



**FOURTH SUPPLEMENTARY
INFORMATION MEMORANDUM
DATED 11 MAY 2021 IN RESPECT OF
AMINCOME PREMIUM**

The Manager
AmFunds Management Berhad
Registration number: 198601005272 (154432-A)

The Trustee
HSBC (Malaysia) Trustee Berhad
Registration number: 193701000084 (001281-T)

THIS FOURTH SUPPLEMENTARY INFORMATION MEMORANDUM DATED 11 MAY 2021 IS TO BE READ IN CONJUNCTION WITH THE REPLACEMENT INFORMATION MEMORANDUM FOR AMINCOME PREMIUM DATED 1 DECEMBER 2014, THE FIRST SUPPLEMENTARY INFORMATION MEMORANDUM DATED 1 APRIL 2015, THE SECOND SUPPLEMENTARY INFORMATION MEMORANDUM DATED 10 SEPTEMBER 2015 AND THE THIRD SUPPLEMENTARY INFORMATION MEMORANDUM DATED 5 JULY 2019.

SOPHISTICATED INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THE REPLACEMENT INFORMATION MEMORANDUM DATED 1 DECEMBER 2014, THE FIRST SUPPLEMENTARY INFORMATION MEMORANDUM DATED 1 APRIL 2015, THE SECOND SUPPLEMENTARY INFORMATION MEMORANDUM DATED 10 SEPTEMBER 2015, THE THIRD SUPPLEMENTARY INFORMATION MEMORANDUM DATED 5 JULY 2019 AND THIS FOURTH SUPPLEMENTARY INFORMATION MEMORANDUM DATED 11 MAY 2021. IF IN DOUBT, PLEASE CONSULT A PROFESSIONAL ADVISER.

THIS FOURTH SUPPLEMENTARY INFORMATION MEMORANDUM DATED 11 MAY 2021 FOR AMINCOME PREMIUM HAS TO BE READ IN CONJUNCTION WITH THE REPLACEMENT INFORMATION MEMORANDUM FOR AMINCOME PREMIUM DATED 1 DECEMBER 2014, THE FIRST SUPPLEMENTARY INFORMATION MEMORANDUM DATED 1 APRIL 2015, THE SECOND SUPPLEMENTARY INFORMATION MEMORANDUM DATED 10 SEPTEMBER 2015 AND THE THIRD SUPPLEMENTARY INFORMATION MEMORANDUM DATED 5 JULY 2019.

RESPONSIBILITY STATEMENTS

This Fourth Supplementary Information Memorandum dated 11 May 2021 (the “Fourth Supplementary Information Memorandum”) in relation to the Replacement Information Memorandum for AmIncome Premium dated 1 December 2014 (the “Information Memorandum”), the First Supplementary Information Memorandum dated 1 April 2015 (the as “First Supplementary Information Memorandum”), the Second Supplementary Information Memorandum dated 10 September 2015 (the as “Second Supplementary Information Memorandum”) and the Third Supplementary Information Memorandum dated 5 July 2019 (the as “Third Supplementary Information Memorandum”) (collectively, the “Information Memorandums”) has been reviewed and approved by the directors of AmFunds Management Berhad and they collectively and individually accept full responsibility for the accuracy of all 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 Fourth Supplementary Information Memorandum false or misleading.

STATEMENTS OF DISCLAIMER

A copy of this Fourth Supplementary Information Memorandum has been lodged with the Securities Commission Malaysia. The lodgement of the Information Memorandums should not be taken to indicate that the Securities Commission Malaysia recommends AmIncome Premium (the “Fund”) or assumes responsibility for the correctness of any statement made, opinion expressed or report contained in the Information Memorandums.

The Securities Commission Malaysia is not liable for any non-disclosure on the part of AmFunds Management Berhad, the management company responsible for the Fund and takes no responsibility for the contents in the Information Memorandums. The Securities Commission Malaysia makes no representation on the accuracy or completeness of the Information Memorandums, and expressly disclaims any liability whatsoever for any loss howsoever arising from, or in reliance upon, the whole or any part of its contents.

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

ADDITIONAL STATEMENTS

An investment in the Fund carries with it a degree of risk. The value of units and the income from it, if any, may go down as well as up, and investment in wholesale fund involve risks including the risk of total capital loss and no income distribution. Sophisticated Investors should consider the risk factors set out under the heading Risk Factors in the Information Memorandums.

