

**FIRST SUPPLEMENTAL DISCLOSURE DOCUMENT**

This First Supplemental Disclosure Document is dated 29 September 2023 and must be read together with the Third Replacement Disclosure Document dated 22 January 2021, for:

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**OnePRS Scheme**

**Name of the Core Funds**

Kenanga OnePRS Conservative Fund  
Kenanga OnePRS Moderate Fund  
Kenanga OnePRS Growth Fund

**Constitution Date of the Core Funds**

29 August 2013  
29 August 2013  
29 August 2013

**Name of the Non-Core Fund**

Kenanga OnePRS Shariah Equity Fund

**Constitution Date of the Non-Core Fund**

2 October 2014

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**Private Retirement Scheme Provider**

Kenanga Investors Berhad  
199501024358 (353563-P)

**Scheme Trustee**

Maybank Trustees Berhad  
196301000109 (5004-P)

**Constitution Date of the Scheme: 29 August 2013**

**MEMBERS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THIS FIRST SUPPLEMENTAL DISCLOSURE DOCUMENT DATED 29 SEPTEMBER 2023 WHICH IS TO BE READ TOGETHER WITH THE THIRD REPLACEMENT DISCLOSURE DOCUMENT DATED 22 JANUARY 2021. IF IN DOUBT, PLEASE CONSULT A PROFESSIONAL ADVISER.**

**FOR INFORMATION CONCERNING CERTAIN RISK FACTORS WHICH SHOULD BE CONSIDERED BY PROSPECTIVE MEMBERS, SEE "RISK FACTORS" COMMENCING ON PAGE 21 OF THE THIRD REPLACEMENT DISCLOSURE DOCUMENT DATED 22 JANUARY 2021 AND PAGE 5 OF THIS FIRST SUPPLEMENTAL DISCLOSURE DOCUMENT.**

***Responsibility Statements***

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

***Statements of Disclaimer***

The Securities Commission Malaysia has approved the Scheme and authorised the Funds under the Scheme, and a copy of this First Supplemental Disclosure Document and the Third Replacement Disclosure Document (collectively the "Disclosure Document") have been registered with the Securities Commission Malaysia.

The approval and authorisation, as well as the registration of the Disclosure Document should not be taken to indicate that the Securities Commission Malaysia recommends the Scheme or Funds under the Scheme or assumes responsibility for the correctness of any statement made or opinion or report expressed in the Disclosure Document.

The Securities Commission Malaysia is not liable for any non-disclosure on the part of Kenanga Investors Berhad who is responsible for the Scheme and the Funds under the Scheme, and takes no responsibility for the contents in the Disclosure Document. The Securities Commission Malaysia makes no representation on the accuracy or completeness of the Disclosure Document, and expressly disclaims any liability whatsoever arising from, or in reliance upon, the whole or any part of its contents.

**Members should rely on their own evaluation to assess the merits and risks of the investment. In considering the investment, Members who are in doubt on the action to be taken should consult professional advisers immediately.**

Members are advised to note that recourse for false or misleading statements or acts made in connection with the Disclosure Document is directly available through Section 92A(3) of the Capital Markets and Services Act 2007.

The Kenanga OnePRS Shariah Equity Fund has been certified as being Shariah-compliant by the Shariah adviser appointed for the Fund.

## This is a Private Retirement Scheme

The Third Replacement Disclosure Document dated 22 January 2021 (hereinafter referred to as “Third Replacement Disclosure Document”) in relation to the OnePRS Scheme (“Scheme”) is hereby amended as follows:

- (a) by updating the information in the corporate directory section;
- (b) by amending the information in relation to the period for payment of redemption proceeds and cooling-off;
- (c) by amending the asset allocation of Kenanga OnePRS Shariah Equity Fund and updating the information of the Target Fund;
- (d) by inserting the suspension of redemption risk, liquidity risk management of the PRS Provider and suspension of dealings in Units;
- (e) by updating the information in relation to the PRS Provider, Scheme Trustee and Shariah Adviser;
- (f) by updating the information in the Third Replacement Disclosure Document pursuant to the changes in the Guidelines and issuance of the Fourth Supplemental Deed dated 24 July 2023 in relation to the Scheme;
- (g) by updating the Taxation Adviser’s Letter; and
- (h) the amendments as set out in this First Supplemental Disclosure Document take effect on 31 August 2023.

### 1. GENERAL

- a. The references to “interim report(s)” and “investment committee(s)”, wherever they appear in the Third Replacement Disclosure Document have been amended to “semi-annual report(s)” and “members of the committee undertaking the oversight function of the Funds” respectively.

### 2. CHAPTER 1: GLOSSARY OF TERMS

(pages 6 - 9 of the Third Replacement Disclosure Document)

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

<i>Deed(s)</i>	Deed dated 29 August 2013 as modified by the supplemental deed dated 2 October 2014, the second supplemental deed dated 16 February 2015, the third supplemental deed dated 7 July 2020 and the fourth supplemental deed dated 24 July 2023 in respect of the Scheme and any other supplemental deed that may be entered into between the PRS Provider and the Scheme Trustee and registered with the SC.
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- b. The definition of “licensed financial institution” is hereby deleted in its entirety and replaced with the following:

<i>licensed financial institution</i>	<ol style="list-style-type: none"><li>a) if the institution is in Malaysia:<ul style="list-style-type: none"><li>• licensed bank;</li><li>• licensed investment bank; or</li><li>• licensed Islamic bank.</li></ul></li><li>b) if the institution is outside of Malaysia, any institution that is licensed, registered, approved, or authorised by the relevant banking regulator to provide financial services.</li></ol>
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- c. A new definition of “Eligible Market” is hereby inserted after the definition of “Default Option” as follows:

<i>Eligible Market</i>	An exchange, government securities market or an OTC market: <ol style="list-style-type: none"><li>(a) that is regulated by a regulatory authority;</li><li>(b) that is open to the public or to a substantial number of market participants; and</li><li>(c) on which financial instruments are regularly traded.</li></ol>
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**This First Supplemental Disclosure Document dated 29 September 2023 must be read together with the Third Replacement Disclosure Document Dated 22 January 2021.**

- d. A new definition of “OTC” is hereby inserted after the definition of “OnePRS account” as follows:

*OTC* over-the-counter.

- e. A new definition of “SACBNM” is hereby inserted after the definition of “RM and sen” as follows:

*SACBNM* Shariah Advisory Council of Bank Negara Malaysia

### **3. CHAPTER 2: CORPORATE DIRECTORY**

- a. The information on the BOARD OF DIRECTORS on page 10 of the Third Replacement Disclosure Document is hereby deleted in its entirety and replaced with the following:

#### **Board of Directors**

Choy Khai Choon, Steven (Chairman/Non-Independent Non-Executive Director)  
Imran Devindran Bin Abdullah (Independent Non-Executive Director)  
Norazian Binti Ahmad Tajuddin (Independent Non-Executive Director)  
Luk Wai Hong, William (Non-Independent Non-Executive Director)  
Datuk Wira Ismitz Matthew De Alwis (Executive Director/Chief Executive Officer)

- b. The information on the INVESTMENT COMMITTEE on page 10 of the Third Replacement Disclosure Document is hereby deleted in its entirety.
- c. The information on the AUDIT AND RISK COMMITTEE on page 10 of the Third Replacement Disclosure Document is hereby deleted in its entirety and replaced with the following:

#### **Audit and Risk Committee**

Imran Devindran Bin Abdullah (Chairman and Independent Member)  
Norazian Binti Ahmad Tajuddin (Independent Member)  
Luk Wai Hong, William (Non-Independent Member)

- d. The information on the FEDERATION OF INVESTMENT MANAGERS MALAYSIA on page 10 of the Third Replacement Disclosure Document is hereby deleted in its entirety and replaced with the following:

#### **Federation of Investment Managers Malaysia**

19-06-1, 6<sup>th</sup> Floor, Wisma Tune  
19, Lorong Dungun, Damansara Heights  
50490 Kuala Lumpur  
Tel: 03-7890 4242  
Website: [www.fimm.com.my](http://www.fimm.com.my)  
E-mail: [complaints@fimm.com.my](mailto:complaints@fimm.com.my)

- e. The information on the AUDITOR OF THE PRS PROVIDER on page 10 of the Third Replacement Disclosure Document is hereby deleted in its entirety and replaced with the following:

#### **Auditor of the PRS Provider**

Ernst & Young PLT (202006000003 (LLP0022760-LCA) & AF 0039)  
Business Address:  
Level 23A, Menara Millennium  
Jalan Damanlela, Pusat Bandar Damansara  
50490 Kuala Lumpur  
Tel: 03-7495 8000  
Website: [https://www.ey.com/en\\_my](https://www.ey.com/en_my)

- f. The information on the TAXATION ADVISER on page 10 of the Third Replacement Disclosure Document is hereby deleted in its entirety and replaced with the following:

**This First Supplemental Disclosure Document dated 29 September 2023 must be read together with the Third Replacement Disclosure Document Dated 22 January 2021.**

**Taxation adviser**

Ernst & Young Tax Consultants Sdn. Bhd.  
Company No. 198901002487 (179793-K)  
Business Address:  
Level 23A, Menara Millennium  
Jalan Damanlela, Pusat Bandar Damansara  
50490 Kuala Lumpur  
Tel: 03-7495 8000  
E-mail: eymalaysia@my.ey.com  
Website: www.ey.com

- g. The information on the SOLICITOR on page 10 of the Third Replacement Disclosure Document is hereby deleted in its entirety and replaced with the following:

**Solicitor**

Wei Chien & Partners  
D-20-02, Menara Suezcap 1  
No. 2, Jalan Kerinchi  
Gerbang Kerinchi Lestari  
59200 Kuala Lumpur  
Tel: 03-7931 9622 Fax: 03-7931 9612  
E-mail: weichien@wcnp.com.my  
Website: www.wcnp.com.my

