

Information Memorandum 15 April 2020

Principal Malaysia Government Bond Fund

Manager : Principal Asset Management Berhad (304078-K)

(formerly known as CIMB-Principal Asset Management Berhad)

Trustee : HSBC (Malaysia) Trustee Berhad (193701000084 (1281-T))

This Information Memorandum Issue No. 1 for the Principal Malaysia Government Bond Fund is dated 15 April 2020.

The Fund was constituted on 27 February 2020.

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

THE FUND IS A MULTI-CLASS FUND AND IS ALLOWED TO ESTABLISH NEW CLASS(ES) FROM TIME TO TIME AS MAY BE DETERMINED BY THE MANAGER.



ABOUT THIS DOCUMENT

This is an information memorandum which introduces you to Principal Asset Management Berhad (formerly known as CIMB-Principal Asset Management Berhad) ("Principal Malaysia") and the Principal Malaysia Government Bond Fund ("Fund"), which is a Wholesale Fund. This information memorandum outlines in general the information you need to know about the Fund and is intended for the exclusive use of the prospective Sophisticated Investors (as defined herein) who should ensure that all information contained herein remains confidential. The Fund is established with a multi-class structure and has more than one (1) class.

This Information Memorandum is strictly private and confidential and solely for your own use. It is not to be circulated to any third party. No offer or invitation to purchase the units of the Fund, the subject of this Information Memorandum, may be made to anyone who is not a Sophisticated Investor.

If you have any questions about the Fund, please call our Corporate & Institutional Business at (03) 2084 8888 between 8:45 am and 5:45 pm (Malaysian time) on Mondays to Thursdays and between 8:45 am and 4:45 pm (Malaysian time) on Fridays (except on Kuala Lumpur public holidays).

Unless otherwise indicated, any reference in this Information Memorandum to any rules, regulations, guidelines, standards, directives, notices, legislations or statutes shall be reference to those rules, regulations, guidelines, standards, directives, notices, legislations or statutes for the time being in force, as may be amended, varied, modified, updated, superseded and/or re-enacted from time to time.

Any reference to a time, day or date in this Information Memorandum shall be a reference to that time, day or date in Malaysia, unless otherwise stated. Reference to "days" in this Information Memorandum will be taken to mean calendar days unless otherwise stated.

Please note all references to currency amounts and NAV per unit in the Information Memorandum are in MYR unless otherwise indicated.

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

DEFINITIONS

Except where the context otherwise requires, the following definitions shall apply throughout this Information Memorandum:

Application Fee

Preliminary charge on each investment.

Business Day

- Mondays to Fridays when Bursa Malaysia Securities Berhad is open for trading, and/or banks in Kuala Lumpur and/or Selangor are open for business.

Note: We may declare certain Business Days a non-Business Day when deemed necessary, such as in the event of market disruption. This information will be communicated to you via our website at http://www.principal.com.my.

CIMB Group

CIMB Group Sdn. Bhd.

CMSA

Capital Markets and Services Act 2007.

CIS

Collective investment schemes.

Class

Any Class of units representing similar interests in the assets of the Fund and differentiated by features such as transaction amount, fees and charges and/or distribution policy.

Note: For more information, please see page 1 and Annexure of the respective Class.

Distributor

Any relevant persons and bodies appointed by Principal Malaysia from time to time, who are responsible for selling units of the Fund including Principal Distributors and IUTA.

Deed

- The principal and all supplemental deed in respect of the Fund made between us and the Trustee, in which the Unit holders agree to be bound by the provisions of the Deed.

Deposits

- As per the definition of "deposit" in the Financial Services Act 2013 and "Islamic deposit" in the Islamic Financial Services Act 2013.

FIMM

Federation of Investment Managers Malaysia.

Fund or MGBF

Principal Malaysia Government Bond Fund.

GLOLA

SC Guidelines on Unlisted Capital Market Products under the Lodge and Launch Framework.

IMS

Investment Management Standards issued by FIMM.

Information

Refers to the information memorandum in respect of the Fund and includes any supplemental information memorandum or replacement information memorandum, as the case may be.

Memorandum IUTA

Institutional Unit Trust Schemes Adviser.

LPD

- Latest Practicable Date i.e. 31 January 2020, in which all information provided herein, shall remain current and relevant as at such a date.

Management Fee

A percentage of the NAV of the Class that is paid to the Manager for managing the portfolio of the Fund.

MYR

Malaysian Ringgit.

MARC

Malaysian Rating Corporation Berhad.

MCR

Multi-class ratio, being the apportionment of the NAV of each Class over the Fund's NAV based on the size of each Class. The MCR is calculated by dividing the NAV (in MYR) of the respective Class by the NAV of the Fund before income and expenses for the day, save and except for Management Fee and those that are related to the specific Class shall be allocated to that Class only. The apportionment is expressed as a ratio and calculated as a percentage.

NAV

Net Asset Value.

NAV of the Fund

 The NAV of the Fund is the value of all the Fund's assets less the value of all the Fund's liabilities (including Management Fee and Trustee Fee), at the point of valuation.

NAV of the Class

- The NAV of the Fund attributable to a Class at the same valuation point.

NAV per unit

- The NAV attributable to a Class of units divided by the number of units in circulation for that Class, at the valuation point.

PFG

PΙΑ

Principal Financial Group and its affiliates.

RAM Rating Services Berhad.

Securities Commission Malaysia.

Principal Distributors

Principal International (Asia) Ltd.

Refers to the unit trust scheme consultants of Principal Malaysia (authorised Principal Malaysia

Principal Malaysia,

distributors).

Principal Asset Management Berhad (formerly known as CIMB-Principal Asset Management Berhad).

the Manager, we or us

us RAM

SC Sophisticated Investor(s)

Refers to investors as we determine as qualified or eligible to invest in the Fund and that fulfil any laws, rules, regulation, restrictions or requirements imposed by the respective country's regulators where the Fund is open for sale. For investors in Malaysia, this refers to any person who falls within any of the categories of investors set out in Part 1, Schedules 6 and 7 of the CMSA.

Note: For more information, please refer to our website at **http://www.principal.com.my** for the current excerpts of Part 1, Schedules 6 and 7 of the CMSA.

Special Resolution - A resolu Trustee - HSBC (

A resolution passed by a majority of not less than $\frac{3}{4}$ of Unit holders voting at a meeting of Unit holders.

HSBC (Malaysia) Trustee Berhad.

Trustee Fee - A percentage of the NAV of the Fund that is paid to the Trustee for its services rendered as trustee of the

Fund.

Unit holder - The registered holder for the time being of a unit of the Fund including persons jointly so registered.

USA - United States of America.

Wholesale Fund - A unit trust scheme established in Malaysia where the units are to be issued, offered for subscription or

purchase, or for which invitations to subscribe for or purchase the units are to be made, exclusively to

Sophisticated Investor.

Note: Unless the context otherwise requires, words importing the singular number should include the plural number and vice versa.

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1. FUND INFORMATION

1.1. PRINCIPAL MALAYSIA GOVERNMENT BOND FUND

Fund Category/Type : Wholesale Fund (Bond) / Income.

Fund Objective : To provide regular income through investments primarily in Malaysian government debt

instruments.

We will require your approval if there is any material change to the Fund's investment objective.

Benchmark : TR BPAM All Bond Index – Government – 1Y to 3Y for performance comparison purpose only.

Note: The Information on the benchmark can be obtained from https://www.bpam.com.my.

Distribution Policy : The distribution policy of each of the Class may differ. Please refer to the Annexure of the

respective Class for more information. You may refer to page 11 for more information on the

distribution payment.

Base Currency and Classes

The base currency of the Fund is MYR.

Please note that the Fund is established with a multi-class structure where the Deed allows for the establishment of more than one (1) Class with similar interests in the assets of the Fund. You should note that the Fund is allowed to establish new Class(es) from time to time without your prior consent.

Under the Deed, Unit holders of each Class have the same rights and obligations. Each Class may be different in terms of currency denomination, fees and charges and/or distribution policy and hence, will have its respective NAV per unit, taking into account the aforementioned features. Although the Fund has multiple Classes, you should note that the assets of the Fund are pooled for investment purpose.

Currently, the Classes below are available for sale. Please refer to the Annexure for further details on the Classes. You should note that we have the discretion to decide on the offering of other Classes for sale in the future. This information will be communicated to you via our website at http://www.principal.com.my. You should consult your professional advisers for better understanding of the multi-class structure before investing in the Fund.

