

**DATE OF ISSUANCE:
1 APRIL 2023**



197901003200 (47457-V)
*A company incorporated with limited liability in Malaysia
under the Laws of Malaysia, and wholly-owned by*

PERMODALAN NASIONAL BERHAD
197801001190 (38218-X)

TRUSTEE
AMANAHRAYA TRUSTEES BERHAD
200701008892 (766894-T)

SECOND SUPPLEMENTARY PROSPECTUS

This Second Supplementary Prospectus is dated 1 April 2023 and must be read together with the Principal Prospectus dated 16 September 2020 and the First Supplementary Prospectus dated 20 October 2021.

Fund and Date Constituted:

ASN IMBANG (MIXED ASSET BALANCED) 3 GLOBAL 29 July 2020
("ASN IMBANG 3 GLOBAL")

INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THIS SECOND SUPPLEMENTARY PROSPECTUS DATED 1 APRIL 2023 OF ASN IMBANG 3 GLOBAL WHICH IS TO BE READ TOGETHER WITH THE PRINCIPAL PROSPECTUS DATED 16 SEPTEMBER 2020 OF ASN IMBANG 3 GLOBAL AND THE FIRST SUPPLEMENTARY PROSPECTUS DATED 20 OCTOBER 2021 OF ASN IMBANG 3 GLOBAL.

IF IN DOUBT, PLEASE CONSULT A PROFESSIONAL ADVISER. FOR INFORMATION CONCERNING CERTAIN RISK FACTORS WHICH SHOULD BE CONSIDERED BY PROSPECTIVE INVESTORS, SEE THE RISK FACTORS WHICH SHOULD BE CONSIDERED BY PROSPECTIVE INVESTORS, SEE "RISK FACTORS" COMMENCING ON SECTION 3.3 OF THE PROSPECTUS OF ASN IMBANG 3 GLOBAL.

The Fund may declare distribution out of capital and the capital of the Fund may be eroded. The distribution is achieved by forgoing the potential for future capital growth and this cycle may continue until all capital is depleted.

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RESPONSIBILITY STATEMENTS

This Second Supplementary Prospectus has been reviewed and approved by the directors of Amanah Saham Nasional 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 Second Supplementary Prospectus false or misleading.

STATEMENTS OF DISCLAIMER

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

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

The Securities Commission Malaysia is not liable for any non-disclosure on the part of Amanah Saham Nasional Berhad responsible for the said Fund and takes no responsibility for the contents in this Second Supplementary Prospectus. The Securities Commission Malaysia makes no representation on the accuracy or completeness of this Second Supplementary Prospectus, and expressly disclaims any liability whatsoever arising from, or in reliance upon, the whole or any part of its contents.

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

Additional Statement

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

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Unless otherwise provided in this Second Supplementary Prospectus, all the capitalised terms used herein shall have the same meanings ascribed to them in the Prospectuses.

1. Amendments to Section 1 under “GLOSSARY OF TERMS / ABBREVIATIONS”

Section 1 on pages 1 – 3 of the Principal Prospectus and page 3 of the First Supplementary Prospectus under “GLOSSARY OF TERMS / ABBREVIATIONS” is amended as follows:

- i. Amendment of the definitions of “Cooling-Off Right”, “Eligible Market” and “MSCI ACWI” to read as follows:

Cooling-off Right	<ul style="list-style-type: none"> ▪ The right of a Unit Holder who is investing in any Variable Price Fund managed by ASNB for the first time, to obtain a refund of his investment if he so requests within the Cooling-off Period. ▪ The Cooling-off Right, however, does not extend to a corporation or institution, the staff of ASNB or persons registered with the body approved by the SC to deal in unit trust funds. ▪ The amount must be refunded within seven (7) Business Days of receipt of the cooling-off application by ASNB.
Eligible Market	<ul style="list-style-type: none"> ▪ An exchange, government securities market, or an over-the-counter (OTC) market: <ul style="list-style-type: none"> (a) that is regulated by a regulatory authority of that jurisdiction; (b) that is open to the public or to a substantial number of market participants; and (c) on which financial instruments are regularly traded.
MSCI ACWI Islamic	<ul style="list-style-type: none"> ▪ MSCI All Country World Index (ACWI) Islamic Index.

