

### **Prospectus**

28 February 2023

# Principal Global Titans Fund

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

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

This is a Replacement Prospectus. This Prospectus is issued to replace and/or supersede the Prospectus Issue No. M3 of the Principal Global Titans Fund dated 1 April 2020.

This Prospectus Issue No. M4 for the Principal Global Titans Fund is dated 28 February 2023.

This Fund was constituted on 11 July 2005.

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

FOR INFORMATION CONCERNING CERTAIN RISK FACTORS WHICH SHOULD BE CONSIDERED BY PROSPECTIVE INVESTORS, SEE "RISK FACTORS" COMMENCING ON PAGE 6.

THIS 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 a Prospectus which introduces you to Principal Malaysia and the Fund. This Prospectus outlines in general the information you need to know to make an informed decision as to whether the Fund best suits your financial needs.

If you have any questions about the information in this Prospectus or would like to know more about investing in the Principal Malaysia family of unit trust funds, please call our Customer Care Centre under the "Corporate Directory" section during business hour between 8:45 a.m. and 5:45 p.m. (Malaysian time) from Mondays to Fridays.

Unless otherwise indicated, any reference in this Prospectus to any legislation, statute or statutory provision is a reference to that legislation, statute or statutory provision for the time being, as amended or re-enacted, and to any repealed legislation, statute or statutory provision which is re-enacted (with or without modification).

Any reference to a time or day in this Prospectus shall be a reference to that time or day in Malaysia, unless otherwise stated.

Please note that all references to currency amounts and NAV per unit in this Prospectus are in MYR unless otherwise indicated.

#### **PROSPECTUS DETAILS**

Issue No. M4

Prospectus Date 28 February 2023

#### RESPONSIBILITY STATEMENTS

This Prospectus has been reviewed and approved by the directors of Principal Malaysia and they collectively and individually accept full responsibility for the accuracy of the information. Having made all reasonable enquiries, they confirm to the best of their knowledge and belief, that there are no false or misleading statements, or omission of other facts which would make any statement in this Prospectus false or misleading.

#### STATEMENTS OF DISCLAIMER

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

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

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

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.

#### ADDITIONAL STATEMENTS

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

## **DEFINITIONS**

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

Application Fee - Preliminary charge on each investment.

ASEAN - Association of Southeast Asian Nations.

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 to be a non-Business Day if the Fund's investment in foreign markets which are closed for business or suspended is at least

50% of the Fund's NAV.

CIMB Group - CIMB Group Sdn. Bhd.

Class(es) - Any class of units representing similar interest in the assets of the Fund.

Class D - The Class issued by the Fund denominated in MYR and differentiated by feature such

as type of eligible investors and/or transaction methods.

Class MYR - The Class issued by the Fund denominated in MYR.

Class USD - The Class issued by the Fund denominated in USD.

CIS - Collective Investment Schemes

CMSA - Capital Markets and Services Act 2007.

Deed - The principal deed and all supplemental deed in respect of the Fund made between

us and the Trustee, in which Unit holders of the Fund agree to be bound by the

provisions of the Deed.

Deposit - Refers to placement of fixed deposit with financial institution with maturities ranging

from one (1) day to one (1) year, being 365 days or 366 days in the event of a leap

year.

Distributors - 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

IUTAs.

Eligible Market - An exchange, government securities market or an OTC market that is regulated by a

regulatory authority of that jurisdiction, that is open to the public or to a substantial number of market participants, and on which financial instruments are regularly

traded

ETF - Exchange-Traded Fund.

EPF - Employees Provident Fund.

EPF-MIS - EPF Members Investment Scheme.

e-Wallet App - Mobile application of the e-wallet that allows an individual to make electronic

transaction, which includes but not limited to Touch 'n Go e-wallet.

e-Wallet Provider - Refers to e-money issuer approved by Bank Negara Malaysia, which includes but not

limited to TNG Digital Sdn Bhd.

FIMM - Federation of Investment Managers Malaysia.

Fund or TI-GT - Principal Global Titans Fund.

GUTF - Guidelines on Unit Trust Funds issued by the SC.

IMS - Investment Management Standards issued by the Federation of Investment Managers

Malaysia.

IUTAs - Refers to Institutional Unit Trust Scheme Adviser, a corporation registered with

Federation of Investment Managers Malaysia and authorised to market and distribute

unit trust schemes of another party.

LPD - Latest Practicable Date i.e. 30 September 2022, in which all information provided

herein shall remain current and relevant as at such date.

Management Fee - A percentage of the NAV of the Class that is paid to us for managing the portfolio of

the Fund.

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 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.

Medium to long term - Refers to a period of three (3) years or more.

MSCI - Morgan Stanley Capital International.

NAV - Net Asset Value.

NAV of the Fund - The value of all the Fund's assets less the value of all the Fund's liabilities, at the

point of valuation. For the purpose of computing the annual Management Fee (if any) and annual Trustee Fee (if any), the NAV of the Fund should be inclusive of the Management Fee and Trustee Fee for the relevant day. The NAV of a Class is the NAV

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

NAV per unit - The NAV attributable to a Class divided by the number of units in circulation for that

Class, at the valuation point.

OTC - Over-the-counter.

PGI - Principal Global Investors, LLC.
PFG - Principal Financial Group Inc..

Principal Distributors - Refers to the authorised unit trust scheme consultants registered with Principal

Malaysia.

Principal Malaysia or the

Manager

- Principal Asset Management Berhad.

Principal Singapore - Principal Asset Management (S) Pte. Ltd.

Prospectus - Refers to this document issued by us describing the details of the Fund.

MYR - Malaysian Ringgit.
RSP - Regular Savings Plan.

SC - Securities Commission Malaysia.

S&P - Standard & Poor's.

Special Resolution - A resolution passed by a majority of not less than 3/4 of Unit holders voting at a

meeting of Unit holders.

For the purpose of terminating or winding up a fund or Class, a Special Resolution is passed by a majority in number representing at least 3/4 of the value of the units held

by Unit holders voting at the meeting.

Sub-Manager - A fund management company/ asset management company that assumes all/ or part

of the investment function role of the Manager. Currently, the Sub-Manager for the

Fund is Principal Singapore.

Switching Fee - A charge that may be levied when switching is done from one (1) fund or class to

another.

Transfer Fee - A nominal fee levied for each transfer of units from one (1) Unit holder to another.

Trustee - 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 for the Fund.

UCITS - An "undertaking for collective investment in transferable securities" within the

meaning of points a) and b) of Article 1(2) of the UCITS IV Directive.

UCITS IV Directive - Directive 2009/65/EC of the European Parliament and of the Council of 13 July 2009,

as amended, on the coordination of laws, regulations and administrative provisions

relating to UCITS.

UK - United Kingdom.

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

(where permitted) so registered.

US or USA - United States of America.
USD - United States Dollar.

Withdrawal Fee - A charge levied upon withdrawal under certain terms and conditions (if applicable).

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

## **CORPORATE DIRECTORY**

#### The Manager

Principal Asset Management Berhad

#### **Business address**

10th Floor Bangunan CIMB Jalan Semantan Damansara Heights 50490 Kuala Lumpur Tel: (603) 2084 8888

#### Registered address

8th Floor Bangunan CIMB Jalan Semantan Damansara Heights 50490 Kuala Lumpur MALAYSIA

Tel: (603) 2084 8888

#### **Customer Care Centre**

Ground Floor Bangunan CIMB
Jalan Semantan
Damansara Heights
50490 Kuala Lumpur MALAYSIA
Tal
(03) 7723 726

Tel : (03) 7723 7260 Fax : (03) 7718 3003 Whatsapp : (6016) 299 9792

#### Website

www.principal.com.my

#### E-mail

service@principal.com.my goinvest@principal.com.my (for Class D only)

#### Sub-Manager

Principal Asset Management (S) Pte. Ltd.

#### **Business/Registered address**

50, Raffles Place #22-03A&B Singapore Land Tower Singapore 048623 Tel: (65) 6390 0800

Website: www.principal.com.sg

#### The Trustee

HSBC (Malaysia) Trustee Berhad

#### **Business/Registered address**

Level 19, Menara IQ, Lingkaran TRX, 55188 Tun Razak Exchange, Kuala Lumpur, MALAYSIA. Tel: (603) 2075 7800

Fax: (603) 8894 2611

Email: fs.client.services.myh@hsbc.com.my

Note: You may refer to our website for an updated information on our details.

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## 1. FUND INFORMATION

#### 1.1. PRINCIPAL GLOBAL TITANS FUND

Fund Category/Type : Equity / Growth

Investment Objective : To grow the value of Unit holders' investments over the Medium to long term in an equity fund

that invests in the global titans market of the US, Europe and Japan with an exposure to

Malaysian equities market to balance any short term volatilities.

Any material change to the investment objective of the Fund would require your approval.

