Global Investors GmbH
Investment Manager of the Target Fund	Voya Investment Management Co. LLC
Name of Share Class	Share class AM (H2-SGD) of the Target Fund, which is a monthly distributing and hedged share class in SGD
Base Currency of the Target Fund	USD
Domicile	Luxembourg

# E. THE INFORMATION ON ALLIANZ GLOBAL INVESTORS FUND – ALLIANZ INCOME AND GROWTH (THE TARGET FUND)

#### Page 21 of the Replacement Information Memorandum

The disclosure under Section "Investment Manager of the Target Fund" is hereby deleted and replaced with the following:

#### **INVESTMENT MANAGER OF THE TARGET FUND**

The Management Company has, at its own expense, and while still retaining its own responsibility, control and coordination of the acts and omission of any such delegates, delegated the fund management in respect of the Target

Fund to Voya Investment Management Co. LLC ("Investment Manager of the Target Fund") for the purpose of efficient management. The Investment Manager will manage the day-to-day business of the Target Fund (under the supervision, control and responsibility of the Management Company) and provide other related services.

Voya Investment Management Co. LLC ("Voya IM") is a limited liability company domiciled in the United States with its principal place of business at 230 Park Avenue, New York, NY 10169, United States. Voya IM is registered as an investment adviser under the U.S. Investment Advisers Act of 1940, and is authorised to provide investment management services, regulated by the United States Securities and Exchange Commission. Voya IM has been managing collective investment schemes and discretionary funds since 1972.

## F. FEES, CHARGES AND EXPENSES

### Page 45 of the Replacement Information Memorandum

The disclosure for rebates and soft commission under section "Rebates and Soft Commission" is hereby deleted and replaced with the following:

## **REBATES AND SOFT COMMISSION**

We do not retain any rebates from, or share in any commission with any broker or dealer in consideration for dealings in a fund's assets. In line thereto, any rebate or shared commission is directed to the account of the fund concerned, and is subject to prevailing regulatory requirements by the SC.

## G. TRANSACTION INFORMATION

## Page 48 – 49 of the Replacement Information Memorandum and page 8 – 9 of the Third Supplementary Information Memorandum

The disclosure for Step 2 Forms to be completed and Documents required under section "Making an Initial Investment"; is hereby deleted and replaced with the following:

Step 2	For initial investment:
Forms To Be	(1) A full set of account opening form;
Completed and	(2) Proof of payment;
Documents	(3) Suitability assessment form;
Required	(4) Personal Data Protection Act consent form (if applicable);
	(5) FATCA and CRS documentation:
	a) Self-certification by individual/entity;
	b) W-8BEN/W-8BEN-E Form (if applicable); and
	c) W-9 Form (if applicable); and
	(6) Additional documents requested by the Manager (if applicable)
	Individual investor/jointholder
	For a single applicant, photocopy of National Registration Identity Card (NRIC) for
	Malaysian or passport for foreigner.
	For joint applicant, photocopy of NRIC for Malaysian or passport for foreigner of first
	named joint applicant and the subsequent named joint applicant.
	Non-individual/corporate investors
	<ol> <li>Copy of NRIC/passport of all authorised signatory(ies);</li> </ol>
	<ol><li>Copy of NRIC/passport of directors/shareholders/partners;</li></ol>

Additional	
Minimum	RM500
	Note: The Manager reserves the right to change the stipulated amount from time to time. You may request for a lower amount subject to the Manager's discretion to accept.
investment	Note: The Manager reserves the right to change the stipulated amount from time to time
Minimum Initial Investment	RM1,000
	(2) Proof of payment.
	only); and
	<ul> <li>For additional investment:</li> <li>(1) Transaction form or letter of instruction (for non-individual or corporate investors</li> </ul>
	For additional investment.
	(9) Any other documents requested by the Manager.
	(8) Any other approvals required from relevant authorities; and
	<ul> <li>(7) A copy of the latest audited financial statement of accounts;</li> </ul>
	<ul> <li>(6) List of authorised personnel to effect any instructions pertaining to the Fund if the list of authorised personnel is not mentioned in the board resolution or its equivalent;</li> </ul>
	<ul> <li>An original/extract copy of a board resolution approving investments in the Fund or its equivalent;</li> </ul>
	(4) A certified true copy of Form 24 and 49 or its equivalent;
	<ul> <li>A certified true copy of the Memorandum and Articles of Association, business registration documents, certificate of registration or its equivalent;</li> </ul>