Statements made in the Information Memorandums are based on the law and practice currently in force in Malaysia and are subject to changes in such law.

Any reference to a time or day in the Information Memorandums shall be a reference to that time or day in Malaysia, unless otherwise stated.

No person has been authorised to issue any advertisement or to give any information, or to make any representations in connection with the offering, placing, subscription, sale, switching or redemption of units in the Fund other than those contained in the Information Memorandums or any supplemental therein and, if issued, given or made, such advertisement, information or representations must not be relied upon by an investor. Any purchase made by any person on the basis of statements or representations not contained in or inconsistent with the information and representations in the Information Memorandums will be solely at the risk of the Sophisticated Investor. Sophisticated Investors may wish to consult their independent professional adviser about the suitability of the Fund for their investment needs.

The Information Memorandums do not constitute an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation.

The Manager has the right to reject any application by a US Person. However, if you are investing through our appointed distributor who operates under a nominee system of ownership, kindly consult the respective distributor accordingly.

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PERSONAL DATA

As part of our day to day business, we collect your personal information when you apply to open an account with us, subscribe to any of our products or services or communicate with us. In return, we may use this information to provide you with our products or services, maintain our records or send you relevant information. We may use your personal information which includes information on any transactions conducted with us, for one or more of the following purposes, whether in Malaysia or otherwise:

- a. Assess your eligibility or suitability for our products which you had applied for and to verify your identity or financial standing through credit reference checks;
- b. To notify you of more and up to-date information such as improvements and new features to the existing products and services, development of new products, services and promotions which may be of interest to you;
- c. Manage and maintain your account(s) through regular updates, consolidation and improving the accuracy of our records. In this manner we can respond to your enquiries, complaints and to generally resolve disputes quickly so that we can improve our business and your relationship with us;
- d. Conduct research for analytical purposes, data mining and analyse your transactions / use of products and services to better understand your current financial / investment position and future needs. We will also produce data, reports and statistics from time to time, however such information will be aggregated so that your identity will remain confidential;
- e. Comply with the requirements of any law and regulations binding on us such as conducting anti-money laundering checks, crime detection / prevention, prosecution, protection and security;
- f. Enforcement of our rights to recover any debt owing to us including transferring or assigning our rights, interests and obligations under any of your agreement with us;
- g. In the normal course of general business planning, oversight functions, strategy formulation and decision making within AmBank Group;
- h. To administer and develop the Manager's and/or the Manager's associated companies within the AmBank Group business relationship with you;
- i. Outsourcing of business and back-room operations within AmBank Group and/or other service providers; and
- j. Any other purpose(s) that is required or permitted by any law, regulations, standards, guidelines and/or relevant regulatory authorities including with the trustee of the Fund.

Sophisticated Investors are advised to read our latest or updated Privacy Notice (notice provided as required under the Personal Data Protection Act 2010) available on our website at www.aminvest.com. Our Privacy Notice may be revised from time to time and if there is or are any revision(s), it will be posted on our website and/or other means of communication deemed suitable by us. However any revision(s) will be in compliance with the Personal Data Protection Act 2010.

THE REMAINING PAGE IS INTENTIONALLY LEFT BLANK

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Unless otherwise provided in this Fourth Supplementary Information Memorandum, all the capitalised terms used herein shall have the same meanings ascribed to them in the Information Memorandums.

A. CORPORATE DIRECTORY

Page 4-5 of the Replacement Information Memorandum, page 4 of the First Supplementary Information Memorandum, page 5 of the Second Supplementary Information Memorandum and page 3-4 of the Third Supplementary Information Memorandum – CORPORATE DIRECTORY

1. The information in relation to the Section “**MANAGER**” is hereby deleted and replaced with the following:

“**MANAGER**

AmFunds Management Berhad

Registration number: 198601005272 (154432-A)

Registered office

22nd Floor, Bangunan AmBank Group,
No. 55, Jalan Raja Chulan,
50200 Kuala Lumpur.
Tel: (603) 2036 2633

