

FIRST SUPPLEMENTAL PROSPECTUS FOR AIIMAN SMART INVEST PORTFOLIO – GROWTH

Manager : AIIMAN Asset Management Sdn. Bhd.
Registration Number: 199301001937 (256674-T)

Trustee : TMF Trustees Malaysia Berhad
Registration Number: 200301008392 (610812-W)

This First Supplemental Prospectus is dated 28 November 2023.

The Aiiman Smart Invest Portfolio – Growth was constituted on 5 October 2021.
The constitution date for the Fund is also the launch date of the Fund.

INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THIS FIRST SUPPLEMENTAL PROSPECTUS WHICH IS TO BE READ TOGETHER WITH THE PROSPECTUS DATED 28 FEBRUARY 2023. IF IN DOUBT, PLEASE CONSULT A PROFESSIONAL ADVISER.

FOR INFORMATION CONCERNING CERTAIN RISK FACTORS WHICH SHOULD BE CONSIDERED BY PROSPECTIVE INVESTORS, SEE "RISK FACTORS" COMMENCING ON PAGE 4 OF THE PROSPECTUS DATED 28 FEBRUARY 2023 AND PAGE 3 OF THIS FIRST SUPPLEMENTAL PROSPECTUS.



YOU SHOULD NOT MAKE PAYMENT IN CASH TO A UNIT TRUST CONSULTANT OR ISSUE A CHEQUE IN THE NAME OF A UNIT TRUST CONSULTANT.

**THIS IS A FIRST SUPPLEMENTAL PROSPECTUS WHICH HAS TO BE READ IN CONJUNCTION WITH
THE PROSPECTUS DATED 28 FEBRUARY 2023**

Responsibility Statements

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

Statements of Disclaimer

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

The authorisation of the Fund, and registration of this First Supplemental Prospectus, should not be taken to indicate that the Securities Commission Malaysia recommends the said Fund or assumes responsibility for the correctness of any statement made, opinion expressed or report contained in the Prospectus dated 28 February 2023 or this First Supplemental Prospectus.

The Securities Commission Malaysia is not liable for any non-disclosure on the part of AIIMAN Asset Management Sdn. Bhd., the management company responsible for the said Fund and takes no responsibility for the contents in this First Supplemental Prospectus. The Securities Commission Malaysia makes no representation on the accuracy or completeness of this First Supplemental Prospectus, and expressly disclaims any liability whatsoever arising from, or in reliance upon, the whole or any part of its contents.

Additional Statements

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

This First Supplemental Prospectus is not intended to and will not be issued and distributed in any country or jurisdiction other than in Malaysia ("Foreign Jurisdiction"). Consequently, no representation has been and will be made as to its compliance with the laws of any Foreign Jurisdiction. Accordingly, no issue or sale of Units to which this First Supplemental Prospectus relates may be made in any Foreign Jurisdiction or under any circumstances where such action is unauthorised.

The Aiiman Smart Invest Portfolio – Growth has been certified as Shariah-compliant by the Shariah Adviser appointed for the Fund.



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

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Unless otherwise provided in this First Supplemental Prospectus, all the capitalised terms used herein shall have the same meanings as ascribed to them in the Prospectus dated 28 February 2023 (“Prospectus”).

EXPLANATORY NOTES

1. This First Supplemental Prospectus is issued mainly to inform investors of the issuance of a new share class (“Class B”) of the Fund, redesignation of the existing Unit Holders to Class A and the relevant updates to the disclosures arising from the issuance of Class B.
2. In addition, other information in the Prospectus have been updated to reflect other changes, amongst others, changes to the corporate information of the Manager and other updates which are general in nature.

A. GLOSSARY

Pages 2 – 3 of the Prospectus

- (i) The following definitions are hereby inserted accordingly:

“Class(es)” Means any class of Units representing similar interests in the assets of the Fund although a class of Units of the Fund may have different features from another class of Units of the same Fund.

Class A Represents a Class issued by the Fund with Repurchase Charge.

Class B Represents a Class issued by the Fund with Sales Charge.”

- (ii) The definition of “Deed” is hereby deleted in its entirety and replaced with the following:

“Deed” Refers to the Deed dated 18 June 2021, the first supplemental deed dated 20 December 2022 and the second supplemental deed dated 4 July 2023 entered into between the Manager and the Trustee and includes any subsequent amendments and variations to the Deed.”

- (iii) The definition of “Net Asset Value or NAV” is hereby deleted in its entirety and replaced with the following:

“Net Asset Value or NAV” Means the value of all the assets of the Fund less the value of all the liabilities of the Fund at a valuation point. Where the Fund has more than one Class, there shall be NAV of the Fund attributable to each Class.”