## Page 50 – 52 of the Replacement Information Memorandum and page 10 of the Third Supplementary Information Memorandum

1. The disclosure for Cut-off time in processing an application under section "Other Relevant Information when Making an Investment" is hereby deleted and replaced with the following:

Processing an Application/ Cut-off Time	<ul> <li>If an application with complete documentation is accepted by the Manager or our appointed distributors before 4.00 p.m. on a Business Day, it will be processed at the closing NAV per unit of the same Business Day.</li> <li>If an application with complete documentation is accepted by the Manager or our appointed distributors after 4.00 p.m. on a Business Day or on a non-Business Day, it will be processed at the closing NAV per unit of the closing NAV per unit of the next Business Day.</li> </ul>
	<ul> <li>Notes:</li> <li>The Manager reserves the right to reject any application that is unclear, incomplete and/or not accompanied by the required documents or proof of payment. Incomplete applications will not be processed until all the necessary information has been received.</li> <li>You should note that different distributors may have different cut off times in respect of receiving application request. You are advised to contact the relevant distributors to obtain further information and should check with the relevant distributors on their cut off time in respect of receiving application request.</li> </ul>

2. The disclosure for Miscellaneous Application Information under section "Other Relevant Information when Making an Investment" is hereby deleted and replaced with the following:

## Miscellaneous Application Information

You will be responsible for all losses and expenses of the Fund in the event of any failure to make payments according to the procedures outlined in this Information Memorandum. Such losses and expenses shall be deducted by the Manager from your account with us. We reserve the right to reject any application. We also reserve the right to change or discontinue any of our application procedures.

3. The disclosure for Customer Identification Program under section "Other Relevant Information when Making an Investment" is hereby deleted and replaced with the following:

Pursuant to the relevant laws of Malaysia on money laundering, we have an obligation to prevent the use of the Fund for money laundering purposes. As such, we and/or our appointed distributors have put in place a "Know Your Customer" ("KYC") policy where procedures are in place to identify and verify the investor's identification through documents such as identity card, passport, constituent documents or any other official documents.

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

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

We and/or our appointed distributors also reserve the right to request additional information including the source of the funds, source of wealth, net worth, annual income and identity of any beneficial owners as may be required to support the verification information and to allow us to complete adequate due diligence. In the event of delay or failure by the investor to produce any information required for verification purpose, we and/or our appointed distributors may refuse to accept an application request. In relation to a subscription application, any monies received will be returned without interest/profit to the account from which the monies were originally debited, and in relation to redemption application, no units will be redeemed to the investor. We and/or our appointed distributors also reserve the right to place restrictions on transactions or redemptions on your account until your identity is verified.

In the event of any breaches to the applicable laws on money laundering, we have a duty to notify the relevant authority.

4. The disclosure on Additional AML/KYC Obligation on IUTA under section "Other Relevant Information when Making an Investment" is hereby deleted and replaced with the following:

## Anti-Money Laundering ("AML")/KYC Obligation on Distributor

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

#### Page 52 – 54 of the Replacement Information Memorandum

The section on "Making Withdrawals" is hereby deleted and replaced with the following:

## MAKING REDEMPTIONS

Minimum	500 units
Redemption/	
Switching	Note: The Manager reserves the right to change the stipulated amount from time to time. You
	may request for a lower amount subject to the Manager's discretion to accept.
Minimum	1,000 units
Holding/	
Balance	Note: The Manager reserves the right to change the stipulated amount from time to time. You may request for a lower amount subject to the Manager's discretion to accept.

