

FIRST SUPPLEMENTAL INFORMATION MEMORANDUM FOR PRINCIPAL GLOBAL SUSTAINABLE GROWTH FUND

Manager : **Principal Asset Management Berhad (199401018399 (304078-K))**

Trustee : **HSBC (Malaysia) Trustee Berhad (193701000084 (1281-T))**

This First Supplemental Information Memorandum is dated 16 February 2024 and is to be read in conjunction with the Information Memorandum dated 13 September 2021 for the Principal Global Sustainable Growth Fund (“Information Memorandum”).

The Fund was constituted on 28 July 2021.

The Securities Commission Malaysia has not authorised or recognised the Fund and a copy of this First Supplemental Information Memorandum has not been registered with the Securities Commission Malaysia.

The lodgement of this First Supplemental Information Memorandum should not be taken to indicate that the Securities Commission Malaysia recommends the Fund or assumes responsibility for the correctness of any statement made, opinion expressed or report contained in this First Supplemental Information Memorandum.

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

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

THIS FUND IS A QUALIFIED SUSTAINABLE AND RESPONSIBLE INVESTMENT FUND UNDER THE GUIDELINES ON SUSTAINABLE AND RESPONSIBLE INVESTMENT FUNDS.

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1.0. GENERAL

- 1.1. This First Supplemental Information Memorandum is issued to reflect the amendments made to the Information Memorandum as stated under paragraphs 1.4, 2, 3, 4, 5, 6, 7, 8 and 9 below.
- 1.2. All terms used in this First Supplemental Information Memorandum shall have the same meanings as those defined in the Definitions Chapter of the Information Memorandum unless where the context otherwise requires.
- 1.3. All information provided herein is practicable as at 31 January 2024 and shall remain current and relevant as at such date.
- 1.4. All references to “rounded down” in the Information Memorandum shall be amended to “rounded”.

2.0. ABOUT THIS DOCUMENT

- 2.1. The following paragraphs have been inserted under the section of “**About This Document**” at page i:

The Securities Commission Malaysia has not authorised or recognised the Fund and a copy of this Information Memorandum has not been registered with the Securities Commission Malaysia.

The lodgement of this Information Memorandum should not be taken to indicate that the Securities Commission Malaysia recommends the Fund or assumes responsibility for the correctness of any statement made, opinion expressed or report contained in this Information Memorandum.

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

- 2.2. The third paragraph under the section of “**About This Document**” at page i has been replaced and read as below:

If you have any questions about the information in this Information Memorandum or would like to know more about investing in the Principal Malaysia family of unit trust funds, please call our Customer Care Centre at (03) 7723 7260 or whatsapp at (6016) 299 9792 during business hour between 8:45 a.m. and 5:45 p.m. (Malaysian time) from Mondays to Fridays.

3.0. DEFINITIONS

- 3.1. The definition of “Principal Distributors” has been added to the section of “**Definitions**” at page iii and read as below:

Principal Distributors - Refers to the authorised unit trust scheme consultants registered with Principal Malaysia.

- 3.2. The definition of “Sophisticated Investor” under the section of “**Definitions**” at page iii has been replaced and read as below:

Sophisticated Investor(s) - Refers to investors as we determine as qualified or eligible to invest in the Fund and that fulfil any laws, rules, regulations, restrictions or requirements imposed by the respective country’s regulators where the Fund is open for sale. For investors in Malaysia, this refers to any person who:
(i) Is determined to be a sophisticated investor under the SC’s Guidelines on Categories of Sophisticated Investors, as amended from time to time; or
(ii) acquires any capital market products where the consideration is not less than MYR250,000 or its equivalent in foreign currencies for each transaction whether such amount is paid for in cash or otherwise, and/or any other category(ies) of investors as may be permitted by the SC from time to time.

Note: For more information, please refer to our website at www.principal.com.my for the current and/or updated definition and categories of “Sophisticated Investor”.

