#### BIMB-ARABESQUE GLOBAL SHARIAH-ESG AI TECHNOLOGY FUND ("FUND")

# LIST HIGHLIGHTING THE AMENDMENTS FROM THE PROSPECTUS DATED 29 NOVEMBER 2021 ("PRINCIPAL PROSPECTUS") AS MODIFIED BY THE FIRST SUPPLEMENTAL PROSPECTUS ("FIRST SUPPLEMENTAL PROSPECTUS") IN RELATION TO THE FUND.

NO.	PRINCIPAL PROSPECTUS	FIRST SUF	PPLEMENTAL PROSPECTUS	REASON FOR AMENDMENT AND COMPLIANCE WITH PARAGRAPHS 9.70 – 9.72 OF THE GUIDELINES ON UNIT TRUST FUNDS ("GUTF")			
The p the G Unles are no or min	General: The proposed amendments to the Principal Prospectus as set out in the First Supplemental Prospectus essentially entail the amendments to be in line with the Guidelines on Unit Trust Funds (Revised: 28 November 2022). Unless otherwise stated, we are of the view that all of the proposed amendments to the Principal Prospectus as set out in the First Supplemental Prospectus are not significant changes that will affect unit holders' decision to stay invested in the Fund as there is no change in investment strategy, distribution policy or minimum balance of the Fund as provided under the guidance to paragraph 9.71(a) of the Guidelines on Unit Trust Funds. Even though the amendments are not a significant change that will affect unit holders' decision to stay invested in the Fund, we will inform unit holders of the amendment via a written notice at least 14 days before the date of the First Supplemental Prospectus, unless otherwise stated.						
1.	Nil.	Chapter 1 - Glos	ssary, "ESG Book" and "OTC"	Amended to include the references to "ESG Book" and "OTC" as such references have been made in the			
			S-Ray. ÉSG Book is a global leader in sustainability data and technology. Incubated by Arabesque in 2018, ESG Book combines cutting-edge technology and proprietary research.	First Supplemental Prospectus.			
			Please refer to https://www.esgbook.com/about-us/ for further details.				
		"OTC"	Means over-the-counter.				

2.	Chapter 1 - Glos "Prospectus" ar	ssary, "Deed", "Eligible Market", nd "SAC"	Chapter 1 - Glo "Prospectus" an	ssary, "Deed", "Eligible Market", d "SAC"	Amended for clarity purpose.
	"Deed"	The deed dated 29 June 2021 in respect of the Fund and any other supplemental deed that may be entered into between the Manager and the Trustee.	"Deed"	The deed dated 29 June 2021 as amended by the first supplemental deed dated 28 December 2022 in respect of the Fund and any other supplemental deed that may be entered into between the Manager and the Trustee.	
	"Eligible Market"	<ul> <li>Means a market that:</li> <li>(a) is regulated by a regulatory authority;</li> <li>(b) operates regularly;</li> <li>(c) is open to the public; and</li> <li>(d) has adequate liquidity for the purposes of the Fund.</li> </ul>	"Eligible Market"	Meansanexchange,government securities market oran OTC market:(a)thatis regulated by aregulatory authority of thatjurisdiction;(b)that is open to the public orto a substantial number ofmarket participants; and(c)onwhichfinancialinstrumentsare regularlytraded.	
	"Prospectus"	This offer document in respect of this Fund.	"Prospectus"	Means the prospectus of the Fund and includes any supplementary or replacement prospectus, as the case may be. The Shariah Advisory Council.	
	"SAC"	The Shariah Advisory Council of the SC.	SAC	The Shahan Advisory Council.	
3.	Chapter 1 - Glos	sary, "IOSCO"	Deleted.		Deleted as the defined term is no longer in use.
	"IOSCO"	International Organization of Securities Commissions.			

4.	Chapter 2 – Corporate Directory, Manager	Chapter 2 – Corporate Directory, Manager, telephone number of registered office	Amended pursuant to paragraph 3.05(b), part II of the Prospectus Guidelines for Collective Investment
	Registered Office	Registered Office	Schemes (" <b>PGCIS</b> ").
	Level 32, Menara Bank Islam,	Level 32, Menara Bank Islam,	
	No. 22, Jalan Perak, 50450 Kuala Lumpur.	No. 22, Jalan Perak, 50450 Kuala Lumpur. <mark>Tel: +603-2088 8000</mark>	
5.	Chapter 2 – Corporate Directory, Trustee	Chapter 2 – Corporate Directory, Trustee	Amended pursuant to paragraph 3.05(c), part II of the PGCIS.
	TRUSTEE	TRUSTEE	
	Business Office	Business Office	
	Level 21, Menara CIMB,	Level 21, Menara CIMB,	
	Jalan Stesen Sentral 2, Kuala Lumpur Sentral	Jalan Stesen Sentral 2, Kuala Lumpur Sentral,	
	50470 Kuala Lumpur.	50470 Kuala Lumpur.	
	Tel: +603-2261 8888	Tel: +603-2261 8888	
	Fax: +603-2261 9889 Web: www.cimb.com	Fax: +603-2261 9894 Email: ss.corptrust@cimb.com	
		Web: www.cimb.com	
6.	Chapter 2 – Corporate Directory, Shariah Advisers	Chapter 2 – Corporate Directory, Shariah Advise <mark>r</mark>	Amended pursuant to change of the Shariah Adviser.
	SHARIAH ADVISERS	SHARIAH ADVISE <mark>R</mark>	Shahan Adviser.
	Dr. Ahmad Shahbari @ Sobri bin Salamon (Chairman)	BIMB Securities Sdn Bhd [199401004484 (290163- X)]	
	J9 Felda Kampung Awah	Registered Office	
	28030 Temerloh	32 <sup>nd</sup> Floor, Menara Bank Islam, No. 22 Jalan Perak,	
	Pahang	50450 Kuala Lumpur. Tel: +603-2726 7814	
	Associate Prof. Dr. Asmak binti Ab. Rahman (Committee Member)	Fax: +603-2088 8033	

	Department of Syariah & Economics Academy of Islamic Studies University of Malaya 50603 Kuala Lumpur <b>Dr. Shamsiah binti Mohamad</b> (Committee Member) 5, Jalan Zuhrah U5/161 Taman Subang Murni Bandar Pinggiran Subang 40150 Shah Alam Selangor	Business Office Level 32, Menara Multi-Purpose, Capital Square, No. 8, Jalan Munshi Abdullah, 50100 Kuala Lumpur, Tel: +603-2613 1600 Fax: +603-2613 1799 Email: shariah@bimbsec.com.my Website: www.bimbsec.com.my	
7.	Chapter 3 – About BIMB-Arabesque Global Shariah-ESG AI Technology Fund, Section 3.4 – Investment Policy and Strategy, first paragraph The Fund will invest in a minimum of 70% and up to 98% in listed equities and Shariah-compliant equity- related securities in Malaysia and foreign companies where the regulatory authorities are the ordinary or associate members of the IOSCO and the exchange is a member or affiliate member of WFE.	Chapter 3 – About BIMB-Arabesque Global Shariah- ESG Al Technology Fund, Section 3.4 – Investment Policy and Strategy, first paragraph The Fund will invest in a minimum of 70% and up to 98% in listed Shariah-compliant equities and Shariah- compliant equity-related securities in Malaysia and foreign companies in Eligible Market where the exchange is a member or affiliate member of WFE.	Amended as foreign investments are no longer restricted to where the regulatory authorities are the ordinary or associate members of the IOSCO.
8.	Chapter 3 – About BIMB-Arabesque Global Shariah-ESG AI Technology Fund, Section 3.4 – Investment Policy and Strategy, Temporary Defensive Mechanism Temporary Defensive Mechanism	Chapter 3 – About BIMB-Arabesque Global Shariah- ESG Al Technology Fund, Section 3.4 – Investment Policy and Strategy, Temporary Defensive MechanismTemporary Defensive Mechanism	Sustainable and Responsible Investment Funds and for clarity purpose (" <b>SRI Guidelines</b> ").
	The Manager may take temporary defensive positions that may be inconsistent with the Fund's principal strategy in attempting to respond to adverse market conditions to protect the Unit Holder's interest. During the temporary defensive position, the Fund may hold higher liquid asset.	The Manager may take temporary defensive positions that may be inconsistent with the Fund's principal strategy in attempting to respond to adverse market conditions to protect the Unit Holders' interest. During the temporary defensive position, the Fund may hold higher Islamic liquid asset. However, the Manager will	As this is a significant change which may affect unit holders' decision to remain invested in the Fund, we will inform unit holders of this amendment via a written notice at least 14 days before the date of the First Supplemental Prospectus.

		ensure that at least two-thirds (2/3) of the Fund's NAV remains invested in Shariah-compliant UNGC or ESG-compliant investments at all times.	
9.	Chapter 3 – About BIMB-Arabesque Global Shariah-ESG AI Technology Fund, Section 3.4.1 - Construction of the Investment Universe	Chapter 3 – About BIMB-Arabesque Global Shariah- ESG AI Technology Fund, Section 3.4.1 - Construction of the Investment Universe	Amended pursuant to paragraphs 3.09 and 4.10 of the SRI Guidelines and for clarity purpose.
	The investment universe contains Shariah-compliant equities and Shariah-Compliant equity-related securities (equity securities) with focus on technology related sectors such as technology services, electronics technology and health care technology worldwide that have passed a systematic selection process. This process combines Arabesque S-Ray®, Arabesque's proprietary assessment of non-financial risk factors such as ESG issues as well as alignment with the principles of the UNGC, with financial and business activity screening.	The investment universe contains Shariah-compliant equities and Shariah-compliant equity-related securities (equity securities) with focus on technology related sectors such as technology services, electronics technology and health care technology worldwide that have passed a systematic selection process. This process combines S-Ray®, Arabesque's proprietary assessment of non-financial risk factors such as ESG issues as well as alignment with the principles of the UNGC, with financial and business activity screening.	As this is a significant change which may affect unit holders' decision to remain invested in the Fund, we will inform unit holders of this amendment via a written notice at least 14 days before the date of the First Supplemental Prospectus.
	The investment universe will be reassessed quarterly based on the screening listed below.	The Fund will maintain at least two-thirds (2/3) of its NAV in UNGC or ESG-compliant investments at all times. If the Fund breaches the aforesaid two-thirds (2/3) asset allocation threshold or if the Fund's investments become inconsistent with its investment policy and strategies, the Manager shall dispose the investment(s) as soon as practicable within three (3) months after the breach. Reinvestment in investments which are in accordance with the Fund's policies and strategies will be made immediately upon disposal of investments which are inconsistent with the Fund's policy and strategies. Please refer to Section 3.4.3 of this Prospectus for further details of the investment limit of the Fund and its treatment on breach of investment limit.	
	<ul> <li>Liquidity Screening:         <ul> <li>Securities that do not satisfy minimum liquidity criteria are excluded from the investment universe.</li> </ul> </li> </ul>	<i>Liquidity Screening</i> a. Securities that do not satisfy minimum liquidity criteria are excluded from the investment universe.	