- (iv) The definition of “NAV per Unit” is hereby deleted in its entirety and replaced with the following:

“NAV per Unit” Means the Net Asset Value of the Fund at a particular valuation point divided by the total number of Units in Circulation at that valuation point; where the Fund has more than one Class, there shall be a Net Asset Value per Unit for each Class; the Net Asset Value per Unit of a Class at a particular valuation point shall be the Net Asset Value of the Fund attributable to that Class divided by the number of Units in Circulation of that Class at the same valuation point.”

- (v) The definition of “Repurchase Price” is hereby deleted in its entirety and replaced with the following:

“Repurchase Price” Means the price payable to you by us for a Unit in a Class pursuant to a repurchase request and it shall be exclusive of any Repurchase Charge.”

- (vi) The definition of “Selling Price” is hereby deleted in its entirety and replaced with the following:

“Selling Price” Means the price payable by you for us to create a Unit in a Class and it shall be exclusive of any Sales Charge.”

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(vii) The definition of “Special Resolution” is hereby deleted in its entirety and replaced with the following:

“Special Resolution Means a resolution passed at a meeting of Unit Holders duly convened in accordance with the Deed by a majority of not less than three-fourths of the Unit Holders present and voting at the meeting in person or by proxy; for the avoidance of doubt, “three-fourths of the Unit Holders present and voting” means three-fourths of the votes cast by the Unit Holders present and voting; for the purposes of terminating the Fund or a Class, “Special Resolution” means a Special Resolution passed at a meeting of Unit Holders duly convened in accordance with this Deed by a majority in number representing at least three-fourths of the value of the Units held by the Unit Holders present and voting at the meeting in person or by proxy;”

(viii) The definition of “Unit(s)” is hereby deleted in its entirety and replaced with the following:

“Unit(s) Means an undivided share in the beneficial interest and/or right in the Fund and a measurement of the interest and/or right of a Unit Holder in the Fund and means a unit of the Fund; if the Fund has more than one Class, it means a unit issued for each Class.”

B. RISK FACTORS

Page 4 of the Prospectus

GENERAL RISKS

The information on the “Suspension of repurchase request risk” is hereby deleted in its entirety and replaced with the following:

“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. Such exceptional circumstances may occur when, amongst others, the Islamic CIS that make up material portion of the NAV of the Fund suspend the dealings* and the inability to repatriate the proceeds of the redemptions of the shares or units of the Islamic CIS arising from the regulatory restrictions and/or foreign exchange controls imposed by the authorities in respective jurisdictions. In such case, Unit Holders will not be able to redeem their Units and will be compelled to remain invested in the Fund or a Class for a longer period of time. Hence, their investments will continue to be subject to the risks inherent to the Fund.

* The Manager may consider suspending the Fund or a Class when multiple Islamic CIS (which make up material portion of the Fund’s NAV) that the Fund invests in suspend the dealings under circumstances, amongst others, as follows:

- (i) Should redemption applications by investors of the Islamic CIS exceeds 10% of the net asset value of the Islamic CIS on any dealing day, the management company of the Islamic CIS may in its absolute discretion defer such redemption applications; and
- (ii) When substantial portion of the Islamic CIS’s investments is suspended or restricted for trading that subsequently affects the valuation of the Islamic CIS.”

THIS IS A FIRST SUPPLEMENTAL PROSPECTUS WHICH HAS TO BE READ IN CONJUNCTION WITH THE PROSPECTUS DATED 28 FEBRUARY 2023

Page 7 of the Prospectus

RISK MANAGEMENT

The note disclosure under the “Liquidity Risk Management” section is hereby deleted in its entirety and replaced with the following:

“ The Manager will consider to suspend the dealing of the Fund or a Class should the Islamic CIS that make up material portion of the NAV of the Fund suspend the dealings** and the inability to repatriate the proceeds of the redemptions of the shares or units of the Islamic CIS arising from the regulatory restrictions and/or foreign exchange controls imposed by the authorities in respective jurisdictions.*

*** The Manager may consider suspending the Fund or a Class when multiple Islamic CIS (which make up material portion of the Fund’s NAV) that the Fund invests in suspend the dealings under circumstances, amongst others, as follows:*

- (i) Should redemption applications by investors of the Islamic CIS exceeds 10% of the net asset value of the Islamic CIS on any dealing day, the management company of the Islamic CIS may in its absolute discretion defer such redemption applications; and*
- (ii) When substantial portion of the Islamic CIS’ investments is suspended or restricted for trading that subsequently affects the valuation of the Islamic CIS.”*

C. ABOUT AIIMAN SMART INVEST PORTFOLIO – GROWTH

Page 8 of the Prospectus

- (i) The information on “Deed(s)” is hereby deleted in its entirety and replaced with the following:

“Deed(s)” : Deed dated 18 June 2021, first supplemental deed dated 20 December 2022 and the second supplemental deed dated 4 July 2023.”