- ii. Deletion of the definitions of “Investment Manager” and “Non-complex Fund” in its entirety.
- iii. Insertion of new definitions of “BNM”, “Distribution Channel” and “Second Supplementary Prospectus” to read as follows:

BNM	<ul style="list-style-type: none"> ▪ Bank Negara Malaysia.
Distribution Channel	<ul style="list-style-type: none"> ▪ An institution, corporation or an organization that is appointed by ASNB for the purpose of marketing and distributing the Fund in Malaysia and outside Malaysia as allowed by the applicable laws.
Second Supplementary Prospectus	<ul style="list-style-type: none"> ▪ This Second Supplementary Prospectus dated 1 April 2023 which is to be read together with the Principal Prospectus dated 16 September 2020 and the First Supplementary Prospectus dated 20 October 2021.

2. Amendments to Section 3 under “INFORMATION IN RELATION TO THE FUND”

Section 3.1 on pages 6 - 8 of the Principal Prospectus and page 3 of the First Supplementary Prospectus under “GENERAL INFORMATION OF THE FUND” is amended as follows:

The performance benchmark of the Fund; and the investment restrictions and limits of the Fund are hereby deleted in its entirety and replaced as follows:

ASN IMBANG (MIXED ASSET BALANCED) 3 GLOBAL	
Performance Benchmark	<ul style="list-style-type: none"> ➤ The performance of the Fund is benchmarked against the performance of other instruments that have similar features with that of the Fund.

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ASN IMBANG (MIXED ASSET BALANCED) 3 GLOBAL							
	<p>➤ The benchmark of the Fund is a composite benchmark index comprising:</p> <table border="1"> <tr> <td>MSCI ACWI Islamic <i>(source: www.msci.com)</i></td> <td>50%</td> </tr> <tr> <td>Maybank 12 months Fixed Deposit <i>(source: www.maybank2u.com.my)</i></td> <td>50%</td> </tr> </table>			MSCI ACWI Islamic <i>(source: www.msci.com)</i>	50%	Maybank 12 months Fixed Deposit <i>(source: www.maybank2u.com.my)</i>	50%
	MSCI ACWI Islamic <i>(source: www.msci.com)</i>	50%					
Maybank 12 months Fixed Deposit <i>(source: www.maybank2u.com.my)</i>	50%						
	<p>➤ The benchmark is constructed in line with the objectives of the Fund as well as the market it operates in, where, over the long-term, the Fund is expected to have a risk-return profile similar to the above.</p> <p>Note: The risk profile of the Fund is different from the risk profile of the performance benchmark.</p>						
Investment Restrictions and Limits	Investment Exposure / Spread / Concentration	Investment Limits	Exception / Condition				
Exposure Limits							
1.	Aggregate value of a fund's investments in transferable securities that are not traded or dealt in or under the rules of an Eligible Market, Collective Investment Scheme (CIS) that do not comply with Paragraphs 6.11(a), (b) and (c) of the Guidelines, and other securities.	15% of NAV	Subject to a maximum limit of 10% of the Fund's NAV in a single issuer / CIS.				
Investment Spread Limits							
2.	Investments in ordinary shares issued by any single issuer.	10% of NAV	-				
3.	Investments in transferable securities and money market instruments issued by any single issuer.	15% of NAV	The value of the Fund's investments in instruments in item (1) issued by the same issuer must be included in the calculation.				
		35% of 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.				

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ASN IMBANG (MIXED ASSET BALANCED) 3 GLOBAL				
	4.	Placement in deposits with any single financial institution.	20% of NAV	<p>The single financial institution limit does not apply to placements of deposits arising from:</p> <p>(a) Subscription monies received prior to the commencement of investment by the Fund;</p> <p>(b) Liquidation of investments prior to the termination or maturity of the Fund, where the placement of deposits with various financial institutions would not be in the best interests of the Unit Holders; or</p> <p>(c) Monies held for the settlement of redemption or other payment obligations, where the placement of deposits with various financial institutions would not be in the best interest of the Unit Holders.</p>
	5.	<p>Aggregate value of a fund's investments in, or exposure to, a single issuer through ("single issuer aggregate limit"):</p> <p>(a) transferable securities;</p> <p>(b) money market instruments;</p> <p>(c) deposits;</p> <p>(d) underlying assets of derivatives; and</p> <p>(e) counterparty exposure arising from the use of OTC derivatives.</p>	<p>25% of NAV</p>	<p>The value of the Fund's investments in instruments in item (1) issued by the same issuer must be included in the calculation.</p>
			35% of NAV	<p>When single issuer limit in item (3) is increased to 35%, subject to the group limit in item (8) do not exceed 35% of the Fund's NAV.</p>