<ul> <li>b. Foreign securities need to have a minimum market capitalization of USD 500 million, a 1-month average daily trading volume of at least USD 3 million and a free float of 10% or higher.</li> <li>c. Malaysian securities need to have a minimum 6-month average daily trading volume of RM400,000.</li> <li>S-Ray Screening:</li> <li>S-Ray® is a proprietary tool of Arabesque S-Ray that measures the sustainability of global equities worldwide. S-Ray® evaluates all global stocks which have successfully passed the liquidity screening based on the:</li> </ul>	<ul> <li>b. Foreign securities need to have a minimum market capitalization of USD 500 million, a 1-month average daily trading volume of at least USD 3 million and a free float of 10% or higher.</li> <li>c. Malaysian securities need to have a minimum 6-month average daily trading volume of RM400,000.</li> <li>S-Ray® Screening:</li> <li>S-Ray® is a proprietary tool of ESG Book that measures the sustainability of global equities worldwide. S-Ray® evaluates all global stocks which have successfully passed the liquidity screening based on the:</li> </ul>	
• <b>GC score</b> : The GC score constitutes an assessment of each company based on the four core principles of the United Nations Global Compact (UNGC). Companies that are in breach of the UNGC are removed from the investment universe.	• <b>GC score:</b> The GC score constitutes an assessment of each company based on the four core principles of the United Nations Global Compact (UNGC). Companies that are in breach of the UNGC are removed from the investment universe. Companies in the bottom 5% of global stocks ranked by ESG Book's GC Score are excluded at universe construction.	
• ESG score: The ESG score analyses corporate performance based on sector- specific financially material environmental, social and governance (ESG) criteria. Companies whose ESG score ranks at the bottom of their sector are excluded from the investment universe.	<ul> <li>ESG score: The ESG score analyses corporate performance based on sector-specific financially material environmental, social and governance (ESG) criteria. Companies whose ESG score ranks at the bottom of their sector are excluded from the investment universe. Companies in the bottom 25% of their sector ranked by the ESG score are excluded at universe unless they exhibit positive 'ESG Momentum'. ESG Momentum is defined as an increase in ESG score over 2 consecutive quarters.</li> </ul>	

Non-permissible income must not exceed 5%	
of total income in order to pass the Shariah-	
compliance screen. This involves incomes	
derived from the following business	
involvements: adult entertainment, alcohol,	
cinema, conventional financem defence,	
gambling, gold and silver hedging, insurance,	
music, pork, real estate, tobacco. In addition,	
companies in the coal sector are excluded.	
The ESG score are constructed through a	
three-layer process:	
1. Input layer – collect and clean a wide	
variety of sustainability-related data.	
2. Feature layer – aggregate inputs along	
well-defined topics.	
3. Score layer – combine features into easy-	
to-use ESG Book scores.	
-Diagram-	
Layer 1 – Input Layer	
The input layer includes data gathered from	
the following 3 sources.	
1. Reporting-based metrics - ESG Book	
collects over 250 reported metrics from	
non-financial disclosures (e.g.	
sustainability reports, integrated reports,	
corporate social responsibility reports,	
proxy papers and 10k reports*)	
Note*: 10k report is a report filed annually	
in the United States of America by	
publicly traded companies and is	
required by the United States Securities	
and Exchange Commission. It is a	
comprehensive report covering financial	
performance and other matters.	
2. News-based controversies - To get a	
more up-to-date analysis of sustainability	

iangu 300,0 in c susta <i>Note<sup>s</sup> consi contre metho 3. Non-0 based news also acros NGO negat NGO negat Structure</i>	rmance, ESG Book uses natural age processing to scan over 100 public news sources published over 170 countries daily for inability-related controversies*. * - ESG Book currently only ders negative news (i.e., oversies) in the ESG score odology. Governmental Organisation (NGO)- d campaign activity – Alongside the -based controversies, ESG Book tracks NGO campaign activity s over 400 sustainability issues. campaigns can be positive or tive in nature. - Feature Layer ure layer is introduced to further input data along 22 well defined ility topics below:	
Feature Environmental Emissions Environmental Stewardship	DescriptionThissustainabilitytopicmeasuresthe contribution ofbusinessactivitiestoemission ofgreenhousegasesand other airpollutants.Inputsintothisfeatureincludeemissionsdataaswellasreductioninitiatives, objectives,policies, and monitoring.ThisfeatureThisfeaturemeasurestheimpact ofbusinessactivitiesonbiodiversityandanimalwelfare.Inputsintothisfeatureincludetheuseandregulationof	

	1		
		products/testing alongside	
		biodiversity impact initiatives	
		and targets such as forest	
		stewardship.	
	Resource Use	This topic measures the efficient	
		use of energy and other natural	
		resources including land and	
		materials. Inputs into this feature	
		include energy use/efficiency	
		and land use reduction	
		initiatives, recycling, toxic	
		chemicals reduction and	
		resource efficiency policies.	
	Invironmental	This quantifies the	
		environmental impact of	
[ ]		products and services and the	
		contribution toward sustainable	
		consumerism. Inputs into this	
		feature include the development	
		of hybrid vehicles, smart water	
		solutions and sustainable	
		building products.	
<mark>N</mark>	Vaste	This evaluates the generation of	
		waste and other hazardous	
		<mark>outputs as part of business</mark>	
		<mark>activities. Inputs include</mark>	
		hazardous and general waste	
		generation, and reduction	
		policies, recycling practices, and	
		oil spill disclosure.	
	Vater Vater	This sustainability topic	
		assesses the efficient and	
		responsible use of water	
		throughout company operations.	
		Inputs include water pollution,	
		recycling initiatives, and water	
		withdrawal.	

Environme	ntal This feature measures the
Manageme	nt mechanisms and policies
	employed to manage the overall
	environmental performance of
	the business. Inputs include
	environmental lawsuits,
	investments into resource
	efficiency, and environmental
	impact reduction.
Social	
Diversity	This quantifies the
	representation of equal
	opportunities for women and
	minorities in the workforce and
	on the board. Inputs include
	board and employee diversity,
	discrimination lawsuits, and
	commitment to supplier
	diversity.
Occupation	
Health	and related health and safety
Safety	performance. Inputs include the
	disclosure of accident rates and
	workplace injuries, employee
	health and safety training and
	certification,
	policies/procedures, and
	targets.
Training	and This feature assesses the
Developme	
	in place to enable and support
	learning across employees and
	the supply chain. Inputs include
	employee training hours, costs,
	and policies as well as
	monitoring and targeting.
Product Ac	
	products and/or services for

	disadvantaged communities.	
	Inputs to this topic relate to	
	access to finance, medicine,	
	education, food and affordable	
	housing programmes.	
<b>Community</b>	This sustainability topic	
Relations	measures the level of	
Relations	community involvement and	
	public trust. Inputs include	
	<mark>customer satisfaction and</mark>	
	community relations policies,	
	targets and monitoring, and	
	disclosure of employee	
	volunteering hours.	
Product Quality	This feature quantifies the	
and Safety	quality and safety of products	
<u> </u>	and services and level of	
	customer satisfaction. Inputs	
	utilised relate to lawsuits,	
	policies, targets, and monitoring	
	relating to product quality	
	management.	
Liver on Diskte		
Human Rights	This topic evaluates adherence	
	to and promotion of human	
	<mark>rights throughout all business</mark>	
	activities, including the supply	
	<mark>chain. Inputs include suppliers'</mark>	
	<mark>human rights consideration,</mark>	
	employee human rights training	
	and policy as well as targets and	
	monitoring of these.	
Labour Rights	This sustainability topic	
	measures compliance with	
	internationally recognized labour	
	standards, both in-house and	
	across the supply chain. Inputs	
	relate to the Freedom of	
	Association, Supplier Code	
	Association, Supplier Code	

	Audit and child labour, forced	
	labour and labour rights policies.	
Compensation	This feature assesses the fair	
••••••••••••••••••••••••••••••••••••••	and equal compensation of staff	
	and board members. Inputs	
	include the disclosure of	
	<mark>average salaries and benefits,</mark>	
	board member compensation,	
	and pension funding.	
Employment	This sustainability topic	
Quality	quantifies working conditions	
	and employee satisfaction.	
	Inputs relate to employee	
	turnover, work-life balance	
	policy, and worktime flexibility.	
Governance		
<b>Business</b>	This feature assesses fair	
Ethics	business practices such as	
	corruption, political	
	contributions, and anti-trust.	
	Inputs include lawsuits relating	
	to these issues and policies in	
	place to monitor and reduce their	
	impact.	
Corporate	<mark>This sustainability topic</mark>	
Governance	assesses the procedures and	
	mechanisms in place that	
	ensure proper long-term control	
	and management of the	
	corporation. Inputs relate to	
	policies and targets surrounding	
	governance issues like	
	shareholder rights, and insider	
	trading.	
<b>Transparency</b>	This topic measures the level of	
	transparency and disclosure of	
	critical information about the	
	business. Inputs relate to	

	-lie also average and a final state of the
	disclosures relating to
	accounting policy, financial
	transparency, articles of
	association, and reporting
	standards.
Forensic	<mark>This feature reflects a</mark>
Accounting	<mark>company's overall earnings</mark>
	quality and the degree to which
	their reported earnings properly
	<mark>represent the company's</mark>
	financial health. Those
	companies with poor earnings
	quality are at more risk of
	disappointing in their reported
	earnings results. This is a good
	proxy for financial governance
	and a company's ability to
	secure future investments.
<b>Capital</b>	This topic depends on how high
Structure	a company's leverage ratio is
	compared to other companies in
	its sector. High leverage
	increases short-term pressure
	on companies, making it more
	difficult to focus on long-term
	objectives. This is contrary to the
	long-term perspective which is
	often necessary for firms to
	focus on sustainability issues.
For every	topic, ESG Book first construct two
	feature sub-scores reflecting the
	of data input: a feature long-term
	d a feature short-term correction.
	b-scores are calculated separately
	innual report-based data and the
	equency data based on news sies and NGO campaigns. These
controvor	sies and NGU campaigns. These

two scores are then aggregated into a final	
feature score.	
Long-term trend	
To get an aggregate view of a company's	
long-term performance trend per topic, ESG	
Book pulls together all available report-based	
metrics from the input layer. The different	
metrics are then aggregated based on	
several considerations, including focus and	
dimensionality. For example, 2 highly similar	
and correlated inputs may be combined into	
1 principal component.	
Short-term correction	
ESG Book also constructs a more frequent	
short-term signal based on news	
controversies and NGO campaigns. Looking	
back 1 year on a daily basis for each topic,	
ESG Book first aggregates news-based	
controversies using a proprietary present	
news value, which is a function of an article's	
controversy level, how long ago it occurred,	
and the impact of the source (i.e., some news	
sources are more reputable than others).	
Additionally, ESG Book considers relevant	
NGO campaign activities from the past year,	
which supplements the news-based signal.	
Note that NGO campaign activity can be both	
<mark>negative (critique) or positive (appraisal) in</mark>	
nature.	
Final feature scores	
To find the final feature scores, each of the	
22 long-term trend scores (0-100) are	
multiplied with the matching short-term	
correction (in %) which is a combination of	
the news-based controversies and NGO	
campaign.	
campaign.	

	Layer 3 – Score Layer Total score The total ESG score is calculated as a weighted sum of the features scores using materiality-based weights. The E, S and G pillar sub-scores are calculated by considering only the features within each of these themes.	
	The 3 pillar scores and the total ESG score are scaled between 0 and 100 with higher scores indicating better performance. The ESG score is calibrated using the principle of financial materiality and can be used to help compare companies on their ability to outperform on a risk-adjusted basis over the long run.	
	Note: the ESG score methodology above may be subject to changes from time to time by the Manager. Please visit https://bimbinvestment.com.my/fund/bgseait/ for the latest methodology.	
	Shariah Screening: All global stocks which have successfully passed the S-Ray® screening are assessed to eliminate stocks which do not comply with AAOIFI Shariah Standards. This is achieved by performing further business involvement and financial screens:	
<ul> <li>Shariah Screening:</li> <li>All global stocks which have successfully passed the S-Ray® screening are assessed to eliminate stocks</li> </ul>	a. <b>Business involvement screens:</b> Stocks with business involvement in Shariah non- compliant or conventional interest-based banking, financial services, real estate, insurance, mortgage and lease, alcohol, tobacco or pork products, entertainment (hotels, casino/gambling, pornography/adult	

which do not comply with AAOIFI Shariah Standards. This is achieved by performing further business involvement and financial screens:

- a. Business involvement screens: Stocks with business involvement in Shariah noncompliant banking, financial services, real estate, insurance, mortgage and lease, alcohol, tobacco or pork products, entertainment (hotels, casino/gambling, pornography/adult entertainment, cinema and music), arms manufacturing (weapons and defence) and trading and hedging of gold and silver are excluded from the Investment Universe.
- b. Financial screens: The strategy may not invest in companies with a non-permissible income over 5% of total income, an interestbearing investment by market capitalization ratio greater than 30%, an interest-bearing debt by market capitalization ratio greater than 30% and a liquidity ratio greater than 67%.

The Fund is prohibited to invest in preference shares.

As the screening is artificial intelligence driven, any companies that fail the liquidity, S-Ray and Shariah screenings will be automatically removed from the investment universe during its quarterly reassessment. Through the screening, the Fund's investments will be reassessed on a quarterly basis to ensure that the investments are in line with the principles of the UNGC and ESG and the overall impact of the investments is consistent with any other sustainability considerations. entertainment, cinema and music), arms manufacturing (weapons and defence) and trading and hedging of gold and silver on a deferred basis are excluded from the Investment Universe.

b. **Financial screens:** The strategy shall only invest in companies with a non-permissible income not more than 5% of total income, an interest-bearing investments by market capitalization ratio less than 30%, an interestbearing debt by market capitalization ratio less than 30%.