- (ii) The following information is hereby inserted after the “Investment Objective” section.

“INITIAL OFFER PRICE AND INITIAL OFFER PERIOD

Class B
MYR 0.50

The initial offer period shall be one (1) calendar day which is on the date of this First Supplemental Prospectus.”

Pages 10 – 11 of the Prospectus

SHARIAH INVESTMENT GUIDELINES

The information in this section is hereby deleted in its entirety and replaced with the following:

“The following are the Shariah investment guidelines for the Fund, which AIIMAN, is to strictly adhere to on a continuous basis. At all times, the Fund shall invest in instruments that are allowed under Shariah principles and shall not invest in instruments that are prohibited by Shariah principles based on the parameters of the applicable Shariah Advisory Council and the Shariah Adviser.

Shariah-compliant instruments:

1. Islamic Collective Investment Schemes

The Fund may invest in domestic and foreign Islamic CIS approved by SC and the Shariah Adviser.

2. Islamic Money Market Instruments

The Fund may invest in Islamic money market instruments approved by the SAC of BNM and/or Shariah Adviser. The Shariah Adviser will review any Islamic money market instruments to be invested by the Fund based on the data available at:

- Bond and Sukuk Information Exchange (www.bixmalaysia.com)
- Fully Automated System for issuing/ tendering (<https://fast.bnm.gov.my>)

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3. Islamic Deposits

The Fund is prohibited from investing in interest-bearing deposits and recognizing any interest income.

4. Islamic Derivatives

The Fund may use derivatives for hedging purposes and such derivatives must be Islamic derivatives approved by the Shariah Adviser upon review of the relevant documents.

5. Any other Shariah-Compliant investments

For avoidance of doubt, any instrument which are not within the approved list as above, should be informed to the Shariah Adviser for prior approval. Where the Shariah Adviser request a change to the Shariah Investment Guidelines, it shall give the Manager a reasonable period of time to effect such change in the Prospectus in accordance with the requirements of any applicable law and regulation.

Cleansing Process for the Fund

Shariah non-compliant investment

This refers to Shariah non-compliant investment made by the Manager. The said investment will be disposed of or withdrawn with immediate effect or within a month of knowing the status of the investment. In the event of the investment resulted in gain (through capital gain, dividend, and/or profit) received before or after the disposal of the investment, the gain is to be channelled to baitulmal and/or any other charitable bodies as advised by the Shariah Adviser. The Fund has a right to retain only the investment cost. If the disposal of the investment resulted in losses to the Fund, the losses are to be borne by the Manager.

Payment of Zakat

This refers to purification by way of payment of Zakat by Muslims. The Fund does not pay zakat on behalf of Muslim Unit Holders. Thus, Muslim Unit Holders are advised to pay Zakat on their own.

The investment portfolio of the Fund will comprise instruments that have been classified as Shariah-compliant by the SAC of the SC and, where applicable the SAC of BNM. For instruments that are not classified as Shariah-complaint by the SAC of the SC and, where applicable the SAC of BNM, the status of the instruments has been determined in accordance with the ruling issued by the Shariah Adviser.”

D. DEALING INFORMATION

Page 13 of the Prospectus

HOW TO PURCHASE UNITS?

The second bullet point in this section is hereby deleted in its entirety and replaced with the following:

- “You are required to provide us with the following completed forms and documents. However, we reserve the right to request for additional documentations before we process the purchase application.

Individual or Jointholder	Corporation
<ul style="list-style-type: none"> • Account opening form; • Suitability assessment form; • Personal data protection notice form; • Client acknowledgement form; • A copy of identity card or passport or any other document of identification; and • Foreign Account Tax Compliance Act (“FATCA”) and Common Reporting Standard (“CRS”) Self-certification Form. 	<ul style="list-style-type: none"> • Account opening form; • Suitability assessment form; • Personal data protection notice form; • Certified true copy of memorandum and articles of association*; • Certified true copy of certificate of incorporation*; • Certified true copy of form 24 and form 49*; • Certified true copy of form 8, 9, 13, 20 and 44 (where applicable)*;

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	<ul style="list-style-type: none"> • Latest audited financial statement; • Board resolution relating to the investment; • A list of the authorised signatories; • Specimen signatures of the respective signatories; and • Foreign Account Tax Compliance Act (“FATCA”) and Common Reporting Standard (“CRS”) Self-certification Form. <p><i>* or any other equivalent documentation issued by the authorities.”</i></p>
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Page 13 of the Prospectus

WHAT IS THE PROCESS OF THE PURCHASE APPLICATION?