- h. The information on the SHARIAH ADVISER on page 11 of the Third Replacement Disclosure Document is hereby deleted in its entirety and replaced with the following:

**Shariah Adviser**

**(Kenanga OnePRS Shariah Equity Fund)**

Kenanga Investment Bank Berhad  
Company No. 197301002193 (15678-H)  
Level 16, Kenanga Tower  
237, Jalan Tun Razak  
50400 Kuala Lumpur  
Tel: 03-2172 2727 Fax: 03- 2172 2897  
E-mail: Dept-IslamicMarkets@kenanga.com.my  
Website: www.kenanga.com.my

- i. The information on the PRINCIPAL BANKERS on page 11 of the Third Replacement Disclosure Document is hereby deleted in its entirety and replaced with the following:

**Principal banker**

Standard Chartered Bank Malaysia Berhad  
Level 23, Equatorial Plaza  
Jalan Sultan Ismail  
50250 Kuala Lumpur  
Tel: 03-7661 8258  
Website: www.sc.com/my

- j. The information on the PRIVATE PENSION ADMINISTRATOR MALAYSIA on page 11 of the Third Replacement Disclosure Document is hereby deleted in its entirety and replaced with the following:

**Private Pension Administrator Malaysia**

Level 13A, Bangunan Tierra Crest  
No. 3A, Jalan SS 6/3  
Kelana Jaya  
47301 Petaling Jaya  
Selangor  
Tel: 1300-131-772  
E-mail: AskPPA@ppa.my  
Website: www.ppa.my

**This First Supplemental Disclosure Document dated 29 September 2023 must be read together with the Third Replacement Disclosure Document Dated 22 January 2021.**

4. CHAPTER 3: KEY DATA

- a. The third paragraph of “Withdrawals” under the information on “Brief description on the operations of the Scheme” in Section 3.1 - Scheme Information on page 14 of the Third Replacement Disclosure Document is hereby deleted in its entirety and replaced with the following:

The PRS Provider must pay the proceeds of the repurchase of Units in accordance with the following:

No.	Circumstances of withdrawal	Period for payment to be made	Recipient of payment
(a)	After the day the Member reaches the retirement age	Within 7 Business days after the PRS Provider received a completed withdrawal request from Member	Members
(b)	Pre-retirement withdrawals from sub-account B		
(c)	Permanent departure of Member from Malaysia		
(d)	Permanent total disablement, serious disease and mental disability of a Member	Within 7 Business days after the PRS Provider received a completed withdrawal request (either received directly or through a notification from the PPA)	Members
(e)	Death of a Member	Within 7 Business days after the PRS Provider received an authorisation from the PPA	(i) Either a nominee, trustee, executor, or administrator of a deceased Member  (ii) Notwithstanding paragraph (i), the PRS Provider may pay the accrued benefits to the nominee as stipulated in the Guidelines.
(f)	For housing purpose	Within 7 Business days after the PRS Provider received a completed withdrawal request	Members' account or joint housing loan account
(g)	For healthcare purpose	Within 7 Business days after the PRS Provider received a completed withdrawal request	Members

- b. The information on “Fund expenses” in Section 3.3.3 – Fees charged to the Fund and other Fund expenses on pages 18 – 19 of the Third Replacement Disclosure Document is hereby deleted in its entirety and replaced with the following:

- commissions or fees paid to brokers or dealers in effecting dealings in the investments of the Fund, shown on the contract notes or confirmation notes;

**This First Supplemental Disclosure Document dated 29 September 2023 must be read together with the Third Replacement Disclosure Document Dated 22 January 2021.**

- (where the custodial function is delegated by the Scheme Trustee) charges and fees paid to sub-custodians taking into custody any foreign assets of the Fund;
  - taxes and other duties charged on the Fund by the government and/or other authorities;
  - auditor's fees and expenses;
  - fees incurred for the valuation of any investment of the Funds;
  - costs, fees and expenses incurred in engaging any adviser for the benefit of the Funds;
  - costs for modification of the Deed other than those for the benefit of the PRS Provider and/or the Scheme Trustee;
  - costs, fees and charges payable to the PPA by the Fund;
  - costs incurred for meetings of Members other than those convened by, or for the benefit of the PRS Provider and/or the Scheme Trustee; and
  - any other fees and expenses as may be allowed under the Deed.
- c. The information on "Deed" in Section 3.5 - Other Information on page 19 of the Third Replacement Disclosure Document is hereby deleted in its entirety and replaced with the following:
- Deed dated 29 August 2013
  - Supplemental Deed dated 2 October 2014
  - Second Supplemental Deed dated 16 February 2015
  - Third Supplemental Deed dated 7 July 2020
  - Fourth Supplemental Deed dated 24 July 2023
- d. Item no. 4 under "Where and how to lodge a complaint" in Section 3.5 - Other Information on page 20 of the Third Replacement Disclosure Document is hereby deleted in its entirety and replaced with the following:
4. Federation of Investment Mangers Malaysia (FIMM)'s Complaints Bureau:
- (a) via phone to : 03-7890 4242
  - (b) via e-mail to : complaints@fimm.com.my
  - (c) via online complaint form available at [www.fimm.com.my](http://www.fimm.com.my)
  - (d) via letter to : Legal & Regulatory Affairs  
Federation of Investment Managers Malaysia  
19-06-1, 6<sup>th</sup> Floor, Wisma Tune  
No.19, Lorong Dungun  
Damansara Heights  
50490 Kuala Lumpur

## **5. CHAPTER 4: RISK FACTORS**

- a. A new information in relation to "Suspension of redemption risk" is hereby inserted after "Risk of non-compliance" under Section 4.1 – General Risks of Contributing to the Funds:

### **Suspension of Redemption Risk**

The redemption of units of a Fund may be suspended under exceptional circumstances, where the fair value of a material portion of the Fund's assets cannot be reasonably determined. Upon suspension, the Fund will not be able to pay Members' redemption proceeds in a timely manner and Members will be compelled to remain invested in the Fund for a longer period of time than the stipulated repurchase timeline. Hence, Members' investments will continue to be subjected to the risk factors inherent to the Fund. Please refer to section 8.14 – Suspension of Dealing in Units for further details

- b. The information on "Liquidity Risk" in Section 4.2.1 - Specific Risks When Contributing to the Core Funds on page 22 of the Third Replacement Disclosure Document is hereby deleted in its entirety and replaced with the following:

**This First Supplemental Disclosure Document dated 29 September 2023 must be read together with the Third Replacement Disclosure Document Dated 22 January 2021.**

**Liquidity risk**

Liquidity risk refers to the ease of liquidating an asset depending on the asset's volume traded in the market. Generally, unrated fixed income securities are not as liquid as rated fixed income securities. If the Fund holds assets that are illiquid, or are difficult to dispose of, the value of the Fund will be negatively affected and subsequently the value of a Member's investments would be reduced when the Fund has to sell such assets at unfavourable prices. This risk can be mitigated through the process of security selection and portfolio diversification.

- c. A new Section 4.3 – Liquidity Risk Management is hereby inserted after Section 4.2.3 – Specific risks associated with the Target Fund as follows:

We have established liquidity risk management policy to enable us to identify, monitor and manage the liquidity risk of the Fund in order to meet the redemption requests from the Members as well as to safeguard the interests of the remaining Members. In managing the Fund's liquidity, we will:

- (i) ensure the Fund maintains sufficient liquid assets or Islamic liquid assets to meet redemption requests from Members;
- (ii) regularly review the Fund's investment portfolio including its liquidity profile;
- (iii) monitor the Fund's net flows against redemption requests during normal and adverse market conditions to ensure the Fund has sufficient cash holdings to mitigate any potential risk in not being able to meet the redemption requests from Members; and
- (iv) where applicable, borrow or obtain cash financing on a temporary basis for the purpose of meeting redemption requests for Units and for short-term bridging requirements.

However, if we have exhausted the above avenue, we will, in consultation with the Scheme Trustee and having considered the interests of the Members, resort to suspend the redemption of Units to manage the liquidity of the Fund under exceptional circumstances, where the fair value of a material portion of the Fund's assets cannot be reasonably determined. Any redemption request received by us during the suspension period will only be accepted and processed on the next Business day after the cessation of suspension of the Fund. Please refer to section 8.14 – Suspension of Dealing in Units for further details.

**6. CHAPTER 6: DETAILS OF THE FUNDS**

- a. The information on Asset Allocation in Section 6.4 – Kenanga OnePRS Shariah Equity Fund on page 32 of the Third Replacement Disclosure Document is hereby deleted in its entirety and replaced with the following:
- Minimum 85% of the Fund's NAV will be invested in the Target Fund.
  - Maximum 15% of the Fund's NAV will be placed in short-term Islamic deposits.
- b. The information on Investment Restrictions and Limits in Section 6.5.3 – Target Fund's Information on pages 34 – 35 of the Third Replacement Disclosure Document is hereby deleted in its entirety and replaced with the following:

The investment restrictions and limits of the Target Fund are as follows:

- 1. The value of the Target Fund's investments in Shariah-compliant ordinary shares issued by any single issuer must not exceed 10% of the Target Fund's NAV.
- 2. The value of the Target Fund's investments in Shariah-compliant transferable securities and Islamic money market instruments issued by any single issuer must not exceed 15% of the Target Fund's NAV ("single issuer limit"). In determining the single issuer limit, the value of the Target Fund's investments in instruments in item 8 issued by the same issuer must be included in the calculation.
- 3. The value of the Target Fund's placements in Islamic deposits with any single licensed financial institution must not exceed 50% of the Target Fund's NAV if the Target Fund's NAV is less than RM10 million.