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4.0. FUND INFORMATION

- 4.1. The information under the section of **"Investment Policy and Strategy"** at pages 5 to 6 has been replaced and read as below:

The Fund is a feeder fund and it invests in a single CIS, i.e. Schroder International Selection Fund Global Sustainable Growth. The Fund may also invest in liquid assets for liquidity purpose.

In order to achieve the Fund's objective, the Fund will invest at least 96% of its NAV in the Target Fund. The Target Fund was established on 23 November 2010 under the Schroder International Selection Fund; a Luxembourg domiciled open-ended investment company. The Fund may also invest up to 4% of its NAV in liquid assets for liquidity purpose.

As the Fund is a qualified sustainable and responsible investment fund, the investments of the Fund will be subject to the Environmental, Social and Governance (ESG) integration methodology in accordance to the United Nations sponsored Principles for Responsible Investment ("UNPRI"), including the selection, retention and realisation of the Fund's investments. The Target Fund Investment Manager applies sustainability criteria when selecting investments for the Target Fund. At least 70% of the Target Fund's net asset value will be invested in investments which are aligned with environmental and/or social characteristics and at least 50% of its net asset value will be invested in sustainable investments at all times. Companies are assessed and rated against a set of questions covering issues such as respect for the environment, fair and equitable treatment of employees, suppliers and customers, corporate citizenship, capital allocation and governance. The Target Fund maintains a higher overall sustainability score than MSCI AC World (Net TR) Index, based on the Target Fund Investment Manager's rating system. The Target Fund does not directly invest in certain activities, industries or groups of issuers above the limits listed under "Sustainability Information" on the Target Fund's webpage accessed via www.schroders.com/en/lu/private-investor/gfc. You may refer to page 11 under the "Investment Policy of the Target Fund" for more information. The Target Fund Investment Manager will ensure that the Target Fund's investments are in line with the sustainability criteria adopted under section 2.1 and the overall impact of such investments of the Target Fund is not inconsistent with any other sustainability criteria. If the Target Fund breaches the minimum 70% of its net asset value in investments which are aligned with environmental and/or social characteristics or the Target Fund's investments become inconsistent with the sustainability criteria, the Target Fund Investment Manager shall rectify the breach or dispose of the investment within three (3) months from the date of breach.

The Fund will be actively rebalanced from time to time to meet sales and withdrawal transactions. This is to enable a proper and efficient management of the Fund. As this is a feeder fund, it will stay invested in the Target Fund as long as the Target Fund's investment objective and strategies will enable the Fund to meet its investment objective. The Target Fund Investment Manager may take temporary defensive position when deemed necessary, provided that at least 70% of the Target Fund's net asset value is maintained in investments which are aligned with environmental and/or social characteristics.

We do not employ risk management strategy on the portfolio of the Target Fund. However, the Target Fund Investment Manager will employ a risk management process in respect of the Target Fund that enables the Target Fund Investment Manager to monitor and measure at any time the risk of the positions and their contribution to the overall risk profile of the Target Fund.

We will employ risk management strategy at the Fund level, where we will continuously monitor the objective, performance and suitability of the Target Fund to ensure that it is in line with the objective of the Fund. If we are of the opinion that the Target Fund no longer meets the Fund's objective, we may, with your approval, replace the Target Fund with another CIS that is in line with the Fund's objective and must be in compliance with Guidelines on Sustainable and Responsible Investment Funds. In such circumstances, we will withdraw our investment in the Target Fund and invest in another CIS on a staggered basis for a smooth transition, if the Target Fund imposes any conditions in relation to withdrawal of units or if the manager of the newly identified target fund exercises its discretion to apply anti-dilution levy* in relation to the applications for units. Thus, the time frame required to perform the transition will depend on such conditions, if any, imposed by the Target Fund as well as any conditions associated with a dilution adjustment that may be made by the newly identified target fund. Hence during the transition period, the Fund's investments may differ from the stipulated objective, investment strategies and/or investment restrictions and limits.