Name of Class	Launch date	Initial Offer Period	Initial Offer Price Per Unit
Class B	15 April 2020	1 day from launch date	MYR 1.0000
Class C	15 April 2020	1 day from launch date	MYR 1.0000
Class D	15 April 2020	1 day from launch date	MYR 1.0000

Note: We have the discretion to determine the launch date, which shall be 15 April 2020, or such other date as maybe determined by us

Investment policy and strategy

The Fund seeks to achieve its Fund objective by investing up to 98% of its NAV in a portfolio of Malaysian government debt instruments, which includes but not limited to Malaysia Government Securities ("MGS"), Government Investment Issue ("GII") and Government Guaranteed Issuances ("GG"). At least 2% of its NAV may be invested in money market instruments and/or Deposits for liquidity purposes.

We will formulate an interest rate outlook through examining factors such as the Malaysian inflation rate, monetary policy and economic growth. With an interest rate outlook and yield curve analysis, we will identify the weighting of the investment tenure, credit and sector for the Fund.

We will adopt a buy-and-hold strategy for the Fund where debt instruments purchased will be held until the maturity of the debt instruments. However, we reserve the right to deal with the debt instruments in the best interest of the Unit holders including but not limited to circumstances where there is a change in the laws, rules, regulations, policies and/ or market/economic outlook, which may affect the investment of the Fund, or simply to meet withdrawal requests.

Asset Allocation

- Up to 98% of its NAV in Malaysian government debt instruments; and
- At least 2% of its NAV in liquid assets such as money market instruments and/or Deposits.

Risk management is at the core of our investment process. Every proposed decision made by the investment team is considered in the context of the overall portfolio risk-return trade-off.

The Fund will only invest in Malaysian government debt instruments, Deposits and money market instruments. Our investment committee reviews the counterparties on a regular basis to ensure that the Fund invests in accordance with the Fund's objective. Hence, the Fund is constructed to be managed within the internal guidelines such as risk-return trade-off, which will be monitored regularly by the investment team.

In response to adverse conditions and as part of the risk management strategy, we may reduce holdings in longer tenured assets and channel these monies into shorter-term interest bearing Deposits. We may also from time to time invest in liquid assets to safeguard the investment portfolio of the Fund provided that such investments are within the objective of the Fund.

1.2. PERMITTED INVESTMENTS

Subject to the Deed, the investment policy for the Fund and the requirements of the SC and any other regulatory body, we have absolute discretion, as to how the assets of the Fund are invested. The following types of investments permitted for the Fund, which are in line with the Fund's objective, includes but are not limited to:

- Malaysian government debt instruments;
- Deposits and money market instruments; and
- Any other form of investments as may be determined by us from time to time that is in line with the Fund's objectives.

The formulation of the investment policies and strategies of the Fund is based on the objectives of the Fund after taking into consideration the regulatory requirements outlined in the GLOLA, with such exemptions/variations (if any) as approved by the SC.

1.3. INVESTMENT RESTRICTIONS AND LIMITS

The Fund is subject to the following investment restrictions/limits:

Liquid assets: The Fund will invest at least 2% of its NAV in liquid assets. The Fund may, with the concurrence of the Trustee, hold more than 2% of liquid assets on a temporary basis to meet withdrawal requests and to manage expenses of the Fund.

Malaysian government debt instruments: The Fund may invest up to 98% of its NAV in Malaysian government debt instruments.

1.4. APPROVALS AND CONDITIONS

There is no exemption and/or variation to the GLOLA for the Fund.

1.5. BORROWINGS OR FINANCING

The Fund may not obtain cash financing or borrow other assets in connection with its activities. However, the Fund may obtain cash financing for the purpose of meeting withdrawal requests for units and for short-term bridging requirements.

1.6. SECURITIES LENDING

Not applicable for the Fund.

1.7. RISK FACTORS

1.7.1. GENERAL RISKS OF INVESTING IN A FUND

Before investing, you should consider the following risk factors in addition to the other information set out in this Information Memorandum.

Returns not guaranteed

The investment of the fund is subject to market fluctuations and its inherent risk. There is **NO GUARANTEE** on the investment which includes your investment capital and returns, nor any assurance that the fund's objective will be achieved.

Market risk

Market risk refers to the possibility that an investment will lose value because of a general decline in financial markets, due to economic, political and/or other factors, which will result in a decline in the fund's NAV.

Inflation risk

This is the risk that your investment in the fund may not grow or generate income at a rate that keeps pace with inflation. This would reduce your purchasing power even though the value of the investment in monetary terms has increased.

Manager risk

This risk refers to the day-to-day management of the fund by the manager which will impact the performance of the fund. For example, investment decisions undertaken by the manager, as a result of an incorrect view of the market or any non-compliance with internal policies, investment mandate, the deed, relevant law or guidelines due to factors such as human error or weaknesses in operational process and systems, may adversely affect the performance of the fund.

Financing risk

This risk occurs when you obtain financing to finance your investment. The inherent risk of investing with money obtained from financing includes you being unable to service the financing payments. In the event units are used as collateral, you may be required to top-up your existing instalment if the price of units fall below a certain level due to market conditions. Failing which,

the units may be sold at a lower NAV per unit as compared to the NAV per unit at the point of purchase towards settling the financing.

1.7.2. SPECIFIC RISK RELATED TO THE FUND

There are specific risks associated with the investment portfolio of the Fund, which include but are not limited to the following:

Interest rate risk

Interest rate risk is the risk that an investment's value will be affected due to a change in the level of interest rates. Such changes usually affect the investments inversely and can be reduced by managing the duration of the portfolio via shorter or longer tenured assets depending on our view of the future interest rate trend, which is based on our continuous fundamental research and analysis.

Credit and default risk

The Fund will be exposed to a certain degree of credit and default risk of issuers or counterparties when the Fund invests in debt instrument, money market instruments and/or place Deposits. Credit risk relates to the creditworthiness of the securities issuers or counterparties and their expected ability to make timely payment of interest and/or principal. Any adverse situations faced by the issuer or counterparties may impact the value as well as liquidity of the investments. In the case of rated debt instrument or issuer, this may lead to a credit downgrade. Default risk relates to the risk that a securities issuer or counterparties either defaulting on payments or failing to make payments in a timely manner which will in turn adversely affect the value of the investments. This could adversely affect the value of the Fund. We aim to mitigate this risk by performing bottom-up and top-down credit research and analysis to determine the creditworthiness of its issuers or counterparties, and impose investment limits on exposures for issuers or counterparties with different credit profiles as a precautionary step to limit any loss that may arise directly or indirectly as a result of a defaulted transaction.

Liquidity risk

Liquidity risk refers to the ease of liquidating an asset depending on the asset's volume traded in the market. If the Fund holds assets that are illiquid, or are difficult to dispose of, the value of the Fund will be negatively affected when it has to sell such assets at unfavourable prices.

The above summary of risks does not purport to be an exhaustive list of all the risk factors relating to investments in the Fund and are not set out in any particular order of priority. You should be aware that investments in the Fund may be exposed to other risks from time to time. Please consult your professional advisers for a better understanding of the risks.

2. FEES, CHARGES AND EXPENSES

2.1. CHARGES

The following describes the charges that you may directly incur when you buy or withdraw units of the Fund.

2.1.1. Application Fee

Nil.

2.1.2. Withdrawal Penalty

Nil.

2.1.3. Switching Fee

Switching is treated as a withdrawal from a Class and an investment into another Class or Principal Malaysia's fund (or its classes). As such, you may 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 classes). Switching fee will not be charged if the Class or Principal Malaysia's fund (or its classes) to be switched into has a lower Application Fee. In addition, you may be charged an administration fee for each switch. Please refer to the Annexure of the respective Class for further information.

2.1.4. Transfer Fee

You may be charged transfer fee for each transfer. Please refer to the Annexure of the respective Class for further information.

2.2. FEES AND EXPENSES

The following describes the fees that you may indirectly incur when you invest in the Fund.

2.2.1. Management Fee

Management Fee is charged to the respective Class at the Class level, based on the NAV of the Class. Please refer to the Annexure of the respective Class for further information. The Management Fee shall be accrued daily and paid monthly.