**This First Supplemental Disclosure Document dated 29 September 2023 must be read together with the Third Replacement Disclosure Document Dated 22 January 2021.**



## This is a Private Retirement Scheme

4. If the Target Fund's NAV is RM10 million and above, the value of the Target Fund's placements in Islamic deposits with any single financial institution must not exceed 20% of the Target Fund's NAV. This single licensed financial institution limit does not apply to placements of Islamic deposits arising from:
  - (a) subscription monies received prior to the commencement of investment by the Target Fund;
  - (b) liquidation of investments prior to the termination of the Target Fund, where the placement of Islamic deposits with various licensed financial institutions would not be in the best interests of unit holders of the Target Fund; or
  - (c) monies held for the settlement of redemption or other payment obligations, where the placement of Islamic deposits with various licensed financial institutions would not be in the best interest of unit holders of the Target Fund.
5. The value of the Target Fund's investments in Shariah-compliant transferable securities and Islamic money market instruments issued by any group of companies must not exceed 20% of the Target Fund's NAV ("group limit"). In determining the group limit, the value of the Target Fund's investments in instruments in item 8 issued by the issuers within the same group of companies must be included in the calculation.
6. The Target 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 a single issuer.
7. The Target Fund's investments in sukuk must not exceed 20% of the sukuk issued by any single issuer. This limit may be disregarded at the time of acquisition if at that time of acquisition the gross amount of sukuk in issue cannot be determined.
8. The aggregate value of the Target Fund's investments in unlisted Shariah-compliant securities must not exceed 15% of the Target Fund's NAV, subject to a maximum limit of 10% of the Target Fund's NAV in a single issuer.
9. The aggregate value of the Target Fund's investments in a single issuer through Shariah-compliant transferable securities, Islamic money market instruments and Islamic deposits, must not exceed 25% of the Target Fund's NAV ("single issuer aggregate limit"). In determining the single issuer aggregate limit, the value of the Target Fund's investments in instruments in item 8 issued by the same issuer must be included in the calculation.
10. The Target Fund's investments in Islamic money market instruments must not exceed 10% of the instruments issued by any single issuer. This limit does not apply to Islamic money market instruments that do not have a pre-determined issue size.
11. The value of the Target Fund's investment in units or shares of an Islamic collective investment scheme that comply with the Guidelines on Unit Trust Funds must not exceed 20% of the Target Fund's NAV.
12. The value of the Target Fund's investments in units or shares of an Islamic real estate investment trust that comply with the Guidelines on Unit Trust Funds must not exceed 15% of the Target Fund's NAV.
13. The Target Fund's investments in Islamic collective investment scheme must not exceed 25% of the units or shares in the Islamic collective investment scheme.

The above stated limits and restrictions shall be complied with at all times based on the most up-to-date value of the Target Fund's investments. Where the limit or restriction is breached as a result of any appreciation or depreciation in value of the assets of the Target Fund, redemption of units or payments made from the Target Fund, change in capital of a corporation in which the Target Fund has invested in or downgrade in or cessation of a credit rating, the Manager should, within a reasonable period of not more than three (3) months from the date of the breach, take all necessary steps and actions to rectify the breach.

**This First Supplemental Disclosure Document dated 29 September 2023 must be read together with the Third Replacement Disclosure Document Dated 22 January 2021.**

## This is a Private Retirement Scheme

The three (3) month period may be extended if it is in the best interest of unit holders of the Target Fund and the consent of the trustee of the Target Fund is obtained. Such extension will be subject to at least a monthly review by the trustee of the Target Fund.

There are no restrictions and limits imposed on Shariah-compliant securities or Shariah-compliant instruments issued or guaranteed by the Malaysian government or Bank Negara Malaysia.

- c. A new information in relation to “Redemption Policy of the Target Fund” is hereby inserted on page 35 of the Third Replacement Disclosure Document after “Investment Restrictions and Limits” under Section 6.5.3 – Target Fund’s Information:

The Target Fund does not have any restriction on the frequency of redemption. Unit holders of the Target Fund may request the Manager to repurchase all or a minimum of 500 units of the Target Fund per transaction (a minimum of 500 units to remain in account at any time) at any time by simply completing the repurchase form and returning it to the Manager through its appointed agents or direct to the Manager’s business office. The cut-off time for making a redemption request in respect of units of the Target Fund is 4.00 p.m. on any Business day. Redemption requests received by the Manager before the aforesaid cut-off times will be transacted at the repurchase price of the Target Fund calculated at the next valuation point on which the request was received (i.e. “forward pricing”). The cut-off time will be determined based on the time and date stamp made by the Manager. Where the redemption request is received after the cut-off times as set out above, the request will be deemed to have been received on the next Business day. Payments of redemption proceeds will be made within seven (7) Business days from the date at which a redemption request is deemed received. However, if the redemption request leaves a unit holder of the Target Fund with less than 500 units of the Target Fund (minimum holdings of the Target Fund), the Manager will automatically liquidate the balance of the units held in the unit holder of the Target Fund’s account.

- d. The information in Section 6.5.4 – Target Fund’s performance on page 35 of the Third Replacement Disclosure Document is hereby deleted in its entirety and replaced with the following:

Cumulative Performance (%)

	1 year 31/05/22 - 31/05/23	3 years 31/05/20 - 31/05/23	5 years 31/05/18 - 31/05/23	10 years 31/05/13 - 31/05/23
<b>Target Fund (%)</b>	-4.84	0.57	8.51	24.04
<b>Benchmark (%)</b>	-7.85	-11.80	-12.89	-14.49

Source: Lipper

Data as at 31 May 2023

**Note:**

**Past performance is not an indication of its future performance**

- e. The information in Section 6.8 – Investment Restrictions and Limits on pages 37 – 39 of the Third Replacement Disclosure Document is hereby deleted in its entirety and replaced with the following:

### 6.8.1 Kenanga OnePRS Conservative Fund

The Fund is subject to the following investment restrictions and limits stipulated in the Guidelines:

- (a) The aggregate value of the Fund’s investments in transferable securities that are not traded or dealt in or under the rules of an Eligible Market (i.e., unlisted securities) and units or shares in L&I Funds must not exceed 15% of the Fund’s NAV, subject to a maximum limit of 10% of the Fund’s NAV in a single issuer or a single L&I Fund, as the case may be.

**This First Supplemental Disclosure Document dated 29 September 2023 must be read together with the Third Replacement Disclosure Document Dated 22 January 2021.**

## This is a Private Retirement Scheme

- (b) The value of the Fund's investments in ordinary shares issued by any single issuer must not exceed 10% of the Fund's NAV.
- (c) The value of the Fund's investments in transferable securities and money market instruments issued by any single issuer must not exceed 15% of the Fund's NAV ("single issuer limit"). In determining the single issuer limit, the value of the Fund's investments in instruments in paragraph (a) issued by the same issuer must be included in the calculation. The single issuer limit may be raised to 35% of the Fund's NAV if the issuing entity is, or the issue is guaranteed by, either a foreign government, foreign government agency, foreign central bank or supranational, that has a minimum long-term credit rating of investment grade (including gradation and subcategories) by an international rating agency.
- (d) The value of the Fund's placements in deposits with any single licensed financial institution must not exceed 20% of the Fund's NAV. The single licensed financial institution limit does not apply to placements of deposits arising from:
  - (i) subscription monies received prior to the commencement of investment by the Fund;
  - (ii) liquidation of investments prior to the termination of the Fund, where the placement of deposits with various licensed financial institutions would not be in the best interests of Members; or
  - (iii) monies held for the settlement of redemption or other payment obligations, where the placement of deposits with various licensed financial institutions would not be in the best interest of Members.
- (e) For investments in derivatives:
  - (i) the exposure to the underlying assets must not exceed the investment spread limits stipulated in this section;
  - (ii) the Fund's global exposure from its financial derivative positions must not exceed the Fund's NAV at all times; and
  - (iii) the global exposure of the Fund is calculated using commitment approach.
- (f) The aggregate value of the Fund's investments in, or exposure to, a single issuer through transferable securities, money market instruments, deposits, underlying assets of derivatives and counterparty exposure arising from the use of OTC derivatives must not exceed 25% of the Fund's NAV ("single issuer aggregate limit"). In determining the single issuer aggregate limit, the value of the Fund's investments in instruments in paragraph (a) 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 pursuant to paragraph (c), the single issuer aggregate limit may be raised, subject to the group limit in paragraph (j) not exceeding 35% of the Fund's NAV.
- (g) The value of the Fund's investments in units or shares of any collective investment scheme must not exceed 20% of the Fund's NAV, provided that the collective investment scheme complies with the Guidelines, excluding a collective investment scheme that invests in real estate.
- (h) The value of the Fund's investments in units or shares of a collective investment scheme that invests in real estate pursuant to the Guidelines must not exceed 15% of the Fund's NAV.
- (i) Notwithstanding paragraphs (g) and (h) above, investment in units or shares of one or more collective investment schemes is permitted in the following circumstances:
  - (i) from the launch of the Fund, the value of the Fund's investment in any of the collective investment scheme must not exceed 95% of the Fund's NAV;
  - (ii) upon reaching an NAV of RM200 million, the value of the Fund's investment in any of the collective investment scheme must not exceed 40% of the Fund's NAV; and
  - (iii) that the investment objective of the collective investment scheme is similar to the Fund.

**This First Supplemental Disclosure Document dated 29 September 2023 must be read together with the Third Replacement Disclosure Document Dated 22 January 2021.**

## This is a Private Retirement Scheme

- (j) The value of the Fund's investments in transferable securities and money market instruments issued by any group of companies must not exceed 20% of the Fund's NAV ("group limit"). In determining the group limit, the value of the Fund's investments in instruments in paragraph (a) issued by the issuers within the same group of companies must be included in the calculation.
- (k) The Fund's investments in shares or securities equivalent to shares must not exceed 10% of the shares or securities equivalent to shares, as the case may be, issued by a single issuer.
- (l) The Fund's investments in debt securities must not exceed 20% of the debt securities issued by a single issuer. This limit may be disregarded at the time of acquisition if at that time of acquisition, the gross amount of debt securities in issue cannot be determined.
- (m) The Fund's investments in money market instruments must not exceed 10% of the instruments issued by any single issuer. This limit does not apply to money market instruments that do not have a pre-determined issue size.