Benchmark : The benchmark of the Fund is a composite comprising 42% S&P 500 + 36% MSCI Europe + 12%

MSCI Japan + 10% CIMB Bank 1-Month Fixed Deposit Rate\* for performance comparison. The weightage to the three (3) global titans market is reflective of their relative world market

capitalization.

Information on the S&P 500 can be obtained from www2.standardandpoors.com

Information on the MSCI Indices can be obtained from www.mscibarra.com/products/indices Information on the CIMB Bank 1-Month Fixed Deposit Rate can be obtained from

www.cimbbank.com.my

Alternatively, Information on the composite benchmark is also available in our monthly fund

fact sheets and can be obtained from www.principal.com.my.

**Note**: The benchmark is customised as such to align it closer to the structure of the portfolio and the objective of the Fund. Thus, investors are cautioned that the risk profile of the Fund is higher

than investing in fixed deposits.

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 also refer to page 19 for information on the

distribution payment.

#### **Base Currency & Classes**

The base currency of the Fund is MYR.

Please note that the Fund is established as a multi-class fund 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 shall have the same rights and obligations. Each Class may be different in terms of currency denomination, fees and charges and hence, will have its respective NAV per unit, denominated in its respective currency 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 **www.principal.com.my**. When in doubt, you should consult 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 MYR	18 July 2005	N/A	N/A
Class USD	25 January 2017	N/A	N/A
Class D	28 April 2023 <sup>Note 1</sup>	1 day which is on the launch date	MYR 1.0000

Note 1 The launch date shall be the date disclosed above or such other date as may be determined by us at our discretion. Any change to the launch date will be published on the website at www.principal.com.my prior to the launch date and thereafter, a supplemental prospectus will be issued to inform investors of the revised launch date.

#### Investment Policy and Principal Investment Strategy

The Fund will invest at least 50% of its NAV in at least three (3) CIS, subject to a maximum of 98% of its NAV. The Fund may invest in Malaysian securities but only up to 50% of its NAV. The Fund seeks to give investors a broad exposure to three (3) major global developed markets. This will be achieved by investing in CIS which invest into these three (3) markets (US, Europe and Japan). The Fund will at all times be invested in the CIS, each covering separate geographic regions thus providing diversification and allowing a greater spread of risk. The allocation between the CIS is done through a combination of macroeconomic data, liquidity trends and the outlook to overweight or underweight a particular CIS. This enables the Fund to

exploit the investment opportunities provided by developed economies, which are not found in the emerging markets. With effect from 28 February 2023, the Fund may also invest in companies that are listed in any Eligible Market globally with some operations or businesses in Malaysia, US, Europe, or Japan to capture growth opportunities.

The asset allocation strategy for this Fund is as follows:

- between 50% to 98% (both inclusive) of the Fund's NAV in CIS with exposure in US, Europe and Japan; and
- investments in Malaysian securities: up to 50% of the Fund's NAV.

The CIS that the Fund invested in includes but not limited to the **PGI Funds European Equity Fund** which aims to provide capital growth over Medium to long term through investment in equity securities of companies domiciled or with their core business in Europe (including Eastern Europe).

The choice for the PGI Funds European Equity Fund is due to PGI's ability to provide the following:

- 1) Exposure to investment opportunities in developed markets such as Europe.
- 2) PGI possesses good track records and generally, the PGI Fund European Equity Fund is able to outperform its benchmark.
- 3) Ride on the expertise of our shareholder, PFG.

PGI Funds European Equity Fund is a UCITS Umbrella Unit Trust established under the laws of Ireland. The manager of the fund is Principal Global Investors (Ireland) Limited which was incorporated in Ireland on 22 March 1999 and is ultimately a whollyowned subsidiary of PFG. PGI is the investment advisers of the funds. PFG, through its subsidiaries, is a shareholder of Principal Malaysia.

We have appointed Principal Singapore, a company incorporated in Singapore, as the Sub-Manager of the Fund. The Sub-Manager will be responsible for investing and managing the Fund in accordance with the investment objective and within the investment restrictions. Nevertheless, we are equally responsible for the investments of the Fund. All costs of this appointment will be borne by us to ensure no additional fee is levied on the Unit holders. The Sub-Manager will actively decide on the asset allocation between the US, Europe and Japan, based on the outlook of the different geographical markets as well as domestic interest rate trends. Based on the Sub-Manager's global outlook on the economy and financial markets generally, as well as relative market valuation, the Sub-Manager may also invest in Malaysian securities in order to balance any short-term volatilities. The Sub-Manager may opt to invest in Malaysian securities either directly or via CIS.

The Sub-Manager reserves the right to change the asset allocation and/or the investment strategy (including, but not limited to the investment in foreign mutual funds), provided that the changes are at all times in accordance with the objectives of the Fund.

As part of its risk management strategy, the Sub-Manager may vary the Fund's asset allocation in the CIS between 50%-98% in line with its outlook. In addition, the Fund is constructed and managed within pre-determined guidelines. The Sub-Manager employs an active asset allocation strategy depending upon the equity market expectations. Where appropriate, the Sub-Manager will also employ an active trading strategy in managing the Fund.

The Fund adopts a liquidity risk management framework which sets out the governance standards, methodology and process for the oversight and management of liquidity risk. The framework outlines the responsibilities to assess and monitor liquidity risk of the Fund, and to ensure appropriate measures are taken to mitigate the risk. The liquidity risk management framework that we have put in place is as follows:

- Regular review by the designated fund manager on the Fund's investment portfolio to maintain its liquidity level.
- Periodic assessments are carried out on the Fund's liquidity profile (under both normal and stress market conditions) and
  on the concentration of unitholders. These assessments allow the Fund to be proactively managed to mitigate liquidity
  concerns that may arise in the ordinary course of portfolio management as well as in relation to the Fund's ability to meet
  unitholders' withdrawal requests.
- Suspension of withdrawal requests due to exceptional circumstances e.g. a substantial part of the Fund's asset value cannot be (accurately) determined. During the suspension period, withdrawal requests will not be accepted and in the event we have earlier accepted the withdrawal requests prior to the suspension is declared, the withdrawal requests will be dealt on the next Business Day once the suspension is lifted. The action to suspend withdrawal requests from Unit holders shall be exercised only as a last resort by the Manager.

Note: Please refer to Section 3.11 for more information.

In response to adverse conditions and as part of its risk management strategy, the Sub-Manager may from time to time reduce its proportion of higher risk assets, such as equities and increase its asset allocation to lower risk assets, such as debentures and liquid assets, to safeguard the investment portfolio of the Fund provided that such investments are within the investment objective of the Fund. When deemed necessary, the Sub-Manager may also utilize derivative instruments subject to the GUTF, which include but not limited to options, futures contracts, forward contracts and swaps for the purpose of hedging.

If the Fund is an EPF-MIS approved fund, investments made by the Fund will be subject to the EPF's requirements. Please note that there may be changes to the status of the eligibility of the Fund under the EPF-MIS from time to time. You may refer to our website at **www.principal.com.my** or **www.kwsp.gov.my** for updated information.

#### 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 the absolute discretion as to how the assets of the Fund are to be invested. The following types of investments permitted for the Fund, which are in line with the Fund's objective, include but are not limited to:

- Equities, debentures and warrants traded in or under the rules of an Eligible Market;
- Unlisted securities including securities not listed or quoted on a stock exchange but have been approved by the relevant regulatory authority for such listing or quotation and are offered directly to the Fund by the issuer;
- Deposits and money market instruments;
- Derivative instruments, including but not limited to options, futures contracts, forward contracts and swaps for the purpose of hedging;
- All types of CIS that is in line with the Fund's objective;
- Structured products; and
- Any other form of investments as may be permitted by the SC from time to time.

The formulation of the investment policy and strategy of the Fund is based on the objective of the Fund after taking into consideration the regulatory requirements outlined in the GUTF, with such exemptions or variations (if any) as permitted by the SC.

#### 1.3. INVESTMENT RESTRICTIONS AND LIMITS

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

#### **Exposure Limit**

- (1) The aggregate value of the Fund's investment in the following:
  - (a) transferable securities that are not traded or dealt in or under the rules of an Eligible Market;
  - (b) CIS that do not comply with (6)(a), (b) and (c) under Investment Spread Limits; and
  - (c) other securities i.e. unlisted securities and investment notes,

must not exceed 15% of the Fund's NAV, subject to a maximum limit of 10% of the Fund's NAV in a single issuer or single CIS, as the case may be.