The first bullet point in this section is hereby deleted in its entirety and replaced with the following:

- “If we receive your purchase application at or before 3.30 p.m. on a Business Day (or “T day”), we will create your Units based on the initial offer price during the initial offer period of the particular Class and thereafter, NAV per Unit for that Business Day. Any purchase request received or deemed to have been received by us after 3.30 p.m. will be transacted on the next Business Day (or “T + 1 day”), unless a prior arrangement is made to our satisfaction.”

Page 14 of the Prospectus

WHAT ARE THE MINIMUM INITIAL INVESTMENT, MINIMUM ADDITIONAL INVESTMENT AND MINIMUM HOLDING OF UNITS AND MINIMUM SWITCHING OF UNITS?

The information in this section is hereby deleted in its entirety and replaced with the following:

	“Class A	Class B
Minimum Initial Investment*	MYR 100	MYR 100
Minimum Additional Investment*	MYR 100	MYR 100
Minimum Holding of Units*	200 Units	200 Units
Minimum Repurchase Amount*	200 Units	200 Units
Minimum Switching of Units*	200 Units	200 Units

** At our discretion, we may reduce the transaction value and Units, including for transactions made via digital channels, subject to terms and conditions disclosed in the respective channels.”*

Page 14 of the Prospectus

HOW TO REPURCHASE UNITS?

The first bullet point in this section is hereby deleted in its entirety and replaced with the following:

- “It is important to note that, you must meet the minimum holding of Units for a particular Class after a repurchase transaction.

If the balance of your investment (i.e. total number of Units) is less than the minimum holding of Units, we may withdraw all your holding of Units and pay the proceeds to you.

We may, with the consent of the Trustee, reserve the right to defer your repurchase request if such transaction would adversely affect the Fund or the interest of the Unit Holders.”

THIS IS A FIRST SUPPLEMENTAL PROSPECTUS WHICH HAS TO BE READ IN CONJUNCTION WITH THE PROSPECTUS DATED 28 FEBRUARY 2023

Page 14 of the Prospectus

WHAT IS THE PROCESS OF REPURCHASE APPLICATION?

The first and second bullet points in this section are hereby deleted in their entirety and replaced with the following:

- “For a repurchase request received or deemed to have been received by us at or before 3.30 p.m. on a Business Day (or “T day”), Units will be repurchased based on the initial offer price during the initial offer period of the particular Class and thereafter, NAV per Unit for that Business Day. Any repurchase request received after 3.30 p.m. will be transacted on the next Business Day (or “T + 1 day”).
- Repurchase of Units must be made in terms of Units or value, provided it meets the minimum repurchase amount of the Class.”

Page 16 of the Prospectus

SUSPENSION OF DEALING IN UNITS

The note disclosure under this section is hereby deleted in its entirety and replaced with the following:

“ The Manager will consider suspending the dealing of the Fund or a Class should the Islamic CIS that make up material portion of the NAV of the Fund invests in suspend the dealings** and the inability to repatriate the proceeds of the redemptions of the shares or units of the Islamic CIS arising from the regulatory restrictions and/or foreign exchange controls imposed by the authorities in respective jurisdictions. Suspension will only be exercised as a last resort as the Manager will utilise the Fund’s liquid assets (i.e. Islamic money market instruments and/or Islamic deposits) in meeting the redemption request by Unit Holders.*

*** The Manager may consider suspending the Fund or a Class when multiple Islamic CIS (which make up material portion of the Fund’s NAV) that the Fund invests in suspend the dealings under circumstances, amongst others, as follows:*

- (i) *Should redemption applications by investors of the Islamic CIS exceeds 10% of the net asset value of the Islamic CIS on any dealing day, the management company of the Islamic CIS may in its absolute discretion defer such redemption applications; and*
- (ii) *When substantial portion of the Islamic CIS’ investments is suspended or restricted for trading that subsequently affects the valuation of the Islamic CIS.”*

E. FEES, CHARGES AND EXPENSES

Page 18 of the Prospectus

- (i) The information on “Sales Charge” is hereby deleted in its entirety and replaced with the following:

“Class A	Class B
Nil	Up to 3.00%* of the NAV per Unit

*You may negotiate for a lower Sales Charge.