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ASN IMBANG (MIXED ASSET BALANCED) 3 GLOBAL				
	6.	Investments in units or shares of a CIS excluding a CIS that invests in real estate.	20% of NAV	-
	7.	Investments in units or shares of a CIS that invests in real estate.	15% of NAV	-
	8.	Investments in transferable securities and money market instruments issued by any group of companies.	20% of NAV	The value of the Fund's investments in instruments in item (1) issued by the issuers within the same group of companies must be included in the calculation.
			35% of NAV	Where the single issuer limit i.e., item (5) is increased to 35% of the Fund's NAV.
	9.	Cash borrowing.	10% of NAV	-
	Investment Concentration Limits			
	10.	Investments in shares or securities equivalent to shares, issued by a single issuer.	10% of the shares issued	-
	11.	Investments in debt securities issued by a single issuer.	20% of the securities issued	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.
	12.	Investments in money market instruments issued by any single issuer.	10% of the instruments issued	This limit does not apply to money market instruments that do not have a pre-determined issue size.
	13.	Investments in CIS.	25% of the Units / shares issued	-
	<i>Note: All the paragraphs within this table are from the Guidelines.</i>			

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3. Amendments to Section 4 under “FEES, CHARGES AND EXPENSES”

Section 4.4 on page 15 of the Principal Prospectus under “REBATES AND SOFT COMMISSIONS” is hereby deleted in its entirety and replaced as follows:

A management company, fund manager, trustee or trustee’s delegate should not retain any rebate from, or otherwise share in any commission with, any broker or dealer in consideration for directing dealings in the Fund’s assets. Accordingly, any rebates and commissions should be directed to the account of the Fund concerned.

The Manager or fund manager may retain goods and services (soft commissions) provided by any broker or dealer if the following conditions are met:

- a) The soft commissions bring direct benefit or advantage to the management of the Fund and may include research and advisory related services;
- b) Any dealing with the broker or dealer is executed on terms which are the most favourable for the Fund; 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 Manager or fund manager must not enter into unnecessary trades in order to achieve a sufficient volume of transactions to qualify for soft commissions.

Soft commissions, may include, among others, entertainment allowance, travel, accommodation—and membership fee.

4. Amendments to Section 5 under “TRANSACTION INFORMATION”

Section 5 on pages 16 - 29 of the Principal Prospectus and pages 4 – 6 of the First Supplementary Prospectus under “TRANSACTION INFORMATION” is amended as follows:

- i. The disclosure of “Payment of Repurchase Money” in Section 5.1 on page 16 of the Principal Prospectus under “GENERAL TRANSACTION INFORMATION” is hereby deleted in its entirety and replaced as follows:

Payment of Repurchase Money	Payments of repurchase proceeds will be made within seven (7) Business Days from the date at which a repurchase request is deemed received by the Manager.
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- ii. Deletion on the disclosure of “Salary Deduction” and its foot note in Section 5.1 on pages 16 – 17 of the Principal Prospectus under “GENERAL TRANSACTION INFORMATION”.
- iii. Section 5.10 on pages 23 - 24 of the Principal Prospectus under “TRANSACTION DETAILS ON REPURCHASE OF UNITS” is hereby deleted in its entirety and replaced as follows:

Unit Holders may request for repurchase of Units by simply completing the repurchase form at ASNB branches or ASNB agents or request repurchase of Units at ASNB branches that adopt form-less transactions with a minimum repurchase of one (1) Unit.

Notwithstanding, Unit Holders may also request for repurchase of Units via an established electronic platform or any other distribution channel approved by the Manager.

Repurchase application should be made before the Cut-off Time of 4.00 p.m. on any Business Day. Any transactions made after 4.00 p.m. or such other time that is determined by the Manager or on

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non-Business Day, shall be processed on the next Business Day or in accordance with the terms and conditions imposed by the Manager. The Manager reserves the right to vary the terms and conditions of repurchase made from time to time, which shall be communicated with Unit Holders in writing.

There is no restriction on the frequency of repurchase subject to minimum balance requirement i.e., one (1) Unit must be maintained in the account. Otherwise, Unit Holder must request for total repurchase. Under the Guidelines, the payment of repurchase money is allowed to be made within seven (7) Business Days upon receipt of repurchase request.

