

THIRD SUPPLEMENTAL INFORMATION MEMORANDUM FOR PRINCIPAL HERITAGE SERIES

Manager : **Principal Asset Management Berhad** (199401018399 (304078-K))

Trustee : **Deutsche Trustees Malaysia Berhad** (200701005591 (763590-H))

This Third Supplemental Information Memorandum is dated 17 November 2021 and is to be read in conjunction with the Information Memorandum dated 10 July 2020, First Supplemental Information Memorandum dated 12 October 2020 and Second Supplemental Information Memorandum dated 2 April 2021 for the Principal Heritage Series (collectively known as “Information Memorandum”).

- Principal Heritage Income Fund
- Principal Heritage Balanced Fund
- Principal Heritage Growth Fund

SOPHISTICATED INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THE INFORMATION MEMORANDUM AND THIS THIRD SUPPLEMENTAL INFORMATION MEMORANDUM. IF IN DOUBT, PLEASE CONSULT A PROFESSIONAL ADVISER.

THIS IS A THIRD SUPPLEMENTAL INFORMATION MEMORANDUM WHICH HAS TO BE READ IN CONJUNCTION WITH THE INFORMATION MEMORANDUM

1.0 GENERAL

- 1.1 This Third Supplemental Information Memorandum is issued to reflect the amendments made to the Information Memorandum as stated under paragraph 2 to 6 below.
- 1.2 All terms used in this Third Supplemental Information Memorandum shall have the same meanings as those defined in the Definitions Chapter of the Information Memorandum unless where the context otherwise requires.
- 1.3 All information provided herein is practicable as at 30 September 2021 and shall remain current and relevant as at such date.

2.0 ABOUT THIS DOCUMENT

- 2.1 The third paragraph under the section of “About this document” at page i has been replaced and read as below:

If you have any questions about the information in this Information Memorandum or would like to know more about investing in the Principal Malaysia family of unit trust funds, please call our Customer Care Centre at (603) 7723 7260 between 8:45 a.m. and 5:45 p.m. (Malaysian time) on Mondays to Fridays (except on Kuala Lumpur public holidays).

Note: All reference to the Customer Care Centre number and business hours in the Information Memorandum and all supplemental shall refer to paragraph 2.1 above of this Third Supplemental Information Memorandum.

3.0 DEFINITION

- 3.1 The Definitions Chapter at page ii of the Information Memorandum has been amended by inserting the following definitions:

Class AUD-Hedged	-	The Class of units issued by the Fund denominated in AUD that aims to minimize the effect of exchange rate fluctuations between the base currency of the Fund (i.e. SGD) and AUD.
AUD	-	Australian Dollar.
PFG	-	Principal Financial Group, Inc..

4.0 FUND INFORMATION

- 4.1 The information under the section of “Launch Date, Initial Offer Period & Initial Offer Price Per Unit” at page 7 has been replaced and read as below:

Fund	Name of Class	Launch date	Initial offer period	Initial offer price per unit
Principal Heritage Income Fund	Class SGD	10 July 2020	N/A	SGD 1.0000
	Class MYR-Hedged	10 July 2020	N/A	MYR 1.0000
	Class GBP-Hedged	12 October 2020	N/A	GBP 1.0000
	Class USD-Hedged	2 April 2021	N/A	USD 1.0000
	Class AUD-Hedged	17 November 2021*	1 day	AUD 1.0000
Principal Heritage Balanced Fund	Class SGD	10 July 2020	N/A	SGD 1.0000
	Class MYR-Hedged	10 July 2020	N/A	MYR 1.0000
	Class GBP-Hedged	15 October 2020	N/A	GBP 1.0000
	Class USD-Hedged	2 April 2021	N/A	USD 1.0000
	Class AUD-Hedged	17 November 2021*	1 day	AUD 1.0000
Principal Heritage Growth Fund	Class SGD	10 July 2020	N/A	SGD 1.0000
	Class MYR-Hedged	10 July 2020	N/A	MYR 1.0000
	Class GBP-Hedged	15 October 2020	N/A	GBP 1.0000
	Class USD-Hedged	2 April 2021	N/A	USD 1.0000

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	Class AUD-Hedged	17 November 2021*	1 day	AUD 1.0000
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* We have the discretion to determine the launch date, which shall be the same date as stated above or such other as may be determined by us.

For more details, you may contact our Customer Care Centre or Distributors, or visit our website at <http://www.principal.com.my>.