Below is an illustration on how the Management Fee is calculated, assuming Management Fee is 0.10% and 0.15% per annum for Class ABC and Class XYZ respectively:-

	Class ABC (Denominated in MYR) (MYR)	Class XYZ (Denominated in MYR) (MYR)
Management Fee	0.10% per annum	0.15% per annum
NAV of the Class	MYR 150 million	MYR 150 million
Management Fee for the day = NAV of the Class x Management Fee rate for the Class (%) /365 days	= MYR 150 million x 0.10%/365 = MYR 410.96	= MYR 150 million x 0.15%/365 = MYR 616.44

Note: In the event of a leap year, the computation will be based on 366 calendar days.

2.2.2. Trustee Fee

Trustee Fee is charged to the Fund based on the Fund's NAV. The Trustee Fee shall be accrued daily and paid monthly.

The Trustee Fee is up to 0.02% per annum for the Fund.

Below is an illustration on how the Trustee Fee is calculated:

Trustee Fee for the day = NAV of the Fund x Trustee Fee rate for the Fund (%) / 365 days

If the NAV of the Fund is MYR 150 million, then

Trustee Fee for the day = MYR 150 million \times 0.02% / 365 days

= MYR 82.19

Note: In the event of a leap year, the computation will be based on 366 calendar days.

2.2.3. Other expenses

The Deed also provides for payment of other expenses. Other expenses 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 (if any) in effecting dealings in the investments of the Fund, shown on the contract notes or confirmation notes or difference account;
- taxes and other duties charged on the Fund by the government and other authorities if any and bank fees;
- fees and other expenses properly incurred by the auditor and tax agent;
- fees for valuation of any investment of the Fund by independent valuers for the benefit of the Fund;
- costs incurred for the modification of the Deed for your benefit;
- costs incurred for any meeting of the Unit holders other than those convened for our benefit or the Trustee;
- the sale, purchase, insurance and any other dealing of investment including commissions or fees paid to brokers;
- costs involved with external specialist approved by the Trustee in investigating or evaluating any proposed investment;
- the engagement of valuer, adviser or contractor of all kinds;
- preparation and audit of the taxation returns and accounts of the Fund;
- termination of the Fund or that Class and the retirement or removal of the Trustee or the Manager and the appointment of a new trustee or manager:
- any proceedings, arbitration or other dispute concerning the Fund, that Class or any asset, including proceedings against the
 Trustee or the Manager, or commenced by either of them for the benefit of the Fund or that Class (except to the extent that
 legal costs incurred for the defence of either of them are ordered by the court not to be reimbursed out of the Fund):
- remuneration and out of pocket expenses of the independent members of the investment committee and/or advisers (if any)
 of the Fund, unless we decide otherwise to bear the same;
- expenses incurred in the printing of, purchasing of stationery and postage of the annual and interim (if any) reports;
- (where the custodial function is delegated by the Trustee to a foreign sub-custodian), charges or fees paid to the foreign sub-custodian;
- all costs and/or expenses associated with the distributions and the payment of such distribution including without limitation fees, costs and/or expenses for the revalidation or reissuance of any distribution cheque or warrant or telegraphic transfer;
 and
- cost of obtaining experts opinion by the Trustee and the Manager for the benefit of the Fund or Class.

Expenses not authorised by the Deed must be borne by us or the Trustee if incurred for our own benefit.

2.2.4. We and the Trustee are required to ensure that any fees or charges payable are reasonable and in accordance with the Deed, which stipulate the maximum rate in percentage terms that can be charged. All expenses of the Fund will generally be apportioned to each Class based on the MCR except for Management Fee and those that are related to the specific Class only, such as, the cost of Unit holders meeting held in relation to the respective Class. You should consult your professional advisers for better understanding.

You should note that we may alter the fees and charges (other than the Trustee Fee) within such limits, and subject to such provisions, as set out in the Deed and the GLOLA.

You should note that we may, for any reason at any time, where applicable, waive or reduce the amount of any fees (except the Trustee Fee) or other charges payable by you in respect of the Fund, 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) and for any period or periods of time at our absolute discretion.

2.3. REBATES AND SOFT COMMISSIONS

We and the Trustee will not retain any form of rebate or soft commission from, or otherwise share in any commission with, any broker in consideration for directing dealings in the investments of the Fund unless the soft commission received is retained in the form of goods and services such as research and advisory services that assist in the decision making process relating to the Fund's investments. All dealings with brokers are executed on most favourable terms available for the Fund. Any rebates will be directed to the account of the Fund.

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

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 the Fund or you 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, charges and expenses from time to time, subject to the requirements stipulated in the Deeds. Where necessary, we will notify the Trustee and communicate to you on the amendments to the fees and charges.

3. TRANSACTION INFORMATION

3.1. VALUATION OF INVESTMENTS PERMITTED BY THE FUND

We will carry out the valuation of the Fund in a fair manner in accordance with applicable law and guidelines. The valuation bases for the investments permitted by the Fund are as below:

Listed instruments

The value of any permitted investments, which are quoted on an approved exchange, shall be calculated daily by reference to the last transacted price on that approved exchange. If the last transacted price does not represent the fair value of the securities, then the securities should be valued at fair price as determined in good faith by us, based on the methods or bases approved by the Trustee after appropriate technical consultation, such as the mean of bid and offer prices at the close of trading. Suspended securities will be valued at their last done price unless there is conclusive evidence to show that the value has gone below the suspended price or where the quotation of the securities has been suspended for a period exceeding fourteen (14) days or such shorter period as determined by the Trustee, whereupon their fair value will be determined in good faith by us based on the methods or bases approved by the Trustee after appropriate technical consultation.

Unlisted instruments

The value of any unlisted MYR-denominated debt instrument shall be calculated on a daily basis using prices quoted by a Bond Pricing Agency ("BPA") registered with the SC. Where such prices are not available or where we are of the view that the price quoted by the BPA for a specific debt instrument differs from the market price by more than twenty (20) basis points, we may use the market price by reference to the last available quote provided such quote was obtained within the previous thirty (30) days and we will record the basis for using a non-BPA price, obtained necessary internal approvals to use the non-BPA price and keeps an audit trail of all decisions and basis for adopting the market yield.

Money market instruments

Money market instruments such as negotiable instrument of deposits and commercial papers shall be valued by reference to the quotes provided by independent and reputable pricing source(s), which is deemed fair value, includes but not limited to BPA registered with the SC. Where the quotes are provided by financial institutions, the valuation of the money market instruments will be based on the average of bid and offer prices quoted by three (3) independent and reputable financial institutions of similar standing at the close of trading, based on the methods or bases which have been verified by the auditor of the Fund and approved by the Trustee.

Deposits

The value of any Deposits shall be determined each day by reference to the principal value of such permitted investments and the accrued income thereon for the relevant period.

3.2. UNIT PRICING

We adopt a single pricing method for any transactions (i.e. applications, withdrawals, switches and/or transfers) based on forward prices. This means that we will process your transactions request based on the NAV per unit at the next valuation point after we receive the completed relevant transaction forms from you.

If the transactions are made by 4:00 p.m. on a Business Day, we will process the transactions using the NAV per unit for that Business Day. For transactions made after 4:00 p.m. on a Business Day, we will process the transactions using the NAV per unit on the next Business Day.

We will carry out the valuation point for the Classes for a Business Day at the end of that Business Day (T). The NAV per unit for a Business Day is available on our website at http://www.principal.com.my after 10:00 a.m. on the following Business Day (T+1).

Illustration:

For transaction request received by us by 4:00 p.m. on a Business Day

At the end of Business Day on 15 January 2020, your units will be calculated based on the NAV per unit on 15 January 2020, which will be calculated on 15 January 2020. The NAV per unit will be available on our website after 10:00 a.m. on 16 January 2020.

For transaction request received by us after 4:00 p.m. on a Business Day

At the end of Business Day on 15 January 2020, your units will be calculated based on the NAV per unit on 16 January 2020, which will be calculated on 16 January 2020. The NAV per unit will be available on our website after 10:00 a.m. on 17 January 2020.

The Fund must be valued at least once every Business Day. The method of determining NAV per unit of the Class is calculated as follows:

NAV per unit of the Class = <u>NAV of the Class</u> Number of units in issue of the Class

The NAV of the Fund is the sum of the value of all investments and cash held by the Fund (calculated in accordance with the Deed) including income derived by the Fund which has not been distributed to you, less all amounts owing or payable in respect of the Fund including any provisions that we and the Trustee consider should be made. For example, a provision may be made for possible future losses on an investment which cannot be fairly determined.

The valuation of the Fund is in the base currency i.e. MYR. The NAV per unit of each Class will be the NAV of the Fund attributable for each Class divided by the number of units in circulation of that Class, at the same valuation point.