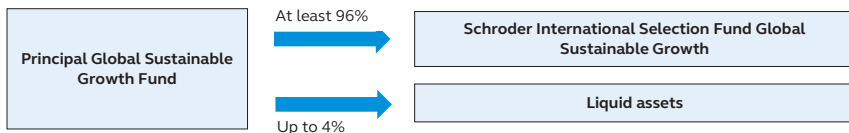
Currently, the Fund invests in Class A Shares of the Target Fund, which is denominated in USD. The Fund may change its entire investment into another class of the Target Fund (which must be denominated in the same currency) if we are of the opinion that the change is in the interest of the Unit holders. If we wish to effect such change, we will seek concurrence from the Trustee and you will be notified before implementation. Please refer to page 11 under the "About Schroder International Selection Fund Global Sustainable Growth" for more information.

Note:

* Anti-dilution levy is an allowance for fiscal and other charges that is added to the NAV per unit to reflect the costs of investing application monies in underlying assets of the Target Fund or newly identified target fund.

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4.2. The diagram under the section of “**Information on the Target Fund**” at page 6 has been replaced and read as below:



4.3. The information under the section of “**Asset Allocation**” at page 6 has been replaced and read as below:

- At least 96% of the Fund’s NAV will be invested in the Target Fund; and
- Up to 4% of the Fund’s NAV will be invested in liquid assets for liquidity purposes.

4.4. The information under the section of “**Investment Restrictions and Limits**” at page 7 has been replaced and read as below:

The Fund is subjected to the following investment restrictions and limits:

CIS: The Fund must invest at least 96% of its NAV in one (1) CIS.

Liquid assets: The Fund may invest up to 4% of its NAV in liquid assets.

5.0. RISK FACTORS

5.1. The information in relation to the “Sustainability Risks” under the section of “**Risks associated with investments in the Target Fund**” at page 9 has been replaced and read as below:

Sustainability Risks

The Target Fund Investment Manager takes sustainability risks into account in the management of the Target Fund. A sustainability risk is 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 an investment and the returns of the Target Fund. An example of an environmental risk is the increased likelihood of flooding due to climate change and the associated rise in sea levels. Flooding could affect a variety of issuers such as real estate companies and insurers, and could negatively impact the value of investments in those companies. An example of a social risk is the occurrence of improper working practices such as child labour. Companies that are found to have engaged in such practices, or that have engaged with suppliers that they know to have done so, may be in breach of applicable laws and/or may be perceived negatively by the market. An example of a governance risk is the need to ensure gender diversity. If a company’s reporting shows a lack of diversity, or there is media coverage of discrimination within the business on the grounds of gender, this may negatively affect market sentiment with respect to the company and impact its share price. There is also the risk that new regulations, taxes or industry standards to protect or encourage sustainable businesses and practices may be introduced – such changes may negatively impact issuers that are poorly placed to adapt to new requirements. The Target Fund has the objective of promoting environmental and/or social characteristics, which it achieves by applying sustainability criteria to the selection of investments chosen by the Target Fund Investment Manager. The Target Fund may have limited exposure to some companies, industries or sectors as a result and may forego certain investment opportunities, or dispose of certain holdings, that do not align with their sustainability criteria. As investors may differ in their views of what constitutes a sustainable investment, the Target Fund may invest in companies that do not reflect the beliefs and values of any particular investor. The regulatory framework applying to sustainable products and sustainable investing is rapidly evolving. As such, the aims and investments of the Target Fund may be subject to change over time in order to comply with new requirements or applicable regulatory guidance.

The Target Fund Investment Manager will typically analyse potential investments by assessing (alongside other relevant considerations), for example, the overall costs and benefits to society and the environment that an issuer may generate or how the market value of an issuer may be influenced by individual sustainability risks such as a rise in carbon tax. The Target Fund Investment Manager will also typically consider the relevant issuer’s relationships with its key stakeholders – customers, employees, suppliers and regulators - including an assessment of whether those relationships are managed in a sustainable manner and, therefore, whether there are any material risks to the market value of the issuer.