In addition to the above, the Fund must comply with the following restrictions imposed by the SC:

- (a) Investments in debt securities/ fixed income instruments must be rated at least BBB3/P2 by RAM (or equivalent rating by MARC). However, debt securities/ fixed income instruments which are rated below BBB3/P2 and/or are unrated, may comprise up to 5% of Kenanga OnePRS Conservative Fund's NAV (the 5% Limit). In the event the 5% Limit is exceeded, whether as a result of:
  - a downgrade of any debt security/ fixed income instrument to below BBB3/P2;
  - an increase in the aggregate value of debt securities/ fixed income instruments which are rated below BBB3/P2 and/or are unrated; or
  - a decrease in the NAV of Kenanga OnePRS Conservative Fund,the PRS Provider must reduce such investments to comply with 5% Limit unless in the opinion of the Scheme Trustee, the disposal of such investments is not in the best interests of Members;
- (b) Use of derivatives is for hedging purposes only;
- (c) No investment in warrants except as a result of Kenanga OnePRS Conservative Fund's holdings in equities; and
- (d) No investment in products with embedded derivatives.

### 6.8.2 Kenanga OnePRS Moderate Fund and Kenanga OnePRS Growth Fund

- (a) The aggregate value of the Fund's investments in transferable securities that are not traded or dealt in or under the rules of an Eligible Market (i.e., unlisted securities) and units or shares in L&I Funds must not exceed 15% of the Fund's NAV, subject to a maximum limit of 10% of the Fund's NAV in a single issuer or a single L&I Fund, as the case may be.
- (b) The value of the Fund's investments in ordinary shares issued by any single issuer must not exceed 10% of the Fund's NAV.
- (c) The value of the Fund's investments in transferable securities and money market instruments issued by any single issuer must not exceed 15% of the Fund's NAV ("single issuer limit"). In determining the single issuer limit, the value of the Fund's investments in instruments in paragraph (a) issued by the same issuer must be included in the calculation. The single issuer limit may be raised to 35% of the Fund's NAV if the issuing entity is, or the issue is guaranteed by, either a foreign government, foreign government agency, foreign central bank or supranational, that has a minimum long-term credit rating of investment grade (including gradation and subcategories) by an international rating agency.

**This First Supplemental Disclosure Document dated 29 September 2023 must be read together with the Third Replacement Disclosure Document Dated 22 January 2021.**

- (d) The value of the Fund's placements in deposits with any single licensed financial institution must not exceed 20% of the Fund's NAV. The single licensed financial institution limit does not apply to placements of deposits arising from:
  - (i) subscription monies received prior to the commencement of investment by the Fund;
  - (ii) liquidation of investments prior to the termination of the Fund, where the placement of deposits with various licensed financial institutions would not be in the best interests of Members; or
  - (iii) monies held for the settlement of redemption or other payment obligations, where the placement of deposits with various licensed financial institutions would not be in the best interest of Members.
- (e) For investments in derivatives:
  - (i) the exposure to the underlying assets must not exceed the investment spread limits stipulated in this section;
  - (ii) the Fund's global exposure from its financial derivative positions must not exceed the Fund's NAV at all times; and
  - (iii) the global exposure of the Fund is calculated using commitment approach.
- (f) The aggregate value of the Fund's investments in, or exposure to, a single issuer through transferable securities, money market instruments, deposits, underlying assets of derivatives and counterparty exposure arising from the use of OTC derivatives must not exceed 25% of the Fund's NAV ("single issuer aggregate limit"). In determining the single issuer aggregate limit, the value of the Fund's investments in instruments in paragraph (a) 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 pursuant to paragraph (c), the single issuer aggregate limit may be raised, subject to the group limit in paragraph (j) not exceeding 35% of the Fund's NAV.
- (g) The value of the Fund's investments in units or shares of any collective investment scheme must not exceed 20% of the Fund's NAV, provided that the collective investment scheme complies with Guidelines, excluding a collective investment scheme that invests in real estate.
- (h) The value of the Fund's investments in units or shares of a collective investment scheme that invests in real estate pursuant to the Guidelines must not exceed 15% of the Fund's NAV.
- (i) Notwithstanding paragraphs (g) and (h) above, investment in units or shares of one or more collective investment schemes is permitted in the following circumstances:
  - (i) from the launch of the Fund, the value of the Fund's investment in any of the collective investment scheme must not exceed 95% of the Fund's NAV;
  - (ii) upon reaching an NAV of RM200 million, the value of the Fund's investment in any of the collective investment scheme must not exceed 40% of the Fund's NAV; and
  - (iii) that the investment objective of the collective investment scheme is similar to the Fund.
- (j) The value of the Fund's investments in transferable securities and money market instruments issued by any group of companies must not exceed 20% of the Fund's NAV ("group limit"). In determining the group limit, the value of the Fund's investments in instruments in paragraph (a) issued by the issuers within the same group of companies must be included in the calculation.
- (k) The Fund's investments in shares or securities equivalent to shares must not exceed 10% of the shares or securities equivalent to shares, as the case may be, issued by a single issuer.

- (l) The Fund's investments in debt securities must not exceed 20% of the debt securities issued by a single issuer. This limit may be disregarded at the time of acquisition if at that time of acquisition, the gross amount of debt securities in issue cannot be determined.
- (m) The Fund's investments in money market instruments must not exceed 10% of the instruments issued by any single issuer. This limit does not apply to money market instruments that do not have a pre-determined issue size.

### **6.8.3 Kenanga OnePRS Shariah Equity Fund**

- (a) The Fund will only invest in a single Islamic collective investment scheme that is authorised by the SC.
- (b) The Fund's property must only consist of units/shares of a single Islamic collective investment scheme;
- (c) The Fund must not invest in:
  - a feeder fund; and
  - any sub-fund of an umbrella fund which is a fund-of-funds or a feeder fund.
- (d) The target fund must comply with the Guidelines, excluding a collective investment scheme that invests in real estate.
- (e) The PRS Provider must ensure that:
  - there is no cross-holding between the Fund and the Target Fund;
  - all initial charges on the Target Fund are waived; and
  - the management fee must only be charged once; either at the Fund or the Target Fund.

**The abovementioned investment limits and restrictions shall be complied with at all times based on the up-to-date value of each Fund, and the value of their investments and instruments, unless the SC grants the exemption or variation. The PRS Provider must notify the SC within seven (7) Business days of any breach of investment limits and restrictions with the steps taken to rectify and prevent such breach from recurring. However, any breach as a result of (a) appreciation or depreciation in value of each Fund's investments; (b) repurchase of Units or payment made out of each Fund; (c) change in capital of a corporation in which each Fund has invested in; or (d) 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-month period may be extended if it is in the best interest of Members and the Scheme Trustee's consent is obtained. Such extension must be subject to at least a monthly review by the Scheme Trustee. Such limits and restrictions, however, do not apply to securities/ instruments that are issued or guaranteed by the Malaysian government or Bank Negara Malaysia.**

- f. The information in Section 6.13 – Shariah Investment Guidelines Adopted by KIBB, Cleansing Process and Zakat (Tithe) on pages 41 – 43 of the Third Disclosure Document is hereby deleted in its entirety and replaced with the following:

#### **Shariah Investment Guidelines**

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

The following matters are adopted by the Shariah Adviser in determining the Shariah status of investments of the Fund. The Target Fund will also comply with the same Shariah Investment Guidelines.

**This First Supplemental Disclosure Document dated 29 September 2023 must be read together with the Third Replacement Disclosure Document Dated 22 January 2021.**

## 1. Shariah-compliant Equities

### 1.1 Local Shariah-compliant Equities

For investment in local listed Shariah-compliant securities, reference is made to the list of Shariah-compliant securities issued by the SACSC on a half yearly basis (i.e. the last Friday of May and November) which is readily available at the SC's website.

However, for local unlisted Shariah-compliant equities, including initial public offering companies which the Shariah status have yet to be determined by the SACSC, the Shariah Adviser adopts the following analysis as a temporary basis in determining its Shariah status until the SACSC releases the Shariah status of the respective companies.

- Quantitative Analysis

The Shariah Adviser adopts a two-tier quantitative approach, which applies the business activity benchmarks and the financial ratio benchmarks, in determining the Shariah status of the securities. Hence, the securities will be classified as Shariah-compliant if their business activities and financial ratios are within these benchmarks.

#### a) Business Activity Benchmarks

The contribution of Shariah non-compliant activities to the group revenue and group profit before taxation of the company will be computed and compared against the relevant business activity benchmarks as follows:

(i) 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;
- Tobacco and tobacco-related activities;
- Interest income from conventional accounts and instruments (including interest income awarded arising from a court judgements or arbitrator);
- Dividends from Shariah non-compliant investments;
- Shariah non-compliant entertainment; and
- Other activities deemed non-compliant according to Shariah principles as determined by the SACSC.

For the above-mentioned business/activities, the contribution of Shariah non-compliant businesses/activities to the group revenue or group profit before taxation of the company must be less than 5%.

(ii) The 20% benchmark is applicable to the following businesses/activities:

- Share trading;
- Stockbroking business;
- Rental received from Shariah non-compliant activities; and
- Other activities deemed non-compliant according to Shariah principles as determined by the SACSC.

For the abovementioned business/activities, the contribution of Shariah non-compliant businesses/activities to the group revenue or group profit before taxation of the company must be less than 20%.

**This First Supplemental Disclosure Document dated 29 September 2023 must be read together with the Third Replacement Disclosure Document Dated 22 January 2021.**

**b) Financial Ratio Benchmarks**

For the financial ratio benchmarks, the Shariah Adviser takes into account the following:

**(i) 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.

**(ii) Debt over total assets**

Debt only includes interest-bearing debt whereas Islamic financing or sukuk is excluded from the calculation.