In addition, the AAOIFI Standards prohibit investing in preference shares.

As the screening is artificial intelligence driven, any companies that fail the liquidity, S-Ray and Shariah screenings will be automatically removed from the investment universe during its quarterly reassessment. Through the screening, the Fund's investments will be reassessed on a quarterly basis to ensure that the investments are in line with the principles of the UNGC and ESG and the overall impacts of the investments is consistent with any other sustainability considerations.

	If the Fund's investments become inconsistent with its investment policy and strategies, the Manager shall dispose the investment(s) at the next investment universe reassessment (i.e. quarterly).		
10.	Chapter 3 – About BIMB-Arabesque Global Shariah-ESG AI Technology Fund, Section 3.4.2 - Permitted Investments	Chapter 3 – About BIMB-Arabesque Global Shariah- ESG Al Technology Fund, Section 3.4.2 - Permitted Investments, item a	Amended pursuant to the First Supplemental Deed dated 28 December 2022
	a. Shariah-compliant securities and Shariah- compliant equity-related securities listed or traded on foreign markets where the regulatory authority is an ordinary or associate member of the IOSCO and the exchange is a member or affiliate member of the WFE;	a. Shariah-compliant securities and Shariah- compliant equity-related securities listed or traded on foreign markets where the exchange is a member or affiliate member of the WFE;	
11.	Chapter 3 – About BIMB-Arabesque Global Shariah-ESG AI Technology Fund, Section 3.4.3 - Investment Limit	Chapter 3 – About BIMB-Arabesque Global Shariah- ESG AI Technology Fund, Section 3.4.3 - Investment Limit	
	Spread of Investments on Single Issuer	Spread of Investments on Single Issuer	
	a. The value of the Fund's investments in Shariah- compliant ordinary shares issued by any single	a. The value of the Fund's investments in Shariah- compliant ordinary shares issued by any single	
	issuer must not exceed 10% of the Fund's NAV.	issuer must not exceed 10% of the Fund's NAV.	

		long term credit rating of investment grade (including gradation and subcategories) by an international rating agency.	
in Shariah-complian Islamic money marke deposits issued by or	t transferable securities, et instruments and Islamic r placed with (as the case issuer/financial institution	. The aggregate value of the Fund's investments in, or exposure to, a single issuer through Shariah- compliant transferable securities, Islamic money market instruments, Islamic deposits, underlying assets of Islamic derivatives, counterparty exposure arising from the use of OTC Islamic derivatives, must not exceed 25% of the Fund's NAV ("single issuer aggregate limit"). In determining the single issuer limit, the value of the Fund's investments in the paragraph under "Exposure" below issued by the same issuer must be included in the calculation. Where the single issuer limit is increased to 35% of the Fund's NAV, the single issuer aggregate limit in item b under "Spread of Investments on Single Issuer" above may be raised, subject to the investments in Shariah-compliant transferable securities and Islamic money market instruments issued by any group of companies not exceeding 35% of the Fund's NAV.	Amended pursuant to paragraphs 7 and 12 of Schedule B of the GUTF.
Exposure	•	Exposure	
compliant securities must n NAV or any other limit se exposure limit does not a equities that are not listed or but have been approved	ot exceed 10% of the Fund's S t by the SC. However, this tr apply to Shariah compliant and quoted on a stock exchange by the relevant regulatory d quotation, and are offered	The aggregate value of the Fund's investments in Shariah-compliant transferable securities that are not raded or dealt in or under the rules of an Eligible Market nd Islamic CIS that do not comply with the Guidelines hust not exceed 15% of the Fund's NAV, subject to a maximum limit of 10% of the Fund's NAV in a single ssuer or single Islamic CIS, as the case may be.	Amended pursuant to paragraph 3 of Schedule B of the GUTF.
Spread of Investmer	nt on Group of Companies •	Spread of Investment on Group of Companies	

compliant transfe money market in	e Fund's investments in Shariah- erable securities and the Islamic istruments issued by any group of not exceed 20% of the Fund's NAV.			Amended pursuant to paragraph 10 of Schedule B of the GUTF.
Concentrati	ion of Investments	•	Concentration of Investments	
transferable	investments in Shariah-compliant securities must not exceed 10% of compliant securities issued by any ; and	a.	The Fund's investments in Shariah-compliant shares or Shariah-compliant securities equivalent to shares must not exceed 10% of the Shariah-compliant shares or Shariah-compliant securities equivalent to shares, as the case may be, issued by any single issuer.	Amended pursuant to paragraph 14 of Schedule B of the GUTF.
instruments instruments limitation will	nvestment in Islamic money market must not exceed 10% of the issued by any single issuer. This not apply to Islamic money market that do not have a pre-determined	b.	The Fund's investments in Islamic money market instruments must not exceed 10% of the instruments issued by any single issuer. This limitation will not apply to Islamic money market instruments that do not have a pre-determined issue size.	
Islamic Deriv	vatives	•	Islamic Derivatives	
position must all times. For the exposure Islamic deri investment s the value of t derivative tra party must no	exposure from an Islamic derivatives t not exceed the NAV of the Fund at r investment in Islamic derivatives, e to the underlying assets of that ivative must not exceed the spread limits stipulated herein and the Fund's over-the-counter Islamic ansaction with any single counter- ot exceed 10% of the Fund's NAV:	i. ii.	<ul> <li>The Fund's global exposure from Islamic derivatives position must not exceed the NAV of the Fund at all times.</li> <li>The global exposure of the Fund to Islamic derivatives is calculated as the sum of the:</li> <li>a) absolute value of the exposure of each individual Islamic derivative not involved in netting or hedging arrangements;</li> </ul>	Amended pursuant to Chapter 6 – Appendix I of the GUTF.
	Islamic derivatives is permitted only se of hedging.			

<ul> <li>b) absolute value of the net exposure of each individual Islamic derivative after netting or hedging arrangements; and</li> <li>c) the values of cash collateral received pursuant to the reduction of exposure to counterparties of OTC Islamic derivatives.</li> <li>iii. Netting arrangements may be taken into account to reduce into account to reduce the Fund's</li> </ul>	
exposure to Islamic derivatives.	
a) Islamic derivatives on the same underlying constituents, even if the maturity dates are different; or	
b) Islamic derivatives and the same corresponding underlying constituents, if those underlying constituents are Shariah- compliant transferable securities, Islamic money market instruments or units or shares in Islamic CIS.	
<ul> <li>V. Hedging arrangements may be taken into account to reduce the Fund's exposure to Islamic derivatives.</li> </ul>	
vi. The marked-to-market value of Shariah-compliant transferable securities, Islamic money market instruments or units or shares in Islamic CIS involved in hedging arrangements may be taken into account to reduce the exposure of the Fund to Islamic derivatives.	
vii. The hedging arrangement must: i. not be aimed at generating a return;	

		ii. result in an overall verificable reduction of the risk of the Fund;	
		iii. offset the general and specific risks linked to the underlying constituent being hedged;	
		iv. relate to the same asset class being hedged; and	
		<ul> <li>v. be able to meet its hedging objective in all market conditions.</li> </ul>	
	<mark>∨iii.</mark>	For investment in Islamic derivatives, the counterparty of an OTC Islamic derivative must be a financial institution with a minimum long-term credit rating of investment grade (including gradation and subcategories) and subject to the aggregate limit in this section, the maximum exposure of the Fund to a counterparty, calculated based on the following method, must not exceed 10% of the Fund's NAV:	
		- the exposure to a counterparty of an OTC Islamic derivative must be measured based on the maximum potential loss that may be incurred by the Fund if the counterparty defaults and not on the basis of the notional value of the OTC Islamic derivative; and	
		- the total exposure to a single counterparty is calculated by summing the exposure arising from all OTC Islamic derivative transactions entered into with the same counterparty.	
	<mark>ix.</mark>	The usage of Islamic derivatives is permitted only for the purpose of hedging.	
Islamic CIS	•	Islamic CIS	

a. The value of the units/shares of any Isla 20% of the Fund's NA	amic CIS must not exceed	(a)	The value of the Fund's investments in units or shares of an Islamic CIS that complies with the Guidelines must not exceed 20% of the Fund's NAV.	Amended pursuant to paragraph 8 of Schedule B of the GUTF.
b. The Fund's investmen exceed 25% of the Islamic CIS.	t in Islamic CIS must not ( units/shares in any one	(b)	The Fund's investment in Islamic CIS must not exceed 25% of the units or shares in any one Islamic CIS.	
Islamic Deposits	•	•	Islamic Deposits	
	ngle Financial Institution v of the Fund's NAV or any 2 C.	with 20% <mark>The</mark>	value of the Fund's placement in Islamic deposits any single Financial Institution must not exceed of the Fund's NAV or any other limit set by the SC. single financial limit does not apply to placements eposits arising from:	Amended pursuant to paragraph 13 of Schedule B of the GUTF.
	(	<mark>(a)</mark>	subscription monies received prior to the commencement of investment by the Fund;	
	(	(b)	liquidation of investments prior to the termination, where the placement of Islamic deposits with various Financial Institutions would not be in the best interests of Unit Holders; or	
	(	<mark>(c)</mark>	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.	
A 5% allowance in excess imposed is permitted when breached through an appr the Fund's NAV (wheth appreciation or depreciation assets or as a result of payment made out of the F	e the limit or restriction is eciation or depreciation of her as a result of an ton in value of the Fund's repurchase of Units or Fund).	of: ( state third com becc strat	shall notify the SC, within seven (7) Business Days, i) any breach of investment restrictions and limits ed above; (ii) where the Fund breaches the two- s (2/3) asset allocation threshold in UNGC or ESG- pliant investments; or (iii) if the Fund's investments ome inconsistent with its investment policy and regies, with the steps taken to rectify and prevent o breach from recurring. However, any breach as a	Amended pursuant to paragraphs 6.47 and 6.48 of the GUTF and paragraph 4.10 of the SRI Guidelines

	The Manager shall not make any further acquisition to which the relevant limit is breached, and the Manager shall, within reasonable period of not more than three (3) months the date of the breach, take all necessary steps and actions to rectify the breach.	result of appreciation or depreciation in value of the Fund's investments, repurchase of Units or payment made out of the Fund, change in capital or corporation in which the Fund has invested in or downgrade in or cessation of a credit rating, need not be reported to the SC but must be rectified as soon as practicable within three (3) months from the date of the breach unless otherwise specified in the Guidelines.	
		The three (3) months period may be extended if it is in the best interest of Unit Holders and Trustee's consent is obtained. Such extension must be subject to at least a monthly review by the Trustee.	
12.	Chapter 3 – About BIMB-Arabesque Global Shariah-ESG Al Technology Fund, Section 3.6 – Performance Benchmark	Chapter 3 – About BIMB-Arabesque Global Shariah- ESG AI Technology Fund, Section 3.8 - Benchmark	Amended pursuant to the change of the performance benchmark for the Fund and pursuant to paragraph 4.02(r)(ii), Part II of the PGCIS.
	MSCI ACWI Information Technology Index	FTSE All-World Technology Index	
	The basis for selecting the above benchmark is to reflect the Fund's asset allocation and investment objective.	The basis for selecting the above benchmark is to reflect the Fund's asset allocation and investment objective.	
	Source: www.msci.com/indexes	Source: FTSE Russell	
	Please note that the risk profile of the Fund may be higher than the risk profile of the benchmark.	Please note that the above benchmark is only used as a reference for the purpose of investment performance comparison. The Fund is not managed against the benchmark. The risk profile of the Fund may be than the risk profile of the benchmark.	
		Note: The performance benchmark of the Fund will be changed from MSCI ACWI Information Technology Index to FTSE All-World Technology Index effective as per the date of its First Supplemental Prospectus due to discontinuation of MSCI index licensing.	