#### Investment spread limits

- (2) the value of the Fund's investment in ordinary shares issued by any single issuer must not exceed 10% of the Fund's NAV;
- (3) the value of the Fund's investments in transferable securities and money market instruments issued by any single issuer must not exceed 15% of the Fund's NAV ("single issuer limit"). In determining the single issuer limit, the value of the Fund's investments in instruments in (1) issued by the same issuer must be included in the calculation;
- (4) the value of the Fund's placement in Deposits with any single institution must not exceed 20% of the Fund's NAV;
- (5) the aggregate value of the Fund's investments in transferable securities, money market instruments, Deposits, underlying assets of derivatives and counterparty exposure arising from the use of OTC derivatives must not exceed 25% of the Fund's NAV Note 1 ("single issuer aggregate limit"). In determining the single issuer aggregate limit, the value of the Fund's investments in (1) issued by the same issuer must be included in the calculation;
- (6) the value of the Fund's investment in units/shares of a CIS must not exceed 20% of the Fund's NAV Note 2, provided that the CIS complies with the following conditions:
  - (a) A CIS authorised or recognised by the SC; or
  - (b) A CIS that meets the following criteria:
    - (i) The CIS is constituted and regulated in a jurisdiction where the laws and practices provide the level of investor protection that is at least equivalent to that offered in Malaysia;
    - (ii) The rules on investments, borrowing and lending are substantially similar to the requirements in these Guidelines. This would exclude hedge funds;
    - (iii) The assets of the CIS are managed by an entity which is approved, authorised or licensed by a securities regulator to conduct fund management activities; and
    - (iv) The business of the CIS is reported in half-yearly and annual reports to enable an assessment to be made of the assets and liabilities, income and operations over the reporting period; or
  - (c) A CIS that meets the following criteria:
    - (i) The CIS invests in:
      - permitted investments that comply with the GUTF,
      - physically-backed metal ETF that comply with the following:
        - a. The assets of the physically-backed metal ETF, i.e. the physical metal, is held in trust and is segregated from the assets of the manager, sponsor, trustee or custodian; and
        - b. The physically-backed metal ETF adopts a passive management strategy with the objective of tracking the price of the metal; or
      - real estate;
    - (ii) The CIS meets the criteria imposed on transferable securities as following:

- The maximum potential loss which the Fund may incur as a result of the investment is limited to the amount paid for it;
- The investment is liquid, and will not impair the Fund's ability to satisfy its redemption and other payment commitments:
- The investment is subject to reliable and verifiable valuation on a daily basis; and
- There is appropriate information available to the market on the investment;
- (iii) The units or shares in the CIS are listed for quotation and traded on a stock exchange that is an eligible market; and
- (iv) The CIS is not an inverse or leveraged product; or
- (d) A CIS that does not comply with the above, but subject to the exposure limit stipulated in this section;
- (7) The value of the Fund's investments in units or shares of a CIS that invests in real estate pursuant to 6(c) must not exceed 15% of the Fund's NAV.
- (8) the value of the Fund's investment in transferable securities and money market instruments issued by any group of companies must not exceed 20% of the Fund's NAV ("group limit"). In determining the group limit, the value of the Fund's investments in instruments in (1) issued by the issuers within the same group of companies must be included in the calculation.
- (9) For investments in derivatives (including for hedging purpose):
- the Fund's global exposure from derivatives positions should not exceed the Fund's NAV.
- the exposure to the underlying assets must not exceed the investment spread limits stipulated in the GUTF; and
- the maximum exposure of the Fund's OTC derivative transaction with the counter-party calculated based on the method below must not exceed 10% of the Fund's NAV;
- the counter-party of an OTC derivative is a financial institution with a minimum long-term credit rating of investment grade (including gradation and subcategories); and
- where the underlying instrument of a derivative is a commodity, such derivative must be settled in cash at all times.

#### Calculation of exposure to counterparty of OTC derivatives

- (a) The exposure to a counterparty of an OTC derivative must be measured based on the maximum potential loss that may be incurred by the Fund if the counterparty defaults and not on the basis of the notional value of the OTC derivative.
- (b) The total exposure to a single counterparty is calculated by summing the exposure arising from all OTC derivative transactions entered into with the same counterparty

#### The global exposure of the Fund is calculated based on the following:

#### Commitment approach

The global exposure of the Fund to derivatives is calculated as the sum of the:

- absolute value of the exposure of each individual I derivative not involved in netting or hedging arrangements;
- absolute value of the net exposure of each individual derivative after netting or hedging arrangement; and
- the values of cash collateral received pursuant to:
- (i) the reduction of exposure to counterparties of OTC derivatives; and
- (ii) efficient portfolio management techniques relating to securities lending and repurchase transactions (if applicable).

#### Netting arrangements

Netting arrangements may be taken into account to reduce the Fund's exposure to derivatives.

The Fund may net positions between:

- (a) derivatives on the same underlying constituents, even if the maturity dates are different; or
- (b) derivatives and the same corresponding underlying constituents, if those underlying constituents are transferable securities, money market instruments, or units or shares in collective investment schemes.

#### Hedging arrangements

Hedging arrangements may be taken into account to reduce the Fund's exposure to derivatives.

The marked-to-market value of transferable securities, money market instruments, or units or shares in collective investment schemes involved in hedging arrangements may be taken into account to reduce the exposure of the Fund to derivatives.

#### The hedging arrangement must:

- (a) not be aimed at generating a return;
- (b) result in an overall verifiable reduction of the risk of the Fund;
- (c) offset the general and specific risks linked to the underlying constituent being hedged;
- (d) relate to the same asset class being hedged; and
- (e) be able to meet its hedging objective in all market conditions.

#### **Exceptions to investment spread limits**

Government and other public securities or money market instruments

(10) The single issuer limit in (3) may be raised to 35% of the fund's NAV if the issuing entity is, or the issue is guaranteed by, either a foreign government, foreign government agency, foreign central bank or supranational, that has a minimum long-term credit rating of investment grade (including gradation and subcategories) by an international rating agency.

(11) Where the single issuer limit is increased to 35% of the Fund's NAV, the single issuer aggregate limit in (5) may be raised, subject to the group limit in (8) not exceeding 35% of the Fund's NAV.

#### Deposits

- (12) The single financial institution limit in (4) does not apply to placements of Deposits arising from:
  - (a) Subscription monies received prior to the commencement of investment by the Fund;
  - (b) Liquidation of investments prior to the termination or maturity of the Fund, where the placement of Deposits with various financial institutions would not be in the best interests of Unit holders; or
  - (c) Monies held for the settlement of redemption or other payment obligations, where the placement of Deposits with various financial institutions would not be in the best interests of Unit holders

#### Note 1:

On 14 July 2005, we have obtained the approval from the SC for a variation to Clause 2.0(2) of Schedule C – Appendix 1 of the GUTF which allow the Fund to invest more than 15% of the Fund's NAV in the securities/instruments of any single issuer.

However, following the revised GUTF dated 21 December 2021, the variations should read as following:

We have obtained approval from the SC for a variation to Clause 7 of Schedule B of the GUTF which allows the Fund to invest more than 25% of the Fund's NAV in securities/instruments of any single issuer.

#### Note 2:

On 17 June 2005, we have obtained the approval from the SC for a variation to Clause 1.0(3) of Schedule C – Appendix 1 of the GUTF which allow the Fund to invest more than 10% of the Fund's NAV in other CIS.

However, following the revised GUTF dated 21 December 2021, the variations should read as following:

We have obtained the approvals from the SC for a variation to Clause 8 and 9 of Schedule B to the GUTF which allows the Fund to invest more than 20% of the Fund's NAV in other CIS.

#### Investment concentration limits

- (13) the Fund's investments in shares or securities equivalent to shares must not exceed 10% of the shares or securities equivalent to shares issued by any single issuer;
- (14) the Fund's investments in debentures must not exceed 20% of the debentures issued by any single issuer. This limit may be disregarded at the time of acquisition if at that time of acquisition the gross amount of debt securities in issue cannot be determined:
- (15) the Fund's investments in money market instruments must not exceed 10% of the instruments issued by any single issuer. This limit does not apply to money market instruments that do not have a pre-determined issue size;
- (16) the Fund's investments in CIS must not exceed 25% of the units/shares in the CIS.

#### Minimum requirement for liquid assets

Liquid assets include Deposits with licensed financial institutions, money market instruments and debentures with a remaining maturity of less than one (1) year. They Fund may hold a minimum of 2.00% of its NAV (or such other amount agreed by both the Manager and the Trustee from time to time) in liquid assets.

In respect of any restrictions and limits, the GUTF provides that any breach of the restrictions and limits due to appreciation or depreciation of the Fund's investments, repurchase of units or payment made out of the Fund, or change in capital of a corporation in which the Fund has invested in, or downgrade in or cessation of a credit rating need not be reported to the SC but we must rectify as soon as practicable within three (3) months from the date breach unless stated otherwise in the GUTF. However, the three-month period may be extended if it is in the best interest of Unit holders and Trustee's consent is obtained. Such extension must be subject to at least a monthly review by the Trustee.

#### 1.4. APPROVALS AND CONDITIONS

On 14 July 2005, we have obtained the approval from the SC for a variation to Clause 2.0(2) of Schedule C – Appendix 1 of the GUTF which allow the Fund to invest more than 15% of the Fund's NAV in the securities/instruments of any single issuer.