- iv. Section 5.14 on pages 25 – 26 of the Principal Prospectus under “INCOME DISTRIBUTION AND REINVESTMENT POLICIES” for “Distribution Policy” is hereby deleted in its entirety and replaced as follows:

5.14 DISTRIBUTION AND REINVESTMENT POLICIES

Distribution Policy	<ul style="list-style-type: none"> ▪ The Fund will distribute earnings from its income, if any, at Manager’s discretion, subject to approval from the Trustee. <p>The details or further elaborations on the Distribution Policy of the Fund are as follows:</p> <ul style="list-style-type: none"> ▪ The distribution may be made from realised income and/or out of capital*, at Manager’s discretion subject to approval from Trustee. ▪ The policy allowing for distribution out of capital is to cater for circumstances when realised income in the current year is insufficient for distribution, but there is capacity to distribute, in the form of unrealised gain or unutilised distributable income that has been reclassified as capital, and when capital distribution is deemed to be in the best interest of the Fund and the Unit Holders. ▪ Capital distribution would be deemed to be in the interest of the Unit Holders as it enables the Fund to continue investing in order to reap the maximum potential of capital appreciation without having to pre-maturely realise return from the investment, where appropriate. ▪ Payment of distribution (if any) will be reinvested into additional Units of the Fund. ▪ Distribution out of capital poses a risk of eroding the capital of the Fund which will result in the diminishing of the value of future returns of the Fund. This will arise if the reinvested capital distribution is repurchased. <p><i>Note: *The distribution policy relating to distribution out of capital (if any) will be effective from 31st December 2023.</i></p> <p><u>Reinvestment of Units:</u></p> <ul style="list-style-type: none"> ▪ Distribution, if any, after deduction of taxation and expenses (i.e. net distribution), will be reinvested into additional Units of the Fund based on the NAV per Unit at entitlement date, adjusted for the said distribution. Allotment of such Units shall be up to two (2) weeks thereafter. No sales charge / transaction fee will be imposed for any reinvestment of distribution into the Fund. <p><u>Payment of Distribution:</u></p> <ul style="list-style-type: none"> ▪ Meanwhile, Unit Holders may opt for the mode of payment for the distribution, either by cheque or to be credited into their bank account located in Malaysia, by indicating in writing to the Manager. Any cost and expenses arising from these modes of payment will be borne by Unit Holders. If the Unit Holders opt for the distribution to be credited into their bank accounts, they are required to provide their bank account details for
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	<p>the distribution to be made. Payment will be effected if the bank account has been registered with the Manager.</p> <ul style="list-style-type: none"> ▪ Cheque(s) that remain(s) unclaimed for more than six (6) months, under the law, will be filed with the Registrar of Unclaimed Moneys. ▪ Only a person who is registered as a Unit Holder on the entitlement date is entitled to the distribution. Therefore, Unit Holder must maintain the minimum balance requirement of one (1) Unit to qualify as a Unit Holder. <p>Note: Unit price and distributions payable, if any, may go down as well as up.</p>
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- v. Section 5.15.3 on pages 26 – 27 of the Principal Prospectus and page 5 of the First Supplementary Prospectus under “Cooling-Off Policy” is hereby deleted in its entirety and replaced as follows:

5.15.3 Cooling-off Policy

(a) Cooling-off Period

- The Cooling-off Period for the Fund is six (6) Business Days commencing from the date of purchase.

(b) Cooling-off Right

- A Cooling-off Right refers to the right of the Unit Holder to who is investing in any Variable Price Fund managed by the Manager for the first time, to obtain a refund of his investment if he so requests within the Cooling-off Period.
- The Cooling-off Right, however, does not extend to a corporation or institution, the staff of the Manager or persons registered with the body approved by the SC to deal in unit trust funds.
- The refund for every Unit held by the Unit Holder according to the exercise of the Cooling-off Right shall be the sum of:
 - i. the lower of:
 - a. the NAV per Unit on the day the Units were first purchased (“original price”); or
 - b. the NAV per Unit at the point of exercise of the Cooling-off Right (“market price”); and
 - ii. the sales charge imposed on the day the Units were purchased.

Example:

Assuming the Unit Holder has purchased Units in the Fund on 17th April 2023 with the following details:

i. Investment amount	= RM10,000
ii. NAV per Unit (on 17 April 2023)	= RM0.5000
iii. Sales Charge of 5%	= RM476.19
iv. Units issued to the Unit Holder	= 19,047.62 units

Scenario 1: The original price is lower than the market price (Assuming NAV per Unit on 19th April 2023 is RM0.5200)

Original price = RM0.5000

Market price = RM0.5200

If the Unit Holder is exercising cooling-off exercise on 19th April 2023 and the NAV per Unit during the purchase date is **lower** than the market price:

- a) Refund for Allotted Units = Units issued x NAV per Unit on 17th April 2023
 = 19,047.62 Units x RM0.5000
 = RM9,523.81
- b) Refund for Sales Charge = RM476.19

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c) Total Refund = RM10,000

Scenario 2: The original price is higher than the market price (Assuming NAV per Unit on 19th April 2023 is RM0.4800)