13.	Nil.	<ul> <li>Chapter 3 – BIMB-Arabesque Global Shariah-ESG AI Technology Fund, Section 3.14 – Policy in Undertaking Cross Trades</li> <li>Cross trading can only be undertaken provided that: <ol> <li>sale and purchase decisions are in the best interest of both clients;</li> <li>transactions are executed through a stockbroker or a Financial Institution on an arm's length and fair value basis; and</li> <li>justifications for such transactions are documented prior to execution of the trades.</li> </ol> </li> <li>Cross trading between the following are strictly prohibited: <ol> <li>employee of BIMB Investment and the clients; or</li> <li>BIMB Investment for its proprietary trading and its clients.</li> </ol> </li> <li>All cross trading done shall be reported to the Investment Committee.</li> </ul>	Inserted pursuant to paragraph 4.02(t), Part II of the PGCIS. The oversight function of the Fund will be undertaken by the Investment Committee.
14.	<ul> <li>Chapter 4 – Risk Factors, Section 4.1 General Risk of Investing in the Fund, Shariah Non- Compliance Risk</li> <li>Shariah Non-Compliance Risk</li> <li>This risk refers to the risk that the Fund not conforming to Shariah guidelines. The Shariah Advisers would be responsible for ensuring that the Fund is managed and administered in accordance with Shariah guidelines. An investment of the Fund may be reclassified from Shariah-compliant to Shariah non-compliant, any losses due to this reclassification will be borne by the Fund while any gain received arising from disposal of the Shariah</li> </ul>	<ul> <li>Chapter 4 – Risk Factors, Section 4.1 General Risk of Investing in the Fund, Shariah Non-Compliance Risk</li> <li>Shariah Non-Compliance Risk</li> <li>This risk refers to the risk that the Fund not conforming to Shariah guidelines. The Manager (as advised by the Shariah Adviser) would be responsible for ensuring that the Fund is managed and administered in accordance with Shariah guidelines.</li> <li>Any Shariah non-compliant investment made by the Fund due to error of the administration shall be disposed of or withdrawn with immediate effect, if possible, or otherwise within one (1) calendar month of</li> </ul>	Amended for clarity purpose.

	non-compliance investment shall be channelled to charity as advised by the Shariah Advisers.	knowing the status of the investment. Any gain resulting from the said disposal shall be channelled to baitulmal and/or charitable bodies as advised by the Shariah Adviser whilst any loss is to be borne by the Manager.	
15.	Nil.	Chapter 4 – Risk Factors, Section 4.1 General Risk of Investing in the Fund, Performance Risk	Inserted for clarity purpose.
		Performance Risk	
		The performance of the Fund depends on the financial instruments that the Fund invest. If the instruments do not perform within expectation or if there is a default, then the performance of the Fund will be impacted negatively. The performance of the Fund may also be impacted if the allocation of assets is not properly done. On that basis, there is never a guarantee that investing in the Fund will produce the desired investment returns.	
16.	Chapter 4 – Risk Factors, Section 4.2 – Key Risk of Investing in the Fund, Non-compliance with SRI Funds Guidelines Risk	Chapter 4 – Risk Factors, Section 4.2 – Key Risk of Investing in the Fund, SRI Investments Risk	Amended for clarity purpose.
	Non-compliance with SRI Funds Guidelines Risk	SRI Investments Risk	
	This is the risk that the Manager may not correctly apply the relevant criteria resulting out of the ESG analysis or that the Fund may have indirect exposure to investments which do not meet the relevant criteria (based on UNGC principles and ESG factors). This may result in potential losses to the Fund in the event that such investments are disposed at unfavourable prices due to the violation of the investment policy and strategies of UNGC principles and ESG factors. If the Fund's investments become inconsistent with its investment policy and strategies of UNGC principles and ESG factors, the Manager shall deal	This is the risk that the Manager may not correctly apply the relevant criteria resulting out of the ESG analysis or that the Fund may have indirect exposure to investments which do not meet the relevant criteria (based on UNGC principles and ESG factors). This may result in potential losses to the Fund in the event that such investments are disposed at unfavourable prices due to the violation of the investment policy and strategies of UNGC principles and ESG factors. If the Fund's investments become inconsistent with its investment policy and strategies of UNGC principles and ESG factors, the Manager shall deal with the	

	with the investment(s) in accordance with Section 3.4 of this Prospectus.	investment(s) in accordance with Section 3.4 of this Prospectus.	
17.	Nil.	Chapter 4 – Risk Factors, Section 4.2 – Key Risk of Investing in the Fund, "Sustainability Risk" and "Shariah Status Reclassification Risk"	
		<ul> <li>Sustainability Risk         Sustainability risk means an environmental, social or governance event or condition that, if it occurs, could cause an actual or a potential material negative impact on the value of the investment and potentially a total loss of its value and therefore an impact on the net asset value of the Fund. The Fund Manager's objective is making sustainable investments and/or have environmental and/or social characteristics, which can be achieved by applying sustainability criteria to the selection of investments.     </li> <li>The Manager will evaluate the Fund's investments on a quarterly basis to determine whether the Fund's investments are consistent with UNGC principles and ESG factors. If the Fund's investments become inconsistent with UNGC principles and ESG factors, the Manager shall dispose of the investments if the value of the investments held exceeds or is equal to the original investment cost. (which may include transaction cost).</li> <li>On the other hand, the Fund is allowed to hold the investments if the value of the investments is below the original investment cost. It is also permissible for the Fund to retain the profit received during the holding period until such time the market value of the investments is equal to the original investment cost.</li> </ul>	

		<ul> <li>Shariah Status Reclassification Risk         This risk refers to the risk of a possibility that the currently held Shariah-compliant equities or Islamic collective investment scheme or Islamic deposits or Islamic money market instruments invested by the Fund may be reclassified or declared as Shariah non-compliant by the relevant authority or the Shariah Adviser. If this occurs, the Manager will take the necessary steps to dispose of or withdraw such investments. There may be opportunity loss to the Fund due to the Fund not being allowed to retain the excess capital gains derived from the disposal of the said investments.     </li> <li>Suspension of Repurchase Request Risk         Having considered the best interests of Unit Holders, the repurchase requests by the Unit Holders may be subject to suspension due to exceptional circumstances, where the market value or fair value of a material portion of the Fund's assets cannot be determined. In such case, Unit Holders will not be able to redeem their Units and will be compelled to remain invested in the Fund for a longer period of time than original timeline. Hence, their investments will continue to be subject to the risks inherent to the Fund.     </li> </ul>	
18.	Chapter 5 – Introduction to Islamic Fund	Chapter 5 – Shariah Investment Guidelines, Cleansing Process and Zakat for the Fund	Amended to update the Shariah Investment Guidelines of the Fund.
	5.1 How Does the Islamic Fund Work?	5.1 Shariah Investment Guidelines	
	By investing in the Fund, the investors appoint the Manager to undertake the investment activities on their behalf under the Shariah contract of "Wakalah Bi Al-/stithmar" or "Agency for Investment'. The	The following guidelines are adopted by BIMB Securities Sdn Bhd in determining the Shariah status of investments of the Fund.	
	Manager is appointed to undertake the investment activities on behalf of the investor for a fee ("Ujrah').	<ul> <li>The Fund must at all times and all stages of its operation comply with Shariah requirements as</li> </ul>	

The Manager is responsible for the management and operations of the Fund, distribution of income and computation of unit prices. The Trustee is appointed to act as custodian for all Assets of the Fund and to ensure that the Manager adheres strictly to the	resolved by the SAC of the SC or in cases where no specific rulings are made by the SAC of the SC, the decisions of the Shariah Adviser or the approved Shariah Supervisory Boards of relevant Islamic indices.	
provisions of the Deed. In other words, the Trustee acts as an independent party to safeguard the interest of investors. The Shariah Advisers advise and ensure that the Manager invests the Assets of the Fund in Shariah-compliant investments.	<ul> <li>The Fund must be established and operated by the Manager, and finally redeemed by the investors on the basis of contracts which are acceptable in Shariah. The banking facilities and short-term money market instruments used for the Fund have to be Shariah-compliant. Similarly, all the other</li> </ul>	
The Fund will be strictly monitored by the Shariah Advisers whose members are registered Shariah advisers with the SC. The Shariah Advisers' role is to	investment instruments must be Shariah- compliant.	
provide advice and guidance to the Manager to ensure that all activities of the Fund comply with Shariah principles. The Shariah Advisers act independently from the manager and some of its roles are as follows:-	<ul> <li>For Shariah-compliant securities listed on Bursa Malaysia, the Fund's investments must be strictly confined to those Shariah-compliant securities on the List of Shariah-Compliant Securities by the SAC of the SC.</li> </ul>	
I. To advise on all aspects of Islamic fund management business in accordance with Shariah principles;	<ul> <li>For Islamic money market instruments and Islamic deposits, they shall be based on the data readily available on BNM and the financial institutions' websites respectively.</li> </ul>	
II. To provide Shariah expertise and guidance on all matters, particularly in documentation, structuring and investment instruments and ensure compliance with relevant SC regulations and/or standards, including resolutions issued by the SAC;	<ul> <li>The SAC of the SC has adopted a standard methodology to determine the Shariah compliance for the securities of companies listed on Bursa Malaysia. This methodology takes into consideration both the quantitative and qualitative aspects of the listed companies.</li> </ul>	
III. To review compliance report of the manager or an investment transaction report to ensure that investment activities are Shariah-compliant; and	(a) Quantitative Analysis	
IV. To provide a written opinion and/or periodic report to confirm and certify whether the Islamic fund management business has been managed	The quantitative part is a two-tier benchmark applied to the business activities of the companies and to the financial ratios of the	

and/or administered in accordance with Shariah principles.

#### 5.2 Shariah Investment Process

At all times, as to the investment portfolio of the Fund, the Fund shall invest in instruments that are allowed under Shariah principles and shall not invest in instruments that are prohibited under Shariah principles, which have been determined in accordance with the rulings/parameters established by the Shariah Advisers.

The investment portfolio of the Fund will comprise of instruments which have been classified as Shariah compliant by the SAC and/or the AAOIFI Shariah Standards and, where applicable the Shariah Advisory Council of the BNM. As for instruments which have not been classified as Shariah-compliant by the SAC and/or the AAOIFI Shariah Standards and, where applicable the Shariah Advisory Council of the BNM, the status of the instruments will be determined in accordance with the ruling issued by the Shariah Advisers.

#### 5.2.1 Shariah-Compliant Equities and Shariah-Compliant Equity-Related Securities

For all securities listed in Malaysia, and securities not listed in Malaysia, it will be selected based on the SAC and/or the AAOIF! Shariah Standards.

## 5.2.2 Shariah Compliant Equity-Linked instrument

The equity-linked instruments must not be interestbearing and will follow the underlying equity Shariah status. companies. The business activity benchmarks consist of a 5% benchmark and a 20% benchmark.

#### Business activity benchmarks

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

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

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

#### 5.2.3 Investment in Islamic CIS

The Fund will invest in Islamic CIS authorised by the SC.

#### 5.2.4 Investment in Islamic Derivatives

The Fund will invest in Islamic derivatives such as currency forwards, swaps or any other categories of derivatives which are structured in a Shariahcompliant manner and permitted by the relevant authorities from time to time, when appropriate.

The Fund's participation in Islamic derivatives is to hedge the portfolio from exposure to foreign currency volatility.

#### 5.2.5 Islamic Money Market Instruments

The Fund will only invest in the Islamic deposits and/or Islamic money market instruments which are classified as Shariah-compliant by the Shariah Advisory Council of BNM.

### 5.3 Disposal of Shariah Non-Compliant Securities in the Event of Reclassification of Shariah Status

This refers to those securities which were earlier classified as Shariah-compliant securities but due to certain reasons, such as changes in the companies' operations, are subsequently reclassified as Shariah non-compliant.

In this regard, if on the date the securities are being reclassified as Shariah non-compliant, the value of the securities held exceeds or equals to the investment cost, the Fund must liquidate such Shariah noncompliant securities held by it. Any dividends received up to the date the securities are being reclassified as Shariah non-compliant and any capital gains arising from the disposal of Shariah

### principles as determined by the SAC of the SC.

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

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

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

#### (ii) Financial Ratio Benchmarks

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

The financial ratios applied are as follows:

non-compliant securities on such date can be kept by the Fund. However, any dividends received and excess capital gains from the disposal of Shariah non-compliant securities after such date will be channelled to baitulmal and/or charitable bodies as advised by the Shariah Advisers. On the other hand, the Fund is allowed to hold its investment in the Shariah non-compliant securities if the market price of the said securities are below the investment costs. It is also permissible for the Fund to retain the dividends received during the holding period until such time when the total amount of dividends received and the market value of the Shariah noncompliant securities held equal the investment cost. At this stage, the Fund must dispose of its holdings. In addition, during the holding period, the Fund is allowed to subscribe for:

- i. any issue of new securities by a company whose Shariah non-compliant securities are held by the Fund, for example rights issues, bonus issues, special issues and warrants that are capable of being converted into shares (excluding securities whose nature is Shariah non-compliant e.g. irredeemable convertible unsecured loan stock (ICULS)); and
- ii. securities of other companies offered by the company whose Shariah non-compliant securities are held by the Fund,

on condition that the Fund expedites the disposal of the Shariah non-compliant securities. For securities of other companies {as stated in (ii)}, they must be Shariah-compliant securities.