Each ratio, which is intended to measure *riba* and *riba*-based elements within a company's statements of financial position, must be less than 33%.

Should any of the above benchmarks are exceeded, the Shariah Adviser will not accord Shariah-compliant status for the companies.

- **Qualitative Analysis**

In addition to the above two-tier quantitative criteria, the Shariah Adviser also takes into account the qualitative aspect which involves public perception or image of the company's activities from the perspective of Islamic teaching.

**2. Sukuk**

The Fund's investments in local sukuk will be selected from the list of sukuk approved or authorised by, or lodged with, the SC. The Shariah Adviser will review based on the data available at the websites of the SC and/or Bank Negara Malaysia.

**3. Islamic Deposits and Islamic Money Market Instruments**

The Fund can invest in Islamic deposits and Islamic money market instruments issued by financial institutions that are acceptable as Shariah-compliant or those Islamic deposits and Islamic money market instruments that have been approved by SACBNM.

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

**4. Islamic Collective Investment Schemes**

The Fund can invest in local Islamic collective investment schemes available in the market. The local Islamic collective investment schemes must be approved by the SC.

**5. Any other Shariah-compliant instruments**

For avoidance of doubt, any Shariah-compliant instruments which are not within the approved list above should be informed to the Shariah Adviser for the Shariah Adviser's approval. Where the Shariah Adviser request a change to the Shariah investment guidelines, it shall give the PRS Provider a reasonable period of time to effect such change in the Disclosure Document in accordance with the requirements of any applicable law and regulation.



### Cleansing Process for the Fund

a) Wrong Investment

This refers to Shariah non-compliant investment made by the PRS Provider. The said investment will be disposed of/withdrawn with immediate effect, if possible, or otherwise within one (1) month of knowing the status of the securities. In the event of the investment resulted in gain (through capital gain, dividend and/or profit) received before or after the disposal, 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 PRS Provider.

Note: investment cost may include brokerage cost or other related transaction cost.

b) Reclassification of Shariah Status of the Fund's Investment

This refers to securities which were earlier classified as Shariah-compliant but due to certain factors, such as changes in the company's business operations and financial positions, are subsequently reclassified as Shariah non-compliant.

In this regard, if on the announcement or review date, the market value of the securities exceeds or is equal to the investment cost, the Shariah non-compliant securities must be disposed of. Any dividends received up to the date of the announcement or review and capital gains arising from the disposal of Shariah non-compliant securities on the date of the announcement/review can be kept by the Fund.

However, any dividends received and excess capital gains derived from the disposal of Shariah non-compliant securities after the date of the announcement or review are to be channelled to *baitulmal* and/or any charitable bodies as advised by the Shariah Adviser.

On the other hand, the Fund is allowed to hold its investment in the Shariah non-compliant securities if the market value 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 dividends received and the market value of the Shariah non-compliant securities held are equal to the investment cost. At this stage, the Fund will dispose of its holding in the Shariah non-compliant securities.

### Zakat for the Fund

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

## 7. CHAPTER 7: FEES, CHARGES AND EXPENSES

- a. The information in Section 7.4 – The Expenses of the Fund on page 46 of the Third Replacement Disclosure Document 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 may be charged to the Fund. These would include (but are not limited to) the following:

- commissions or fees paid to brokers or dealers in effecting dealings in the investments of the Fund, shown on the contract notes or confirmation notes;
- (where the custodial function is delegated by the Scheme Trustee) charges and fees paid to sub-custodians taking into custody any foreign assets of the Fund;
- taxes and other duties charged on the Fund by the Malaysian government and/or other authorities;

**This First Supplemental Disclosure Document dated 29 September 2023 must be read together with the Third Replacement Disclosure Document Dated 22 January 2021.**

## This is a Private Retirement Scheme

- auditor's fees and expenses;
  - fees incurred for the valuation of any investment of the Funds;
  - remuneration and out of pocket expenses of the person(s) or members of the committee undertaking the oversight function of the Funds, unless the PRS Provider decides otherwise;
  - costs, fees and expenses incurred in engaging any adviser for the benefit of the Funds;
  - costs for modification of the Deed other than those for the benefit of the PRS Provider or the Scheme Trustee;
  - costs, fees and charges payable to the PPA by the Fund;
  - costs incurred for meetings of Members other than those convened by, or for the benefit of, the PRS Provider or the Scheme Trustee; and
  - any other fees and expenses as may be allowed under the Deed.
- b. The information in Section 7.5 – Soft Commissions and Rebates Policy on page 46 of the Third Replacement Disclosure Document is hereby deleted in its entirety and replaced with the following:

It is the policy of the PRS Provider to credit any rebates received into the account of the Fund.

Goods and services ("soft commissions") provided by any broker or dealer may be retained by the PRS Provider or its delegate if:

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

### 8. CHAPTER 8: TRANSACTION INFORMATION

- a. The information in Section 8.5.2 – Pre-retirement withdrawal on page 50 of the Third Replacement Disclosure Document is hereby deleted in its entirety and replaced with the following:

Assuming that the NAV per Unit of Kenanga OnePRS Growth Fund is RM0.5000 at the end of Business day on which the PRS Provider receives the withdrawal request or authorisation from the PPA, as the case may be. If a Member redeems 2,000 Units from the Member's sub-account B of Kenanga OnePRS Growth Fund at the NAV per Unit of RM0.5000 per Unit, the Member shall receive a redemption amount of RM895.00\* from their sub-account B within seven (7) Business days from the day the PRS Provider receives the withdrawal request or authorisation from the PPA, as the case may be.

*Net redemption proceeds is calculated as follows:	RM
Withdrawal amount (2,000 Units x RM0.5000)	1,000.00
(Less) PPA pre-retirement withdrawal fee	25.00
(Less) Tax penalty (Withdrawal amount x tax penalty = RM1,000 x 8%)	80.00
Net redemption proceeds	<u>895.00</u>

- b. The second paragraph in Section 8.5.3 – Retirement Withdrawal on page 50 of the Third Replacement Disclosure Document is hereby deleted in its entirety and replaced with the following:

Assuming that the NAV per Unit of Kenanga OnePRS Growth Fund is RM0.5000. If a Member redeems 2,000 Units from Kenanga OnePRS Growth Fund account at the NAV per Unit of RM0.5000 per Unit, the Member shall receive a redemption amount of RM1,000.00\* from the

**This First Supplemental Disclosure Document dated 29 September 2023 must be read together with the Third Replacement Disclosure Document Dated 22 January 2021.**

**This is a Private Retirement Scheme**

Member's OnePRS account within seven (7) Business days after the PRS Provider has received and accepted the Member redemption request.

*Proceeds of redemption are calculated as follows:	RM
2,000 Units x RM0.5000	1,000.00
(Less) PPA pre-retirement withdrawal fee	0.00
(Less) Tax penalty	0.00
Net redemption proceeds	<u>1,000.00</u>

- c. The second paragraph in Section 8.6 – Payment of Withdrawal Proceeds on page 51 of the Third Replacement Disclosure Document is hereby deleted in its entirety and replaced with the following:

The PRS Provider must pay the proceeds of the repurchase of Units in accordance with the following:

No.	Circumstances of withdrawal	Period for payment to be made	Recipient of payment
(a)	Upon reaching retirement age	Within 7 Business days after the PRS Provider received a completed withdrawal request from Member	Members
(b)	Pre-retirement withdrawals from sub-account B		
(c)	Permanent departure of Member from Malaysia		
(d)	Due to permanent total disablement, serious disease and mental disability of a Member	Within 7 Business days after the PRS Provider received a completed withdrawal request (either received directly or through a notification from the PPA)	Members
(e)	Death of a Member	Within 7 Business days after the PRS Provider received an authorisation from the PPA	(i) Either a nominee, trustee, executor, or administrator of a deceased Member  (ii) Notwithstanding paragraph (i), the PRS Provider may pay the accrued benefits to the nominee as stipulated in the Guidelines.
(f)	For housing purpose	Within 7 Business days after the PRS Provider received a completed withdrawal request	Members' account or joint housing loan account
(g)	For healthcare purpose	Within 7 Business days after the PRS Provider received a completed withdrawal request	Members

**This First Supplemental Disclosure Document dated 29 September 2023 must be read together with the Third Replacement Disclosure Document Dated 22 January 2021.**

## This is a Private Retirement Scheme

- d. The second paragraph of Section 8.11 – Cooling-Off on page 54 of the Third Replacement Disclosure Document is hereby deleted in its entirety and replaced with the following:

After a Member has requested for a refund within the cooling-off period, the Member will receive the total refund as per their Cooling-off right (please refer to below example) within seven (7) Business days upon receiving PPA's authorisation, subject to the clearance of the Member's cheque by the bank.

The refund to the Member pursuant to the exercise of his cooling-off right must be as follows:

- a) the NAV per Unit at the point of the exercise of the cooling-off right ("market price"), if the NAV per Unit on the day the Units were purchased ("original price") is higher than the market price; or
- b) the original price, if the market price is higher than the original price.

If the market price is higher than the original price paid by the Member, the PRS Provider may agree to pay the Member the excess amount, provided that such amount is not paid out of the Funds or the assets of the Funds.

The PRS Provider must also refund the sales charge originally imposed on the day the Units were purchased.

Please note that the Cooling-off right is not applicable to the following types of Member:

- Staff of the PRS Provider; or
- A person registered with a body approved by the SC to deal in private retirement schemes.

- e. A new Section 8.14 – Suspension of Dealings in Units is hereby inserted after Section 8.13 – Policy on Distribution and Unclaimed Monies as follows:

The PRS Provider may, in consultation with the Scheme Trustee and having considered the interests of the Members, suspend the dealing in Units due to exceptional circumstances, where there is good and sufficient reason to do so (e.g. where the market value or fair value of a material portion of a Fund's assets cannot be determined).