However, following the revised GUTF dated 21 December 2021, the variations should read as following:

We have obtained approval from the SC for a variation to Clause 7 of Schedule B of the GUTF which allows the Fund to invest more than 25% of the Fund's NAV in securities/instruments of any single issuer.

On 17 June 2005, we have obtained the approval from the SC for a variation to Clause 1.0(3) of Schedule C – Appendix 1 of the GUTF which allow the Fund to invest more than 10% of the Fund's NAV in other CIS.

However, following the revised GUTF dated 21 December 2021, the variations should read as following:

We have obtained the approvals from the SC for a variation to Clause 8 and 9 of Schedule B to the GUTF which allows the Fund to invest more than 20% of the Fund's NAV in other CIS.

#### 1.5. FINANCING

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

#### 1.6. SECURITIES LENDING

Where practicable, the Fund may participate in the lending of securities within the meaning of the Guidelines on Securities Borrowing and Lending issued by the SC when we find it appropriate to do so with a view of generating additional income for the Fund with an acceptable degree of risk.

The lending of securities is permitted under the Deeds and must comply with the above mentioned as well as with the relevant rules and directives issued by Bursa Malaysia, Bursa Malaysia Depository Sdn. Bhd. and Bursa Malaysia Securities Clearing Sdn. Bhd.

#### 1.7. RISK FACTORS

#### 1.7.1. GENERAL RISKS OF INVESTING IN A UNIT TRUST FUND

Any investment carries with it an element of risk. Therefore, prior to making an investment, you should consider the following risk factors in addition to the other information set out in this Prospectus.

#### Returns and capital 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 investment objective will be achieved. You should also note that the fund is neither a capital guaranteed fund nor a capital protected fund. However, we reduce this risk by ensuring diligent management of the assets of the fund based on a structured investment process.

#### Market risk

This 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 repayments. In the event units are used as collateral and, if the prices of units fall below a certain level due to market conditions, you may be required to pay additional amounts on top of your existing instalment. If you fail to do so within the time prescribed, your units may be sold at an unfavourable price and the proceeds thereof will be used towards the settlement of your financing.

#### Liquidity risk

Liquidity risk refers to the ease of liquidating an asset without causing market dislocation. This depends on the supply and demand as well as the asset's volume or amount traded in the market. If the Fund holds assets that are illiquid, or are difficult to dispose of, the value of the Fund and consequently the value of unitholders' investment in the fund, will be negatively affected when the fund has to sell such assets at unfavourable prices. In the case where the Fund is invested into unlisted CIS, the Fund may be negatively impacted due to liquidity policy applied by the CIS (e.g. suspension during exceptional situations).

#### 1.7.2. SPECIFIC RISKS ASSOCIATED WITH THE INVESTMENT PORTFOLIO OF THE FUND

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

#### Stock specific risk

Prices of a particular stock may fluctuate in response to the circumstances affecting individual companies such as adverse financial performance, news of a possible merger or loss of key personnel of a company. Any adverse price movements of such stock will adversely affect the Fund's NAV.

#### Country risk

Investments of the Fund in any country may be affected by changes in the economic and political climate, restriction on currency repatriation or other developments in the law or regulations of the countries in which the Fund invests in. For example, the deteriorating economic condition of such countries may adversely affect the value of the investments undertaken by the Fund in those affected countries. This in turn may cause the NAV of the Fund to fall.

#### **Currency risk**

There are two (2) levels of currency risk associated with the investment of this Fund:

#### Currency risk at the Fund's portfolio level

As the investments of the Fund may be denominated in currencies other than the base currency of the Fund, any fluctuation in the exchange rate between the base currency of the Fund and the currencies in which the investments are denominated may have an impact on the value of these investments. You should be aware that if the currencies in which the investments are denominated in depreciate against the base currency of the Fund, this will have an adverse effect on the NAV of the Fund and vice versa. You should note that any gains or losses arising from the fluctuation in the exchange rate may further increase or decrease the returns of the investment.

#### Currency risk at the Class level

You should be aware that the currency risk is applicable to Class(es) which is denominated in a different currency other than the base currency of the Fund. The impact of the exchange rate movement between the base currency of the Fund and the currency denomination of the respective Class(es) may result in depreciation of the value of your holdings as expressed in the currency denomination of the respective Class(es).

You should realise that currency risk is considered as one of the major risks due to the volatile nature of the foreign exchange market. When deemed necessary, we may utilize derivative instruments, subject to prevailing GUTF, to hedge currency risk. If the Fund utilizes derivative for hedging against the base currency of the Fund, you should note that as a result of hedging, the Fund will not be able to enjoy the full benefits of currency movement in the event of a favourable movement of currency.

#### Risk associated with investing in CIS

Since the Fund may invest into CIS, there is a risk of concentration into CIS, in which the CIS's management company has absolute discretion over the CIS's investment technique and knowledge, operational controls and management. In the event of mismanagement of the CIS and/or the management company, the NAV of the Fund, which invests into those CIS would be affected negatively. Should the situation arise, we will seek for an alternative CIS that is consistent with the objective of this Fund.

#### 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 securities, money market instruments and/or places in 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 securities, 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 the 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.

#### 1.7.3. RISKS ASSOCIATED WITH INVESTMENT IN CLASS D

#### Cyber security risk

This is the risk arising from cyber-attack on e-Wallet App. Should the e-Wallet App be compromised, it may result in unauthorised transactions pertaining to the Fund. Further to that, your investment-related information and personal data may be leaked. All transactions through e-Wallet App and/or the Fund may be temporarily suspended, in which you may not be able to transact through e-Wallet App or in the Fund due to cyber-attack.

#### Functionality risk

This is the risk that the e-Wallet App does not operate as intended due to factors including but not limited to connectivity and interface issues. If the e-Wallet App does not function as expected, your transaction through the e-Wallet App may not be correctly processed and/or completed.

#### Risk associated with discontinuation risk on e-Wallet Provider

As all the transactions are done through e-Wallet App developed by the e-Wallet Provider, the continuous operation of the e-Wallet Provider is crucial. The discontinuation of services provided by e-Wallet Provider may be due to but not limited to revocation of the license. Should such event happen, withdrawal from the Fund may be delayed.

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 an investment in a unit trust fund may be exposed to other risks from time to time. If in doubt, you should consult 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 Classes.

#### 2.1.1. Application Fee

When applying for units of a Class, you may be charged an Application Fee based on the NAV per unit of the respective Class. Please refer to the Annexure of the respective Class for further information. If you invest via EPF-MIS (where available), you may be charged an Application Fee of up to 3.00% of the NAV per unit, or such other rate as may be determined by the EPF.

Below is an illustration on how the Application Fee is calculated

	Class ABC	Class XYZ
	(Denominated in USD)	(Denominated in MYR)
Investment amount	USD 10,000	MYR 10,000
NAV per unit	USD 1.0000	MYR 1.0000
Application Fee (NAV per unit)	5.5%	5.5%
Units issued to Unit holder		
= <u>Investment amount</u>	= <u>USD 10,000.00</u>	= <u>MYR 10,000.00</u>
NAV per unit	USD 1.0000	MYR 1.0000
	= 10,000 Units	= 10,000 Units
Application Fee per Unit		
= NAV per unit x Application Fee (%)	= USD 1.0000 x 5.5%	= MYR 1.0000 x 5.5%
	= USD 0.055	= MYR 0.055
Total Application Fee	= 10,000 Units x USD 0.055	= 10,000 Units x MYR 0.055
	= USD 550.00	= MYR 550.00

**Note:** Please note that the above example is for illustration purpose only. Please refer to the Annexure of the respective Class for the Application Fee applicable to the Class. The Application Fee (if any) imposed will be rounded to two (2) decimal places.

#### 2.1.2. Dilution Fee

The Fund does not charge dilution fee. However, the target fund that the Fund invests in may apply anti-dilution levy.

Dilution fee is an allowance for fiscal and other charges that is added to (for application for units) or deducted from (for redemption of units) the net asset value per unit to reflect the costs of investing application monies in or cost of disposal of the underlying assets of the target fund. The dilution fee is intended to be used to ensure that all investors in the target fund are treated equitably by allocating transaction costs to the investors whose transactions give rise to those costs. If the target fund apply anti-dilution levy, the Fund may invest into the target Fund with an adjusted NAV per unit.

#### 2.1.3. Withdrawal Fee

Nil.

#### 2.1.4. Switching Fee

Switching is treated as a withdrawal from a Class and an investment into another Class or Principal Malaysia's fund (or its class(es)). 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 class(es)) to be switched into has a lower Application Fee. In addition, you may be charged administrative fee for each switch. Please refer to the Annexure of the respective Class for further information.

#### 2.1.5. Transfer Fee

A Transfer Fee may be charged for each transfer. Please refer to the Annexure of the respective Class for further information.