Note: All Sales Charge will be rounded up to two (2) decimal places.”

- (ii) The information on the “Repurchase Charge” is hereby deleted in its entirety and replaced with the following:

“Class A	Class B
3.00% on the NAV per Unit	Nil

Note: All Repurchase Charge will be rounded up to two (2) decimal places.”

THIS IS A FIRST SUPPLEMENTAL PROSPECTUS WHICH HAS TO BE READ IN CONJUNCTION WITH THE PROSPECTUS DATED 28 FEBRUARY 2023

Page 18 of the Prospectus

FEES AND EXPENSES

The first paragraph of this section is hereby deleted in its entirety and replaced with the following:

“With the issuance of multiple Classes in this Fund, the fees and expenses for the Fund are apportioned based on the size of the Class relative to the whole Fund, which is also known as multi-class ratio. This apportionment is expressed as a ratio and calculated as a percentage.

As an illustration, assuming there is an indirect fee chargeable to the Fund of MYR 100 and assuming further the size of the Class A over the size of the Fund is 60% whereas the size of the Class B over the size of the Fund is 40%, the ratio of the apportionment based on the percentage will be 60:40, 60% being borne by the Class A and 40% being borne by the Class B.

We may (in our sole and absolute discretion), waive or reduce the amount of any fees (except the trustee fee) and expenses of the Fund, either for all the investors or a particular investor.”

Page 18 of the Prospectus

ANNUAL MANAGEMENT FEE

The following information is hereby inserted at the end of this section:

“The management fee is payable monthly to the Manager and is apportioned to each Class based on the multi-class ratio.”

Page 19 of the Prospectus

ANNUAL TRUSTEE FEE

The following information is hereby inserted at the end of this section:

“The trustee fee is payable monthly to the Manager and is apportioned to each Class based on the multi-class ratio.”

Page 19 of the Prospectus

ADMINISTRATIVE EXPENSES

The opening sentence of this section is hereby deleted in its entirety and replaced with the following:

“Only the expenses (or part thereof) which are directly related and necessary to the operation and administration of the Fund or each Class may be charged to the Fund or each Class respectively. These would include (but are not limited to) the following:”

F. PRICING

Page 20 of the Prospectus

COMPUTATION OF NAV AND NAV PER UNIT

The information in this section is hereby deleted in its entirety and replaced with the following:

“In this section, you will be introduced to certain terms used to explain how the Fund arrives at its NAV and consequently, NAV per Unit for each Class of the Fund. Under this section, please note the following definitions:-

“Value of the Fund before Income and Expenses”	Refers to the current value of the Fund inclusive of purchases and/or repurchases before the next valuation point.
“Value of a Class before Income and Expenses”	Refers to the current value of a Class inclusive of purchases and/or repurchases before the next valuation point.

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THE PROSPECTUS DATED 28 FEBRUARY 2023**

You should also note that the NAV of the Fund is determined by deducting the value of all the Fund's liabilities from the value of all the Fund's assets, at a particular valuation point. The NAV per Unit of a Class is the NAV of the Fund attributable to a Class divided by the number of Units in Circulation for that particular Class, at the same valuation point.

Please refer to Section "Valuation Point of The Fund" of this Prospectus for an explanation of the valuation point.

For illustration purposes, the following is the computation of NAV per Unit for a particular day for the Classes. The multi-class ratio will vary and be apportioned accordingly when further Class(es) are introduced by us:-

	Fund RM	Class A RM	Class B RM
Value of the Fund/Class before Income and Expenses	195,000,000.00	117,000,000.00	78,000,000.00
Multi-class ratio*	100%	60%	40%
Add: Income	5,700,000.00	3,420,000.00	2,280,000.00
Gross asset value	200,700,000.00	120,420,000.00	80,280,000.00
Less: Fund expenses	(700,000.00)	(420,000.00)	(280,000.00)
GAV of the Fund (before deduction of management and trustee fees)	200,000,000.00	120,000,000.00	80,000,000.00
Less: Management fee (1.80% p.a.)			
Management fee for the day	(9,863.01)	(5,917.81)	(3,945.20)
Less: Trustee fee (0.045% p.a.)			
Trustee fee for the day	(246.57)	(147.94)	(98.63)
NAV of the Fund (after deduction of management and trustee fees)	199,989,890.42	119,993,934.25	79,995,956.17
Total Units in Circulation for that day	300,000,000	180,000,000	120,000,000
NAV per Unit for each Class**		0.6666	0.6666

Notes:

* Multi-class ratio is apportioned based on the size of the Class relative to the whole Fund. This means the multi-class ratio is calculated by taking the *Value of a Class before Income and Expenses* for a particular day and dividing it with the *Value of the Fund before Income and Expenses* for that same day. This apportionment is expressed as a ratio and calculated as a percentage.