The impact of some sustainability risks may have a value or cost that can be estimated through research or the use of proprietary or external tools. In such cases, it will be possible to incorporate this into more traditional financial analysis. An example of this might be the direct implications of an increase in carbon taxes that are applicable to an issuer, which can be incorporated into a financial model as an increased cost and/or as reduced sales. In other cases, such risks may be more difficult to quantify, and so the Target Fund Investment Manager may seek to incorporate their potential impact in other ways whether explicitly, for example by reducing the expected future value of an issuer or implicitly,

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for example by adjusting the weighting of an issuer's securities in the Target Fund's portfolio depending on how strongly it believes a sustainability risk may affect that issuer.

A range of proprietary tools may be used to perform these assessments, along with supplementary metrics from external data providers and the Target Fund Investment Manager's own due diligence, as appropriate. This analysis informs the Target Fund Investment Manager's view of the potential impact of sustainability risks on the Target Fund's overall investment portfolio and, alongside other risk considerations, the likely financial returns of the Fund.

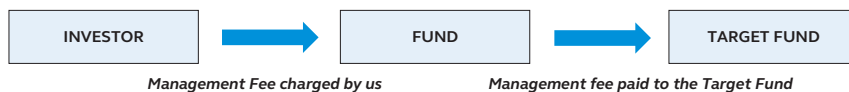
The Target Fund Management Company's risk function provides independent oversight of portfolio exposures from a sustainability perspective. The oversight includes ensuring there is an independent assessment of sustainability risks within investment portfolios and adequate transparency and reporting on sustainability risk exposures.

More details on the management of sustainability risks and the Target Fund Investment Manager's approach to sustainability are available on the webpage www.schroders.com/en/lu/private-investor/strategic-capabilities/sustainability/disclosures. Please also refer to the risk factor entitled "Sustainability Risks" in Appendix II of the Target Fund Prospectus.

6.0. FEES, CHARGES AND EXPENSES

6.1. The third paragraph under the section of "Management Fee" at page 23 has been replaced and read as below:

Please note that although at least 96% of the Fund's NAV will be invested in another CIS, no additional management fee will be charged to the investor.



Note: The management fee will only be charged once at the Fund level. The management fee charged by the Target Fund will be paid out of the Management Fee charged at the Fund level.

6.2. The fourth bullet point under the section of "Other expenses" at page 23 has been replaced and read as below:

- fees incurred for the fund valuation and accounting of the Fund performed by a fund valuation agent;

6.3. The thirteenth bullet point under the section of "Other expenses" at page 24 has been replaced and read as below:

- remuneration and out of pocket expenses of the person(s) or members of a committee undertaking the oversight function of the Fund, if applicable, unless we decide to bear the same;

6.4. The fourteenth bullet point under the section of "Other expenses" at page 24 has been replaced and read as below:

- expenses incurred in the printing of, purchasing of stationery and postage of the annual and quarterly (if any) reports;

6.5. The information under the section of "Rebates and Soft Commissions" at page 24 has been replaced and read as below:

We and the Trustee will not retain any form of rebate from, or otherwise share in any commission with, any broker or dealer in consideration for directing dealings in the investments of the Fund. Accordingly, any rebate or shared commission will be directed to the account of the Fund.

We may retain goods and services (soft commission) provided by any broker or dealer if the following conditions are met:

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

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7.0. TRANSACTION INFORMATION

7.1. The second paragraph under the section of **"Incorrect Pricing"** at page 27 has been replaced and read as below:

Notwithstanding the above, unless the Trustee otherwise directs, we shall make the reimbursement only where an incorrect pricing:

- a) is equal to or more than 0.50% of the NAV per unit; and
- b) results in a sum total of MYR10.00 (or in the case of a foreign currency Class, 10.00 denominated in the foreign currency denomination of the Class) or more to be reimbursed to a Unit holder for each sale or withdrawal transaction.

7.2. The first bullet point in the second paragraph under the section of **"How to invest?"** at page 27 has been replaced and read as below:

- by crossed cheque (made payable as advised by us or our Distributors as the case may be). You will have to bear the applicable bank fees and charges, if any;

7.3. The textbox under the section of **"Can the units be registered in the name of more than one (1) Unit holder?"** at page 28 has been replaced and read as below:

You should not make any payment directly or indirectly to any individual agent or employee of the Manager or issue a cheque in the name of an individual agent or employee of the Manager when purchasing this Fund.