#### 2.2. FEES AND EXPENSES

All fees and expenses of the Fund will generally be apportioned to each Class currently available for sale based on the MCR except for those that is related to the specific Class only, such as, the costs and/or benefits from currency hedging of the respective Classes and the cost of Unit holders meeting held in relation to the respective Class. If in doubt, you should consult professional advisers for a better understanding.

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

#### 2.2.1. Management Fee

Please note that the 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 of 1.80% per annum and MYR 150 million each for both Class ABC and Class XYZ:-

		Class ABC (Denominated in USD) (Base currency in MYR)	Class XYZ (Denominated in MYR) (Base currency in MYR)
1.	Management Fee	1.80% per annum	1.80% per annum
2.	NAV of the class	MYR 150 million	MYR 150 million
3.	Management Fee for the day		
	= NAV of the class x	= MYR 150 million x 1.80%/365	= MYR 150 million x 1.80%/365
	Management Fee rate for the class (%)/365 days	= MYR 7,397.26	= MYR 7,397.26

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

When the Fund invests in ETFs or other CIS managed by Principal Malaysia:

- all initial charges on those ETFs or other CIS must be waived; and
- Management Fee must only be charged once, either at the Fund level or the ETF or other CIS level.

#### 2.2.2. Trustee Fee

Please note that the Trustee Fee (including local custodian fee but excluding foreign sub-custodian fee and charges) charged to the Fund is based on the NAV of the Fund. The Trustee Fee shall be accrued daily and paid monthly.

The Trustee Fee is up to 0.07% per annum for the Fund.

Below is an illustration on how the Trustee Fee is calculated, assuming the NAV of the Fund is MYR 150 million:-

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

= MYR 150 million x 0.07% per annum / 365 days

= MYR 287.67

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. The major expenses recoverable directly from the Fund include:

- expenses incurred in the sale, purchase, insurance, custody and any other dealings of investments including commissions/fees paid to brokers and costs involved with external specialists approved by the Trustee in investigating and evaluating any proposed investment;
- (where the foreign custodial function is delegated by the Trustee), charges/fees paid to the sub-custodian;
- expenses incurred in the printing of, the purchasing of stationery and postage for the annual and interim reports;
- tax and other duties imposed by the government and other authorities and bank fees;
- tax agent's and auditor's fees and expenses;
- fees incurred for the fund valuation and accounting of the Fund performed by a fund valuation agent;
- costs incurred in modifying the Deeds for your benefit;
- cost of convening and holding meetings of Unit holders (other than those convened for our or the Trustee's benefit);
- all costs, bank charges and expenses related to income distribution of the Fund; for example, postage and printing of all cheques, statements and notices to Unit holders of the Fund; and
- remuneration and out of pocket expenses of the person(s) undertaking the oversight functions of the Fund, unless we
  decide to bear the same.

Expenses not authorised by the Deed must be paid by us or the Trustee out of our own funds 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 stipulates the maximum rate in percentage terms that can be charged. Should the Fund invest into units of other CIS that are managed by us or our related corporation, we will ensure that all initial charges are waived and there is no double charging of management fees. All expenses of the Fund will generally be apportioned to each Class currently available for sale based on the MCR except for those that are related to the specific Class only, such as, the costs and/or benefits from currency hedging of the respective Classes and the cost of Unit holders meeting held in relation to the respective Class. If in doubt, you should consult your professional advisers for a better understanding.

Subject always to the provisions of the Deed and GUTF, we reserve our sole and absolute discretion without providing any reason whatsoever and at any time to amend, vary, waive and/ or reduce the fees and charges (except for the Trustee Fee), whether payable by the Fund or Class, payable by you to the Fund or Class or payable by any other investors to the Fund.

We may for any reason and at any time, waive or reduce: (a) any fees (except for the Trustee Fee); (b) other charges payable by you to the Fund; and/or (c) transactional values including but not limited to the units or amount, for any Unit holder and/or investments made via any distribution channels or platform.

#### 2.3. REBATES AND SOFT COMMISSIONS

We, the Sub-Manager and the Trustee (including their officers) will not retain any form of rebate from, or otherwise share in any commission with, any broker or dealer in consideration for directing dealings in the investments of the Fund. Accordingly, any rebates or shared commission will be directed to the account of the Fund.

We and the Sub-Manager may retain goods and services (soft commission) provided by any broker or dealer if the following conditions are met:

- (a) the soft commission bring direct benefit or advantage to the management of the Fund and may include research and advisory related services;
- (b) any dealings with the broker or dealer is executed on terms which are the most favourable for the Fund; and
- (c) the availability of soft commissions is not the sole or primary purpose to perform or arrange transactions with brokers or dealer, and we and the Sub-Manager will not enter into unnecessary trades in order to achieve a sufficient volume of transactions to qualify for soft commissions.

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 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 and/or you as disclosed or illustrated in this Prospectus.

We have the discretion to amend the amount, rate and/or terms and conditions for the above-mentioned fees, charges and expenses, and/or transaction information from time to time, subject to the requirements stipulated in the Deed of the Fund and/or GUTF. Where necessary, the amendments will be notified to the Trustee. We will communicate to you if there are any amendments to the fees, charges, and/or transaction information.

## 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 investment permitted by the Fund are as below:

#### Listed securities

The value of any authorised 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 shall 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 verified by the auditor of the Fund and approved by the Trustee after appropriate technical consultation.

#### Unlisted securities

The value of any unlisted RM-denominated bonds 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 bond differs from the market price by more than 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 record its 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.

The value of any unlisted non RM-denominated bonds shall be calculated at least weekly by reference to the average of bid and offer prices quoted by three (3) independent and reputable financial institutions or any alternative valuation basis as may be permitted by the SC from time to time.

#### CIS

The value of any investment in CIS which are quoted on an approved exchange shall be calculated daily in the same manner as other listed securities described above. When investing in unlisted CIS, the value shall be determined daily by reference to the last published repurchase/redemption price for that CIS.

#### Money market instruments

Valuation of 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. 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. The valuation method is verified by the auditor and approved by the Trustee.

#### Deposits

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

If the quotations referred to above are not available or if the value of the permitted investments determined in the manner described above, in our opinion, does not represent a fair value of the permitted investments, then the value shall be any fair value as may be determined in good faith by us. This valuation method shall be verified by the auditor of the Fund and approved by the Trustee.

If the value of an asset of the Fund is denominated in a foreign currency, the assets are translated on a daily basis to RM. Currently, the assets are translated using the bid foreign exchange rate quoted by either Refinitiv or Bloomberg, at UK time 4:00 p.m. on the same day (Malaysian time 11:00 p.m. or 12:00 a.m.), or such other time as stipulated in the IMS.

#### 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 unit pricing on a Business Day (i.e. the NAV per unit) that we receive the completed application 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.

#### For Class D

If the transactions are made by 1:00 p.m. on a Business Day, we will process the transactions using the NAV per unit on that the same Business Day. For transactions made after 1:00 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 on the next Business Day (T+1) by 4:00 p.m. This is to cater for the currency translation of the foreign securities/instruments to the Fund's base currency. Currently, the currency translation is based on the bid exchange rate quoted by Bloomberg/Refinitiv at UK time 4:00 p.m. (Malaysian time 11:00 p.m. or 12:00 a.m.) on the same day, or such other time as stipulated in the IMS. The NAV per unit for a Business Day is available on our website at **www.principal.com.my** after 5:30 p.m. on the following Business Day (T+1).

#### Illustration

#### For a transaction made by 4:00 p.m. on a Business Day

At the end of the Business Day on 4 April 2022, your units will be based on the NAV per unit on 4 April 2022, which will be calculated on 5 April 2022. The NAV per unit will be made known on our website after 5:30 p.m. on 5 April 2022.

#### For a transaction made after 4:00 p.m. on a Business Day

At the end of the Business Day on 4 April 2022, your units will be based on the NAV per unit on 5 April 2022, which will be calculated on 5 April 2022. The NAV per unit will be made known on our website after 5:30 p.m. on 6 April 2022.

Illustration for Class D (with foreign investment):

For transaction request received by us by 1:00 p.m. on a Business Day

At the end of the Business Day on 4 April 2022, your units will be based on the NAV per unit on 4 April 2022, which will be calculated on 5 April 2022. The NAV per unit will be made known on our website after 5:30 p.m. on 5 April 2022.

For transaction request received by us after 1:00 p.m. on a Business Day

At the end of the Business Day on 4 April 2022, your units will be based on the NAV per unit on 5 April 2022, which will be calculated on 6 April 2022. The NAV per unit will be made known on our website after 5:30 p.m. on 6 April 2022.

The Fund must be valued at least once every Business Day except during the initial offer period. 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 which also includes any provisions that may be made by us and the Trustee. 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. As such, all the assets and liabilities of each Class will be translated into MYR for valuation purposes. The foreign exchange rate used for this purpose shall be the bid exchange rate quoted by Bloomberg or Refinitiv at UK time 4:00 p.m. (Malaysian time 11:00 p.m. or 12:00 a.m.), or such other time as stipulated in the IMS. The NAV per unit of each Class will be the NAV of the Fund attributable to each Class divided by the number of units in circulation of that Class, at the same valuation point.