** NAV per Unit of a Class is derived by dividing the NAV of a Class with Units in Circulation of the particular Class.

The rounding policy is four (4) decimal points for the purposes of publication of the NAV per Unit of a Class. However, the rounding policy will not apply when calculating the Sales Charge and Repurchase Charge (where applicable)."

Page 21 of the Prospectus

COMPUTATION OF SELLING PRICE AND REPURCHASE PRICE

The information after the first paragraph of this section is hereby deleted in its entirety and replaced with the following:

"During initial offer period, the Selling Price and/or the Repurchase Price is equivalent to the initial offer price. Forward Pricing will be used to determine the Selling Price and the Repurchase Price after the initial offer period, i.e. the NAV per Unit as at the next valuation point after we receive the purchase request or repurchase request.

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THE PROSPECTUS DATED 28 FEBRUARY 2023**

Calculation of Selling Price

For illustration purposes, let's assume the following:

Class	Class A	Class B
Investment Amount	MYR 10,000.00	MYR 10,000.00
Selling Price per Unit	MYR 0.50	MYR 0.50
Number Of Units Received*	MYR 10,000 ÷ MYR 0.50 = 20,000 Units	MYR 10,000 ÷ MYR 0.50 = 20,000 Units
Sales Charge	0.00%	3.00% of the NAV per Unit
Sales Charge Paid By Investor**	0.00% x MYR 0.50 x 20,000 Units = MYR 0	3.00% x MYR 0.50 x 20,000 Units = MYR 300
Total Amount Paid By Investor***	MYR 10,000 + MYR 0 = MYR 10,000	MYR 10,000 + MYR 300 = MYR 10,300

Formula for calculating:-

* Number of Units received	=	$\frac{\text{Investment Amount}}{\text{Selling Price per Unit}}$
** Sales Charge paid by investor	=	Sales Charge x Selling Price per Unit x Number of Units received
*** Total amount paid by investor	=	Investment Amount + Sales Charge paid by investor

Calculation of Repurchase Price

For illustration purposes, let's assume the following:-

Class	Class A	Class B
Units Repurchased	20,000 Units	20,000 Units
Repurchase Price per Unit	MYR 0.50	MYR 0.50
Repurchase Amount^	20,000 Units x MYR 0.50 = MYR 10,000	20,000 Units x MYR 0.50 = MYR 10,000
Repurchase Charge	3.00% of the NAV per Unit	0.00%
Repurchase Charge Paid By Investor^^	3.00% x MYR 10,000 = MYR 300	0.00% x MYR 10,000 = MYR 0
Total Amount Received By Investor^^^	MYR 10,000 - MYR 300 = MYR 9,700	MYR 10,000 - MYR 0 = MYR 10,000

Formula for calculating:-

^ Repurchase amount	=	Unit repurchased x Repurchase Price per Unit
^^ Repurchase Charge paid by investor	=	Repurchase Charge x Repurchase amount
^^^ Total amount received by investor	=	Repurchase amount - Repurchase Charge paid by investor"

G. SALIENT TERMS OF THE DEED

Pages 22 – 23 of the Prospectus

Provisions Regarding Unit Holders' Meetings

The information in this section is hereby deleted in its entirety and replaced with the following:

“Quorum Required For Convening A Unit Holders' Meeting

The quorum required for a meeting of the Unit Holders of the Fund or a Class, as the case may be, shall be five (5) Unit Holders (irrespective of the Class), whether present in person or by proxy; however, if the Fund or a Class, as the case may be, has five (5) or less Unit Holders (irrespective of the Class), the quorum required for a meeting of the Unit Holders of the Fund or a Class, as the case may be, shall be two (2) Unit Holders (irrespective of the Class), whether present in person or by proxy.

**THIS IS A FIRST SUPPLEMENTAL PROSPECTUS WHICH HAS TO BE READ IN CONJUNCTION WITH
THE PROSPECTUS DATED 28 FEBRUARY 2023**

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 (irrespective of the Class) of the Fund or a particular Class, as the case may be, at the time of the meeting.

If the Fund or a Class, 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, as the case may be.