Original price = RM0.5000

Market price = RM0.4800

If the Unit Holder is exercising cooling-off exercise on 19th April 2023 and the NAV per Unit during the purchase date is **higher** than the market price:

a) Refund for Allotted Units = Units issued x NAV per Unit on 19th April 2023
= 19,047.62 Units x RM0.4800
= RM9,142.86

b) Refund for Sales Charge = RM476.19

c) Total Refund = RM9,619.05

When a Cooling-off Right is exercise, the money will be refunded to the applicant by the Manager within seven (7) Business Days of receipt of the notice or exercise of Cooling-off Right. The request to exercise Unit Holder's Cooling-off Right must be submitted either to the Manager or to any distribution channel within the Cooling-off Period.

Note: The new cooling-off mechanism stipulated in this Second Supplementary Prospectus will take effect from 15th April 2023.

- vi. Section 5.15.4 on page 27 of the Principal Prospectus under "Dissemination of Information to Unit Holders" is hereby deleted in its entirety and replaced as follows:

The annual and semi-annual reports which contain the Manager's report, the Trustee's report, the summarised audited financial statement for the year and the Auditor's report will be distributed to Unit Holders of the Fund within two (2) months of the Fund's financial year-ended or semi-annual period.

Income distribution statements, annual reports, semi-annual reports of the Fund and other notices will be disseminated to all Unit Holders through electronic means. The electronic versions of the income distribution statements of the Fund will be sent to the registered e-mail address of Unit Holders, while the annual, semi-annual reports and other notices of the Fund can be accessed through ASNB's website at www.asnb.com.my.

According to the above, Unit Holders / registered guardians are advised to update their e-mail address and mobile number via the following channels:

- i. ASNB branches or ASNB agents nationwide; or
- ii. E-mail: asnbcare@pnb.com.my

If Unit Holders do not agree to receive income distribution statements, annual reports, semi-annual reports and other notices through electronic means, Unit Holders must notify ASNB in writing stating name, IC number, mobile number, postal address, email address and account number for the relevant ASNB product(s).

Notwithstanding, Unit Holders may at any time, revoke the consent given to receive income distribution statements, annual reports, semi-annual reports and other notices by electronic means by notifying ASNB in writing either through post or e-mail through the channel as stated above.

- vii. Section 5.15.7 on page 28 of the Principal Prospectus under "Material Contracts" is hereby deleted in its entirety and replaced as follows:

Saved as disclosed below, there are no other material contracts (including contracts not reduced into writing), not being contracts entered into in the ordinary course of business, which have been entered

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into that relate to the Fund within two (2) years preceding the date of the Prospectuses:

- (a) The Deed dated 29 July 2020 and its supplemental Deed dated 1 December 2022 constituting the Fund, entered between the Manager and the Trustee, for the benefit of the Unit Holders; and
- (b) The Investment Management Agreement entered into between the Manager and PNB on 29 July 2020 which sets out the terms and conditions upon which PNB has been appointed and has agreed to act as the Investment Manager of the Fund.

viii. New insertion in Section 5.15 under “ADDITIONAL INFORMATION” of the Principal Prospectus pertaining to “Termination Circumstances of the Fund” to be read as follows:

5.15.12 Termination Circumstances of the Fund

The Deed allows termination of the Fund by the Manager without a special resolution provided that such termination is in the best interest of the Unit Holders and upon the occurrence of termination circumstances which may include inter alia the following:

- i. is required by the relevant authorities;
- ii. the Manager in consultation with the Trustee deems it to be uneconomical for the Manager to continue managing the Fund; and
- iii. if the Fund is left with no Unit Holders.

5. Amendments to Section 6 under “THE MANAGEMENT AND THE ADMINISTRATION OF THE FUND”

Section 6 on pages 30 – 32 of the Principal Prospectus and page 6 of the First Supplementary Prospectus under “THE MANAGEMENT AND THE ADMINISTRATION OF THE FUND” is amended as follows:

- i. Section 6.2 on page 30 of the Prospectus and page 6 of the First Supplementary Prospectus under “THE BOARD OF DIRECTORS – ASNB” is hereby deleted in its entirety and replaced as follows:

ASNB has experienced members on its Board of Directors with backgrounds in investment, finance and legal. The Board of Directors oversees and ensures that the objectives of the funds are achieved. They are responsible for establishing the company's policies and guidelines towards meeting the objectives. The Board of Directors meets regularly.