#### 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 (MYR) 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.

Illustration on computation of NAV of the Fund:

	Front Total	Class ADC	Class VV7
	Fund Total	Class ABC	Class XYZ
		(Denominated in USD)	(Denominated in MYR)
	(MYR)	(MYR)	(MYR)
NAV of the Fund before income and expenses	185,942,897.00	173,342,897.00	12,600,000.00
% MCR	100.00%	<sup>(1)</sup> 93.22%	<sup>(1)</sup> 6.78%
Add: Income	30,000.00	<sup>(2)</sup> 27,967.12	<sup>(2)</sup> 2,032.88
Less: Expenses	(10,000.00)	<sup>(2)</sup> (9,322.37)	<sup>(2)</sup> (677.63)
Benefits or costs of hedging (if any)	900.00	900.00	-

NAV of the Fund before management and trustee fee	185,963,797.00	173,362,441.75	12,601,355.25
		1.80% p.a.	1.80% p.a.
Less: Management fee	(9,170.82)	(8,549.38)	(621.44)
	0.07% p.a.		
Less: Trustee fee	(356.65)	(332.48)	(24.17)
NAV of the Fund	185,954,269.53	173,353,559.89	12,600,709.64
Units in Circulation	200,000,000.00 units	170,000,000.00 units	30,000,000.00 units
NAV per unit		1.0197	0.4200
Currency exchange rate		(USD/MYR) 3.6000	N/A
NAV per unit		USD 0.2833	MYR 0.4200

	Fund	Class ABC	Class XYZ
		(Denominated in USD)	(Denominated in MYR)
	(MYR)	(MYR)	(MYR)
NAV of the Fund before creation of units for the day	185,954,269.53	173,353,559.89	12,600,709.64
(3) Net subscription amount (MYR)	4,600,000.00	3,600,000.00	1,000,000.00
Closing NAV	190,554,269.53	176,953,450.13	13,600,709.64
Units in Circulation	205,912,025.82 units	173,530,450.13 units	32,380,818.29 units
NAV per unit		1.0197	0.4200
Currency exchange rate		(USD/MYR) 3.6000	N/A
NAV per unit		USD 0.2833	MYR 0.4200

#### Note:

<sup>(1)</sup> MCR computation

	Class ABC	Class XYZ
	(Denominated in USD)	(Denominated in MYR)
	(MYR)	(MYR)
NAV of the Class x 100	173,342,897.00 x 100	12,600,000.00 x 100
NAV of the Fund before	185,942,897.00	185,942,897.00
income and expenses		
	= 93.22%	= 6.78%

<sup>(2)</sup>Apportionment based on MCR is as follows:

		Class ABC (Denominated in USD)	Class XYZ (Denominated in MYR)
	(MYR)	(MYR)	(MYR)
Add: Income	30,000.00	MCR x Income	MCR x Income
		= Income for Class ABC	= Income for Class XYZ
		= 93.22% x MYR 30,000.00	= 6.78% x MYR 30,000.00
		= MYR 27,966.12	= MYR 2,032.88
Less: Expenses	(10,000.00)	MCR x Expenses	MCR x Expenses
		= Expenses for Class ABC	= Expenses for Class XYZ
		= 93.22% x MYR 10,000.00	= 6.78% x MYR 10,000.00
		= MYR 9,322.37	= MYR 677.63

#### (3) Net subscription amount

ree subscription amount	Class ABC	Class XYZ
	(Denominated in USD)	(Denominated in MYR)
Net subscription amount*	USD 1,000,000	MYR 1,000,000
NAV per unit	USD 0.2832	MYR 0.4200
Number of units	3,530,450.13 units	2,380,952.38 units
Currency exchange rate	(USD/MYR) 3.6000	N/A
Net subscription amount*	MYR 3,600,000.00	MYR 1,000,000.00

<sup>\*</sup> Subscription amount net of any withdrawal amount.

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 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 XYZ denominated in MYR = MYR0.5000 (truncated to 4 decimal places)

Application Fee = 5.509

An investor wishes to invest RM10,000 in the Fund through an IUTA.

#### Calculation of number of units that you will receive\*

- = Investment amount / NAV per unit of Class MYR
- = MYR10,000.00 / MYR0.5000
- = 20,000.00 units

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

- = NAV per unit of Class MYR x number of units received x Application Fee rate
- = MYR0.5000 x 20,000.00 units x 5.50%
- = MYR550.00

#### Calculation of total amount that you will have to pay

- = Investment amount + Application Fee paid
- = MYR10,000.00 + RM550.00\*
- = MYR10,550.00

#### Calculation of investment value

Assuming you have 40,000 units of Class XYZ of the Fund and the NAV per unit of Class XYZ for the day is MYR0.2630 (truncated to 4 decimal places).

#### Calculation of investment value

- = Number of units x NAV per unit of Class XYZ
- $=40,000.00 \times MYR0.2630$
- = MYR10,520.00

#### Calculation of withdrawal value and amount payable to you

Assuming you request for a 80,000 units withdrawal. Your withdrawal request is received by 4:00 p.m. or 1:00 p.m. (for Class D) of a Business Day. The NAV per unit for that Business Day (which will be made known on the following Business Day) is MYR0.2686 (truncated to 4 decimal places).

#### Calculation of amount payable to you

- = Number of units withdrawn x NAV per unit of Class XYZ
- = 80,000 units x MYR0.2686
- = MYR21,488.00

<sup>\*</sup>The number of units that you received will be rounded to two (2) decimal places

#### 3.3. INCORRECT PRICING

We shall take immediate remedial action to rectify any incorrect valuation and/or pricing of the Class. 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 Class for any withdrawal of units;
  - (ii) you, if you have purchased units of the Class at a higher price; or
- (b) in the event of under valuation and/or pricing, we shall reimburse:
  - (i) the Class for any subscription of units; and/or
  - (ii) you, if you have withdrawn units of the Class 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 or more than 0.50% of the NAV per unit; and
- (ii) results in a sum total of MYR10.00 (or in the case of a foreign currency Class, 10.00 denominated in the foreign currency denomination of the Class) 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 abovesaid limits from time to time and disclose such amendment, subject to any regulatory or governing body's requirements.

#### 3.4. INVESTING

#### 3.4.1. Who can invest?

You are eligible to invest in the Fund if you are:

- an individual who is at least 18 years of age and you are not an undischarged bankrupt with a bank account (or foreign currency bank account, as the case may be) in the currency of the Class applied for (e.g. Class USD investors are required to have a USD currency bank account). As an individual investor, you may also opt to invest in joint names (i.e. as a joint Unit holder).
- an institution including a company, corporation, co-operative, trust or pension fund with a bank account (or foreign currency bank account, as the case may be) in the currency of the Class applied for (e.g. Class USD investors are required to have a USD currency bank account).

Notwithstanding the above, we have the right to reject an application on reasonable grounds.

Further, if we become aware of a USA person (i.e. someone who has a USA address (permanent or mailing)) or USA entity (i.e. a corporation, trust, partnership or other entity created or organised in or under the laws of the USA 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 him/her to, within thirty (30) days, either withdraw the units or transfer the units to a non-USA person or non-USA 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.

Please note that some Classes are only eligible for certain type of investors. Please refer to the Annexure of the Class for further information.

#### 3.4.2. How to invest?

You may invest through any of our Distributors, Principal Malaysia's office, e-Wallet App or such other method we may advise from time to time after completing the relevant application and attaching a copy of your identity card, passport or any other identification document (where applicable). We may request for additional supporting document(s) or information from you. Your application should 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 make a payment:

- by crossed cheque, banker's draft, or cashier's order (made payable as advised by us or our Distributors as the case may be). You will have to bear the applicable bank fees and charges, if any;
- directly from your bank account (or foreign currency bank account, as the case may be) held with our Distributors, where
  applicable; or
- directly with your monies in the e-Wallet App. Kindly ensure that your e-Wallet has enough balance for your investment.
   Please also note that there may be a limit to your e-Wallet balances; or

- directly from your bank account through wire transfer facility offered in the e-Wallet App (subject to any limit prescribed by the wire transfer facility provider); or
- by such other mode of payment that we and/or the relevant authorities may 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.

#### 3.4.3. Regular Savings Plan

RSP may be made available for certain Class. Please refer to the Annexure of the respective Class for further information. Where available, the RSP allows you to make regular monthly investments, directly from your account held with a bank approved by us or our Distributors. We will process the monthly investments made via the RSP when we receive your application and/or monthly contribution. You can also arrange a standing instruction with our Distributors to invest a predetermined amount in the Class each month. You may cancel your RSP at any time by providing written instructions to the relevant Distributor to cancel your standing instruction.