Note: We will ensure the accuracy of the prices submitted to the Federation of Investment Managers Malaysia - Funds Malaysia System.

3.2.1. Multi-class Ratio (MCR)

MCR is the apportionment of the NAV of each Class over the Fund's NAV based on the size of each Class. The MCR is calculated by dividing the NAV of the respective Class by the NAV of the Fund before income and expenses for the day. The apportionment is expressed as a ratio and calculated as a percentage.

Below is an illustration on computation of the NAV of the Fund:

	Fund	Class ABC	Class XYZ (Denominated in MYR)
	(MYR)	(MYR)	(MYR)
NAV of the Fund before income and expenses	185,942,897	173,342,897	12,600,000
% MCR	100%	(1)93.22%	⁽¹⁾ 6.78%
Add: Income	30,000	⁽²⁾ 27,966	⁽²⁾ 2,034
Less: Expenses	(10,000)	⁽²⁾ (9,322)	⁽²⁾ (678)
NAV of the Fund before management and trustee fee	185,962,897	173,361,541	12,601,356
		0.10% p.a.	0.15% p.a.
Less: Management fee	(798)	(712)	(86)
	0.02% p.a.	-	-
Less: Trustee fee	(51)	(48)	(3)
NAV of the Fund	185,962,048	173,360,781	12,601,267
Units in circulation	205,000,000 units	170,000,000 units	35,000,000 units
NAV per unit		1.0197	0.3600

	Fund	Class ABC (Denominated in MYR)	Class XYZ (Denominated in MYR)
	(MYR)	(MYR)	(MYR)
NAV of the Fund before creation of units for the day	185,962,048	173,360,781	12,601,267
⁽³⁾ Creation of units	2,000,000	1,000,000	1,000,000
Closing NAV	187,962,048	174,360,781	13,601,267
Units in circulation	208,758,458.36 units	170,980,680.59 units	37,777,777.77 units
NAV per unit		1.0197	0.3600

Note:

⁽¹⁾ MCR computation

	Class ABC	Class XYZ
	(Denominated in MYR)	(Denominated in MYR)
	(MYR)	(MYR)
NAV of the Class x 100	173,342,897 x 100	12,600,000 x 100
NAV of the Fund before income and expenses	185,942,897	185,942,897
	= 93.22%	= 6.78%

⁽²⁾Apportionment based on MCR is as follows:

		Class ABC	Class XYZ
		(Denominated in MYR)	(Denominated in MYR)
	(MYR)	(MYR)	(MYR)
Add: Income	30,000	MCR x Income	MCR x Income
		= Income for Class XYZ	= Income for Class ABC

		= 93.22% x MYR 30,000 = MYR 27,966	= 6.78% x MYR 30,000 = MYR 2,034
Less: Expenses	(10,000)	MCR x Expenses = Expenses for Class XYZ	MCR x Expenses = Expenses for Class ABC
		= 93.22% x MYR 10,000	= 6.78% x MYR 10,000
		= MYR 9,322	= MYR 678

(3)Creation of units

	Class ABC (Denominated in MYR) (MYR)	Class XYZ (Denominated in MYR) (MYR)
Creation of units	MYR 1,000,000	MYR 1,000,000
NAV per unit	MYR 1.0197	MYR 0.3600
Number of units	980,680.59 units	2,777,777.77 units
Creation of units	MYR 1,000,000	MYR 1,000,000

Note: Please note that the above is for illustration purpose only. NAV per unit is truncated to four (4) decimal places.

3.2.2. Calculation of investment amount and units entitlement

The calculation below is for illustration only and does not represent the actual percentage or amount that you may incur for in each Class. Please refer to the Annexure of the respective Class for the actual percentage or amount of charges.

Illustrations:

Calculation of number of units received, Application Fee and total amount payable by you

Assumptions:

NAV per unit of Class ABC denominated in MYR = MYR 0.5000 (truncated to 4 decimal places)
Application Fee = Nil

You wish to invest MYR 10,000 in the Class ABC.

Calculation of number of units that you will receive*

- = Investment amount / NAV per unit of Class ABC
- = MYR 10,000.00 / MYR 0.5000
- = 20,000 units

Calculation of Application Fee that you will incur (payable in addition to the amount invested)

- = NAV per unit of Class ABC x number of units received x Application Fee rate
- = MYR 0.5000 x 20.000 units x 0%
- = MYR 0

Calculation of total amount that you will have to pay

- = Investment amount + Application Fee paid
- = MYR10,000.00 + RM0.00
- = MYR10,000.00
- * The number of units that you receive will be rounded down to two (2) decimal places.

Calculation of investment value

Assuming you have 40,000 units of Class ABC of the Fund and the NAV per unit of Class ABC for the day (which will be made known on the following Business Day) is MYR 0.5110 (truncated to 4 decimal places).

Calculation of investment value

- = Number of units x NAV per unit of Class ABC
- $= 40,000.00 \text{ units } \times MYR \ 0.5110$
- = MYR 20,440.00

Calculation of withdrawal value and amount payable to you

Assuming you have 50,000 units Class ABC of the Fund, you wish to withdraw MYR 10,000.00 from your investment. Your withdrawal request is received by us by 4:00 p.m. on a Business Day. The NAV per unit of Class ABC for that Business Day (which will be made known on the following Business Day) is MYR 0.5230 (truncated to 4 decimal places).

Calculation of number of units you withdraw

- = Withdrawal value/ NAV per unit of Class ABC
- = MYR10.000.00 / MYR 0.5230
- = 19.120.45 units

Calculation of number of your remaining units

- = Units held before withdrawal Units withdrawn
- = 50,000 19,120.45
- = 30,879.55 units

Calculation of amount payable to you

- = Withdrawal value Withdrawal Penalty paid
- = MYR 10,000.00 MYR 0.00
- = MYR10,000.00

3.3. INCORRECT PRICING

We shall take immediate remedial action to rectify any incorrect valuation and/or pricing of the Fund or units of the Fund. Where such error has occurred, we shall reimburse the money in the following manner:

- (a) in the event of over valuation and/or pricing, we shall reimburse:
 - (i) the Fund for any withdrawal of units; and/or
 - (ii) you, if you have purchased units of the Fund at a higher price; or
- (b) in the event of under valuation and/or pricing, we shall reimburse:
 - (i) the Fund for any subscription of units; and/or
 - (ii) you, if you have withdrawn units of the Fund at a lower price.

Notwithstanding the above, unless the Trustee otherwise directs, we shall make the reimbursement only where an incorrect pricing:

- (i) is equal to or more than 0.50% of the NAV per unit; and
- (ii) results in a sum total of MYR10.00 or more to be reimbursed to a Unit holder for each sale or withdrawal transaction.

We shall have the right to amend, vary or revise the aforesaid limits from time to time.

3.4. INVESTING

3.4.1. Who can invest?

The Fund shall only be offered or marketed to Sophisticated Investor that is corporate client such as company, corporation or cooperative. However, we have the right to reject an application on reasonable grounds.

Further, if we become aware of any USA entity (i.e. a corporation, trust, partnership or other entity created or organised in or under the laws of the United States or any state thereof or any estate or trust the income of which is subject to United States Federal Income Tax regardless of source) holding units in the Fund, we will issue a notice to that Unit holder requiring the Unit holder to, within thirty (30) days, either withdraw the units or transfer the units to a non-US entity.

We also have the right to withdraw all units held by you in the event we are of the opinion that such withdrawal is necessary to ensure that we comply with any relevant laws, regulations and guidelines. We will first notify you before making any such compulsory withdrawal of your units.

3.4.2. How to invest?

You may invest through our head office (Corporate & Institutional Business) after completing the relevant application forms and attaching a copy of your identity card, passport or any other identification document. We may request for additional supporting document(s) or information from you. On the application form, please indicate clearly the amount you wish to invest in the Fund. We may introduce other mode of investment from time to time, subject to the approval of the relevant authorities.

You may invest:

- by crossed cheque, banker's draft, money order or cashier's order (made payable as advised by us as the case may be). You
 will have to bear the applicable bank fees and charges, if any;
- directly from your bank account, where applicable; or
- by such other mode of payment that we and/or the relevant authorities approve from time to time. Any charges, fees and expenses incurred in facilitating such mode of payment shall be borne by you. Such mode of payment is subject to further limit(s), restriction(s) and/or terms and conditions that we and/or the relevant authorities may impose from time to time.