**5.4 Cleansing/ Purification Process for the Fund** In the unlikely event the Manager mistakenly invests in any Shariah non-compliant investments, the Manager will dispose of the Shariah non-compliant investments within a month of becoming aware of the Ratio of cash over total assets Cash will only include cash placed in conventional accounts and instruments, whereas cash placed in Islamic accounts and instruments will be excluded from the calculation.

Ratio of debt over total assets
 Debt will only include interest-bearing debt
 whereas Islamic financing or sukuk will be
 excluded from the calculation.

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

### (b) Qualitative analysis:

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

- The SAC of the SC had considered the following criteria for a Special Purpose Acquisition Company to be classified as Shariah-compliant:
  - The proposed business activity should be Shariah-compliant;
- The entire proceeds raised from the initial public offering should be placed in Islamic accounts; and
- In the event that the proceeds are invested, the entire investment should be Shariah-compliant.

breach. Any gain made in the form of capital gain or dividend received before or after the disposal will be channelled to Baitulmal and/or any other charitable bodies as advised by the Shariah Advisers. Any losses on the disposal will be borne by the Manager. The Fund has a right to retain only the investment cost. Note: Investment cost may include brokerage cost or other related transaction cost.	•	Shariah-compliant securities include ordinary shares and warrants (issued by the companies themselves). This means that warrants are classified as Shariah-compliant securities provided the underlying shares are also Shariah- compliant. On the other hand, loan stocks and bonds are Shariah non-compliant securities unless they are structured based on SAC of the SC's approved Shariah rulings, concepts and principles.	
	•	For investment in foreign Shariah-compliant equities, the Fund is only allowed to invest in Shariah-compliant equities which are on the approved lists by the Shariah Adviser. In the event of reclassification of foreign Shariah-compliant equities to be Shariah non-compliant, the Fund is to abide by the rules as laid down by the SAC of the SC and by this Shariah Investment Guidelines. In the event that the Fund wishes to invest in foreign Shariah-compliant equities not covered by the approved lists by the Shariah Adviser, the Manager must submit to the Shariah Adviser, the latest information pertaining to the issuer's business activities, its complete financial statements and other related information to enable the Shariah Adviser to carry out Shariah screening. The Shariah Adviser applies the screening methodology of the SAC of the SC in this Shariah screening.	
	•	For investments in unlisted Shariah-compliant equities, the Shariah Adviser also applies the screening methodology of the SAC of the SC in its Shariah screening. As such, the Manager must submit to the Shariah Adviser the latest information pertaining to the issuer's business activities, its complete financial statements and	

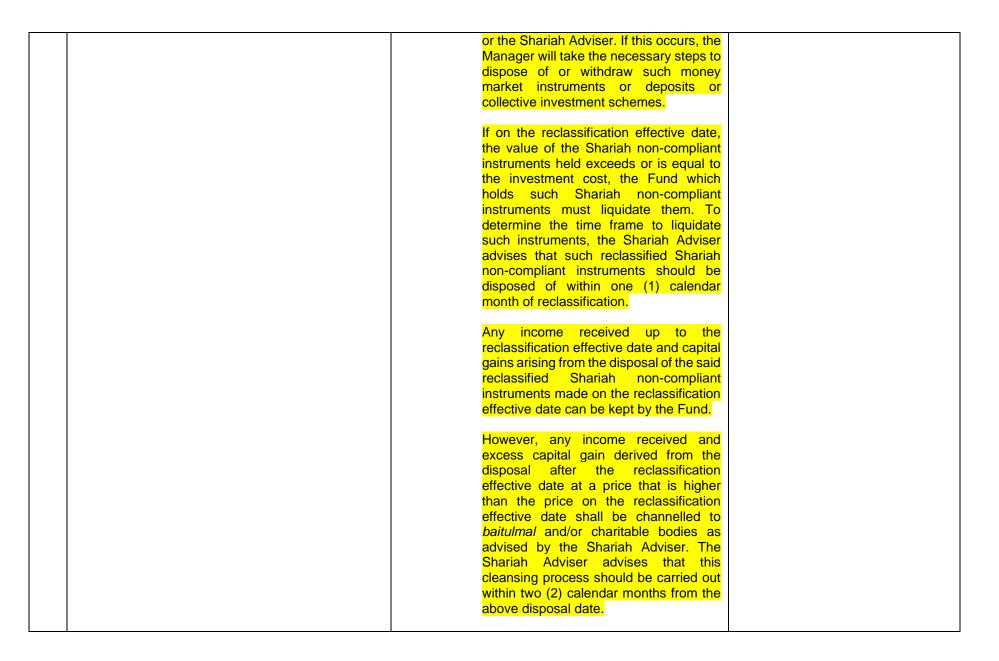
other related information to enable the Shariah Adviser to carry out the Shariah screening.	
• For investments in Islamic collective investment schemes, the Manager must submit to the Shariah Adviser all pertinent information including the prospectuses, its structures, investment avenues, Shariah investment guidelines, Shariah contracts and Shariah pronouncements by the relevant Shariah advisers advising the Islamic collective investment schemes, for the Shariah Adviser to confirm the Shariah status of the said Islamic collective investment schemes.	
<ul> <li>The Fund may only use derivatives for hedging purposes. Such derivatives must be Islamic derivatives. However, if Islamic derivatives are not available or are not commercially viable, the Fund may use conventional derivatives subject to prior approval from the Shariah Adviser being obtained.</li> <li>The decision of the Shariah Adviser shall be final.</li> </ul>	
• To facilitate the purchase and sale of foreign Shariah-compliant securities and Shariah- compliant investment instruments, there may be a need to have cash placement in a conventional bank account outside Malaysia. In such circumstances, the conventional account should be non-interest bearing and the sole purpose is only to facilitate purchase and sale of foreign Shariah-compliant securities and Shariah- compliant investment instruments. In the event that such a non-interest bearing account is unavailable, all interests earned shall be cleansed and that shall be undertaken annually if not earlier.	

5.2 Cleansing Process for the Fund
(a) Wrong Investment
(i) Investment in Shariah non-compliant equity securities
The said investment shall be disposed of or withdrawn with immediate effect, if possible, or otherwise within one (1) calendar month of knowing the status of the investment. In the event that the investment resulted in any gain in the form of capital gain or dividend received before or after the disposal of the investment, it has to be channelled to <i>baitulmal</i> 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 <i>baitulmal</i> and/or charitable bodies as advised by the Shariah Adviser) shall be carried out within two (2) calendar months from the said disposal or withdrawal date. If the disposal of the investment resulted in losses to the Fund, the losses are to be
borne by the Manager. (ii) Investment in other Shariah non-
compliant instruments (namely, money market instruments or deposits or collective investment schemes)
The said investment shall be disposed of or withdrawn with immediate effect, if

possible, or otherwise within one (1)	
calendar month of knowing the status of	
the investment. In the event that the	
investment resulted in Shariah non-	
compliant income received before or	
after the disposal of the investment, it	
has to be channelled to <i>baitulmal</i> and/or	
charitable bodies as advised by the	
Shariah Adviser. The Fund has a right to	
retain only the investment cost. The	
Shariah Adviser advises that this	
cleansing process (namely, channelling	
of income from wrongful investment to	
baitulmal and/or charitable bodies as	
advised by the Shariah Adviser) shall be	
carried out within two (2) calendar	
months from the said disposal or	
withdrawal date. If the disposal of the	
investment resulted in losses to the	
Fund, the losses are to be borne by the	
Manager.	
(b) Reclassification of Shariah Status of the	
Fund's Investments	
(i) Shariah-compliant equity securities	
· · · · ·	
Reclassification of Shariah status refers	
to securities which were earlier classified	
as Shariah-compliant securities but due	
to failure to meet the set benchmark	
criteria, are subsequently reclassified as	
Shariah non-compliant by the SAC of the	
SC, the Shariah Adviser or the Shariah	
Supervisory Boards of relevant Islamic	
indices. If on the reclassification effective	
date, the value of the securities held	
exceeds or is equal to the investment	
cost, the Fund which holds such Shariah	
ood, the Fund which holds such chanan	

I		
	non-compliant securities must liquidate	
	them. To determine the time frame to	
	liquidate such securities, the Shariah	
	Adviser advises that such securities	
	should be disposed of within one (1)	
	calendar month of reclassification.	
	Any dividends received up to the	
	reclassification effective date and capital	
	gains arising from the disposal of the said	
	reclassified Shariah non-compliant	
	<mark>securities made with respect to the</mark>	
	<mark>closing price on the reclassification</mark>	
	effective date can be kept by the Fund.	
	However, any dividends received and	
	excess capital gain derived from the	
	disposal after the reclassification	
	effective date at a market price that is	
	higher than the closing price on the	
	reclassification effective date shall be	
	channelled to <i>baitulmal</i> and/or charitable	
	bodies as advised by the Shariah	
	Adviser. The Shariah Adviser advises	
	that this cleansing process should be	
	<mark>carried out within two (2) calendar</mark>	
	months from the above disposal date.	
	The Fund is allowed to hold the Shariah	
	non-compliant securities if the market	
	price of the said securities is below the	
	investment cost. It is also permissible for	
	the Fund to keep the dividends received	
	during the holding period until such time	
	when the total amount of the dividends	
	received and the market value of the	
	Shariah non-compliant securities held	
	equal the investment cost. At this stage,	
	the Fund is advised to dispose of their	
	holdings. In addition, during the holding	

	period, the Fund is allowed to subscribe to:	
	<ul> <li>any issue of new securities by a company whose Shariah non- compliant securities are held by the Fund such as rights issues, bonus issues, special issues and warrants [excluding securities whose nature is Shariah non-compliant such as irredeemable convertible unsecured loan stock (ICULS)]; and</li> </ul>	
	<ul> <li>securities of other companies offered by the company whose Shariah non- compliant securities are held by the Fund,</li> </ul>	
	on conditions that the Fund expedites the disposal of the Shariah non-compliant securities. For securities of other companies [as stated in the second bullet above], they must be Shariah- compliant securities.	
	(ii) Islamic money market instruments or Islamic deposits or Islamic collective investment schemes	
	This refers to the instruments which were earlier classified as Islamic money market instruments or Islamic deposits or Islamic collective investment schemes but due to certain factors such as changes in the issuers' business direction and policy or failure to carry out proper Shariah contracts' transactions, which render the instruments Shariah non-compliant by the relevant authority	



	5.5 Zakat for the Fund	5.3 Zakat for the Fund	
	The Fund does not pay zakat on behalf of Muslim individuals and Islamic legal entities who are investors of the Fund. Thus, investors are advised to pay zakat on their own.	The Fund does not pay zakat on behalf of both Muslim individuals and Islamic legal entities who are investors of the Fund. Thus, investors are advised to pay zakat on their own.	
		THE SHARIAH ADVISER CONFIRMS THAT THE INVESTMENT PORTFOLIO OF THE FUND COMPRISES INSTRUMENTS WHICH HAVE BEEN CLASSIFIED AS SHARIAH-COMPLIANT BY THE SAC OF THE SC AND, WHERE APPLICABLE BY THE SHARIAH ADVISORY COUNCIL OF BNM OR BY THE SHARIAH SUPERVISORY BOARDS OF RELEVANT ISLAMIC INDICES. AS FOR THE INSTRUMENTS WHICH HAVE NOT BEEN CLASSIFIED AS SHARIAH-COMPLIANT BY THE SAC OF THE SC AND, WHERE APPLICABLE BY THE SHARIAH ADVISORY COUNCIL OF BNM NOR BY THE SHARIAH SUPERVISORY BOARDS OF RELEVANT ISLAMIC INDICES, THE SHARIAH ADVISORY COUNCIL OF BNM NOR BY THE SHARIAH SUPERVISORY BOARDS OF RELEVANT ISLAMIC INDICES, THE SHARIAH STATUS OF THE INSTRUMENTS HAS BEEN REVIEWED AND DETERMINED IN ACCORDANCE WITH THE RULING ISSUED BY THE SHARIAH ADVISER.	
19.	Chapter 6 – Fees, Charges and Expenses, Section 6.2.3 – Administrative Fees, item (v) costs, fees and expenses properly incurred by the auditor appointed for the Fund;	Chapter 6 – Fees, Charges and Expenses, Section 6.2.3 – Administrative Fees, item (v) fees and expenses properly incurred by the auditor appointed for the Fund;	Amended pursuant to the First Supplemental Deed dated 28 December 2022
20.	Chapter 6 – Fees, Charges and Expenses, Section 6.2.3 – Administrative Fees, item (vi) fees incurred for the valuation of any Shariah- compliant investment of the Fund by independent valuers for the benefit of the Fund (if any);	Chapter 6 – Fees, Charges and Expenses, Section 6.2.3 – Administrative Fees, item (vi) fees for the valuation of any Shariah-compliant investment of the Fund;	Amended pursuant to the First Supplemental Deed dated 28 December 2022