The PRS Provider will cease the suspension as soon as practicable after the aforesaid circumstances has ceased, and in any event within 21 days of commencement of suspension. The period of suspension may be extended if the PRS Provider satisfies the Scheme Trustee that it is in the best interest of Members for the dealing in Units to remain suspended. Such suspension will be subject to weekly review by the Scheme Trustee.

Any repurchase request received by the PRS Provider during the suspension period will only be accepted and processed on the next Business day after the cessation of suspension of the Fund. In such cases, Members will be compelled to remain invested in the Fund for a longer period of time than the stipulated repurchase timeline. Hence, their investments will continue to be subjected to the risk factors inherent to the Fund.

Where such suspension is triggered, the PRS Provider will inform all Members in a timely and appropriate manner of its decision to suspend the dealing in Units.

### 9. CHAPTER 9: THE PRS PROVIDER: KENANGA INVESTORS BERHAD ("KIB")

- a. The information in Section 9.2 - Board of Directors on page 56 of the Third Replacement Disclosure Document is hereby deleted in its entirety and replaced with the following:

Names	Designation
Choy Khai Choon, Steven	Chairman/Non-Independent Non-Executive Director
Imran Devindran Bin Abdullah	Independent Non-Executive Director

**This First Supplemental Disclosure Document dated 29 September 2023 must be read together with the Third Replacement Disclosure Document Dated 22 January 2021.**

Names	Designation
Norazian Binti Ahmad Tajuddin	Independent Non-Executive Director
Luk Wai Hong, William	Non-Independent Non-Executive Director
Datuk Wira Ismitz Matthew De Alwis	Executive Director/Chief Executive Officer

\* Choy Khai Choon was appointed as the Chairman and Non-Independent Non-Executive Director of Kenanga Investors Berhad (“KIB”) on 1 April 2023.

- b. The information in Section 9.5 - Investment Committee on page 56 of the Third Replacement Disclosure Document is hereby deleted in its entirety.
- c. The third paragraph of Section 9.6 - Audit and Risk Committee on pages 57 – 58 of the Third Replacement Disclosure Document is hereby deleted in its entirety and replaced with the following:

The audit and risk committee comprises of the following members:

**Imran Devindran bin Abdullah (Chairman/Independent Member)**

**Imran Devindran Abdullah (“Imran Devindran”)** was appointed to the Board of Directors of KIB as an Independent Non-Executive Director (“INED”) on 1 June 2015. He is also the Chairman of its Audit & Risk Committee and a member of its committee undertaking the oversight function of the Funds.

He is also currently an INED of I-VCAP Management Sdn Bhd, a wholly-owned subsidiary of KIB.

He is currently a Senior Associate of BH Lawrence & Co, Advocates and Solicitors in Damansara, Petaling Jaya. He has accumulated over thirty (30) years of experience in civil litigation, with a portfolio that includes expertise in insurance, civil litigation and banking from his tenure as a legal assistant with some of the most established firms in Kuala Lumpur.

Imran Devindran holds an Honours Bachelor of Law (1988) from the University of Buckingham, England and a Certificate of Legal Practice from the University of Malaya. He acquired his formative education in Malaysia, before progressing with his secondary schooling in Singapore and acquiring his A-Levels at Raffles Junior College, Singapore. He was admitted to the Malaysian Bar as an advocate and solicitor in August 1990 after successfully completing his chambering with Messrs. Rashid & Lee in Kuala Lumpur.

Imran Devindran has represented major corporations such as Pan Global Insurance Berhad, Royal Insurance (M) Berhad, Malayan British Assurance, United Oriental Assurance Berhad (now known as Tune Insurance Berhad), Nusantara Worldwide Insurance (M) Sdn Bhd, Progressive Insurance Sdn Bhd and People's Insurance Sdn Bhd in settlement negotiation, claims consultancy and developing strategies for litigation. Imran Devindran was also active in the North Johor Affairs Committee, from 2003 until 2008. In that capacity, he brought his superb communication skills and vigilant analytical approach to execute his responsibilities mediating and resolving complaints received by the Johor Bar, overseeing the welfare of lawyers and nurturing closer relations between the lawyers and the North Johor judiciary by organizing social interaction activities.

**Norazian Ahmad Tajuddin (Independent Member)**

**Norazian Ahmad Tajuddin (“Norazian”)** was appointed to the Board of Directors of KIB as an INED on 1 March 2019. She was appointed as the Chairman of the Board of KIB until 31 March 2023. She is also a member of KIB’s Audit and Risk Committee and the committee undertaking the oversight function of the Funds.

**This First Supplemental Disclosure Document dated 29 September 2023 must be read together with the Third Replacement Disclosure Document Dated 22 January 2021.**

## **This is a Private Retirement Scheme**

Norazian is currently an INED of KIBB, the holding company of KIB and is currently the Chairman of its Group Board Risk Committee, and, a member of its Group Governance, Nomination & Compensation Committee, Audit Committee as well as Employees' Share Scheme Committee.

Additionally, she is also an INED of Kenanga Islamic Investors Berhad and I-VCAP Management Sdn Bhd, both wholly-owned subsidiaries of KIB.

Norazian holds a Bachelor of Science (Honours) in Mathematics from the University of Leeds, United Kingdom and a Master of Business Administration (Finance) from the Edith Cowan University, Australia.

She has more than twenty-five (25) years of experience in banking, with the last fifteen (15) years being in senior management, covering areas such as Treasury operations, business and banking operations, risk management and support services. She has strong and varied experience in dealing with foreign exchange, international banking, investments, sales, customer and corporate relations, information technology, as well as asset and liability management.

She began her career at the Treasury Department in Bank Bumiputra (M) Berhad as a Senior Dealer before moving on to hold various senior positions at EON Bank Group, KAF Discount Berhad and Daimler Chrysler (M) Sdn Bhd.

Subsequently, she joined Bank Simpanan Nasional Berhad ("BSN") in 2005 as Director in the Chief Executive Officer's Office and was promoted to Deputy CEO ("DCEO") during BSN's re-organisation and continued to serve as its DCEO until she retired in 2010. During her tenure in BSN, she played a leading role in the transformation of BSN into a sustainable and profitable development bank.

From June 2008 to March 2010, she served as a Non-Independent Non-Executive Director of Prudential BSN Takaful Berhad and was appointed as a member of its Risk Management Committee and Nomination & Remuneration Committee.

On 1 August 2018, Norazian was appointed as the Chairman of Pacific & Orient Insurance Co. Berhad ("POI"), which is a subsidiary of Pacific & Orient Berhad, a company listed on the Main Market of Bursa Malaysia Securities Berhad. She served as an INED of POI since her appointment on 1 April 2015 until 29 April 2022. At POI, she also served as a member of its Nomination Committee, Remuneration Committee, as well as its Audit Committee and Risk Management Committee.

### **Luk Wai Hong, William (Non-Independent Member)**

Luk Wai Hong, William ("Luk") was appointed to the Board of Directors ("Board") of KIB as an INED on 12 April 2021 and subsequently was re-designated as a Non-Independent Non-Executive Director ("NINED") on 1 November 2022. He is also the Chairman of KIB's committee undertaking the oversight function of the Funds and a member of its Audit & Risk Committee.

He is currently a NINED of KIBB, the holding company of KIB and a member of its Group Board Risk Committee and Group Board Digital Innovation & Technology Committee.

Luk is also the Chairman and NINED of I-VCAP Management Sdn Bhd, a wholly-owned subsidiary of KIB.

He holds a Bachelor of Arts (Honours) from Concordia University, Montreal, Canada, a Masters of Urban Planning from the University of Michigan, United States of America ("USA") and an Executive Fellowship awarded by the State of Washington, USA.

Luk is currently the Director of Investment of Cotton Tree Capital Ltd, of which he is the co-owner, with offices in Hong Kong and Singapore. He has more than twenty (20) years of experience in various capacities in the financial services industry, out of which eleven (11) years were spent in Deutsche Bank AG, Hong Kong and Singapore.

**This First Supplemental Disclosure Document dated 29 September 2023 must be read together with the Third Replacement Disclosure Document Dated 22 January 2021.**

He began his career in 1989 as an Executive Fellow and Transportation Finance Specialist in the Office of Financial Management in the State of Washington. He later joined Lehman Brothers, Hong Kong as a Fixed Income and Credit Trader in 1993. After three (3) years, he joined HSBC Markets, Hong Kong for a year, before joining Deutsche Bank AG in 1997 as a Senior Associate Director and Senior Credit and Derivatives Trader. He then became Deutsche Bank AG's Director and Head of Structured Credit Trading and Principal Finance Asia, a post he held until 2004.

In 2004 and 2008, Luk was appointed as Deutsche Bank AG's Managing Director and Co-Head of Global Credit Trading and Principal Finance Asia, as well as Managing Director and Co-Head of Saba Proprietary Trading Group Asia, respectively. In 2008, he joined Pacific Advantage Capital, Hong Kong and Singapore, as its Principal and Portfolio Manager focusing on credits and special situations, before taking up the position of Director of Investment of Cotton Tree Capital Ltd in 2011.

## **10. CHAPTER 10: SCHEME TRUSTEE**

- a. The information in Section 10.1 – Profile of Maybank Trustees Berhad on page 60 of the Third Replacement Disclosure Document is hereby deleted in its entirety and replaced with the following:

Maybank Trustees Berhad is the trustee of the Funds with its registered office at 8th Floor, Menara Maybank, 100 Jalan Tun Perak, 50050 Kuala Lumpur. Maybank Trustees Berhad ("MTB") was incorporated on 12 April 1963 and registered as a Trust Company under the Trust Companies Act, 1949 on 11 November 1963. It was one of the first local trust companies to provide trustee services with the objective of meeting the financial needs of both individual and corporate clients.