You are advised not to make payment in cash to any individual agent or employee of Principal Malaysia when purchasing units of a fund.

3.5. MINIMUM INVESTMENTS

The minimum initial and additional investment in each Class may differ and may be determined by us from time to time. Please refer to the Annexure of the respective Class for further information.

Note: You may request for a lower amount when purchasing units (or additional 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 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.

3.5.1. Processing an application

If we receive a complete application by 4:00 p.m. on a Business Day, we will process it using the NAV per unit for that Business Day. If we receive the complete application after 4:00 p.m. on a Business Day, we will process it using the NAV per unit for the next Business Day. We will only process the completed applications with all the necessary information. The number of units you receive will be rounded down to two (2) decimal places.

3.6. MINIMUM WITHDRAWALS

The minimum withdrawal for each Class may differ and may be determined by us from time to time, unless you are withdrawing your entire investment. Please refer to the Annexure of the respective Class for further information. You may withdraw by completing a withdrawal form and sending it to the relevant Distributor or our head office. There is no restriction on the frequency of withdrawals. We will transfer the withdrawal proceeds to the bank account number provided by you.

Note: You may request for a lower amount when 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 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. For increase in the amount for minimum withdrawal, we will require concurrence from the Trustee and you will be notified of such changes before implementation.

3.6.1. Processing a withdrawal

If we receive a complete withdrawal request by 4:00 p.m. on a Business Day, we will process it using the NAV per unit for that Business Day, which will be known on the following Business Day. If we receive the withdrawal request after 4:00 p.m. on a Business Day, we will process it using the NAV per unit for the next Business Day. The amount that you will receive is calculated by the withdrawal value less the Withdrawal Penalty (if any). You will be paid in MYR within ten (10) calendar days of receipt of the complete withdrawal request. You will have to bear the applicable bank fees and charges, if any.

3.7. MINIMUM BALANCE

The minimum balance that must be retained in your account for each Class may differ and may be determined by us from time to time. Please refer to the Annexure of the respective Class for further information. If the balance (i.e. number of units) of an investment less than the minimum number of units stipulated, you are required to make additional investment in order to meet the required minimum balance of investment. Otherwise, we have the discretion to switch your units to another Class with lower minimum balance requirement which may subject to higher fees or we can withdraw the entire investment and forward the proceeds to you.

Note: We may, 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 number of units for minimum balance, we will require concurrence from the Trustee and you will be notified of such changes before implementation.

3.8. SWITCHING

Switching is available between the Classes of the Fund or between a Class and other Principal Malaysia's funds (or its classes) which should be denominated in the same currency. You may contact our **Corporate & Institutional Business** at **(03) 2084 8888** for more information on the availability of switching. Please also refer to the Annexure of the respective Class for further information.

To switch, simply complete a switch request form and send to our Distributors or our head office. Currently, there is no restriction on the frequency of switches. However, we have the discretion to allow or to reject any switching into (or out of) the Fund or Class, 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).

3.8.1. Processing a switch

We process a switch as a withdrawal from one fund or class and an investment into another fund or class within Principal Malaysia's funds. If we receive a complete switch request by 4:00 p.m. on a Business Day, we will process the switch-out using the NAV per unit of the fund or class for that Business Day. If we receive the request after 4:00 p.m. on a Business Day, we will process the switch-out using the NAV per unit of the fund or class for the next Business Day (T+1).

3.9. TRANSFER FACILITY

You may transfer your units to other eligible Sophisticated Investors subject to such terms and conditions as may be stipulated in the Deed. You may be charged a Transfer Fee for each transfer. However, we may refuse to register any transfer of a unit at our absolute discretion. Please refer to the Annexure of the respective Class for further information.

3.10. COOLING-OFF PERIOD

Not applicable for corporations/institutions.

3.11. TEMPORARY SUSPENSION

We and the Trustee may temporarily suspend the dealing in units of the Class and/or Fund, subject to the GLOLA and/or the Deed. Please note that during the suspension period, there will be no NAV per unit available and hence, we will not accept any transactions for the applications, withdrawals, switches and/or transfers of units. If we have earlier accepted your request for withdrawals and switches of units, please note that there may be delay in processing those transactions and you will be notified accordingly. You will also be notified once the suspension is lifted.

3.12. DISTRIBUTION PAYMENT

Distribution policy may be different for each Class. Please refer to the Annexure of the respective Class for further information.

Depending on the distribution policy of the respective Class, distribution (if any) will be made at the end of each distribution period to the Classes according to its distribution policy. Each unit of the Class will receive the same distribution for a distribution period regardless of when those units were purchased. The distribution amount you will receive is in turn calculated by multiplying the total number of units held by a Unit holder in the Class by the cent per unit distribution amount. On the distribution date, the NAV per unit will adjust accordingly.

All distributions (if any) will be automatically reinvested into additional units in the Class at the NAV per unit on the distribution date (the number of units is rounded down to two (2) decimal places), unless written instructions to the contrary are communicated to us, in which you should have first furnished us with details of your bank account, that all distribution payment shall be paid into (the cost and expense will be borne by you). No Application Fee is payable for the reinvestment.

If units are issued as a result of the reinvestment of a distribution or other circumstance after you have withdrawn your investment from the Class, those additional units will then be withdrawn and the proceeds will be paid to you. Distribution payments will be made in MYR.

Note: Please note that we have the right to make provisions for reserves in respect of distribution of the Fund. If the income available is too small or insignificant, any distribution may not be of benefit to you as the total cost to be incurred in any such distribution may be higher than the amount for distribution. We have the discretion to decide on the amount to be distributed to you. We also have the discretion to make income distribution on an ad-hoc basis, taking into consideration the level of its realised income and/or realised gains, as well as the performance of the Fund.

3.13. UNCLAIMED MONEYS

Any moneys payable to you which remain unclaimed after twelve (12) months as prescribed by Unclaimed Moneys Act, 1965 ("UMA"), will be surrendered to the Registrar of Unclaimed Moneys by us in accordance with the requirements of the UMA. Thereafter, all claims need to be made by you with the Registrar of Unclaimed Moneys.

However, for income distribution payout to you by cheque, if any, which remain unclaimed for six (6) months will be reinvested into the Fund within thirty (30) Business Days after the expiry of the cheque's validity period based on the prevailing NAV per unit of the Fund on the day of the reinvestment in circumstances where you still holds units of the Fund. As for income distribution payout by bank transfer, if any, shall be transmitted to your valid and active bank account. If the bank transfer remained unsuccessful and unclaimed for six (6) months, it will be reinvested into the Fund within thirty (30) Business Days after the six (6) months period based on the prevailing NAV per unit on the day of the reinvestment in circumstances where you still holds units of the Fund. No Application Fee is payable for the reinvestment. In the event that you no longer hold any unit in the Fund, the distribution money would be subject to the treatment mentioned in the above paragraph as prescribed by the UMA.

Unit prices and distributions payable, if any, may go down as well as up.

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.

4. ADDITIONAL INFORMATION

4.1. FINANCIAL YEAR-END

31 December

4.2. INFORMATION ON YOUR INVESTMENT

We will send you the following:

- Monthly statement of your account showing details of transactions and distributions (if any); and
- Interim report and audited annual report showing snapshots of the Fund and details of the portfolio for the respective period reported. Both the interim report and the audited annual report will be sent to you within two (2) months of the end of the period reported.

The Fund's printed annual report is available upon request.

4.3. TERMINATION OF FUND AND/OR ANY OF THE CLASSES

Subject to the provision set out below, the Fund and/or any of the Class may be terminated or wound-up as proposed by us with the consent of the Trustee (which consent shall not be unreasonably withheld) upon the occurrence of any of the following events, by giving not less than three (3) months' notice in writing to the Unit holders as hereinafter provided (i) if any law shall be passed which renders it illegal or in the opinion of the Manager impracticable or inadvisable to continue the trust or (ii) if in our reasonable opinion it is impracticable or inadvisable to continue the Fund or Class. A Class may be terminated by Unit holders if a Special Resolution is passed at a Unit holders' meeting of that Class to terminate or wind-up that Class provided always that such termination or winding-up of that Class does not materially prejudice the interest of any other Class in that Fund.

4.4. RIGHTS, LIABILITIES AND LIMITATIONS OF UNIT HOLDERS

The money you have invested in the Fund will purchase a number of units, which represents your interest in the Fund. Each unit held by you in the Fund represents an equal undivided beneficial interest in the assets of the Fund. However, the unit does not give you an interest in any particular part of the Fund or a right to participate in the management or operation of the Fund (other than through Unit holders' meetings).