**BOARD OF DIRECTORS
AMANAH SAHAM NASIONAL BERHAD**

1) TUN ARIFIN BIN ZAKARIA
Chairman (Non-Executive / Non-Independent Director)
2) ENCIK AHMAD ZULQARNAIN BIN CHE ON
Director (Executive / Non-Independent Director)
3) DATUK SERI DR. NIK NORZRUL THANI BIN N. HASSAN THANI
Director (Non-Executive / Independent Director)
4) DATO DR. NIK RAMLAH BINTI NIK MAHMOOD
Director (Non-Executive / Independent Director)
5) DATUK MOHD ANWAR BIN YAHYA
Director (Non-Executive / Independent Director)

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6) ENCIK MUZZAFFAR BIN OTHMAN

Executive Director
(Executive / Non-Independent Director)

- ii. Section 6.4 on page 31 of the Principal Prospectus under “THE INVESTMENT MANAGER OF THE FUND - PNB” is hereby deleted in its entirety and replaced as follows:

PNB has been entrusted by ASNB to manage the investments of the Fund. Established in 1978 as one of the vehicles of the New Economic Policy, PNB has made considerable success in promoting share ownership of the Bumiputera in the corporate sector through its funds. PNB has a proven track record whereby returns from its funds have benefited Malaysians with more than forty (40) years of experience in fund management.

ASNB assesses the performance of PNB as the Investment Manager of the unit trust funds based on the investment mandates, objectives and other functions as stipulated in the Investment Management Agreement signed between ASNB and PNB, taking into consideration the relevant market and industry benchmarks.

The designated fund manager for the Fund:

Puan Hanizan Binti Hood

- Chief Investment Officer, Public Markets

- Puan Hanizan is responsible for the management of public assets portfolio for PNB and funds under management, comprising domestic and global public equities, fixed income and money market instruments. She leads key operating units namely Economics, Investment Analysis, Fund Management, Fixed Income, Treasury, Equity Market Operations and Investment Operations & Governance.
- She has served PNB since December 1996. She has accumulated a wealth of investment-related work experience in equities research, money market and fund management. She graduated with a degree in Economics from Northwestern University and completed the Advanced Management Program at Harvard Business School. She is a holder of the Capital Markets Services Representative’s License and the designated fund manager for funds under management of PNB.

6. Amendments to Section 8 under “SALIENT TERMS OF THE DEED”

Section 8 on pages 35 – 38 of the Principal Prospectus under “SALIENT TERMS OF THE DEED” is amended as follows:

- i. Section 8.2 on page 35 of the Prospectus under “RIGHTS AND LIABILITIES OF UNIT HOLDERS” is hereby deleted in its entirety and replaced as follows:

A Unit Holder shall, *inter alia*, have the right to attend and vote at meetings of Unit Holders, to participate in any increase in the value of the Units and receive distributions. However, no Unit Holder shall be entitled to require the transfer to him of any of the investments or assets of the Fund or to interfere with or question the exercise by the Trustee of the rights of the Trustee as the registered owner of such investments and assets. Ownership of Units shall not confer on a Unit Holder an interest in any particular part or asset of the Fund but only in the Fund as a whole.

The liability of a Unit Holder is limited to the purchase price paid for the Units. Unit Holders are not under any obligation to indemnify the Manager and/or the Trustee for losses incurred on behalf of the Fund which exceeds the value of the assets of the Fund, and any right of indemnity of the Manager and/or the Trustee shall be limited to recourse to the Fund.

INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THIS SECOND SUPPLEMENTARY PROSPECTUS DATED 1 APRIL 2023 WHICH IS TO BE READ TOGETHER WITH THE PRINCIPAL PROSPECTUS DATED 16 SEPTEMBER 2020 AND THE FIRST SUPPLEMENTARY PROSPECTUS DATED 20 OCTOBER 2021.

A Unit Holder shall have the right and ability to take any action against the Manager and/or the Trustee for any breach of their duties under the Deed or any relevant law issued by the relevant authorities.

- ii. A new paragraph is inserted in Section 8.7 on page 37 of the Principal Prospectus under “TERMINATION OF THE FUND” as follows:

Notwithstanding the aforesaid, the Deed allows termination of the Fund by the Manager without a special resolution provided that such termination is in the best interest of the Unit Holders and upon the occurrence of termination circumstances as set out in Section 5.15.12 of this Second Supplementary Prospectus.

- iii. Section 8.8 on page 38 of the Principal Prospectus under “UNIT HOLDERS’ MEETING” is hereby deleted in its entirety and replaced as follows:

Unless otherwise required or allowed by the relevant laws, the Manager shall, within twenty-one (21) days of receiving an application from not less than fifty (50) or one-tenth (1/10) of all the Unit Holders, whichever is the lesser, convene a meeting of the Unit Holders. The Unit Holders may apply to the Manager to summon a meeting for any purpose.