Unit Holders' Meeting Convened By Unit Holders

Unless otherwise required or allowed by the relevant laws, the Manager shall, within twenty-one (21) days of receiving a direction from not less than fifty (50) or one-tenth (1/10), whichever is less, of all the Unit Holders of the Fund or a particular Class, as the case may be, at the registered office of the Manager, summon a meeting of the Unit Holders of the Fund or that Class, as the case may be, by:

- sending by post at least seven (7) days before the date of the proposed meeting a notice of the proposed meeting to all the Unit Holders of the Fund or a particular Class, as the case may be, at the Unit Holder's last known address or, in the case of jointholders, to the jointholder whose name stands first in the records of the Manager at the jointholder's last known address;
- publishing at least fourteen (14) days before the date of the proposed meeting an advertisement giving notice of the proposed meeting in a national language national newspaper published daily and another newspaper approved by the relevant authorities; and
- specifying in the notice the place and time of the meeting and the terms of the resolutions to be proposed at the meeting.

The Unit Holders may direct the Manager to summon a meeting for any purpose including, without limitation, for the purpose of:

- requiring the retirement or removal of the Manager;
- requiring the retirement or removal of the Trustee;
- considering the most recent financial statements of the Fund;
- giving to the Trustee such directions as the meeting thinks proper; or
- considering any matter in relation to the Deed;

provided always that the Manager shall not be obliged to summon any such meeting unless direction has been received from not less than fifty (50) or one-tenth (1/10), whichever is less, of all the Unit Holders of the Fund or the Unit Holders of a particular Class, as the case may be.

Unit Holders' Meeting Convened By Manager

The Manager may for any purpose whatsoever summon a meeting of the Unit Holders by sending by post at least fourteen (14) days before the date of the proposed meeting, or such other time as may be prescribed by the relevant laws, a notice of the proposed meeting to all the Unit Holders. All such notices and advertisement to the Unit Holders shall specify the place, time and terms of the resolutions to be proposed.

Unit Holders' Meeting Convened By Trustee

The Trustee may summon a Unit Holders' meeting in the event:

- the Manager is in liquidation;
- in the opinion of the Trustee, the Manager has ceased to carry on business;
- in the opinion of the Trustee, the Manager has, to the prejudice of Unit Holders, failed to comply with the Deed or contravened any of the provisions of the Act;
- requiring the retirement or removal of the Manager;
- giving instructions to the Trustee or the Manager if the Trustee considers that the investment management policies of the Manager are not in the interests of Unit Holders;
- securing the agreement of the Unit Holders to release the Trustee from any liability;
- deciding on the next course of action after the Trustee has suspended the sale and repurchase of Units pursuant to clause 6.9.3 of the Deed; or
- deciding on the reasonableness of the annual management fee charged to the Fund or each Class.

THIS IS A FIRST SUPPLEMENTAL PROSPECTUS WHICH HAS TO BE READ IN CONJUNCTION WITH THE PROSPECTUS DATED 28 FEBRUARY 2023

The meeting of the Unit Holders summoned by the Trustee shall be summoned by:

- sending by post at least twenty-one (21) days before the date of the proposed meeting a notice of the proposed meeting to each of the Unit Holders at the Unit Holder’s last known address or, in the case of jointholders, to the jointholder whose name stands first in the records of the Manager at the jointholder’s last known address;
- publishing at least twenty-one (21) days before the date of the proposed meeting an advertisement giving notice of the meeting in a national language newspaper published daily and another newspaper approved by the relevant authorities; and
- specifying in the notice the place and time of the meeting and the terms of the resolutions to be proposed at the meeting.”

Page 23 of the Prospectus

The following information is hereby inserted after the “Termination Of the Fund” section:

“Termination Of Class

A Class may be terminated if a Special Resolution is passed at a meeting of Unit Holders of that Class to terminate the Class provided always that such termination does not prejudice the interests of any other Class.

Notwithstanding the aforesaid, the Manager may, in consultation with the Trustee, determine a Class without having to obtain the prior approval of the Unit Holders upon the occurrence of any of the following events:

- (a) if any new law shall be passed which renders it illegal; or
- (b) if in the reasonable opinion of the Manager it is impracticable or inadvisable to continue the Class and the termination of the Class is in the best interests of the Unit Holders.

If the Class is left with no Unit Holder, the Manager shall also be entitled to terminate the Class.”

Page 25 of the Prospectus

Fee And Charges

The first paragraph of this section is hereby deleted in its entirety and replaced with the following:

“Below are the maximum fees and charges permitted by the Deed:

Classes	Class A	Class B
Sales Charge	6.00% of the NAV per Unit.	
Repurchase Charge	5.00% of the NAV per Unit.	
Annual Management Fee	5.00% per annum of the NAV of the Fund.	
Annual Trustee Fee	0.10% per annum of the NAV of the Fund (excluding foreign custodian fees and charges).”	