You will be recognised as a registered Unit holder of the Fund on the Business Day the details are entered onto the register of Unit holders.

Rights

As a Unit holder, you have the right, among others, to:

- inspect the register, free of charge, at any time at our registered office, and obtain such information pertaining to its units as permitted under the Deed and SC Guidelines;
- receive the distribution of the Fund (if any), participate in any increase in the capital value of the units and to other rights and privileges as set out in the Fund's Deed;
- call for Unit holders' meetings under the following circumstances, to;
 - (i) consider the most recent financial statements of the Fund;
 - (ii) require the retirement or removal of the Manager or Trustee;
 - (iii) give to the Trustee such directions as the meeting thinks proper; or
 - (iv) consider any other matter in relation to the Deed.
- vote for the removal of the Trustee or the Manager through a special resolution; and
- receive annual reports or any other reports of the Fund.

Unit holders' rights may be varied by changes to the Deed, the SC Guidelines or judicial decisions or interpretation.

Liabilities

- Your liability is limited to the purchase price per unit and Application Fee (if any) paid or agreed to be paid for a unit. You do
 not need to indemnify the Trustee or us if there is a deficiency in the assets of the Fund to meet the claim of any creditor of
 the Trustee or ours in respect of the Fund.
- Our recourse and the recourse of the Trustee and any creditor is limited to the assets of the Fund.

Limitations

You cannot:

- interfere with any of our rights or powers and/or the rights or powers of the Trustee under the Deed;
- exercise a right in respect of an asset of the Fund or lodge a caveat or other notice affecting the asset of the Fund or otherwise claim any interest in the asset of the Fund; or
- require the asset of the Fund to be transferred to you.

Note: You may refer to the Deed for full details of your rights.

4.5. DOCUMENTS AVAILABLE FOR INSPECTION

You may inspect the following documents or copies thereof in relation to the Fund (upon request) at our principal place of business and/or the business address of the Trustee (where applicable) without charge:

- The Deed:
- Information Memorandum and supplementary or replacement information memorandum, if any;
- Material contracts or documents disclosed in this Information Memorandum;
- The latest annual and interim reports of the Fund, which includes the audited financial statements of the Fund (where available) for the current financial year and for the last three (3) financials years or if less than three (3) years, from the date of launch of the Fund; and
- The audited financial statements of the Manager for the current financial year and for the last three (3) financial years or if less than three (3) years, from the date of incorporation or commencement.

4.6. POTENTIAL CONFLICTS OF INTERESTS AND RELATED-PARTY TRANSACTIONS

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 Fund is not disadvantaged. In the unlikely event that we face conflicts in respect of our duties as the Manager to the Fund and to other Principal Malaysia's funds that we manage, we are obliged to act in the best interests of all 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 Fund. We shall not make any investment for the Fund 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 Fund.

As at LPD, none of our directors and substantial shareholders has either direct or indirect interest in other 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 (formerly known as CIMB-Principal Islamic Asset Management Sdn Bhd)
		Indirect	CIMB-Mapletree Management Sdn Bhd *

Note: *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 Fund may maintain Deposits with CIMB 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.

The Trustee

As for the Trustee and service provider for the Fund, there may be related party transactions involving or in connection with the Fund in the following events:

- (1) where the Fund invests in instrument(s) 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;
- (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 (i.e. Trustee's delegate); and
- (4) where the Fund obtains financing as permitted under the SC Guidelines, from the related party of the Trustee.

The Trustee has in place policies and procedures to deal with any conflict of interest situation. 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 favourable to the Fund than an arms-length transaction between independent parties.

Subject to any local regulations, the Trustee and/or their 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 form of such contract or transaction or act in the same or similar capacity in relation to any other scheme.

4.7. INTERESTS IN THE FUND

Subject to any legal requirement, we or any of our related corporation, or any of our officers or directors, may invest in the Fund. Our directors will receive no payments from the Fund other than distributions that they may receive as a result of investment in the Fund. No fees other than the ones set out in this Information Memorandum have been paid to any promoter of the Fund, or the Trustee (either to become the trustee or for other services in connection with the Fund), or us for any purpose.

4.8. EMPLOYEES' SECURITIES DEALINGS

We have in place a policy contained in our Rules of Business Conduct, which regulates our employees' securities dealings. All of our employees are required to declare their securities trading annually to ensure that there is no potential conflict of interest between the employees' securities trading and the execution of the employees' duties to us and our customers.

5. THE MANAGER

5.1. ABOUT PRINCIPAL ASSET MANAGEMENT BERHAD

Principal Malaysia holds a Capital Markets Services License for fund management and dealing in securities restricted to unit trust under the CMSA and specialises in managing and operating unit trusts for investors, both institutional and retail. Principal Malaysia's responsibilities include managing investment portfolios by providing fund management services to insurance companies, pension funds, unit trust companies, corporations and government institutions in Malaysia. In addition, Principal Malaysia is an approved private retirement scheme provider in Malaysia. It originally commenced its operations as a unit trust company in November 1995. As at LPD, Principal Malaysia has more than 23 years of experience in the unit trust industry. The shareholders of the company are PIA and CIMB Group.

PIA is a private company incorporated in Hong Kong SAR and its principal activity is the provision of consultancy services to other PFG group of companies. PIA is a subsidiary of the PFG, which was established in 1879 and is a diversified global financial services group servicing more than 15 million customers.

CIMB Group is one of ASEAN's leading universal banking groups and is Malaysia's second largest financial services provider, by assets. It offers consumer banking, commercial banking, investment banking, Islamic banking and asset management products and services. Headquartered in Kuala Lumpur, CIMB Group is present in all 10 ASEAN nations and has market presence in China, Hong Kong SAR, India, Sri Lanka, Korea, US and UK. CIMB Group is listed on Bursa Malaysia and has a market capitalisation of approximately MYR54.6 billion, around 36,000 employees and around 800 branches, as at 31 December 2018.

The primary roles, duties and responsibilities of Principal as the Manager of the Fund include:

- maintaining a register of Unit holders;
- implementing the appropriate investment strategies to achieve the Fund's investment objective;
- ensuring that the Fund has sufficient holdings in liquid assets;
- arranging for the sale and repurchase of units;
- calculating the amount of income to be distributed to Unit holders, if any; and
- maintaining proper records of the Fund.

As at LPD, there is no litigation or arbitration proceeding current, pending or threatened against or initiated by Principal Malaysia nor are there any fact likely to give rise to any proceeding which might materially affect the business/financial position of Principal Malaysia.

5.1.1. Designated person responsible for fund management function

Name:	Patrick Chang Chian Ping
Designation:	Chief Investment Officer (CIO), Malaysia & Chief Investment Officer, Equities, ASEAN Region
Patrick Chang joined Principal Malaysia on 22 February 2016 and currently holds the positions and CIO Equities, ASEAN Region effective 1 October 2018. He comes with more than 18 year asset management. He was previously the Head of ASEAN equities at BNP Paribas Inve Malaysia where he oversees ASEAN equities for both Malaysian and offshore clients from 2012 served as Senior Vice President for Principal Malaysia where he specialized in Malaysia, ASEAN a funds. He also worked as a portfolio manager at Riggs and Co International Private Ba specializing in managing global ETF portfolios and holds the Capital Markets Services Represe	
Qualifications:	MSc Finance from City University Business School and BSc Accounting and Financial Analysis from University of Warwick, UK.

Note: For more information and/or updated information, please refer to our website at http://www.principal.com.my.

6. THE TRUSTEE

6.1. ABOUT HSBC (MALAYSIA) TRUSTEE BERHAD

HSBC (Malaysia) Trustee Berhad (193701000084 (1281-T)) 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 unit trusts and has been appointed as trustee for unit trust funds, exchange traded funds, wholesale funds and funds under private retirement scheme.

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 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 and in respect of redemption, the Trustee's responsibility is discharged once it has paid the redemption amount to the Manager.

6.1.1. Trustee's 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.

6.1.2. 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, wilful default or fraud of the Trustee.

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

6.1.4. Trustee's delegate

The Trustee has appointed the Hongkong and Shanghai Banking Corporation Ltd as the custodian of both the local and foreign assets of the Fund. For quoted and unquoted local investments of the Fund, the assets are held by HSBC Nominees (Tempatan) Sdn Bhd and/or HSBC Bank Malaysia Berhad. 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. 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.