- b. The information in Section 10.2 – Summary of Maybank Trustees Berhad's Financial Position on page 60 of the Third Replacement Disclosure Document is hereby deleted in its entirety and replaced with the following:

	<b>31 December 2020 (RM)</b>	<b>31 December 2021 (RM)</b>	<b>31 December 2022 (RM)</b>
Paid-up Capital	500,000	500,000	500,000
Shareholders' Funds	51,860,687	61,228,225	65,013,066
Turnover	19,675,829	22,419,817	16,004,084
Profit Before Taxation	8,260,107	12,397,001	5,098,671
Profit After Taxation	7,825,866	9,367,538	3,784,841

- c. The information in Section 10.3 – Experience in Trustee Business on page 60 of the Third Replacement Disclosure Document is hereby deleted in its entirety and replaced with the following:

Maybank Trustees Berhad has acquired experience in the administration of unit trust funds/schemes since 1991. As of 15 March 2023, Maybank Trustees Berhad have 99 funds under their trusteeship.

- d. The information in Section 10.4 – Board of Directors on page 60 of the Third Replacement Disclosure Document is hereby deleted in its entirety and replaced with the following:

Directors: Mr Cheng Kee Check (Non Independent Non-Executive Director/ Chairman)  
Ms Surindar Kaur (Independent Non-Executive Director)  
Dato' John Chong Eng Chuan (Non Independent Non-Executive Director)  
Ms Shirley Goh (Independent Non-Executive Director)

Chief Executive Officer: Puan Nor Fazlina Binti Mohd Ghouse

**This First Supplemental Disclosure Document dated 29 September 2023 must be read together with the Third Replacement Disclosure Document Dated 22 January 2021.**

## This is a Private Retirement Scheme

- e. The information in Section 10.5 – Duties and Responsibilities of the Trustee on page 60 of the Third Replacement Disclosure Document is hereby deleted in its entirety and replaced with the following:

The Scheme Trustee's role is mainly to act as custodian of the Funds and to exercise all due diligence and vigilance in carrying out its functions and duties and to safeguard the rights and interests of the Members. Apart from being the legal owner of the Funds' assets, the Scheme Trustee is responsible for ensuring that the PRS Provider performs its obligations in accordance with the provisions of the Deed and the relevant laws.

- f. The information in Section 10.7 – Material Litigation and Arbitration on page 61 of the Third Replacement Disclosure Document is hereby deleted in its entirety and replaced with the following:

As at 30 April 2023, the Scheme Trustee is not engaged in any material litigation as plaintiff or defendant and the Scheme Trustee is not aware of any proceedings, pending or threatened or of any facts likely to give rise to any proceedings which might materially and adversely affect its financial position or business.

- g. A New Section 10.8 – Delegates of the Scheme Trustee is hereby inserted after Section 10.7 – Material Litigation and Arbitration as follows:

MTB has delegated its custodian function to Malayan Banking Berhad. The custodian function is run under Maybank Securities Services ("MSS"), a unit within Malayan Banking Berhad. Maybank Securities Services provides a comprehensive end to end clearing and custody services for global and domestic equities and fixed income securities. MSS provides a complete suite of corporate outsourcing solutions with a proven track record in servicing international institutional clients: Sub Custodian for major Foreign Banks and Global Custodians. MSS also provides global custody services in more than 100 different markets via a special arrangement with their reputable partners.

The roles and duties of the Scheme Trustee's delegate, MSS, are as follows:

- Safekeep, reconcile and maintain assets holdings records of Funds against Scheme Trustee's instructions;
- Act as settlement agent for shares and monies to counterparties against Scheme Trustee's instructions;
- Act as agents for money market placement where applicable against Scheme Trustee's instructions;
- Disseminate listed companies' announcements to and follow through for corporate actions instructions from Scheme Trustee;
- Compile, prepare and submit holdings report to Scheme Trustee and beneficial owners where relevant; and
- Other ad-hoc payments for work done for the Funds against Scheme Trustee's instructions, etc.

The custodian acts only in accordance with instructions from the Scheme Trustee.

### 11. CHAPTER 11: SHARIAH ADVISER: KENANGA INVESTMENT BANK BERHAD ("KIBB")

- a. The information in Section 11.4 - Profile of KIBB Shariah Committee on page 63 of the Third Replacement Disclosure Document is hereby deleted in its entirety and replaced with the following:

#### **Dr. Ghazali Jaapar**

Dr. Ghazali Jaapar is the Chairman of Shariah Committee of Kenanga Investment Bank Berhad. He is currently an Assistant Professor at the Department of Islamic Law, Ahmad Ibrahim Kulliyah of Laws of International Islamic University Malaysia (IIUM).

**This First Supplemental Disclosure Document dated 29 September 2023 must be read together with the Third Replacement Disclosure Document Dated 22 January 2021.**



He holds a Bachelor of Shariah from University of Malaya, Master in Comparative Law (MCL) from International Islamic University Malaysia (IIUM) and PhD in Islamic Jurisprudence from University of Birmingham United Kingdom. He is also the Shariah Committee of EXIM Bank, Sun Life Malaysia Takaful Berhad and Shariah Adviser of Skills Development Fund Corporation.

**Dr. Mohammad Firdaus Mohammad Hatta**

Dr. Mohammad Firdaus Mohammad Hatta is the Shariah Committee of Kenanga Investment Bank Berhad. He is a Senior Lecturer of Arshad Ayub Graduate Business School, Universiti Teknologi Mara (UiTM) Shah Alam, Selangor. He received his first degree in Shariah Islamiyyah from University of Medina, Saudi Arabia. He then successfully completed his Masters in Fiqh and Usul Fiqh from the International Islamic University of Malaysia (IIUM) and obtained his PhD in Islamic Banking from University of Wales, Lampeter, United Kingdom. He also received a Diploma in Islamic Finance from Markfield Institute of Higher Education, United Kingdom. He is also the Shariah Committee of Great Eastern Takaful Berhad.

**Dr. Fadillah Mansor**

Dr. Fadillah Mansor is the Shariah Committee of Kenanga Investment Bank Berhad. She is currently a Head of Department of Shariah and Management, University of Malaya. She holds a Bachelor of Shariah (Honours) specialized in economics and a Master of Business Administration (MBA) in finance from University of Malaya, Kuala Lumpur. She obtained her PhD in Islamic finance from the La Trobe University, Australia. Her areas of research include Islamic banking and finance, Islamic investment and capital market, takaful and also Islamic management. She is also the panel assessor of the Malaysian Qualifications Agency (MQA) that responsible for programme accreditation in the areas as mentioned above.

**12. CHAPTER 12: SALIENT TERMS OF THE DEED**

- a. The information of Section 12.5 - Permitted Expenses Payable by the Funds on pages 65 - 66 of the Third Replacement Disclosure Document 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 may be charged to the Fund. These would include (but are not limited to) to the following:

- commissions or fees paid to brokers or dealers in effecting dealings in the investments of the Fund, shown on the contract notes or confirmation notes;
- taxes and other duties charged on the Fund by the government and/or other authorities;
- fees and expenses properly incurred by the auditor;
- fees incurred for the valuation of any investment of the Funds;
- costs, fees and expenses incurred for any modification of the Deed save where such modification is for the benefit of the PRS Provider and/or the Scheme Trustee;
- costs, fees and expenses incurred for any meeting of the Members save where such meeting is convened for the benefit of the PRS Provider and/or the Scheme Trustee;
- costs, commissions, fees and expenses of the sale, purchase, insurance/takaful and any other dealing of any asset of the Fund;
- costs, fees and expenses incurred in engaging any specialist approved by the Scheme Trustee for investigating or evaluating any proposed investment of the Fund;
- costs, fees and expenses incurred in engaging any adviser for the benefit of the Funds;
- costs, fees and expenses incurred in the preparation and audit of the taxation, returns and accounts of the Fund;
- costs, fees and expenses in the winding-up of the Fund(s) or the removal or retirement of the Scheme Trustee or the replacement of the PRS Provider and the appointment of a new trustee or private retirement scheme provider;

**This First Supplemental Disclosure Document dated 29 September 2023 must be read together with the Third Replacement Disclosure Document Dated 22 January 2021.**

## **This is a Private Retirement Scheme**

- costs, fees and expenses incurred in relation to any arbitration or other proceedings concerning the Fund or any asset of the Fund (save to the extent that legal costs incurred for the defence of either of them are not ordered by the court to be reimbursed by the Fund);
  - remuneration and out of pocket expenses of the person(s) or members of the committee undertaking the oversight function of the Funds, unless the PRS Provider decides otherwise;
  - costs, fees and expenses deemed by the PRS Provider to have been incurred in connection with any change or the need to comply with any change or introduction of any law, regulation or requirement (whether or not having the force of law) of any governmental or regulation authority;
  - (where the custodial is delegated by the Scheme Trustee) charges and fees paid to sub-custodians taking into custody any foreign assets of the Fund; and
  - costs, fees and charges payable to the PPA by the Fund.
- b. The following new paragraph is inserted after the third paragraph of Section 12.8 - Termination of the Scheme and Winding-Up of Fund on page 67 of the Third Replacement Disclosure Document:

The PRS Provider may also, in consultation with the Scheme Trustee and without having to obtain the prior approval of the Members, terminate and wind-up the Non-Core Fund 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 PRS Provider, it is impracticable or in advisable to continue the Non-Core Fund and the termination of the Non-Core Fund is in the best interests of the Members.
- c. The third paragraph of Section 12.9 - Member's Meeting on page 67 of the Third Replacement Disclosure Document is hereby deleted in its entirety and replaced with the following:

The quorum required for a meeting of the Members of the Scheme or a Fund, as the case may be, shall be five (5) Members, whether present in person or by proxy; however, if the Scheme or a Fund, as the case may be, has five (5) or less Members, the quorum required for a meeting of the Members of the Scheme or a Fund, as the case may be, shall be two (2) Members, whether present in person or by proxy. If the meeting has been convened for the purpose of voting on a Special Resolution, the Members present in person or by proxy must hold in aggregate at least twenty-five per centum (25%) of the Units in circulation of the Scheme or a Fund, as the case may be, at the time of the meeting. If the Scheme or a Fund has only one (1) remaining Member, such Member, whether present in person or by proxy, shall constitute the quorum required for the meeting of the Members of the Scheme or a Fund, as the case may be.