The Trustee and the Manager may convene a Unit Holders’ meeting in accordance with the Deed for any purpose.

The quorum required for a meeting of the Unit Holders shall be five hundred (500) of the number of Unit Holders on the register. No business shall be transacted at any meeting unless the requisite quorum is present at the commencement of the business.

The Unit Holders may participate in a Unit Holders’ meeting vide video-conferencing, web-based communication, electronic or such other mode of electronic communication facilities or technologies available from time to time and to vote at the Unit Holders’ meeting.

Unless otherwise prescribed by the relevant laws, a Unit Holders’ meeting summoned pursuant to the Deed shall be held not later than two (2) months after the notice was given, at the time and place stipulated in the notice and advertisement (if any).

7. Amendments to Section 9 under “APPROVALS AND CONDITIONS”

Section 9.1 on page 39 of the Principal Prospectus under “EXEMPTIONS AND/OR VARIATIONS FROM THE GUIDELINES” is hereby deleted in its entirety and replaced as follows:

The SC, via its letter dated 7 October 2019, has granted ASNB and the Fund, variations from the following provision of the Guidelines on Unit Trust Funds (revised 28 November 2022).

CLAUSE	REQUIREMENT	VARIATION GRANTED
CREATION AND CANCELLATION OF UNITS		
Guidelines 2022: Clause 8.06 Guidelines 2020: Clause 10.06	A trustee should create or cancel Units immediately on receipt of, and in accordance with, the instructions given by the management company and only for cash.	Variation is sought to allow AmanahRaya Trustees Berhad as the Trustee, to create or cancel Units of the Fund for cash or investment or both, to cater for substantial creation / cancellation of Units.

INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THIS SECOND SUPPLEMENTARY PROSPECTUS DATED 1 APRIL 2023 WHICH IS TO BE READ TOGETHER WITH THE PRINCIPAL PROSPECTUS DATED 16 SEPTEMBER 2020 AND THE FIRST SUPPLEMENTARY PROSPECTUS DATED 20 OCTOBER 2021.

8. Amendments to Section 10 under “RELATED PARTY TRANSACTIONS / CONFLICT OF INTEREST”

Section 10 on pages 40 – 41 of the Principal Prospectus and page 6 of the First Supplementary Prospectus under “RELATED PARTY TRANSACTIONS / CONFLICT OF INTEREST” is amended as follows:

- i. Section 10.1 on page 40 of the Principal Prospectus under “EXISTING AND POTENTIAL RELATED PARTY TRANSACTIONS” is hereby deleted in its entirety and replaced as follows:
 - (i) PNB has been appointed as the Investment Manager of the Fund. As ASNB is a wholly-owned subsidiary of PNB, the appointment of PNB as the Investment Manager is deemed a related party transaction.
 - (ii) Jewel Digital Venture Sdn Bhd (JDV) has been appointed by ASNB as the service provider for the provision of e-KYC service and other ASNB digital-related services. JDV is a wholly-owned subsidiary of PNB Equity Resource Corporation Sdn. Bhd., which in turn is wholly-owned by PNB. ASNB, as a wholly-owned subsidiary of PNB, is therefore a related party with JDV.
 - (iii) Raiz Malaysia is one of ASNB's clients and currently subscribes to ASNB's umbrella funds under their micro investing investment platform Institutional Client under the nominee model. JDV, which is a wholly-owned subsidiary of PNB Equity Resource Corporation Sdn. Bhd, has 30% shareholding in Raiz Malaysia. PNB Equity Resource Corporation Sdn. Bhd. in turn, is wholly-owned by PNB. Therefore, ASNB, as a wholly-owned subsidiary of PNB, is a related party with Raiz Malaysia.

The Deed of the Fund allows for the purchase and sale of authorised investments by the Fund from and to PNB. Transactions between PNB and the Fund are permissible provided always the transactions are for the benefit of Unit Holders. There are policies and procedures in place to address these transactions which have been verified by the Compliance Department of PNB.

- ii. Section 10.2 on page 40 of the Principal Prospectus and page 6 of the First Supplementary Prospectus under “CONFLICT OF INTEREST” is hereby inserted as follows:

10.2 CONFLICT OF INTEREST

Encik Muzzaffar Bin Othman, the Chief Executive Officer / Executive Director of ASNB is also the member of the Board of Director of JDV and Raiz Malaysia.