6.1.5. Trustee's Disclosure of 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.

6.1.6. Trustee's 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 this Deed in relation to the Fund. The right to indemnity shall not extend to loss occasioned by breach of trust, wilful 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.

ANNEXURE - CLASS B

This section is only a summary of the salient information about Class B. 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 PFG, the CIMB Group and the Trustee do not guarantee the repayment of capital.

CLASS INFORMATION

	Class B	Page
Currency denomination	MYR	
Distribution policy	Monthly, depending on the availability of realised income and/or realised gains and at our discretion. We have the right to make provisions for reserves in respect of distribution of the Fund. If the income available is too small or insignificant, any distribution may not be of benefit to you as the total cost to be incurred in any such distribution may be higher than the amount for distribution. We have the discretion to decide on the amount to be distributed to you. We also have the discretion to make income distribution on an ad-hoc basis, taking into consideration the level of its realised income and/or realised gains, as well as the performance of the Fund.	11

FEES & CHARGES

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

Charges	Class B	Page
Application Fee	Nil.	4
Withdrawal Penalty	Nil.	4
Switching Fee	Switching is treated as a withdrawal from this Class and an investment into another Class or Principal Malaysia's fund (or its class). As such, you may be charged a switching fee equal to the difference (if any) between the Application Fee of this 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 a MYR100 administrative fee for each 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.	4
Transfer Fee	A maximum of MYR 50.00 may be charged for each transfer.	4
Other charges payable directly by you when purchasing or withdrawing the 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	Class B	Page
Management Fee	Up to 0.15% per annum of the NAV of the Class.	4
Trustee Fee	Up to 0.02% per annum of the NAV of the Fund.	4
Expenses directly related to Fund	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.	5
Other fees payable indirectly by you when investing in the Fund	Nil.	

Note: We may, for any reason at any time, where applicable, waive or reduce the amount of any fees (except the Trustee Fee) or other charges payable by you in respect of the Fund, 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) and for any period or periods of time at our absolute discretion.

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 or seek your approval on the amendments to the fees and charges.

TRANSACTION INFORMATION

	Class B	Page
Minimum initial investment	MYR 10 million or such other amount as we may decide from time to time.	10
Minimum additional investment	MYR 10 million or such other amount as we may decide from time to time.	10
Minimum withdrawal	MYR 10 million or such other amount as we may decide from time to time.	10
Minimum balance	1 million units or such other amount as we may decide from time to time.	10
Switching	Switching will be conducted based on the value of your investments in the Class. The minimum amount for a switch is subject to: for switching out of the Class: 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 a Class 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). You may negotiate to lower the amount for your switch with us or our Distributors.	10
Transfer	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.	11

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 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.

ANNEXURE - CLASS C

This section is only a summary of the salient information about Class C. 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 PFG, the CIMB Group and the Trustee do not guarantee the repayment of capital.

CLASS INFORMATION

	Class C	Page
Currency denomination	MYR	
Distribution policy	Monthly, depending on the availability of realised income and/or realised gains and at our discretion. We have the right to make provisions for reserves in respect of distribution of the Fund. If the income available is too small or insignificant, any distribution may not be of benefit to you as the total cost to be incurred in any such distribution may be higher than the amount for distribution. We have the discretion to decide on the amount to be distributed to you. We also have the discretion to make income distribution on an ad-hoc basis, taking into consideration the level of its realised income and/or realised gains, as well as the performance of the Fund.	11

FEES & CHARGES

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

Charges	Class C	Page
Application Fee	Nil.	4
Withdrawal Penalty	Nil.	4
Switching Fee	Switching is treated as a withdrawal from this Class and an investment into another Class or Principal Malaysia's fund (or its class). As such, you may be charged a switching fee equal to the difference (if any) between the Application Fee of this 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 a MYR 100 administrative fee for each 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.	4
Transfer Fee	A maximum of MYR 50.00 may be charged for each transfer.	4
Other charges payable directly by you when purchasing or withdrawing the 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	Class C	Page
Management Fee	Up to 0.10% per annum of the NAV of the Class.	4
Trustee Fee	Up to 0.02% per annum of the NAV of the Fund.	4
Expenses directly related to Fund	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.	5
Other fees payable indirectly by you when investing in the Fund	Nil.	

Note: We may, for any reason at any time, where applicable, waive or reduce the amount of any fees (except the Trustee Fee) or other charges payable by you in respect of the Fund, 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) and for any period or periods of time at our absolute discretion.

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 or seek your approval on the amendments to the fees and charges.

TRANSACTION INFORMATION

	Class C	Page
Minimum initial investment	MYR 150 million or such other amount as we may decide from time to time.	10
Minimum additional investment	MYR 10 million or such other amount as we may decide from time to time.	10
Minimum withdrawal	MYR 10 million or such other amount as we may decide from time to time.	10
Minimum balance	10 million units or such other amount as we may decide from time to time.	10
Switching	Switching will be conducted based on the value of your investments in the Class. The minimum amount for a switch is subject to: for switching out of the Class: 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 a Class 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). You may negotiate to lower the amount for your switch with us or our Distributors.	10
Transfer	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.	11

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 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.

ANNEXURE - CLASS D

This section is only a summary of the salient information about Class D. 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 PFG, the CIMB Group and the Trustee do not guarantee the repayment of capital.

CLASS INFORMATION

	Class D	Page
Currency denomination	MYR	
Distribution policy	Monthly, depending on the availability of realised income and/or realised gains and at our discretion. We have the right to make provisions for reserves in respect of distribution of the Fund. If the income available is too small or insignificant, any distribution may not be of benefit to you as the total cost to be incurred in any such distribution may be higher than the amount for distribution. We have the discretion to decide on the amount to be distributed to you. We also have the discretion to make income distribution on an ad-hoc basis, taking into consideration the level of its realised income and/or realised gains, as well as the performance of the Fund.	11

FEES & CHARGES

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

Charges	Class D	Page
Application Fee	Nil.	4
Withdrawal Penalty	Nil.	4
Switching Fee	Switching is treated as a withdrawal from this Class and an investment into another Class or Principal Malaysia's fund (or its class). As such, you may be charged a switching fee equal to the difference (if any) between the Application Fee of this 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 a MYR 100 administrative fee for each 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.	4
Transfer Fee	A maximum of MYR 50.00 may be charged for each transfer.	4
Other charges payable directly by you when purchasing or withdrawing the 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	Class D	Page
Management Fee	Up to 0.07% per annum of the NAV of the Class.	4
Trustee Fee	Up to 0.02% per annum of the NAV of the Fund.	4
Expenses directly related to Fund	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.	5
Other fees payable indirectly by you when investing in the Fund	Nil.	

Note: We may, for any reason at any time, where applicable, waive or reduce the amount of any fees (except the Trustee Fee) or other charges payable by you in respect of the Fund, 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) and for any period or periods of time at our absolute discretion.

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 or seek your approval on the amendments to the fees and charges.

