## 4<sup>th</sup> Supplement to the Offering Document of

# UBL Financial Sector Fund (UFSF)

Risk Profile: High

Risk of Principal Erosion: Principal at High Risk

**Effective Date: 16.05.2022** 

### 4<sup>th</sup> Supplementary Offering Document of UBL Financial Sector Fund (UFSF)

Managed by UBL Fund Managers Limited (UBL Funds) an Asset Management Company registered with the Securities & Exchange Commission of Pakistan (SECP) and regulated under the Non- Banking Finance Companies (NBFC) Rules 2003 and NBFC & NE Regulations 2008.

The UBL Financial Sector Fund has been established through a Trust Deed (the Deed) dated 21-02-2018, under the Trust Act, 1882 entered into and between UBL Fund Managers Limited, the Management Company, Central Depository Company of Pakistan Limited, the Trustee and authorized under the Non-Banking Finance Companies and Notified Entities Regulations, 2008.

### **Objective of the Supplementary Offering Document**

UBL Funds is eliminating the Nominee related provision and making amendment in SRF clause via this supplementary Offering Document of UFSF.

## 1. The following point (d & e) under sub clause 4.8.3 "Transfer, Nomination, Transmission" has been amended and read as follows:

- d) The Transfer Agent shall, with the prior approval of the Management Company or the Management Company itself be entitled to destroy all instruments of transfer or the copies thereof, as the case may be, which have been registered at any time after the expiration of twelve years from the date of registration thereof and all the Certificates which have been cancelled at any time after the expiration of ten years from the date of cancellation thereof and all registers, statements and other records and documents relating to the Trust at any time after the expiration of ten years from transmission to the Trust. The Trustee or the Management Company or the Transfer Agent shall be under no liability, whatsoever, in consequence thereof and it shall conclusively be presumed in favor of the Trustee or the Management Company or the Transfer Agent that every Unit of Transfer so destroyed was a valid and effective instrument duly and properly registered by the Trustee or the Management Company or the Transfer Agent and that every Certificate so destroyed was a valid Certificate duly and properly cancelled, provided that (i) this provision shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties thereto) to which the document may be relevant; (ii) nothing in this sub-clause shall impose upon the Trustee or the Management Company or the Transfer Agent any liability in respect of the destruction of any document earlier than as aforesaid or in any case where the conditions of provision (i) above are not fulfilled. Reference herein to the destruction of any document includes reference to the disposal thereof in any manner. Complete list of unclaimed dividends will be maintained by AMCs and shall not be destroyed.
- e) Transmission of Units to successors in case of inheritance or distribution of the estate of a deceased Unit Holder shall be processed by the Transfer Agent or the Management Company itself as Registrar after satisfying as to all legal requirements such as certified copy of death certificate, succession certificate or court order where applicable, original unit certificate (in case of physical certificate), etc. The legal costs and taxes, if any, shall be borne and paid by the transferees. However, the processing fee shall not be payable by successors or the beneficiaries of the estate in the case of transmission. The Management Company shall pay the relevant processing fee to the Transfer Agent.
- 2. The following sub clause 4.8.1 under clause 4.8 "Who Can Request Change" has been amended and read as follows:

### 4.8.1 Who Can Request Change?

All Unit Holders are eligible to change their Unit Holder details if they so desire. For such change in particulars, a request shall be made via the Service Request Form or, any document (supported by the evidence) provided by the investor through his Distributor, Investment Facilitator or provided directly to the Management Company through Digital means. In the case where Units are held in CDS account then requests should also be made as per above mentioned procedure.

However, in the case where the Unit Holder desires to change Unit Holder details pertinent to their respective CDS account then request should be made through CDS Participant or the Investor Account Service (IAS) with which the account is maintained, according to the procedure laid down in CDC Regulations.

3. The following sub clause 4.8.2 "Application Procedure for Change in Particulars" has been amended and sub point of a "ii" "Nominee detail" is removed, point iii, iv, v & vi is replaced with ii, iii, iv & v and read as follows:

### 4.8.2 Application Procedure for Change in Particulars

- a. Some of the key information which the Unit Holder can change is as follows:
  - i. Change in address
  - ii. Change in Bank Account details
  - iii. Account Operating instructions
  - iv. Frequency of profit payments
  - v. Systemic Conversion Option

Change will not be allowed in Title of account, Address and CNIC number of the Unit Holder (without any documentary evidence). Any addition or deletion in joint account holder is not allowed.

- 4. The following sub clause 4.8.2 "Application Procedure for Change in Particulars" has been amended, c is removed and d, e & f is replaced with c, d & e and read as follows:
  - b. Fully completed Form or any document (supported by evidence) deemed fit by the management has to be submitted by unit holder(s). This Form should be delivered to any of the Authorized Branches of the Distribution Companies or may be submitted to the Management Company through an Investment Facilitator within Business Hours on a Dealing Day.
  - c. The Distribution Company and /or Management Company will be entitled to verify the particulars given in the Form. In case of any incorrect information the application may be rejected if the applicant does not rectify the discrepancy.
  - d. The Unit Holder will be liable for any taxes, charges or duties that may be levied on any of the above changes. These taxes, charges or duties may either be recovered by redemption of Unit Holder equivalent Units at the time of the service request or the Management Company may require separate payment for such services.
  - e. Unless the Joint Unit Holder(s) have specified otherwise (except for bank account detail), all the Joint Unit Holder(s) shall sign the Service Request Form.