Business address

9th & 10th Floor, Bangunan AmBank Group,
No. 55, Jalan Raja Chulan,
50200 Kuala Lumpur.
Tel: (603) 2032 2888
Fax: (603) 2031 5210
Email : enquiries@aminvest.com
Website: www.aminvest.com”

- ii. The information relating to the “**TRUSTEE**” and “**TRUSTEE’S DELEGATE**” is hereby deleted and replaced with the following: -

TRUSTEE

HSBC (Malaysia) Trustee Berhad

Registration number: 193701000084 (001281-T)

Registered Office & Business Office

13th Floor, Bangunan HSBC, South Tower
No. 2, Leboh Ampang
50100 Kuala Lumpur
Tel: 03-2075 7800
Fax: 03-8894 2611

TRUSTEE’S DELEGATE

For foreign assets:

The Hongkong and Shanghai Banking Corporation Limited
6/F, Tower 1,
HSBC Centre,
1 Sham Mong Road, Hong Kong.
Tel: (852) 2288 1111

For local assets:

The Hongkong and Shanghai Banking Corporation Limited (as custodian) and assets held through
HSBC Nominees (Tempatan) Sdn Bhd
Registration number: 199301004117 (258854-D)
No 2 Leboh Ampang
50100 Kuala Lumpur
Tel: (603) 2075 3000

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Fax: (603) 8894 2588

The Hongkong and Shanghai Banking Corporation Limited (as custodian) and assets held through
HSBC Bank Malaysia Berhad
Registration number: 198401015221 (127776-V)
No 2 Leboh Ampang
50100 Kuala Lumpur
Tel: (603) 2075 3000
Fax: (603) 8894 2588”

B. KEY DATA OF THE FUND

Page 7 of the Replacement Information Memorandum and page 5 of the Second Supplementary Information Memorandum – INCOME DISTRIBUTION

The information in relation to the “**Income Distribution**” is revised as follows:-

Income Distribution

Income distribution (if any) is incidental and at the discretion of the Manager.

Note: The income could be in the form of units or cash. For further details on the mode of income distribution please refer to page 25.

C. THE FUND'S DETAILED INFORMATION

Page 14-15 of the Replacement Information Memorandum – VALUATION OF ASSETS

The information in relation to section “**Valuation of Assets**” is revised as follows:-

“In undertaking any of its investments, the Manager will ensure that all the assets of the Fund are valued at a fair value in compliance with the SC guidelines and relevant law at all times. Investments of the Fund are valued in accordance to the following:

- i. Listed fixed income instruments
Market price.

However, if–

- (a) valuation based on the market price does not represent the fair value of the fixed income instruments, for example during abnormal market conditions; or
(b) no market price is available, including in the event of a suspension in the quotation of the fixed income instruments for a period exceeding 14 days, or such shorter period as agreed by the trustee,

then the fixed income instruments should be valued at fair value, as determined in good faith by the management company or the fund manager, based on the methods or bases approved by the trustee after appropriate technical consultation.

- ii. Unlisted RM denominated fixed income instruments

For unlisted RM denominated fixed income instruments, valuation is based on the prices provided by the Bond Pricing Agency (BPA) registered with the SC or where prices are not available from BPA, the average indicative yield quoted by three (3) independent and reputable institutions.

Where the Manager is of the view that the price quoted by BPA for a specific fixed income instruments differs from “market price” by more than 20 basis points, the Manager may use the “market price”, provided that the Manager:

- (a) records its basis of using a non-BPA price;
(b) obtains necessary internal approvals to use the non-BPA price; and

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(c) keeps an audit trail of all decisions and basis for adopting the “market yield”

iii. Unlisted foreign currency denominated fixed income instruments

For unlisted foreign currency denominated fixed income instruments, valuation is based on the Refinitiv Evaluated Pricing quoted by Refinitiv (formerly known as Thomson Reuters). Where Refinitiv’s prices are not available, these unlisted foreign currency denominated fixed income instruments will be valued at fair value, as determined in good faith by the Manager based on the method or bases verified by the Auditor of the Fund and approved by the Trustee.

iv. Money market instruments

The value of any investment in non-tradable money market instruments and deposits placed with financial institutions shall be determined by each Business Day, with reference to the principal value of such investments and the accrued income for the relevant period. For tradable money market instruments (such as negotiable certificates of deposits and provisionary notes), the valuation is based on market to market prices as provided by the counterparty that issues the instrument. “

D. TRANSACTION INFORMATION

Page 24 of the Replacement Information Memorandum and page 6 of the Second Supplementary Information Memorandum – INCOME DISTRIBUTION POLICY

The information in relation to the “**Income Distribution**” is revised as follows:-

“**Income Distribution**”

Income distribution (if any) is incidental and at the discretion of the Manager.