Pages 25 – 26 of the Prospectus

Permitted Expenses under the Deed

- (i) The opening sentence of this section is hereby deleted in its entirety and replaced with the following:

“Only the expenses (or part thereof) which are directly related and necessary to the operation and administration of the Fund or each Class may be charged to the Fund or each Class respectively. These would include (but are not limited to) the following:”

- (ii) The tenth bullet point under this section is hereby deleted in its entirety and replaced with the following:

- “costs, fees and expenses incurred in the termination of the Fund or a Class or the removal of the Trustee or the Manager and the appointment of a new trustee or management company;”

**THIS IS A FIRST SUPPLEMENTAL PROSPECTUS WHICH HAS TO BE READ IN CONJUNCTION WITH
THE PROSPECTUS DATED 28 FEBRUARY 2023**

H. THE MANAGER

Page 27 of the Prospectus

ABOUT AIIMAN

The first paragraph of this section is hereby deleted in its entirety and replaced with the following:

“AIIMAN is an Islamic investment management company managing assets for pension funds, institutions, corporates, high net worth and mass affluent individuals. Headquartered in the world’s Islamic financial hub Kuala Lumpur, Malaysia, AIIMAN is focused on providing clients exceptional and innovative Shariah investment solutions that focus on Asian equities and global sukuk. AIIMAN was licensed by the SC to undertake the regulated activity of Islamic fund management on 17 October 2008 and is a wholly owned subsidiary of AHAM of which its ultimate shareholder is CVC Capital Partners Asia Fund V, a private equity fund managed by CVC Capital Partners (“CVC”). CVC is a global private equity and investment advisory firm with approximately USD125 billion of assets under its management. AIIMAN has more than fourteen (14) years’ experience in fund management industry. AIIMAN also received the SC’s approval on 27 December 2018 to carry out the activity as a unit trust management company.”

I. THE SHARIAH ADVISER

Page 29 of the Prospectus

ABOUT AMANIE

The first paragraph of this section is hereby deleted in its entirety and replaced with the following:

“Amanie is a Shariah advisory, consultancy, training and research and development boutique for institutional and corporate clientele focusing on Islamic financial services. Amanie is a registered Shariah advisory (Corporation) with the SC. It has been established with the aim of addressing the global needs for experts’ and Shariah scholars’ pro-active input. This will ultimately allow the players in the industry to manage and achieve their business and financial goals in accordance with the Shariah principles. Amanie also focuses on organizational aspect of the development of human capital in Islamic finance worldwide through providing updated quality learning embracing both local and global issues on Islamic financial products and services. The company is led by Tan Sri Dr. Mohd Daud Bakar and teamed by an active and established panel of consultants covering every aspect related to the Islamic banking and finance industry both in Malaysia and the global market. Currently the team comprises of eight (8) full-time consultants who represent dynamic and experienced professionals with a mixture of Shariah law, corporate finance, accounting, product development and education. Amanie meets the Manager every quarter to address Shariah advisory matters pertaining to Shariah funds. Amanie also reviews the Fund’s investment on a monthly basis to ensure compliance with Shariah principles or any other relevant principles at all times. Amanie has over one hundred and thirty nine (139) funds which it acts as Shariah adviser.”

J. RELATED PARTIES TRANSACTION AND CONFLICT OF INTEREST

Page 31 of the Prospectus

The information in this section is hereby deleted in its entirety and replaced with the following:

“AIIMAN has in place policies and procedures to deal with any conflict of interest situations. In making an investment transaction for the Fund, AIIMAN will not make improper use of its position in managing the Fund to gain, directly or indirectly, any advantage or to cause detriment to the interests of Unit Holders. Where the interests of the directors or the person(s) or members of a committee undertaking the oversight function’s interests may conflict with that of the Fund, they are to refrain from participating in the decision-making process relating to the matter. Staff of AIIMAN are required to seek prior approval from the executive director or the managing director before dealing in any form of securities.

All transactions with related parties are to be executed on terms which are best available to the Fund and which are no less favourable to the Fund than an arms-length transaction between independent parties. Such transactions may include dealings on sale and purchase of securities and instruments by the Fund and holding of units in the Fund by related parties.

The tax advisers, Shariah Adviser and solicitors have confirmed that they do not have any existing or potential conflict of interest with AIIMAN and/or the Fund.”