21.	Chapter 6 – Fees, Charges and Expenses, Section 6.2.3 – Administrative Fees, item (xii) costs, fees and expenses incurred in the termination of the Fund or the removal of the Trustee or the Manager and the appointment of a new trustee or management company;	Chapter 6 – Fees, Charges and Expenses, Section 6.2.3 – Administrative Fees, item (xii) costs, fees and expenses incurred in the termination of the Fund or a Class of Units or the removal of the Trustee or the Manager and the appointment of a new trustee or management company;	Amended pursuant to the First Supplemental Deed dated 28 December 2022
22.	Chapter 6 – Fees, Charges and Expenses, Section 6.3 – Policy on Rebates and Soft Commission Any rebate or soft commission shall be directed to the Fund concerned. The Manager, the Trustee or any delegate thereof may retain goods and services ("soft commissions") from any broker, only if the goods and services are of demonstrable benefit to the Unit Holders in the form of research and advisory services that assist in the decision-making process relating to the Fund's investments.	<ul> <li>Chapter 6 – Fees, Charges and Expenses, Section 6.3 – Policy on Rebates and Soft Commission</li> <li>Any rebate or soft commission shall be directed to the Fund concerned. The Manager, the Trustee or any delegate thereof may retain goods and services (soft commissions") from the broker, only if:</li> <li>the soft commissions bring direct benefit or advantage to the management of the Fund and may include research and advisory related services;</li> <li>any dealing with the broker or dealer is executed on terms which are the most favourable for the Fund; and</li> <li>the availability of soft commissions is not the sole or primary purpose to perform or arrange transactions with such broker or dealer, and the Manager or fund manager shall not enter into unnecessary trades in order to achieve a sufficient volume of transactions to qualify for soft commissions.</li> </ul>	Amended pursuant to paragraph 9.21 of the GUTF.
23.	<ul> <li>Chapter 7 – Transaction Information, Section</li> <li>7.1.6 Redemption of Units, Period of Payment of Redemption Proceeds</li> <li>Period of Payment of Redemption Proceeds</li> </ul>	<ul> <li>Chapter 7 – Transaction Information, Section 7.1.6</li> <li>Redemption of Units, Period of Payment of Redemption Proceeds</li> <li>Period of Payment of Redemption Proceeds</li> </ul>	
	Unit Holders will be paid within ten (10) days after the redemption application is received and processed by the Manager.	Unit Holders will be paid within seven (7) Business Days after the redemption application is received and processed by the Manager.	

24.	Chapter 7 – Transaction Information, Section 7.7 – Cooling-off Transaction	Chapter 7 – Transaction Information, Section 7.3 – Cooling-off Transaction	Amended pursuant to paragraphs 9.05 and 9.08 and of the GUTF.
	Cooling-off right refers to the right of a Unit Holder to obtain a refund of his/her investment if he/she so requests within the cooling-off period- within six (6) Business Days from the date of receipt of application to purchase Units by the Manager.	Cooling-off right refers to the right of a Unit Holder to obtain a refund of his/her investment if he/she so requests within the cooling-off period [i.e. within six (6) Business Days] from the date of receipt of application to purchase Units by the Manager.	
	Investors have the right to reverse his investment decisions that could have unduly influenced by any external elements or factors.	Investors have the right to reverse his investment decisions that could have unduly influenced by any external elements or factors.	
	The cooling-off right is applicable to individual investor, other than those listed below, who is investing for the first time in any unit trust funds managed by the Manager.	The cooling-off right is applicable to individual investor, other than those listed below, who is investing for the first time in any unit trust funds managed by the Manager:	
	<ul> <li>i) staff of the Manager;</li> <li>ii) person registered with a body approved by the SC to deal in unit trusts.</li> </ul>	<ul> <li>i) staff of the Manager;</li> <li>ii) person registered with a body approved by the SC to deal in unit trusts.</li> </ul>	
	The refund to the Unit Holder applies for every unit held by the Unit Holder shall be the sum of:	The refund to the Unit Holder applies for every unit held by the Unit Holder shall be as follows:	
	a) the price of the units on the day the Units were purchased; and	<ul> <li>a) if the original price of a Unit is higher than the price of a Unit at the point of exercise of the cooling-off right ("market price"), the market price at the point of cooling-off; or</li> <li>b) if the market price is higher than the original price, the original price at the point of cooling-off;</li> </ul>	
	<ul> <li>b) the sales charge originally imposed on the day the Units were purchased.</li> </ul>	and c) the sales charge originally imposed on the day the Units were purchased.	
	The Manager shall refund to Unit Holder within ten (10) days from the date of receipt of the cooling-off	The Manager shall refund to Unit Holder within <mark>seven (7) Business Days</mark> from the date of receipt of the	

	application from Manager.	m the Unit Holder is received by the	cooling-off app by the Manage	lication from the Unit Holder is received r.	
25.	Nil.		Suspension o 7.11 Suspension The Manager r having consid suspend the exceptional cir	<b>ansaction Information, Section 7.11 –</b> <b>f Sale and Redemption of Units</b> <b>sion of Sale and Redemption of Units</b> nay, in consultation with the Trustee and lered the interests of Unit Holders, dealing in Units of the Fund due to crumstances, where there is good and on to do so, considering the interest of	Amended pursuant to paragraph 8.23 of the GUTF.
26.		Client Communication, Section 8.3Investment and Financial ReportsThe Manager will provide the Unit Holders with the interim and annual reports of the Fund within two (2) months after the end of financial period of the Fund.The Manager practices digital fund reporting hence the Fund's interim/annual report is made available on our website. Investors may view, store and download from our website www.bimbinvestment.com.my.The Fund's interim/annual report is available upon request.		Client Communication, Section 8.3 Investment and Financial Reports The Manager will provide the Unit Holders with the semi-annual and annual reports of the Fund within two (2) months after the end of financial period of the Fund. The Manager practises digital fund reporting hence the Fund's semi- annual/annual report is made available on our website. Investors may view, store and download from our website www.bimbinvestment.com.my. The Fund's printed semi- annual/annual report is available upon request.	Amended for clarity purpose.
27.	Chapter 9 – T 9.3 – Board of	he Management Company, Section	Chapter 9 – Th – Board of Dir	ne Management Company, Section 9.3 rectors	Amended pursuant to paragraph 7.01(a), part II of the PGCIS, read

Name	Position	The list of our board of directors are available on our	together with paragraph 7.07(a), part II of the PGCIS.
Mohamed Ridza	Non-Executive	website at	
Mohamed Abdulla	Independent Director	https://bimbinvestment.com.my/ourleadership	
Dato' Ghazali bin	Non-Executive		
Awang	Independent Director		
Datin Maznah binti	Non-Executive		
Mahbob	Independent Director		
Dr. Mohd Hatta bin	Non-Executive		
Dagap	Independent Director		
Azizan bin Abd Aziz	Non-Executive Non		
	Independent Director		
Najmuddin bin Mohd	Chief Executive Officer		
Lutfi			
<ul> <li>committee are as follows</li> <li>i. to approve the form</li> <li>ii. to discuss, review a strategy for the ensing period;</li> <li>iv. to approve funding the ensuing period;</li> <li>iv. to review performan and to make n therefrom;</li> <li>v. to review and recommendation strategy</li> </ul>	nulation of portfolio strategy; and approve the investment suing period; g of investment activities for ; nce and portfolio composition necessary recommendation		the investment committee has been removed from the PGCIS.

	The investment committee meets at least six (6) times a year or as and when required by the Manager.		
29.	Chapter 9 – The Management Company, Section 9.5 – Shariah Advisers	Deleted.	Deleted as the profile of the Shariah Adviser has been moved to Chapter 9A of the prospectus.
	-Information on Shariah Advisers-		
30.	Chapter 9 – The Management Company, Section 9.7 – Material Litigation and Arbitration	Chapter 9 – The Management Company, Section 9. <mark>6</mark> – Material Litigation and Arbitration	Amended to update the status of material ligation and arbitration of the Manager.
	The Manager is not engaged in any material litigation and arbitration as plaintiff or defendant, and the Manager is not aware of any proceedings, pending or threatened or of any other facts likely to give rise to any proceedings which might materially and adversely affect its financial position or business.	As at 28 April 2023, save for the suit mentioned herein below, the Manager is not engaged in any material litigation and arbitration either as plaintiff nor as defendant, and the Manager is not aware of any proceedings, pending or threatened or of any other facts likely to give rise to any proceedings which might materially and adversely affect its financial position or business.	
		<ul> <li>Perbadanan Harta Intelek Malaysia ("MyIPO"), has initiated a suit against BIMB Investment in October 2021. MyIPO, vide its solicitors, had issued a Writ and Statement of Claim dated 18 October 2021, alleging BIMB Investment for fraudulent misrepresentation, negligent misrepresentation, breach of duty of care and negligence against MyIPO. BIMB Investment had categorically denied all the allegations and set out the actual factual matrix by filing a Statement of Defence dated 8 December 2021. The present status of the legal proceedings is as follows:</li> <li>(a) On 24 May 2022, BIMB Investment has filed and served its Statement of Claim against Dato</li> </ul>	
		Ahmad Azwan as the Third Party; (b) On 8 June 2022, Dato Ahmad Azwan as the Third Party has filed and served his Statement of Defence against BIMB Investment's Statement of Claim;	

<ul> <li>(c) On 12 Julie 2022, BIMB Investment for Defence;</li> <li>(d) On 14 October 2022, BIMB Investment filed its Notice of Application seeking discovery of the original copies of the forged or falsified documents as pleaded in the Statement of Claim (documents in question) for the purpose of Forensic Examination and to obtain an expert opinion so as to prove the assertions made by BIMB Investment in Its Statement of Defence;</li> <li>(e) The said application was filed in the Kuala Lumpur Sessions Court seeking discovery of the documents in question, as some of the impugned documents in question, as some of the impugned documents had alterady been adduced in the ongoing criminal trial against the Third Party whils the other documents are in the possession of MACC. The order in terms of the application was obtained before Session Courts on 23 November 2022;</li> <li>(f) The full rial of this suit has been scheduled on 27<sup>m</sup>, 28<sup>th</sup> and 29<sup>th</sup> of May 2024;</li> <li>(g) The next case management is fixed on 26 April 2024 and the parties are required to comply with all pretrial getting ups, under Order 34. The High Court has made an Unless Order wherein the Parties, well before 26 April 2024 must have complexe with the pretrial requirements including filing of statement of agreed facts, statement of issues to be tried and common bundle of documents.</li> </ul>				On 24 June 2022, DIMP Investment has filed and		
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<ul> <li>ongoing criminal trial against the Third Party whilst the other documents are in the possession of MACC. The order in terms of the application was obtained before Session Courts on 23 November 2022;</li> <li>(f) The full trial of this suit has been scheduled on 27<sup>th</sup>, 28<sup>th</sup> and 29<sup>th</sup> of May 2024;</li> <li>(g) The next case management is fixed on 26 April 2024 and the parties are required to comply with all pretrial getting ups, under Order 34. The High Court has made an Unless Order wherein the Parties, well before 26 April 2024 must have complied with the pre-trial requirements including filing of statement of agreed facts, statement of issues to be tried and common bundle of documents.</li> <li>(h) The Parties are also been directed to exhaust all interlocutory applications well before the next</li> </ul>						
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(h) The Parties are also been directed to exhaust all interlocutory applications well before the next						
interlocutory applications well before the next			(b)			
	i –		(1)			
	i –					
				case management date.		
31. Nil. Chapter 9A – The Shariah Adviser Inserted pursuant to change	31.	Nil.	Cha	pter 9A – The Shariah Adviser	Inserted pursuant to change	of
Shariah Adviser of the Fund.			1	-		
BIMB Securities Sdn Bhd ("BIMB Securities") has been			BIM	B Securities Sdn Bhd ("BIMB Securities") has been		
appointed as the Shariah Adviser for the Fund. BIMB						