Note: The income could be in the form of units or cash. “

E. RELATED PARTY TRANSACTIONS OR CONFLICT OF INTEREST

Page 31 of the Replacement Information Memorandum, page 7 of the Second Supplementary Information Memorandum and page 9 of the Third Supplementary Information Memorandum – RELATED PARTY TRANSACTIONS OR CONFLICT OF INTEREST

The disclosure under “**RELATED PARTY TRANSACTION OR CONFLICT OF INTEREST**” is hereby deleted entirely and replaced with the following:-

“All transactions with related parties are to be executed on terms which are best available to the Fund and which are not less favourable to the Fund than an arm’s length transaction between independent parties. The Fund may have dealings with parties related to the Manager. The related parties defined are AmIslamic Funds Management Sdn Bhd (“AIFM”), AmInvestment Bank Berhad, AmInvestment Group Berhad, AmBank (M) Berhad and AmBank Islamic Berhad.

Trading in securities by an employee is allowed, provided that the policies and procedures in respect of the personal account dealing are observed and adhered to. The directors, investment committee members and employees are required to disclose their portfolio holdings and dealing transactions as required under the Personal Account Dealing Policy and the Management of Conflict of Interest Policy. Further, the abovementioned shall make disclosure of their holdings of directorship and interest in any company.

The directors of AFM may have direct or indirect interest through their directorship in AIFM. Following are the details of the directors:-

- Sum Leng Kuang is the independent director of AIFM.
- Tai Terk Lin is the independent director of AIFM.
- Goh Wee Peng is the non-independent director of AIFM.

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For further details of the directors' profile, please refer our website (www.aminvest.com).

As Trustee for the Fund, there may be related party transaction involving or in connection with the Fund in the following events:-

- 1) Where the Fund invests in instruments offered by the related party of the Trustee (e.g. placement of monies, structured products, etc.);
- 2) Where the Fund is being distributed by the related party of the Trustee as IUTA;
- 3) Where the assets of the Fund are being custodised by the related party of the Trustee both as sub-custodian and/or global custodian of the Fund (Trustee's delegate); and
- 4) Where the Fund obtains financing as permitted under the Guidelines, from the related party of the Trustee.

The Trustee has in place policies and procedures to deal with conflict of interest, if any. The Trustee will not make improper use of its position as the owner of the Fund's assets to gain, directly or indirectly, any advantage or cause detriment to the interests of Unit Holders. Any related party transaction is to be made on terms which are best available to the Fund and which are not less favorable to the Fund than an arms-length transaction between independent parties.

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

F. THE TRUSTEE

Page 40-43 of the Replacement Information Memorandum and Page 11-13 of the Third Supplementary Information Memorandum – THE TRUSTEE

The disclosure under section “**THE TRUSTEE**” is hereby deleted entirely and replaced with the following: -

“HSBC (Malaysia) Trustee Berhad (Registration No. 193701000084(1281-T)) (the “Trustee”) is a company incorporated in Malaysia since 1937 and registered as a trust company under the Trust Companies Act 1949, with its registered address at 13th Floor, Bangunan HSBC, South Tower, No. 2, Leboh Ampang, 50100 Kuala Lumpur.

Since 1993, the Trustee has acquired experience in the administration of trusts and has been appointed as trustee for unit trust funds, exchange traded funds, wholesale funds and funds under private retirement scheme.

Duties and Responsibilities of the Trustee

The Trustee's main functions are to act as trustee and custodian of the assets of the Fund and to safeguard the interests of Unit Holders of the Fund. In performing these functions, the Trustee has to exercise all due care, diligence and vigilance and is required to act in accordance with the provisions of the Deed, CMSA and the Guidelines. Apart from being the legal owner of the Fund's assets, the Trustee is also responsible for ensuring that the Manager performs its duties and obligations in accordance with the provisions of the Deed, CMSA and the Guidelines. In respect of monies paid by an investor for the application of Units, the Trustee's responsibility arises when the monies are received in the relevant account of the Trustee for the Fund and in respect of redemption, the Trustee's responsibility is discharged once it has paid the redemption amount to the Manager.