Forms To Be	(1) Transaction form signed by individual Unit Holder(s)/authorised signatory(ies); or
Completed	(2) Letter of instruction (for non-individual or corporate investors only).
Submission of Redemption Request/	Redemption request can be made on any Business Day by completing the transaction form or letter of instructions.
Cut-off Time	<ul> <li>If a redemption request with complete documentation is accepted by the Manager or our appointed distributors before 4.00 p.m. on a Business Day, it will be processed at the closing NAV per unit of the same Business Day.</li> </ul>
	<ul> <li>If a redemption request with complete documentation is accepted by the Manager or our appointed distributors after 4.00 p.m. on a Business Day or on a non-Business Day, it will be processed at the closing NAV per unit of the next Business Day.</li> </ul>
	Notes:
	• The Manager reserves the right to reject any application that is unclear, incomplete and/or not accompanied by the required documents. Incomplete applications will not be processed until all the necessary information has been received.
	<ul> <li>You should note that different distributors may have different cut off times in respect of receiving redemption request. You are advised to contact the relevant distributors to obtain further information and should check with the relevant distributors on their cut off time in respect of receiving redemption request.</li> </ul>
Payment of	By the 10th day of receipt of the redemption request.
Redemption Proceeds	
Manner of Payment	Redemption proceeds will be made in the currencies which the units are denominated will be paid to a bank account (active account) held in your own name or the first named Unit Holder (for joint account) either by telegraphic transfer, cheque or bank draft.
	Note: We reserve the right to vary the manner of payment from time to time, and shall be communicated to you.
Miscellaneous Redemption Information	We reserve the right to defer the calculation of redemption price with the consent of the Trustee (or as permitted by the SC) after receiving the redemption request if in our judgment, an earlier payment would adversely affect the Fund.

## No redemption will be paid in cash under any circumstances.

#### Temporary Suspension of Determination of NAV and of the Issue and Redemption of Units

The Manager may suspend the determination of the NAV of the Fund, the issue of units and the redemption of units in the following circumstances:

- (a) during any period when the Malaysian market on which a material part of the investments of the Fund is closed, or during which dealings are substantially suspended or restricted;
- (b) during the existence of any state of affairs which constitutes an emergency as a result of which disposal of investments of the Fund is not possible;
- (c) during any breakdown in the means of communication normally employed in determining the price of the Fund's investments on any market;
- (d) when for any other reason the prices of any investments owned by the Fund cannot promptly or accurately be ascertained;
- (e) during any period when remittance of monies which will or may be involved in the realization of or in the payment for any of the Fund's investments cannot, in the opinion of the Manager, be carried out at normal rates of exchange;
- (f) in the event of the publication of a notice convening a Unit Holders meeting; or
- (g) if in our judgement, an earlier payment of redemption proceeds would adversely affect the Fund

Unit Holders who have requested for subscription and/or switching and/or redemption of their units will be notified in writing of any such suspension of the right to subscribe, to switch or to require redemption of units and will be promptly notified upon termination of such suspension. Any suspension shall be in accordance with the Deed.

#### Page 55 of the Replacement Information Memorandum

The disclosure under section "Unclaimed Moneys" is hereby deleted and replaced with the following:

#### UNCLAIMED MONEYS

Any moneys payable to you which remains unclaimed (hereinafter referred to as unclaimed amount) for the last twelve (12) months or such period as may be prescribed under the Unclaimed Moneys Act 1965 from the date of payment will be paid to Registrar of Unclaimed Moneys in accordance with the requirements of the Unclaimed Moneys Act 1965. Thereafter, all claims need to be made to the Registrar of Unclaimed Moneys.

#### H. RELATED PARTY TRANSACTION OR CONFLICT OF INTEREST

Page 61 of the Replacement Information Memorandum and page 10 - 11 of the Third Supplementary Information Memorandum

The disclosure under section "Related Party Transactions or Conflict of Interest" is hereby deleted and replaced with the following:

All transactions with related parties are to be executed on terms which are best available to the Fund and which are not less favourable to the Fund than an arm's length transaction between independent parties. The Fund may have dealings with parties related to the Manager. The related parties defined are AmIslamic Funds Management Sdn Bhd, AmInvestment Bank Berhad, AmInvestment Group Berhad, AmBank (M) Berhad and AmBank Islamic Berhad.