### **13. CHAPTER 13: RELATED-PARTY TRANSACTIONS AND CONFLICT OF INTEREST**

The information in Section 13.3 – Details of the PRS Provider's Directors' and Substantial Shareholders' Direct and Indirect Interest in Other Corporations Carrying on a Similar Business on page 70 of the Third Replacement Disclosure Document is hereby deleted in its entirety.

### **14. CHAPTER 14: TAXATION ADVISER'S LETTER**

The TAXATION ADVISER'S LETTER on pages 71 to 73 of the Third Replacement Disclosure Document is hereby deleted in its entirety and replaced with the following:

Taxation adviser's letter in respect of the tax treatment  
of the funds under a private retirement scheme, contributors and contributors' employers  
(prepared for inclusion in this First Supplemental Disclosure Document)

**This First Supplemental Disclosure Document dated 29 September 2023 must be read together with the Third Replacement Disclosure Document Dated 22 January 2021.**

Ernst & Young Tax Consultants Sdn Bhd  
Level 23A Menara Milenium  
Jalan Damanlela  
Pusat Bandar Damansara  
50490 Kuala Lumpur

29 August 2023

The Board of Directors  
Kenanga Investors Berhad  
Level 14, Kenanga Tower  
237, Jalan Tun Razak  
50400 Kuala Lumpur

Dear Sirs

**OnePRS Scheme**

**Tax treatment of the funds under a private retirement scheme (“PRS”), contributors and contributors’ employers**

This letter has been prepared for inclusion in this First Supplemental Disclosure Document in connection with the offer of units in the funds under OnePRS Scheme (hereinafter referred to as “the Scheme”). The funds under the Scheme comprise of funds known as Kenanga OnePRS Conservative Fund, Kenanga OnePRS Moderate Fund, Kenanga OnePRS Growth Fund and Kenanga OnePRS Shariah Equity Fund (hereinafter referred to as “the Funds”) which are structured as PRS funds.

The Funds are offered under the PRS approved by the Securities Commission in accordance with the Capital Markets and Services Act 2007.

The purpose of this letter is to provide an overview of the Malaysian taxation treatment of the Funds under the Scheme, contributors to the Scheme and their employers.

**Taxation of the Funds**

The Funds are subject to the provisions of the Malaysian Income Tax Act 1967 (“MITA”).

Paragraph 20, Schedule 6 of the MITA exempts income of any “approved scheme” from tax. An “approved scheme”<sup>1</sup> is defined under Section 2 of the MITA to include a Private Retirement Scheme. Section 2 of the MITA defines “Private Retirement Scheme” to mean a retirement scheme approved by the Securities Commission in accordance with the Capital Markets and Services Act 2007”.

The Malaysian Inland Revenue Board (“MIRB”) has clarified in its Public Ruling No.9/2021, Private Retirement Scheme issued on 29 December 2021 that income received by a PRS fund is exempt from tax under Paragraph 20, Schedule 6 of the MITA.

Note however that gains derived by the Funds from the disposal of chargeable assets as defined in the Real Property Gains Tax Act 1976 (“RPGT Act”) may be subject to real property gains tax under the RPGT Act.

**Implementation of Sales and Service Tax (“SST”)**

Sales and Service Tax (“SST”) was re-introduced effective 1 September 2018. Sales Tax of 10% (most common rate) or 5% is charged by Malaysian manufacturers of taxable goods or upon importation into Malaysia of such taxable goods, unless specifically exempted under the Sales Tax (Goods Exempted From Tax) Order 2018. Service Tax at the rate of 6% is charged on certain prescribed taxable services performed by taxable persons as stipulated under Service Tax Regulations 2018. The input tax recovery mechanism under the previous GST regime does not

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<sup>1</sup> Pursuant to Section 2 of the MITA, “approved scheme” is defined to include the Employees Provident Fund, private retirement scheme or any pension or provident fund, scheme or society approved by the Director General under Section 150 of the MITA.

**This First Supplemental Disclosure Document dated 29 September 2023 must be read together with the Third Replacement Disclosure Document Dated 22 January 2021.**

apply to SST. Therefore, any SST incurred is not recoverable and will form a cost element for businesses.

Based on the Service Tax Regulations 2018, a unit trust fund is neither regarded as a taxable person nor as providing taxable services and is therefore not liable for SST registration. Where the fund incurs expenses such as management fees, the management services provided by asset and fund managers who are licensed or registered with Securities Commission Malaysia for carrying out the regulated activity of fund management under the Capital Markets and Services Act 2007, are specifically excluded from the scope of Service Tax. As for other fees, such as trustee fees and other administrative charges, these may be subject to 6% service tax provided they fall within the scope of service tax (i.e. are provided by a “taxable person”, who exceeds the required annual threshold (in most cases RM 500,000 per annum) and the services qualify as “taxable services”).

**Taxation of contributors**

**1. Distribution of profits**

Distribution of profits to the contributors of the PRS funds in the form of units is exempt from income tax in their hands.

**2. Tax relief on contributions**

Pursuant to Section 49(1D) of the MITA, individual contributors who are Malaysian tax residents and have made contributions to a PRS fund or paid premium for deferred annuity<sup>2</sup> in a basis period for a year of assessment are allowed to claim a tax relief of the aggregate amount of the deferred annuity payments or PRS contributions or both or RM3,000, whichever is less, for that year of assessment. This tax relief is applicable effective from the year of assessment 2012 until year of assessment 2025.

**3. Withdrawal of contributions**

Pursuant to Section 109G of the MITA, withdrawal of contributions from the Scheme by an individual contributor before reaching the age of 55 (other than by reason of permanent total disablement, serious disease, mental disability, death or permanently leaving Malaysia, healthcare or housing<sup>3</sup> for which such withdrawal shall be in compliance with the criteria as set out in the relevant guidelines of the Securities Commission), would result in a withholding tax of 8% on the amount of contributions withdrawn, which would be deducted before payment is made to the individual contributor. The withholding tax deducted by the PRS provider is to be remitted to the Director General of the Inland Revenue Board within one month after making the payment to the individual contributor. Where the PRS provider fails to remit the withholding tax by the due date, a 10% penalty on the unpaid amount will be imposed on the PRS provider and the increased sum shall be a debt due from the PRS provider to the Government.

**Deductibility of contributions by employers**

Pursuant to Section 34(4) of the MITA, employers are eligible to claim a tax deduction of up to a total of 19% of an employee’s remuneration in respect of contributions made by employers to approved schemes (including contributions to Employees Provident Fund, PRS or any provident fund, scheme or society approved by the Director General under Section 150 of the MITA) in respect of that employee.

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<sup>2</sup> The words “premium for deferred annuity” were replaced with the words “any deferred annuity” in Section 49(1D) of the MITA with effect from the year of assessment 2014.

<sup>3</sup> The words “healthcare or housing” were included in force from 1 January 2020.

**This First Supplemental Disclosure Document dated 29 September 2023 must be read together with the Third Replacement Disclosure Document Dated 22 January 2021.**

We hereby confirm that, as at the date of this letter, the statements made in this letter correctly reflect our understanding of the tax position under current Malaysian tax legislation and the related interpretation and practice thereof, all of which are subject to change, possibly on a retrospective basis. We have not been retained (unless specifically instructed hereafter), nor are we obligated to monitor or update the statements for future conditions that may affect these statements.

The statements made in this letter are not intended to be a complete analysis of the tax consequences relating to contributors of the Scheme. As the particular circumstances of each contributor may differ, we recommend that contributors of the Scheme obtain independent advice on the tax issues associated with the Scheme.

Yours faithfully  
**Ernst & Young Tax Consultants Sdn Bhd**

Koh Leh Kien  
Partner

Ernst & Young Tax Consultants Sdn Bhd has given its consent to the inclusion of the Taxation Adviser's Letter in the form and context in which it appears in this First Supplemental Disclosure Document and has not withdrawn such consent before the date of issue of this First Supplemental Disclosure Document.

#### **15. CHAPTER 16: DIRECTORY OF PRS PROVIDER'S REGIONAL OFFICES**

- a. The information in relation to the regional office in Petaling Jaya on page 77 of the Third Replacement Disclosure Document is hereby deleted in its entirety and replaced with the following:

**Damansara Uptown**  
44B, Jalan SS21/35,  
Damansara Utama,  
47400 Petaling Jaya, Selangor  
Tel: 03-7710 8828  
Fax: 03-7710 8830

- b. The information in relation to the regional office in Ipoh on page 77 of the Third Replacement Disclosure Document is hereby deleted in its entirety and replaced with the following:

**Ipoh**  
No. 1, Jalan Leong Sin Nam  
30300 Ipoh, Perak  
Tel: 05-2547570 / 05-2547573  
Fax: 05-2547606

- c. The following information is hereby inserted after the information on the regional office in Kota Kinabalu on page 77 of the Third Replacement Disclosure Document:

**Kota Damansara**  
C26-1, Dataran Sunway,  
Jalan PJU 5/17, Kota Damansara,  
47810 Petaling Jaya, Selangor  
Tel: 03-6150 3612  
Fax: 03-6150 3906

**This First Supplemental Disclosure Document dated 29 September 2023 must be read together with the Third Replacement Disclosure Document Dated 22 January 2021.**

**Kluang**

No. 1, Aras 1, Jalan Haji Manan,  
Pusat Perniagaan Komersial Haji Manan,  
86000 Kluang, Johor  
Tel: 07-710 2700  
Fax: 07-710 2150

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