Trustee's Delegate

The Trustee has appointed the Hongkong and Shanghai Banking Corporation Ltd as custodian of both the local and foreign assets of the Fund. For quoted and unquoted local investments of the Fund, the assets are held through HSBC Bank Malaysia Berhad and/or HSBC Nominees (Tempatan) Sdn Bhd. The Hongkong and Shanghai Banking Corporation Ltd is a wholly owned subsidiary of HSBC Holdings Plc, the holding company of the HSBC Group. The custodian's comprehensive custody and clearing services cover traditional settlement processing and safekeeping as well as corporate related services including cash and security reporting, income collection and corporate events processing. All investments are registered in the name of the Trustee or to the order of the Trustee. The custodian acts only in accordance with instructions from the Trustee.

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The Trustee shall be responsible for the acts and omissions of its delegate as though they were its own acts and omissions.

However, the Trustee is not liable for the acts, omissions or failure of third party depository such as central securities depositories, or clearing and/or settlement systems and/or authorised depository institutions, where the law or regulation of the relevant jurisdiction requires the Trustee to deal or hold any asset of the Fund through such third parties.

Particulars of the Trustee's Delegate

For foreign asset:

The Hongkong and Shanghai Banking Corporation Limited
6/F, Tower 1,
HSBC Centre,
1 Sham Mong Road, Hong Kong
Telephone No: (852) 2288 1111

For local asset:

The Hongkong And Shanghai Banking Corporation Limited (as custodian) and assets held through HSBC Nominees (Tempatan) Sdn Bhd (Registration No: 199301004117 (258854-D))
No 2 Leboh Ampang
50100 Kuala Lumpur
Telephone No: (603)2075 3000
Fax No: (603) 8894 2588

The Hongkong And Shanghai Banking Corporation Limited (as custodian) and assets held through HSBC Bank Malaysia Berhad (Registration No: 198401015221 (127776-V))
No 2 Leboh Ampang
50100 Kuala Lumpur
Telephone No: (603)2075 3000
Fax No: (603) 8894 2588

Anti-Money Laundering and Anti-Terrorism Financing Provisions

The Trustee has in place policies and procedures across the HSBC Group, which may exceed local regulations. Subject to any local regulations, the Trustee shall not be liable for any loss resulting from compliance of such policies, except in the case of negligence, willful default or fraud of the Trustee.

Statement of Responsibility

The Trustee has given its willingness to assume the position as Trustee of the Fund and all the obligations in accordance with the Deed, all relevant laws and rules of law. The Trustee shall be entitled to be indemnified out of the Fund against all losses, damages or expenses incurred by the Trustee in performing any of its duties or exercising any of its powers under the Deed in relation to the Fund. The right to indemnity shall not extend to loss occasioned by breach of trust, willful default, negligence, fraud or failure to show the degree of care and diligence required of the Trustee having regard to the provisions of the Deed.

Statement of Disclaimer

The Trustee is not liable for doing or failing to do any act for the purpose of complying with law, regulation or court orders.

Consent to Disclosure

The Trustee shall be entitled to process, transfer, release and disclose from time to time any information relating to the Fund, Manager and Unit Holders for purposes of performing its duties and obligations in accordance to the Deed, the Act, Guidelines and any other legal and/or regulatory obligations such as conducting financial crime risk management, to the Trustee's parent company, subsidiaries, associate companies, affiliates, delegates, service providers, agents and any governing or regulatory authority, whether within or outside Malaysia (who may also subsequently process, transfer, release and disclose such information for any of the above mentioned purposes) on the basis that the recipients shall continue to maintain the confidentiality of information disclosed, as required by law,

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regulation or directive, or in relation to any legal action, or to any court, regulatory agency, government body or authority.

Material Litigation

As at LPD, the Trustee is not engaged in any material litigation and arbitration, including those pending or threatened, and is not aware of any facts likely to give rise to any proceedings which might materially affect the business/ financial position of the Trustee and any of its delegates.”

- END -