7.4. The information under the section of **"Processing a withdrawal"** at pages 28 to 29 has been replaced and read as below:

If we receive a complete withdrawal request by 4:00 p.m. on a Business Day, we will process it using the NAV per unit for that Business Day, which will only be known on the following Business Day. If we receive the complete withdrawal request after 4:00 p.m. on a Business Day, we will process it using the NAV per unit for the next Business Day. The amount that you will receive is calculated by the withdrawal value less the Withdrawal Penalty, if any. Under normal circumstances, you will be paid in the currency of the Class (e.g. Class USD Unit holders will be paid in USD) within seven (7) Business Days, upon our receipt of the complete withdrawal request. You will have to bear the applicable bank fees and charges, if any.

You should note that the time taken to pay the withdrawal proceeds to you (i.e. seven (7) Business Days) may be extended/delayed if:

- (i) There is temporary suspension of dealings of the Target Fund ^{Note 1};
- (ii) There is deferral of redemption payment by the Target Fund ^{Note 2};
- (iii) The dealings of the Fund are temporarily suspended by us ^{Note 3}; or
- (iv) There are any unforeseen circumstances that caused a delay in us receiving redemption proceeds from the Target Fund Investment Manager, subject to concurrence from the Trustee.

Should any of the above events occur, we may not be able to pay the withdrawal proceeds to you within seven (7) Business Days. However, we will pay the withdrawal proceeds to you within five (5) Business Days subsequent to the receipt of redemption proceeds from the Target Fund Investment Manager.

Note 1: The dealings of the Target Fund may be suspended under the circumstances as described under "Suspension or Deferrals" section on page 19.

Note 2: The Target Fund Investment Manager may limit the number of units redeemed on a dealing day to 10% of the NAV of the Target Fund as described under "Suspension or Deferrals" section on page 19.

Note 3: We may temporarily suspend the dealing in units of the Classes or Fund, subject to the GLOLA and/or the Deed as described under "Temporary Suspension" section on page 30.

Please refer to the respective sections for more information. Please consult your professional advisers for better understanding.

7.5. The information under the section of **"Cooling-off Period"** at page 29 has been replaced and read as below:

Individual Sophisticated Investors have six (6) Business Days after your initial investment (i.e. from the date the complete application is received and accepted by us or any of our Distributors) to reconsider the appropriateness and suitability for your investment needs. Within this period, you may withdraw your investment at the same NAV per unit when the units were purchased or prevailing NAV per unit at the point of cooling-off (whichever is lower) ("Refund Amount"). We will pay the Refund Amount including the Application Fee (if any) to you in the currency of the respective

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Class within seven (7) Business Days from the date we receive the complete documentations. If there are unforeseen circumstances that caused a delay in receiving the cooling-off proceeds from the Target Fund, we will pay to you the Refund Amount within five (5) Business Days of the receipt of the Refund Amount from the Target Fund. Please note that the cooling-off right is only given to first time investor investing with us or our Distributors. However, Principal Malaysia's staff and person(s) registered with a body approved by the SC to deal in unit trust funds are not entitled to the cooling-off right.

7.6. The first paragraph under the section of "**Switching**" at page 29 has been replaced and read as below:

Switching is available between the Classes of the Fund or between a Class and other Principal Malaysia's funds (or its classes), which should be denominated in the same currency. You may contact our Customer Care Centre at (03) 7723 7260 or whatsapp at (6016) 299 9792 for more information on the availability of switching. Please also refer to the Annexure of the respective Class for further information.