Trading in securities by an employee is allowed, provided that the policies and procedures in respect of the personal account dealing are observed and adhered to. The directors, investment committee members and employees are required to disclose their portfolio holdings and dealing transactions as required under the Personal Account Dealing Policy and the Management of Conflict of Interest Policy. Further, the abovementioned shall make disclosure of their holding of directorship and interest in any company.

To the best of Trustee's knowledge, there has been no event of conflict of interest or related party transaction which exists between the Trustee and the Manager or any potential occurrence of it.

#### I. MANAGING THE FUND'S INVESTMENT

Page 65 – 70 of the Replacement Information Memorandum, page 8 of the First Supplementary Information Memorandum, page 6 of the Second Supplementary Information Memorandum and page 12 - 13 of the Third Supplementary Information Memorandum

The section on "Managing the Fund's Investment" is hereby deleted entirely and replaced with the following:

#### CORPORATE INFORMATION OF THE MANAGER

AFM was incorporated on 9 July 1986 and is a wholly owned by AmInvestment Bank Berhad with effective from 21 July 2016. As at 31 July 2022, AFM has more than thirty (30) years of experience in the unit trust industry.

AFM is the holder of a Capital Markets and Services License for the regulated activities of fund management, dealing in securities restricted to unit trusts and dealing in private retirement scheme issued under the Act.

#### ROLES, DUTIES AND RESPONSIBILITIES OF THE MANAGER

The Manager is responsible for setting the investment policies and objective for the Fund. The Manager is also responsible for the promotion and administration of the Fund which include but not limited to issuing units, preparing and issuing information memorandum.

AFM is responsible to manage, invest, realize, reinvest or howsoever deal with the Fund in accordance with the investment objective and guidelines, including investment limits and restrictions of the Fund.

#### DESIGNATED FUND MANAGER

#### Wong Yew Joe

Wong Yew Joe is the designated person responsible for the fund management function of the Fund. He is the Chief Investment Officer of AFM overseeing investments in the firm. He has more than twenty (20) years of experience in financial services and funds management. Over this tenure, his roles covered investment analysis, trading and portfolio management. He also played a key role in product development, business development and managing client relationships.

Yew Joe first joined the Funds Management Division in 2006 as a fund manager. His last post was the Head of Fixed Income and oversaw investments in Islamic fixed income instruments and other related instruments. He holds a Bachelor of Commerce (Accounting and Finance) from the University of Southern Queensland, Australia. He also holds a Capital Markets Services Representative's License for the regulated activity of fund management.

### MATERIAL LITIGATION

As at 31 July 2022, the Manager is not engaged in any material litigation and arbitration, including those pending or threatened, and any facts likely to give rise to any proceedings which might materially affect the business or financial position of the Manager and of its delegates.

## Note: Please refer to our website (www.aminvest.com) for further information on the Manager and other corporate information which may be updated from time to time.

### J. THE TRUSTEE

## Page 71 – 73 of the Replacement Information Memorandum and page 13 – 14 of the Third Supplementary Information Memorandum

The section on "The Trustee" is hereby deleted entirely and replaced with the following:

#### About Deutsche Trustees Malaysia Berhad

Deutsche Trustees Malaysia Berhad ("DTMB"), Registration No. 200701005591 (763590-H) was incorporated in Malaysia on 22 February 2007 and commenced business in May 2007. DTMB 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 July 2022, DTMB is the trustee for 212 collective investment schemes including unit trust funds, wholesale funds, exchange-traded funds and private retirement schemes.

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

### Roles, 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 CMSA 2007 and all relevant laws.

### **Trustee's Disclosure of Material Litigation**

As at 31 July 2022, the Trustee has not (a) engaged in any material litigation and arbitration, including those pending or threatened, nor (b) aware of any facts likely to give rise to any proceedings which might materially affect the business/financial position of the Trustee.

## 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 thirty (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.

## **Disclosure on Related-Party Transactions/Conflict of Interests**

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

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

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

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

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