5.0 POTENTIAL CONFLICTS OF INTERESTS AND RELATED PARTY TRANSACTIONS

5.1 The information under section of 5.6 at page 49 has been replaced and read as below:

We (including our directors) will at all times act in your best interests and will not conduct ourselves in any manner that will result in a conflict of interest or potential conflict of interest. In the unlikely event that any conflict of interest arises, such conflict shall be resolved such that the Funds are not disadvantaged. In the unlikely event that we face conflicts in respect of our duties as the Manager to the Funds and to other Principal Malaysia's fund that we manage, we are obliged to act in the best interests of our investors and will seek to resolve any conflicts fairly and in accordance with the Deed.

We shall not act as principal in the sale and purchase of any securities or investments to and from the Funds. We shall not make any investment for the Funds in any securities, properties or assets in which we or our officer has financial interest in or from which we or our officer derives a benefit, unless with the prior approval of the Trustee. We (including our directors) who hold substantial shareholdings or directorships in public companies shall refrain from any decision making relating to that particular investment of the Funds.

As at LPD, none of our directors and substantial shareholders has either direct or indirect interest in other Malaysian corporations that carry on a similar business with Principal Malaysia, except for the following:

Director / Shareholder	Position	Shareholding (Direct / Indirect)	Name of corporation
CIMB Group Sdn Bhd	Shareholder	Direct	Principal Islamic Asset Management Sdn Bhd
		Indirect	CIMB-Mapletree Management Sdn Bhd*
Principal Financial Services, Inc.	Shareholder#	Direct	Principal Islamic Asset Management Sdn Bhd

#Principal Financial Services, Inc. has indirect interest in the Manager.

*As at LPD, CIMB-Mapletree Management Sdn. Bhd. has passed a special resolution on 9 May 2019 of which CIMB-Mapletree Management Sdn. Bhd. be wound up as a members' voluntary liquidation and a liquidator be appointed.

The substantial shareholders of the Manager may have direct or indirect interest in other non-Malaysian corporations carrying on similar business as the Manager.

The Funds may maintain Islamic Deposit with CIMB Bank Berhad, CIMB Islamic Bank Berhad and CIMB Investment Bank Berhad. We may enter into transactions with other companies within the CIMB Group and the PFG provided that the transactions are effected at market prices and are conducted at arm's lengths.

We generally discourage cross trades and prohibit any transactions between client(s) accounts and fund accounts. Any cross trade activity require prior approval with the relevant supporting justification(s) to ensure the trades are executed in the best interest of both funds and such transactions were executed at arm's length. Cross trades will be reported to the Investment Committee to ensure compliance to the relevant regulatory requirements.

6.0 ADDITIONAL ANNEXURE – CLASS AUD-HEDGED

The following key data for Class AUD-Hedged are added to the Annexure of the Information Memorandum.

6.1 Annexure – Class AUD-Hedged

This section is only a summary of the salient information about Class AUD-Hedged. You should read and understand the entire Information Memorandum before investing and keep the Information Memorandum for your records. In determining which investment is right for you, we recommend you speak to professional advisers. Principal Malaysia, member companies of the CIMB Group, the PFG and the Trustee do not guarantee the repayment of capital.

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	PH-I	PH-B	PH-G	Page
Currency denomination	AUD			
Distribution policy	Monthly, depending on the availability of realised income and/or realised gains and at our discretion.			47

FEES & CHARGES

This table describes the charges that you may **directly** incur when you buy or withdraw units of the Class.

Charges	PH-I	PH-B	PH-G	Page
Application Fee	Up to 5.00% of the NAV per unit.			39
Withdrawal Penalty	Up to 1.00% of the NAV per unit. Withdrawal Penalty is chargeable if a withdrawal is made within three (3) months from the Commencement Date. Thereafter, no Withdrawal Penalty will be charged. All Withdrawal Penalty will be retained by the Fund.			39
Switching Fee	Switching is treated as a withdrawal from the Class and an investment into another Class or Principal Malaysia's fund (or its class). As such, you will be charged a Switching Fee equal to the difference (if any) between the Application Fee of the Class and the Application Fee of the other Class or Principal Malaysia's fund (or its class). Switching Fee will not be charged if the Class or Principal Malaysia's fund (or its class) to be switched into has a lower Application Fee. In addition, we may impose AUD35 administrative fee for every switch. You may negotiate to lower the Switching Fee and/or administrative fees with us or our Distributors. We also have the discretion to waive the Switching Fee and/or administrative fees.			39
Transfer Fee	A maximum of AUD15 may be charged for each transfer.			39
Other charges payable directly by you when purchasing or withdrawing units	Any applicable bank charges and other bank fees incurred as a result of an investment or withdrawal will be borne by you.			