#### 3.4.4. Can the units be registered in the name of more than one (1) Unit holder?

We may register units in the name of more than one (1) Unit holder but we have the discretion not to allow registration of more Jthan two (2) joint holders. Joint account is not available for Class D. All applicants must be at least eighteen (18) years of age.

In the event of the demise of a joint holder whether Muslim or non-Muslim, only the surviving joint holder will be recognised as the rightful owner. His/her units will be dealt with in accordance with the Deed and applicable laws and regulations.

#### 3.4.5. Who is distributing this Fund?

The Fund may be distributed via the following channels:

- Principal Malaysia's offices;
- Principal Distributors;
- IUTAs: and
- such other channels as we may decide from time to time.

You may invest into the Fund via us or any of our Distributors or such other channels (where available). Please refer to the "Distributors of the Fund" chapter for further details. Please note that we have the discretion in determining the Distributors of the Fund, including its appointment and/or termination from time to time. You may contact our Customer Care Centre under the "Corporate Directory" section or refer to our website at www.principal.com.my for more information.

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

**3.4.6.** Please take note that if your investments are made through an IUTA via a nominee system of ownership, you would not be deemed to be a Unit holder under the Deed and as a result, you may not exercise all the rights ordinarily conferred to a Unit holder (e.g. the right to call for Unit holders' meetings and the right to vote at a Unit holders' meeting).

#### 3.5. MINIMUM INVESTMENTS

The minimum initial and additional investment 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.

#### 3.5.1. Processing an application

If we receive and accepted a complete application by 4:00 p.m. or 1:00p.m. (for Class D) on a Business Day, we will process it using the NAV per unit for that Business Day. If we receive and accepted the application after 4:00 p.m. or 1:00p.m. (for Class D) on a Business Day, we will process it using the NAV per unit for the next Business Day. We will only process complete applications with all the necessary and required information and/or documentations. The number of units you receive will be rounded to two (2) decimal places.

For transaction through e-Wallet App, the processing of your application request is subject to you providing all required information to us through the e-Wallet App and the transfer of monies into the Fund's account. Failure to complete the application process in the e-Wallet App by you or non-receipt of the application request by us will cause the application request to be cancelled automatically. We will pay back your monies on the next Business Day on a best effort basis, subject to system availability. If you wish to re-apply, you will have to re-initiate the application process through the e-Wallet App.

#### 3.6. MINIMUM WITHDRAWALS

The minimum withdrawal amount 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 application and submit it to the relevant Distributor, Principal Malaysia's office, e-Wallet App or such other channel (where available). There is no restriction on the frequency of withdrawals. We will transfer the withdrawal proceeds to the bank account number (or foreign currency bank account, as the case may be) provided by you or through e-wallet with the e-Wallet Provider (where available). Please note that for EPF-MIS (where available), your withdrawal proceeds will be paid to EPF.

#### 3.6.1. Processing a withdrawal

If we receive a complete withdrawal request by 4:00p.m. or 1:00p.m. (for Class D) on a Business Day, we will process it using the NAV per unit for that Business Day. If we receive the withdrawal request after 4:00p.m. or 1:00p.m. (for Class D) on a Business Day, we will process it using the NAV per unit of the Class for the next Business Day (T+1), which will be known on the following Business Day (T+2). The amount that you will receive is calculated by the withdrawal value less the Withdrawal Fee, if any. You will be paid in the currency of the Class (e.g. Class USD will paid in USD) within seven (7) Business Days, upon our receipt of the complete withdrawal request. You will have to bear the applicable bank fees and charges, if any.

For more information on Class D, you may refer to the frequently asked questions and terms and conditions which are available on the e-Wallet App. Alternatively, you may contact our Customer Care Centre under the "Corporate Directory" section or the e-Wallet Provider to understand the service and their terms and conditions.

#### 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 drops below the minimum balance units, further investment will be required until the balance of the investment is restored to at least the stipulated minimum balance. Otherwise, we can withdraw the entire investment and forward the proceeds to you.

#### 3.8. COOLING-OFF PERIOD

For first time individual investor investing with us, you have six (6) Business Days after your initial investment (i.e. the date the complete application is received and accepted by us or any of our Distributors) to reconsider its appropriateness and suitability for your investment needs. Within this period, you may withdraw your investment at the same NAV per unit when the units were purchased or prevailing NAV per unit at the point of cooling-off (whichever is lower) ("Refund Amount"). We will pay the Refund Amount including Application Fee (if any) to you in the currency of the Class within seven (7) Business Days from the date we receive the complete documentations. Please note that the cooling-off right is only given to first time investor investing with us or any of our Distributors. However, Principal Malaysia's staff and person(s) registered with a body approved by the SC to deal in unit trusts funds are not entitled to the cooling-off right.

For transaction through e-Wallet App, cooling-off right is not applicable if you have withdrawn all or parts of your investment from Class D either to your e-Wallet or your bank account. Request for cooling-off can made directly through Principal Malaysia and/or through the e-Wallet App (where available).

In addition, if you invested via the EPF-MIS (where available), your cooling-off right is subject to EPF's terms and conditions.

#### 3.9. SWITCHING

Where available, we process a switch 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 Customer Care Centre under the "Corporate Directory" section for more information on the availability of switching. For information on the availability of switching, please refer to the Annexure of the respective Class.

To switch, simply complete a switch application and send to our Distributors, Principal Malaysia's office, e-Wallet App (where available), or such other channel. Currently, there is no restriction on the frequency of switches. You may negotiate to lower the amount and/or fees applicable for your switch with us or with our Distributors. However, we have the discretion to allow or to reject any switching into (or out of) a Fund or Class, either generally (for all investors) or specifically (for any particular investor, a group of investors or investments made via any digital platform).

For more information on Class D, you may refer to the frequently asked questions and terms and conditions which are available on the e-Wallet App. Alternatively, you may contact our Customer Care Centre under the "Corporate Directory" section or the e-Wallet Provider to understand the service and their terms and conditions.

#### 3.9.1. Processing a switch

Where available, we process a switch as a withdrawal from one fund or class and an investment into another fund or class within Principal Malaysia. If we receive a complete switch request by 4:00 p.m. or 1:00p.m. (for Class D) on a Business Day, we will process the switch-out using the NAV per unit for that Business Day. If we receive the request after 4:00 p.m. or 1:00p.m. (for Class D) on a Business Day, it will be processed using the NAV per unit for the next Business Day (T+1).

However, you should note that the switch-in may be processed at a later Business Day, generally within one (1) to four (4) Business Day.

#### 3.10. TRANSFER FACILITY

Where available, you may transfer your units to another investor subject to such terms and conditions 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.

#### 3.11. TEMPORARY SUSPENSION

Subject to the requirements in the GUTF and/or the Deed, we and the Trustee may temporarily suspend the dealing in units of the Class or Fund when there is good and sufficient reason to do so.

To avoid suspension of the Fund, the Fund will hold adequate liquid assets and if the liquid assets are insufficient to meet redemption requests, we will either liquidate the investments of the Fund or seek temporary financing, considering which is in the best interests of Unit Holders. Before carrying out any suspension of the Fund after we have taken all considerations under liquidity risk management framework, we will ensure that we have exhausted all possible avenues to avoid a suspension of the Fund, and only as a last resort, and in consultation with the Trustee and having considered the interests of the Unit Holders, suspend the sale (if applicable) and repurchase of Units where it is impractical for us to calculate the NAV of the Fund due to but not limited to the following:

- (i) the closure of a securities exchange or trading restrictions on a securities exchange where the Fund or the substantial portion of investment in CIS has substantial investments in the securities exchange; or
- (ii) an emergency or other state of affairs; or
- (iii) the declaration of a moratorium in a country where the Fund or the substantial portion of investment in CIS has assets; or
- (iv) for the purpose of conversion of any currency, a closure or restrictions on trading in the relevant foreign market exchange; or
- (v) the realisation of a substantial material portion of the assets of the Fund not being able to be effected at prices which are fair to the Fund and/or within a reasonable period as a result of an unstable or disorderly market, which includes the suspension of withdrawal of the CIS where the Fund has substantial investment in such CIS by their respective managers.

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 applications, withdrawals, switches, and/or transfers of units before the suspension is declared, please note that our request will only be processed on the next Business Day after the cessation of suspension of the Fund. You will also be notified of the suspension and when the suspension is lifted.

#### 3.12. DISTRIBUTION PAYMENT

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 you in the Class with distribution amount in cent per unit. Once a distribution has been paid, the unit price will adjust accordingly. For more information on the distribution policy of each Class, please see Annexure of the respective Class.

All distributions (if any) will be automatically reinvested into additional units in the Class at the NAV per Unit of the Class on the distribution date (the number of units is rounded to two decimal places), unless written instructions to the contrary are communicated to us and in which case that you shall have first furnished to us with details of your valid and active bank account in the currency denomination of that Class into which all distribution payment shall be paid (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.