Securities will provide Shariah advisory services on the management and operations of the Fund to ensure the operations of the Fund comply with Shariah requirements.	
About BIMB Securities Sdn Bhd	
BIMB Securities is a stockbroking subsidiary of Bank Islam Malaysia Berhad incorporated on 21 February 1994 and is licensed by the SC. The corporate mission of BIMB Securities is to be an active participant in a modern, innovative and dynamic Islamic capital market in Malaysia, catering for the needs of all investors, Muslims and non-Muslims, looking for Shariah- compliant investment products and services.	
Experience in Shariah Advisory Services	
BIMB Securities is registered with the SC to act as a Shariah Adviser for Islamic products and services regulated by the SC, which include Islamic collective investment schemes. BIMB Securities is independent from the Manager and does not hold office as a member of the committee undertaking the oversight function of the Fund or any other funds managed and administered by the Manager. As at 28 April 2023, BIMB Securities is a corporate Shariah Adviser to 83 Islamic funds including two (2) Islamic real estate investment trusts.	
Roles and Responsibilities of BIMB Securities Sdn Bhd as a Shariah Adviser	
As the Shariah Adviser for the Fund, the role of BIMB Securities is to ensure that the investment operations and processes of the Fund are in compliance with Shariah requirements. BIMB Securities will review the Fund's investments on a monthly basis to ensure Shariah compliance and it also reviews the semi-annual and annual reports of the Fund.	

Notwithstanding the role played by the Shariah Adviser, the ultimate responsibility for ensuring Shariah compliance of the Fund in all aspects of operations and processes rests solely with the Manager.
In line with the SC Guidelines on Islamic Capital Market Products and Services, the roles of BIMB Securities as the Shariah Adviser are:
<ul> <li>(a) to advise on the Shariah aspects of the Fund and Fund's operations and processes to ensure they are in accordance with Shariah requirements;</li> <li>(b) to provide Shariah expertise and guidance in all matters relating to the Fund, particularly on the documentation i.e., the Fund's deed and prospectus, structure, investments and related</li> </ul>
<ul> <li>operational matters;</li> <li>(c) to ensure that the Fund is managed and operated in accordance with Shariah requirements and the applicable Shariah rulings, principles and concepts endorsed by the SAC of the SC as well as the advice given by the Shariah Adviser are complied with;</li> </ul>
<ul> <li>(d) to review the Fund's compliance reports as provided by the Manager's compliance officer and investment transaction reports provided or duly approved by the Trustee to ensure that the Fund's investments are in line with Shariah;</li> </ul>
<ul> <li>(e) to prepare a report to be included in the semi- annual and annual reports of the Fund stating the Shariah Adviser's opinion whether the Fund has been operated and managed in compliance with Shariah requirements in its investment, operations and processes for the financial period concerned;</li> </ul>
<ul> <li>(f) to apply <i>ljtihad</i> (intellectual reasoning) to ensure all aspects relating to the Fund are in compliance with Shariah, in the absence of any rulings, principles and concepts endorsed by the SAC of the SC;</li> </ul>

<ul> <li>(g) to consult the SC where there is ambiguity or uncertainty as to an investment, instrument, system, procedure and/or process; and</li> <li>(h) to meet with the Manager on a quarterly basis (or as and when required by the Manager and/or the Shariah Adviser) for the review of the Fund's operations and processes.</li> </ul>	
Profiles of the Shariah Personnel	
<b>Ir. Dr. Muhamad Fuad bin Abdullah</b> ("Dr. Muhamad Fuad")	
Dr. Muhamad Fuad is the designated person in-charge of all Shariah matters in BIMB Securities.	
He graduated with a Bachelor of Science Degree in Electrical Engineering in 1977 and a Master of Philosophy Degree in Electrical Engineering in 1982, both from the University of Southampton, England. He also obtained a Bachelor of Arts (Jayyid) Degree in Shariah from the University of Jordan in 1994 and a Doctor of Philosophy in Muslim Civilization from the University of Aberdeen, Scotland in 1996.	
He is a registered individual Shariah adviser with the SC. He is the chairman of the Shariah Advisory Committee of BIMB Securities and the Shariah Supervisory Council of Bank Islam Malaysia Berhad. He sits on the Shariah committee of AIA Public Takaful Berhad.	
He is also the non-executive chairman of Gagasan Nadi Cergas Berhad and a board member of Universiti Tun Abd Razak Sdn Bhd (UniRAZAK).	
Nurussaádah binti Nasarudin ("Nurussaádah")	

		Nurussaádah joined BIMB Securities in June 2015 as the Shariah executive and has been promoted as the head of Shariah section effective 1 May 2021. She is also the Designated Shariah Officer registered under the BIMB Securities' Shariah adviser registration, responsible for the Shariah advisory services offered by BIMB Securities.	
		majoring in Islamic Banking and Economics from the University of Yarmouk, Jordan.	
		Currently, she is responsible in providing Shariah inputs on the advisory, consultancy and research functions with regards to Islamic capital market and Islamic collective investment schemes, including but not limited to, conducting surveillance on the non-financial institution activities.	
		She is experienced in product development and review for Islamic capital market products specifically on Islamic stockbroking services.	
32.	Chapter 10 – Investment Research Provider ARABESQUE AI Limited	Chapter 10 – Investment Research Provider ARABESQUE AI Limited	Amended to update the profile of the investment research provider.
	Arabesque AI Limited ("Arabesque AI") is an investment advisory and research company which provides bespoke proposed investment solutions to its clients using the latest in Artificial Intelligence research and technology. Arabesque AI is majority- owned by the Arabesque Group, a global group of companies with offices in the United States of America, United Kingdom, Germany, Japan and Singapore.	operates a technology platform designed to facilitate the construction of customised model portfolios as a service. In order to facilitate the construction of these model portfolios, Arabesque AI also provides asset owners and asset managers with services such as quantitative solutions consulting services. Ultimate discretionary decision making including but not limited to day-to-day investment decisions rests with the Manager and hence Arabesque AI does not play an active role in or provide services directly to the Fund	
	alpha signal generated using its proprietary AI Engine and model portfolio construction via its in-	itself. Arabesque AI is an Appointed Representative of Arabesque Asset Management Limited which is	

	house portfolio optimisation and risk modelling system. Its AI Engine uses a wide range of machine learning algorithms, such as Deep Learning models, to analyse and identify investment opportunities in the equity markets. Its portfolio and risk optimisation framework translates these investment opportunities into a model target portfolio optimised for the strategy's performance, risk and sustainability objectives. Arabesque AI provides investment research services to the Manager in the form of model target portfolios. Ultimate discretionary decision making including but not limited to day-to-day investment decisions rests with the Manager and hence Arabesque AI does not play an active role in or provide services directly to the Fund itself. Arabesque AI is an Appointed Representative of Arabesque Asset Management Limited which is	authorised and regulated by the Financial Conduct Authority (FCA) in the United Kingdom. Arabesque Al is majority-owned by the Arabesque Group, a global group of companies with offices in the United Kingdom, Germany, Japan and Singapore.	
	authorised and regulated by the Financial Conduct Authority (FCA) in the United Kingdom.		
33.	Chapter 12 – Salient Terms of Deed, Section 12.1 – Unit Holder's Rights, item iv	Chapter 12 – Salient Terms of Deed, Section 12.1 – Unit Holder's Rights, item iv	Amended pursuant to the First Supplemental Deed dated 28 December 2022
	Unit Holder shall have the right to receive annual and interim reports.	Unit Holder shall have the right to receive annual and semi-annual reports.	
34.	Chapter 12 – Salient Terms of Deed, Section 12.6 – Permitted Expenses Payable by the Fund, item (c)	Chapter 12 – Salient Terms of Deed, Section 12.6 – Permitted Expenses Payable by the Fund, item (c)	Amended pursuant to the First Supplemental Deed dated 28 December 2022
	costs, fees and expenses properly incurred by the auditor of the Fund;	fees and expenses properly incurred by the auditor of the Fund;	
35.	Chapter 12 – Salient Terms of Deed, Section 12.6 – Permitted Expenses Payable by the Fund, item (d)	Chapter 12 – Salient Terms of Deed, Section 12.6 – Permitted Expenses Payable by the Fund, item (d)	Amended pursuant to the First Supplemental Deed dated 28 December 2022

	fees incurred for the valuation of any Shariah- compliant investment of the Fund by independent valuers for the benefit of the Fund;	fees for the valuation of any Shariah-compliant investment of the Fund;	
36.	Chapter 12 – Salient Terms of Deed, Section 12.6 – Permitted Expenses Payable by the Fund, item (k) costs, fees and expenses incurred in the termination of the Fund or the removal of the Trustee or the Manager and the appointment of a new trustee or management company;	Chapter 12 – Salient Terms of Deed, Section 12.6 – Permitted Expenses Payable by the Fund, item (k) costs, fees and expenses incurred in the termination of the Fund or a Class of Units or the removal of the Trustee or the Manager and the appointment of a new trustee or management company;	Amended pursuant to the First Supplemental Deed dated 28 December 2022
37.	<ul> <li>Chapter 12 – Salient Terms of Deed, Section 12.8 – Termination of the Fund</li> <li>The Fund may be terminated or wound up upon the occurrence of any of the following events: <ol> <li>a Special Resolution is passed at a Unit Holders' meeting to terminate or wind up the Fund, following occurrence of events stipulated under Section 301(1) of the CMSA and the court has confirmed the Special Resolution, as required under Section 301(2) of the CMSA; and</li> </ol> </li> <li>a Special Resolution is passed at a Unit Holders' meeting to terminate or wind up the Fund, following occurrence of events stipulated under Section 301(1) of the CMSA and the court has confirmed the Special Resolution, as required under Section 301(2) of the CMSA; and</li> </ul>	<ul> <li>Chapter 12 – Salient Terms of Deed, Section 12.8 – Termination of the Fund</li> <li>The Fund may be terminated or wound up upon the occurrence of any of the following events: <ol> <li>a Special Resolution is passed at a Unit Holders' meeting to terminate or wind up the Fund, following occurrence of events stipulated under Section 301(1) of the CMSA and the court has confirmed the Special Resolution, as required under Section 301(2) of the CMSA; and</li> <li>a Special Resolution is passed at a Unit Holders' meeting to terminate or wind up the Fund.</li> </ol> </li> <li>ii. a Special Resolution is passed at a Unit Holders' meeting to terminate or wind up the Fund.</li> <li>The Manager may, in consultation with the Trustee, terminate and wind up the Fund if the termination of the Fund is in the best interest of the Unit Holders and the Manager deems it to be uneconomical for the Manager to continue managing the Fund.</li> <li>The Manager shall also be entitled to terminate the Fund if the Fund is left with no Unit Holders.</li> </ul>	Amended pursuant to the First Supplemental Deed dated 28 December 2022
		Upon the termination of the Fund, the Trustee shall:	

<mark>(a)</mark>	sell all the Assets of the Fund then remaining in its hands and pay out of the Fund any liabilities of the Fund, such sale and payment shall be carried out and completed in such manner and within such period as the Trustee considers to be in the best interests of the Unit Holders; and	
<mark>(b)</mark>	from time to time distribute to the Unit Holders, in proportion to the number of Units held by them respectively:	
	(1) the net cash proceeds available for the purpose of such distribution and derived from the sale of the Assets of the Fund less any payments for liabilities of the Fund, and	
	(2) any available cash produce;	
	provided always that the Trustee shall not be bound, except in the case of final distribution, to distribute any of the moneys for the time being in his hands the amount of which is insufficient for payment to the Unit Holders of RM0.50 or its foreign currency equivalent, if applicable in respect of each Unit and provided also that the Trustee shall be entitled to retain out of any such moneys in his hands full provision for all costs, charges, taxes, expenses, claims and demands incurred, made or anticipated by the Trustee in connection with or arising out of the winding-up of the Fund and, out of the moneys so retained, to be indemnified against any such costs, charges, taxes, expenses, claims and demands;	
	each of such distribution shall be made only against the production of such evidence as the Trustee may require of the title of the Unit Holder	