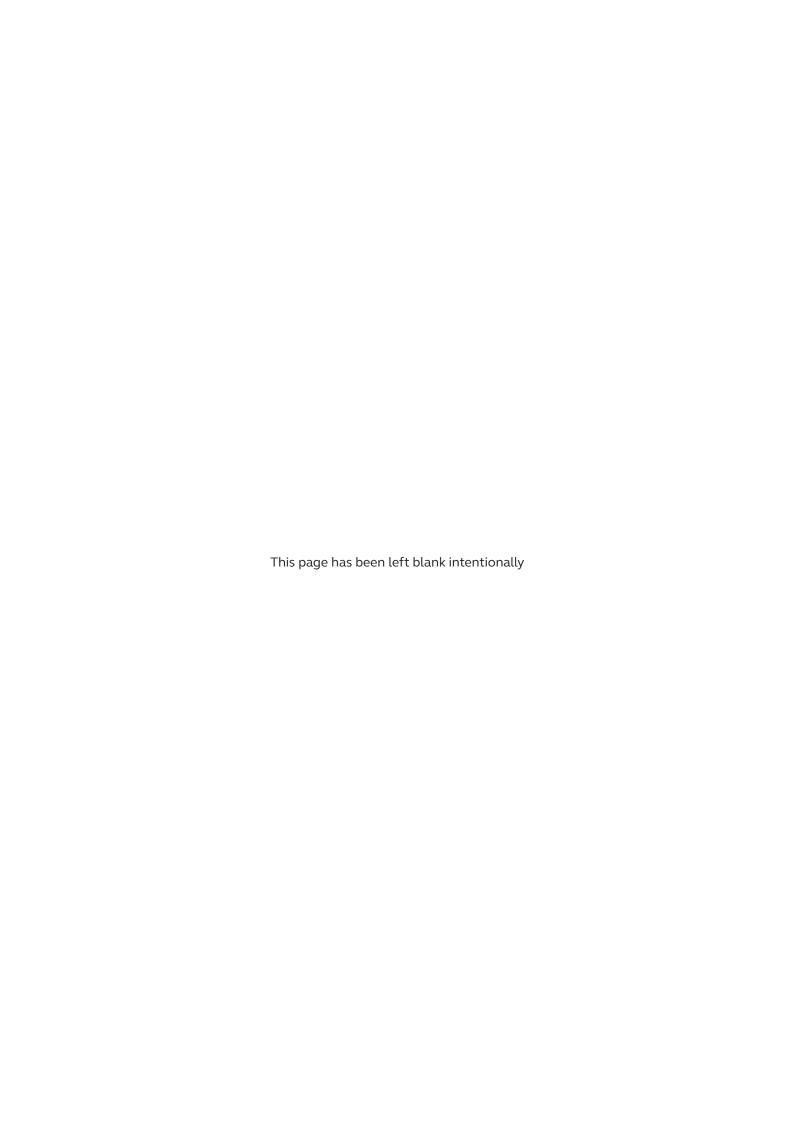
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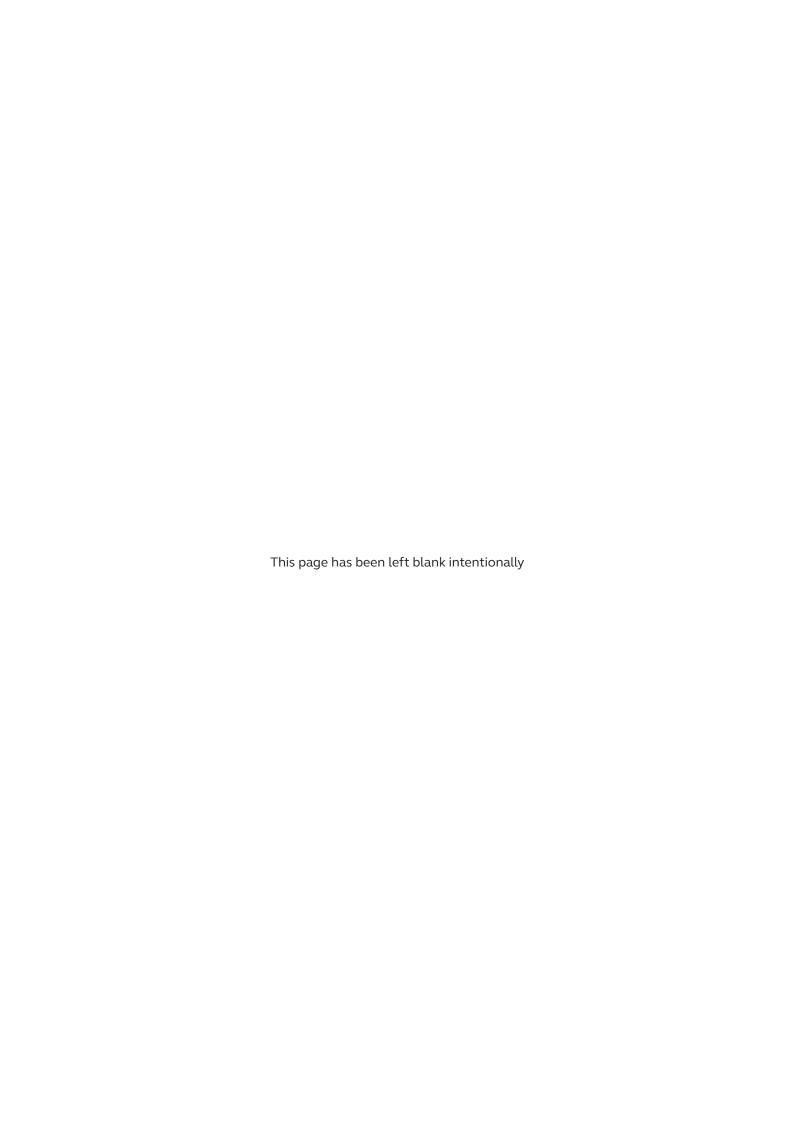
	Class D	Page
Minimum initial investment	MYR 300 million or such other amount as we may decide from time to time.	10
Minimum additional investment	MYR 10 million or such other amount as we may decide from time to time.	10
Minimum withdrawal	MYR 10 million or such other amount as we may decide from time to time.	10
Minimum balance	50 million units or such other amount as we may decide from time to time.	10
Switching	Switching will be conducted based on the value of your investments in the Class. The minimum amount for a switch is subject to: If or switching out of the Class: O the minimum withdrawal applicable to the Class; O the minimum balance required (after the switch) for the Class, unless you are withdrawing from the Class in entirety; and O the Withdrawal Penalty of the Class (if any) For switching into a Class O the minimum initial investment amount or the minimum additional investment amount (as the case may be) applicable to the Class; and O the switching fee applicable for the proposed switch (if any). You may negotiate to lower the amount for your switch with us or our Distributors.	10
Transfer	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.	11

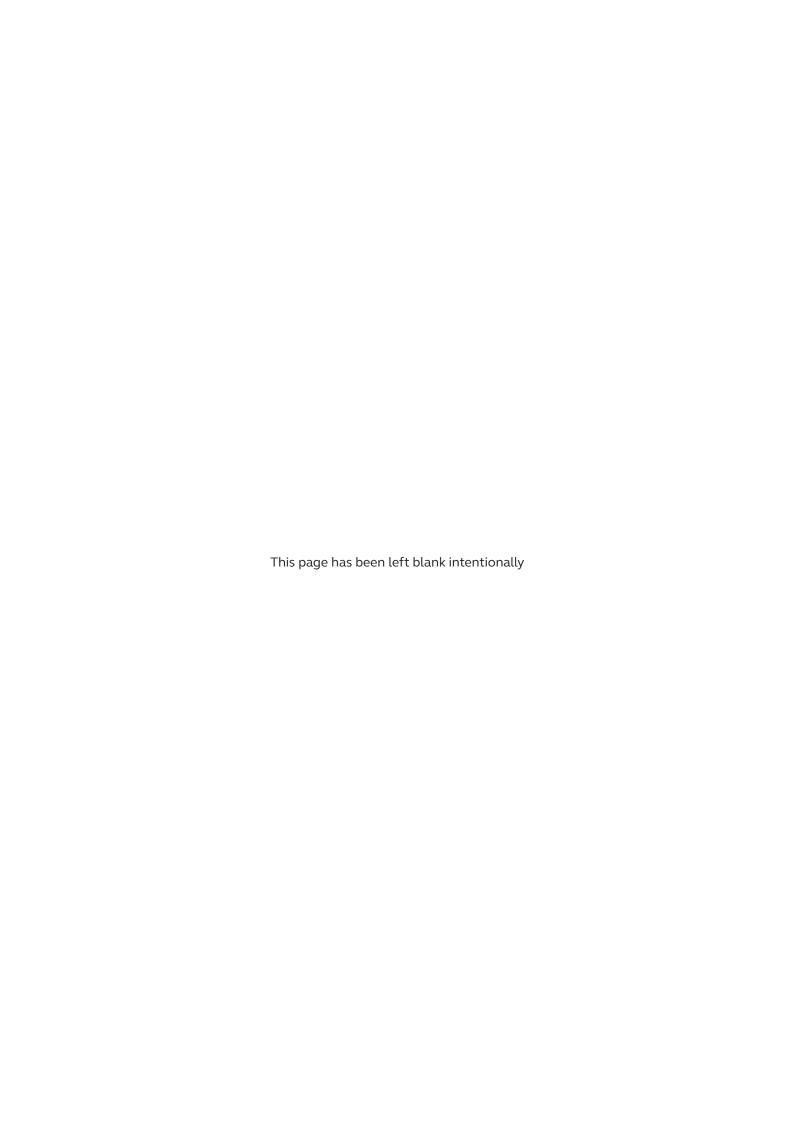
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There are fees and charges involved and you are advised to consider them before investing in the Fund.

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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