This table describes the fees that you may **indirectly** incur when you invest in the Class.

Fees	PH-I	PH-B	PH-G	Page
Management Fee	Up to 1.10%	Up to 1.25%	Up to 1.40%	40
	per annum of the NAV of the Class.			
Trustee Fee	Up to 0.04% per annum of the NAV of the Fund (including local custodian fees and charges but excluding foreign sub-custodian fees and charges).			40
Fund expenses	Only expenses that are directly related to the Fund can be charged to the Fund. Examples of relevant expenses are audit fee and tax agent's fee.			41
Other fees payable indirectly by you when investing in the Fund	Other fees indirectly incurred by a feeder fund such as dilution adjustment, annual depositary fees and transaction fees of the Target Fund. As such, you are indirectly bearing the dilution adjustment, depositary fees and transaction fees charged at the Target Fund level.			40

All fees and charges payable by you and/or the Fund are subject to any applicable taxes and/or duties as may be imposed by the government or other authorities (if any) from time to time. As a result of changes in any rule, regulation, directive, notice and/or law issued by the government or relevant authority, there may be additional cost to the fees, expenses, charges and/or taxes payable to and/or by you and/or the Fund as disclosed or illustrated in the Information Memorandum.

We have the discretion to amend the amount, rate and/or terms and conditions for the above-mentioned fees and charges from time to time, subject to the requirements stipulated in the Deed. Where necessary, we will notify the Trustee and communicate to you on the amendments to the fees and charges.

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TRANSACTION INFORMATION

	PH-I	PH-B	PH-G	Page
Minimum initial investment	AUD 500 or such other amount as we may decide from time to time.			45
Minimum additional investment	AUD 100 or such other amount as we may decide from time to time.			45
Minimum withdrawal	100 units or such other number of units as we may decide from time to time.			45
Minimum balance	500 units or such other number of units as we may decide from time to time.			46
Regular Savings Plan	Currently, RSP is not available for this Class.			45
Switching	<p>Switching will be conducted based on the value of your investment in the Class. The minimum amount for a switch is subject to:</p> <ul style="list-style-type: none"> ▪ for switching out of the Class: <ul style="list-style-type: none"> ○ the minimum withdrawal applicable to the Class; ○ the minimum balance required (after the switch) for the Class, unless you are withdrawing from the Class in entirety; and ○ the Withdrawal Penalty of the Class (if any); ▪ for switching into the Class: <ul style="list-style-type: none"> ○ the minimum initial investment amount or the minimum additional investment amount (as the case may be) applicable to the Class; and ○ the Switching Fee applicable for the proposed switch (if any). <p>You may negotiate to lower the amount for your switch with us or our Distributors.</p>			46
Transfer facility	We may, at our absolute discretion, allow/refuse Unit holders to transfer their units to another eligible Sophisticated Investors subject to such terms and conditions as may be stipulated by us from time to time.			47
Cooling-off period	Six (6) Business Days from your initial investment (i.e. from the date the application form is received and accepted by us or our Distributors) for first-time investor. However, Principal Malaysia's staff and person(s) registered with a body approved by the SC to deal in unit trusts are not entitled to the cooling-off right.			46

Note: You may request for a lower amount or number of units when purchasing units (or additional units) or withdrawing units, which will be at our sole and absolute discretion. However, you should note that we may, for any reason at any time, where applicable, accept or reject a lower amount or number of units and without having to assign any reason, either generally (for all Sophisticated Investors) or specifically (for any particular Sophisticated Investor, a group of Sophisticated Investors or investments made via any digital platform) without prior notice to you. We may also, for any reason at any time, where applicable, reduce the minimum balance, either generally (for all Sophisticated Investors) or specifically (for any particular Sophisticated Investor, a group of Sophisticated Investors or investments made via any digital platform) without prior notice to you. For increase in the amount or number of units for minimum withdrawal and minimum balance, we will require concurrence from the Trustee and you will be notified of such changes before implementation.

There are fees and charges involved and you are advised to consider them before investing in the Fund.

We have the discretion to amend the amount, rate and/or terms and conditions of the transaction information herein, subject to the requirements stipulated in the Deed. Where necessary, we will notify the Trustee and communicate to you on the amendments to the transaction information.

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