8.0. ADDITIONAL INFORMATION

8.1. The information under the section of "**Termination of Fund and/or Any of the Classes**" at page 31 has been replaced and read as below:

Subject to the provision set out below, the Fund and/or any of the Classes may be terminated or wound-up without the need to seek Unit holders' prior approval as proposed by us with the consent of the Trustee (whose consent shall not be unreasonably withheld) upon the occurrence of any of the following events, by giving not less than one (1) month's notice in writing to the Unit holders as hereinafter provided (i) if any law shall be passed which renders it illegal or (ii) if in our reasonable opinion it is impracticable or inadvisable to continue the Fund and/or Class. A Class may be terminated by Unit holders if a Special Resolution is passed at a Unit holders' meeting of that Class to terminate or wind-up that Class provided always that such termination or winding-up of that Class does not materially prejudice the interest of any other Class in that Fund.

8.2. The third bullet point under the section of "**Documents Available For Inspection**" at page 32 has been replaced and read as below:

- The latest annual and quarterly reports of the Fund;

8.3. The information under the section of "**Potential Conflicts of Interests and Related-Party Transactions**" at pages 32 and 33 has been replaced and read as below:

We (including our directors) will at all times act in your best interests and will not conduct ourselves in any manner that will result in a conflict of interest or potential conflict of interest. In the unlikely event that any conflict of interest arises, such conflict shall be resolved such that the Fund is not disadvantaged. In the unlikely event that we face conflicts in respect of our duties as the manager to the Fund and to other Principal Malaysia's funds that we manage, we are obliged to act in the best interests of our investors and will seek to resolve any conflicts fairly and in accordance with the Deed.

We shall not act as principal in the sale and purchase of any securities or investments to and from the Fund. We shall not make any investment for the Fund in any securities, properties or assets in which we or our officer has financial interest in or from which we or our officer derives a benefit, unless with the prior approval of the Trustee. We (including our directors) who hold substantial shareholdings or directorships in public companies shall refrain from any decision making relating to that particular investment of the Fund.

The Fund may maintain Deposits with CIMB Bank Berhad and CIMB Investment Bank Berhad. We may enter into transactions with other companies within PFG and CIMB Group provided that the transactions are effected at market prices and are conducted at arm's lengths.

We generally discourage cross trades and prohibit any transactions between client(s) accounts and fund accounts. Any cross trade activity require prior approval with the relevant supporting justification(s) to ensure the trades are executed in the best interest of both funds and such transactions were executed at arm's length. Cross trades will be reported to the person(s) or members of a committee undertaking the oversight function of the Fund to ensure compliance to the relevant regulatory requirements.

Distributor may be our related party. We will ensure that any arrangement made with the Distributors will be at arm's length.

The Trustee

As the trustee and service provider for the Fund, there may be related party transactions involving or in connection with the Fund in the following events:

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- (1) where the Fund invests in instrument(s) offered by the related party of the Trustee (e.g. placement of monies, structured products, etc);
- (2) where the Fund is being distributed by the related party of the Trustee;
- (3) 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 (i.e. Trustee's delegate); and
- (4) where the Fund obtains financing as permitted under the SC's guidelines, from the related party of the Trustee.

The Trustee has in place policies and procedures to deal with any conflict of interest situation. 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 favourable to the Fund than an arms-length transaction between independent parties.

Subject to the above and any local regulations, the Trustee and/or its related group of companies may deal with each other, the Fund or any Unit holder or enter into any contract or transaction with each other, the Fund or any Unit holder or retain for its own benefit any profits or benefits derived from any such contract or transaction or act in the same or similar capacity in relation to any other scheme.

9.0. THE TRUSTEE

- 9.1. The first paragraph under the section of "**About HSBC (Malaysia) Trustee Berhad**" at page 35 has been replaced and read as below:

HSBC (Malaysia) Trustee Berhad (Registration No.: 193701000084 (1281-T)) is a company incorporated in Malaysia since 1937 and registered as a trust company under the Trust Companies Act 1949, with its registered address at Level 19, Menara IQ, Lingkaran TRX, 55188 Tun Razak Exchange, Kuala Lumpur. Since 1993, the Trustee has acquired experience in the administration of unit trusts and has been appointed as trustee for unit trust funds, exchange-traded funds, wholesale funds and funds under private retirement scheme.