		<ul> <li>relating to the Units in respect of which the distribution is made.</li> <li>In the event of the Fund being terminated:</li> <li>(a) the Trustee shall be at liberty to call upon the Manager to grant the Trustee, and the Manager shall so grant, a full and complete release from the Deed;</li> <li>(b) the Manager and the Trustee shall notify the relevant authorities in such manner as may be prescribed by any relevant law; and</li> </ul>	
38.	Chapter 12 – Salient Terms of Deed, Section 12.9 – Termination of a Class of Units	<ul> <li>(c) the Manager or the Trustee shall notify the Unit Holders in such manner as may be prescribed by any relevant law.</li> <li>Chapter 12 – Salient Terms of Deed, Section 12.9 – Termination of a Class of Units</li> </ul>	Amended pursuant to the First Supplemental Deed dated 28
	The Manager may only terminate a particular Class of Units if the termination of that Class of Units does not prejudice the interests of Unit Holders of any other Class of Units. For the avoidance of doubt, the termination of a Class of Units shall not affect the continuity of any other Class of Units of the Fund.	The Manager may only terminate a particular Class of Units if the termination of that Class of Units does not prejudice the interests of Unit Holders of any other Class of Units. For the avoidance of doubt, the termination of a Class of Units shall not affect the continuity of any other Class of Units of the Fund.	December 2022
	If at a meeting of Unit Holders to terminate a Class of Units, a Special Resolution to terminate a particular Class Units is passed by the Unit Holders:	If at a meeting of Unit Holders to terminate a Class of Units, a Special Resolution to terminate a particular Class of Units is passed by the Unit Holders:	
	<ul> <li>the Trustee and the Manager shall notify the relevant authorities in writing of the passing of the Special Resolution;</li> </ul>	<ul> <li>the Trustee and the Manager shall notify the relevant authorities in writing of the passing of the Special Resolution;</li> </ul>	

	<ul> <li>ii. the Trustee or the Manager shall as soon as practicable inform all Unit Holders of the Fund of the termination of that Class of Units; and</li> <li>The Trustee shall then arrange for a final review and audit of the final accounts of the Fund attributable to that Class of Units by the auditor of the Fund. Upon the completion of the termination of that Class of Units, the Trustee and the Manager shall notify the relevant authorities of the completion of the termination of the termination of thet Class of Units.</li> </ul>	<ul> <li>ii. the Trustee or the Manager shall as soon as practicable inform all Unit Holders of the Fund of the termination of that Class of Units.</li> <li>The Trustee shall then arrange for a final review and audit of the final accounts of the Fund attributable to that Class of Units by the auditor of the Fund. Upon the completion of the termination of that Class of Units, the Trustee and the Manager shall notify the relevant authorities of the completion of the termination of the termination of that Class of Units.</li> <li>The Manager may also, in consultation with the Trustee, terminate any Class of Units if the termination of the Class of Units is in the best interest of Unit Holders and the Manager deems it to be uneconomical for the Manager to continue managing the Class of Units.</li> <li>The Manager shall be entitled to terminate a Class of Units if that particular Class of Units is left with no Unit</li> </ul>	
39.	<ul> <li>Chapter 12 – Salient Terms of Deed, Section 12.10 – Meeting of Units Holders, Quorum required for a Unit Holders' Meeting</li> <li>Quorum required for a Unit Holders' Meeting</li> </ul>	<ul> <li>Holders.</li> <li>Chapter 12 – Salient Terms of Deed, Section 12.10         <ul> <li>Meeting of Units Holders, Quorum required for a Unit Holders' Meeting</li> <li>Quorum required for a Unit Holders' Meeting</li> </ul> </li> </ul>	Amended pursuant to the First Supplemental Deed dated 28 December 2022
	The quorum required for a meeting of Unit Holders shall be five (5) Unit Holders, whether present in person or by proxy, provided that if the Fund has five (5) or less Unit Holders, the quorum required for a meeting of Unit Holders of the Fund shall be two (2) Unit Holders, whether present in person or by proxy; if the meeting has been convened for the purpose of voting on a Special Resolution, the Unit Holders present in person or by proxy must hold in aggregate	(a) The quorum required for a meeting of Unit Holders of the Fund or a Class of Units, as the case may be, shall be five (5) Unit Holders, whether present in person or by proxy, however, if the Fund or a Class of Units, as the case may be, has five (5) or less Unit Holders, the quorum required for a meeting of Unit Holders of the Fund or a Class of Units, as the case may be, shall be two (2) Unit Holders, whether present in person or by proxy.	

	at least twenty five per centum (2E0/) of the Unite in		
	at least twenty five per centum (25%) of the Units in circulation at the time of the meeting.	(b) If the meeting has been convened for the purpose of voting on a Special Resolution, the Unit Holders present in person or by proxy must hold in aggregate at least twenty five per centum (25%) of the Units in circulation of the Fund or a Class of Units, as the case may be, at the time of the meeting.	
		(c) If the Fund or a Class of units, as the case may be, has only one (1) remaining Unit Holder, such Unit Holder, whether present in person or by proxy, shall constitute the quorum required for the meeting of the Unit Holders of the Fund or a Class of Units, as the case may be.	
40.	Chapter 13 - Approval and Condition	Chapter 13 - Approval and Condition Amende	ed for clarity purpose.
	The SC has authorised the Fund. There are no other authorisations or approvals required, sought or pending from any relevant authorities in respect of the Fund.	On 23 July 2021, the Fund has been qualified as a sustainable and responsible investment fund, pursuant to the Guidelines on Sustainable and Responsible Investment Funds.	
41.	Chapter 14 – Conflict of Interest/related Party		Amended for clarity purpose.
	<b>Transactions</b> Save as disclosed below, as at the LPD, there are no existing or potential related-party transactions involving the Fund, the Manager, the Trustee, promoters, vendors and/or persons connected to them.		rersight function of the Fund undertaken by the Investment ttee.
	Name of partyName of relatedExisting potential party transactionTheBankIslam	Name of partyName of related party and nature of relationshipExisting potential party transactionTheBankIslamDistributor:	
	Manager Malaysia Berhad.	Manager Malaysia Berhad.	

	The Manager is a	Bank Islam		The Manager is a	Bank Islam	
	wholly owned subsidiary of Bank Islam.	Malaysia Berhad is one of the Manager's authorized distributors.		wholly owned subsidiary of Bank Islam.	Malaysia Berhad is one of the Manager's authorized distributors.	
The Fund	Bank Islam Malaysia Berhad. The Manager is a wholly owned subsidiary of Bank Islam.	Distributor: Bank Islam Malaysia Berhad is one of the Manager's authorized distributors.	The Fund	Bank Islam Malaysia Berhad. The Manager is a wholly owned subsidiary of Bank Islam.	Distributor: Bank Islam Malaysia Berhad is one of the Manager's authorized distributors.	
any related course of b terms and c from that o parties and	anager's policy that a l parties are entered ousiness and have b conditions that are no obtainable in transac that dealing with the at arm's length basis.	I into in the normal been established on ot materially different tions with unrelated e related parties are	related parti business ar conditions t obtainable i	es are entered into ir nd have been estab hat are not materia n transactions with with the related par	transactions with any the normal course of blished on terms and lly different from that unrelated parties and ties are transacted at	
regulate its declaration officer of the ensure that between the execution o	er has in place policie employees' securitie of securities trading e Manager is required t there is no potentia e employees' securit of the employees' du stomers of the Manag	es dealings. Periodic g to the compliance d of all employees to al conflict of interest ties trading and the ties to the Manager	regulate its declaration officer of the ensure that between th execution of	employees' securiti of securities tradin e Manager is require there is no potent e employees' secur	ies and procedures to es dealings. Periodic g to the compliance ed of all employees to ial conflict of interest ities trading and the es to the Manager and	
As at the LPD, none of the Manager's directors or substantial shareholders has any direct or indirect interest in other corporations carrying on a similar business as the Manager.						

Any transaction conducted by the board member or any other representative must be done for the best interest of the Unit Holders. In the event that any of the directors or Investment Committee members are directly or indirectly involved in such transactions, he should abstain from being involved with any decision making process of the said transaction.	other of the or In indire absta	ransaction conducted by the board member or any representative must be done for the best interest e Unit Holders. In the event that any of the directors westment Committee members are directly or ectly involved in such transactions, he should ain from being involved with any decision making ess of the said transaction.	
As the Trustee for the Fund, there may be related party transaction involving or in connection with the Fund in the following events:	trans	e Trustee for the Fund, there may be related party action involving or in connection with the Fund in ollowing events:	
<ul> <li>Where the Fund invests in instruments offered by the related party of the Trustee (e.g. placement of monies, etc);</li> </ul>	(i)	Where the Fund invests in instruments offered by the related party of the Trustee (e.g. placement of monies, etc);	
<ul><li>(ii) Where the Fund is being distributed by the related party of the Trustee as IUTA;</li></ul>	(ii)	Where the Fund is being distributed by the related party of the Trustee as IUTA;	
(iii) Where the Assets of the Fund are being custodised by the related party of the Trustee both as sub-custodian and/or global custodian of the Fund (Trustee's delegate); and	(iii)	Where the Assets of the Fund are being custodised by the related party of the Trustee both as sub-custodian and/or global custodian of the Fund (Trustee's delegate); and	
(iv) Where the Fund obtains financing as permitted under the Guidelines, from the related party of the Trustee.	(iv)	Where the Fund obtains financing as permitted under the Guidelines, from the related party of the Trustee.	
The Trustee has in place policies and procedures to deal with conflict of interest, if any. The Trustee will not make improper use of its position as the owner of the Fund's assets to gain, directly or indirectly, any advantage or cause detriment to the interests of Unit Holders. Any related party transaction is to be made on terms which are best available to the Fund and which are not less favorable to the Fund than an arms-length transaction between independent parties.	with o impro asset cause relate availa to the	Trustee has in place policies and procedures to deal conflict of interest, if any. The Trustee will not make oper use of its position as the owner of the Fund's is to gain, directly or indirectly, any advantage or e detriment to the interests of Unit Holders. Any ed transaction is to be made on terms which are best able to the Fund and which are not less favourable e Fund than an arms-length transaction between bendent parties.	

	Subject to any local regulations, its related group of companies n other, the Fund or any Unit Holds contract or transaction with each any Unit Holder or retain for its own or benefits derived from any transaction or act in the same or relation to any other scheme.	hay deal with each er or enter into any other, the Fund or h benefit any profits such contract or	Subject to any local regulations, th related group of companies may d the Fund or any Unit Holder or ent or transaction with each other, the Holder to retain for its own benefit a derived from any such contract or the same or similar capacity in re- scheme.		
	None of the Manager's advisers h potential interest and conflict advisory capacity in the Fund or t	of interest in an	None of the Manager's advisers h potential interest and conflict of int capacity in the Fund or the Manage		
42.	Chapter 15 – Taxation Adviser's	s Letter	Chapter 15 – Taxation Adviser's	Letter	Amended to update the tax adviser's letter.
	-Tax adviser's letter-		-Tax adviser's letter has been upda		
43.	Chapter 16 – Additional Informa Copies of the Deed may be ob RM20.00 each. Alternatively, the viewed free of charge at our la normal business hours.	ne Deed may be	Chapter 16 – Additional Informat Copies of the Deed may be ob RM20.00 each. Alternatively, the D free of charge at our head office dur hours.	Amended to include the reference to the First Supplemental Deed dated 28 December 2022.	
	Details	Date	Details	Date	
	i. Deed	29 June 2021	i. Deed	29 June 2021	
			ii. <mark>First Supplementary</mark> Deed	28 December 2022	
44.	Chapter 17 – Documents Available for Inspection, item (c)		Chapter 17 – Documents Available for Inspection, item (c)		Amended pursuant to the change in terminology of "interim report" to "semi-annual" report as per the
	the latest annual and interim repo	rts of the Fund;	the latest annual and semi-annual	reports of the Fund;	GUTF.