- iii. Section 10.3 on pages 40 – 41 of the Principal Prospectus under “POLICIES ON DEALING WITH CONFLICT OF INTEREST SITUATIONS” is hereby deleted in its entirety and replaced as follows:

The Manager has in place the policies and procedures to deal with any conflict of interest situations. In making an investment transaction for the Fund, the Investment Manager will not make improper use of its position in managing the Fund to gain, directly or indirectly, any advantage or to cause detriment to the interests of Unit Holders.

Where a conflict or potential conflict of interest is identified, this must be evaluated by the Compliance Department and disclosed to the Executive Director (ED) of the Manager for the next course of action. Conflict of interest situations involving the ED will be disclosed to the Board of Directors of the Manager for a decision on the next course of action. Directors or staff, who are in advisory positions such as portfolio managers or staff who have access to information on transactions, are not allowed to engage in dealings on their own account. Investment Committee members who hold substantial shareholdings or directorships in public companies shall refrain from any decision making if the Fund invests in the particular shares or stocks of such companies.

The Manager and the Investment Manager have formulated policies and adopted certain procedures to prevent conflict of interest and potential conflict of interest situations.

INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THIS SECOND SUPPLEMENTARY PROSPECTUS DATED 1 APRIL 2023 WHICH IS TO BE READ TOGETHER WITH THE PRINCIPAL PROSPECTUS DATED 16 SEPTEMBER 2020 AND THE FIRST SUPPLEMENTARY PROSPECTUS DATED 20 OCTOBER 2021.

These include the following:

- (i) The adoption of the PNB Group’s Policy on Personal Trading on the Acquisition and Disposal of Securities (Policy). The Policy includes a requirement for all employees to obtain prior approval from President & Group Chief Executive and Head of Compliance or any other authorised person for acquisition or disposal of identified securities as permissible in the Policy. Any transactions are then followed by post declaration of interest, except for identified low risk securities which require neither prior approval nor post declaration.
- (ii) Limits set when using brokers and/or financial institutions for dealings of the investments of the unit trust funds.
- (iii) Duties for making investment decisions, raising accounting entries, and making payments are properly segregated and carried out by different departments which are headed by separate persons.
- (iv) Investment procedures, authorised signatories and authorised limits are properly documented in the ISO Manual of the PNB Group.
- (v) The setting up of the Compliance Committee of the PNB Group, a committee of the Board of Directors of PNB, whose duties include reviewing compliance issues, including conflict of interest situations.
- (vi) Holding regular meetings with the Trustee to discuss issues related to the management of the unit trust funds, including conflict of interest situations.
- (vii) The establishment of appropriate “Chinese Walls” to prevent conflict of interest situations.

In addition, as required by the Guidelines, we have appointed a Compliance Officer whose duties include monitoring and resolving conflict of interest situations in relation to unit trust funds managed and administered by us, and within the Management Company itself. To-date, we and the Investment Manager are not aware of any conflict of interest situation which has arisen.

- iv. Section 10.4 under “DETAILS OF ASNB’S DIRECTORS’ DIRECT AND INDIRECT INTEREST IN OTHER CORPORATIONS CARRYING ON A SIMILAR BUSINESS” and Section 10.5 under “DETAILS OF ASNB’S SUBSTANTIAL SHAREHOLDERS’ DIRECT AND INDIRECT INTEREST IN OTHER CORPORATIONS CARRYING ON A SIMILAR BUSINESS” on page 41 of the Principal Prospectus are hereby deleted in its entirety.

9. Amendments to Section 11 under “TAXATION OF THE FUND”

A new disclosure is inserted as follows:

Tax Exemption of the Fund

Fund	Exemption
ASN Imbang 3 Global	The Fund is exempted from income tax until the year of assessment 2026 under section 127(3A) of the Income Tax Act, 1967, except dividend income.

INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THIS SECOND SUPPLEMENTARY PROSPECTUS DATED 1 APRIL 2023 WHICH IS TO BE READ TOGETHER WITH THE PRINCIPAL PROSPECTUS DATED 16 SEPTEMBER 2020 AND THE FIRST SUPPLEMENTARY PROSPECTUS DATED 20 OCTOBER 2021.

10. The Prospectuses to Remain in Full Force Subject to Amendments

Subject only to the variations herein contained and such other alterations as may be necessary to make the Prospectuses consistent with this Second Supplementary Prospectus, the Prospectuses shall remain in full force and effect; and the Prospectuses shall be read and construed and be enforceable as if the terms of this Second Supplementary Prospectus were inserted therein by way of addition or substitution as the case may be.

11. Consent

The Trustee and the Solicitors have given and have not subsequently withdrawn their consent for the issue of this Second Supplementary Prospectus.