You should note that distribution payments, if any, will be made in the respective currency for that Class. As such for each Class, the distribution amount may be different as a result of exchange rate movement between the base currency of the Fund and the denominated currency of each Class. Then the distribution will be paid into your bank account (which shall be in the currency of that specific Class) in our records (at your cost and expense).

**Note:** Please note that for Class(es) that provide distribution, we have the right to make provisions for reserves in respect of distribution of the Class. 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.

For income distribution payout to you by cheque, which remains unclaimed for six (6) months will be reinvested into the Class 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 provided that you still hold units of the Class. As for income distribution payout to you by bank transfer, if any which remained unsuccessful and unclaimed for six (6) months, it will be reinvested into the Class within thirty (30) Business Days after the six (6) months period based on the prevailing NAV per unit of the Fund on the day of the reinvestment provided that you still holds units of the Class. No Application Fee is payable for the reinvestment. In the event that you no longer hold any unit in the Class, the distribution money would be subject to the same 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 March.

#### 4.2. INFORMATION ON YOUR INVESTMENT

We will send you a written confirmation of:

- Your Principal Malaysia investor number;
- Confirmation on all your transactions and distributions (if any);
- Quarterly statement showing details of your transactions and distributions (if any);
- For Class D, monthly statement showing details of your transactions and distributions (if any);and
- Interim 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.

In the case of joint Unit holders, all correspondences and payments will be made and sent to the first registered Unit holder.

Please take note that if you have invested through an IUTA via a nominee system of ownership, you would not be deemed to be a Unit holder under the Deed. As such, you may obtain the above-mentioned information from that IUTA.

You can obtain up-to-date fund information and NAV per unit from our monthly fund fact sheets and our website at www.principal.com.my.

If you have any questions about the information in this Prospectus or would like to know more about investing in Principal Malaysia family of unit trust funds, please contact our **Customer Care Centre** under the "Corporate Directory" section during business hour between 8:45 am and 5:45 pm (Malaysian time) from Mondays to Fridays.

If you wish to write-in, please address your letter to:

Principal Asset Management Berhad Customer Care Centre Ground Floor Bangunan CIMB Jalan Semantan Damansara Heights 50490 Kuala Lumpur, MALAYSIA

#### 4.3. **DEED**

The Fund is governed by a Deed dated 11 May 2016, First Supplemental Deed dated 14 November 2016, Second Supplemental Deed dated 4 December 2019, and Third Supplemental Deed dated 23 August 2022 including any supplemental deed(s) as may be issued from time to time.

#### 4.4. 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, if any;
- Current Prospectus and supplementary or replacement prospectus, if any;
- 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;
- Material contracts or documents disclosed in this Prospectus;
- The audited financial statements of the Manager (where applicable) for the current financial year and for the last three (3) financials years or if less than three (3) years from the date of incorporation or commencement;
- Any report, letter or other document, valuation and statement by any expert, any part of which is extracted or referred to
  in this Prospectus;
- Writ and relevant cause papers for all material litigation and arbitration disclosed in the Prospectus; and
- Consent given by expert disclosed in this Prospectus.

#### 4.5. CONSENT

Ernst & Young Tax Consultants Sdn. Bhd., HSBC (Malaysia) Trustee Berhad and Principal Asset Management (S) Pte Ltd. have given their written consent to act in their respective capacity. They have also given their consent for the inclusion of their names and/or statements and/or reports in the Prospectus in the form and context in which it appears and have not subsequently withdrawn their consent to the inclusion of their names and/or statements and/or reports in the form and context in which it appears in this Prospectus.

#### 4.6. POTENTIAL CONFLICT 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 manager to the Fund and to other Principal Malaysia's funds 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 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.

The Fund may maintain Deposits 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 person(s) or members of a committee undertaking the oversight function of the Fund to ensure compliance to the relevant regulatory requirements.

E-Wallet Provider and Distributors may be our related party. We will ensure that any arrangement made with the e-Wallet Provider and Distributors will be at arm's length.

#### Trustee

As 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 that Fund (i.e. Trustee's delegate); and
- (4) where the Fund obtains financing as permitted under the GUTF, 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 its related group of companies may deal with each other, the Fund or any Unit holder or enter into any contract or transaction with each other, the Fund or any Unit holder or retain for its own benefit any profits or benefits derived from any such contract or transaction or act in the same or similar capacity in relation to any other scheme.

#### 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 Prospectus have been paid to any promoter of the Fund, or the Trustee (either to become a 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 Personal Account Dealing Policy, 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 was incorporated on 13 June 1994 and is a joint venture between PFG and CIMB Group. Principal Malaysia has experience operating unit trust funds since 1994.

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

- maintaining a register of Unit holders;
- Implementing the appropriate investment strategies to achieve the Fund's investment objectives;
- 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 is there any fact likely to give rise to any proceeding which might materially affect the business/financial position of Principal Malaysia.

**5.1.1.** The name and designation of each of **directors** can be found in our website at www.principal.com.my/en/about-us/leadership.

#### 5.1.2. Designated person responsible for fund management function

The designated person for fund management function for all Principal Malaysia's funds is the Chief Investment Officer:

Name:	Patrick Chang Chian Ping
Designation:	Chief Investment Officer, Malaysia & Chief Investment Officer, Equities, ASEAN Region
Experience:	He was appointed as the Chief Investment Officer on 22 February 2016. He comes with an extensive 20 years of experience in asset management and is backed by numerous ASEAN awards from Malaysian pension funds in 2013 and 2015. He was previously the Head of ASEAN equities at BNP Paribas Investment Partners, Malaysia where he was overseeing ASEAN equities for both Malaysian and offshore clients from 2012. Prior to that, he served as Senior Vice President for CIMB-Principal Asset Management Berhad where he specialised in Malaysia, ASEAN and Asia specialist funds. He also worked as a portfolio manager at Riggs and Co International Private Banking in London specialising in managing global ETF portfolios.
Qualifications:	MSc Finance from City University Business School and BSc Accounting and Financial Analysis from University of Warwick, UK.

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

## **6.THE SUB-MANAGER**

#### 6.1. ABOUT PRINCIPAL ASSET MANAGEMENT (S) PTE. LTD.

Principal Singapore was appointed as the Sub-Manager for the Fund on 26 December 2007. Principal Malaysia shall be responsible for the review, monitoring and oversight of Principal Singapore in the performance of its duties and obligations in respect of the Fund.

Principal Singapore was incorporated in Singapore on 18 May 2006, and has been in the fund management industry for ten (10) years. The company is a wholly-owned subsidiary of Principal Malaysia. Principal Singapore is a regional asset management company established in Singapore offering both Islamic and conventional fund management services. The company manages regional investment activities for the Principal Asset Management group of companies.

Principal Singapore is a licensed fund manager regulated by the Monetary Authority of Singapore.

#### **Board of directors of Principal** Singapore:

Christopher Leow - Director, Chief Executive Officer & Chief Investment Officer

Alejandro Elias Echegorri Rodriguez - Director Lum Joy Deng - Director

#### Christopher Leow - Director & Chief Investment Officer

Mr Leow joined Principal Malaysia in December 2003 and transferred to Principal Singapore on 2 May 2007. He has more than 20 years of experience in the equities and fund management industry. He is the Chief Investment Officer and a director of Principal Singapore, and is responsible for leading the International Investment team based in Singapore.

Mr Leow is a Chartered Financial Analyst and a Certified Financial Planner. He has been registered with the Monetary Authority of Singapore under the Securities and Futures Act (Cap. 289) as a Representative of Principal Singapore in fund management since September 2007.

Mr Leow holds a Bachelor of Commerce in Accounting and Finance (Hons) from the University of Western Australia.

#### Alejandro Elias Echegorri Rodriguez - Director

Mr. Echegorri's profile is as disclosed on our website at www.principal.com.my.

#### Lum Joy Deng - Director

Ms Lum is a director of Principal Singapore and Head of the Investment unit of Group Ventures and Partnerships in CIMB, and is primarily responsible for managing CIMB Group's private markets portfolio of investments including CIMB's exposure to private equity funds and direct strategic investments. She has extensive transactional experience, having spent 8 years in Corporate Finance in the Investment Banking department of CIMB, focusing on cross-border M&As, divestments, IPOs, fund raising, and corporate restructuring advisory work for clients across Asia Pacific markets covering various industries. Prior to her existing role, she was in CIMB's agribusiness sector team for 2 years, where she advised capital markets-related deals on market trends, financial valuations, competitive analyses, and market positioning within the sector. She sits on the board of various investee companies as non-executive director and is also an active member of the investment committee at various private equity funds managed by CIMB.

Ms Lum graduated with Honours in Accounting and Finance from the University of Nottingham, England.

#### Key person responsible for investment management of the Fund:

#### Christopher Leow - Director, Chief Executive Officer & Chief Investment Officer

Mr Leow's profile is disclosed above.

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

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

## 7. THE TRUSTEE

#### 7.1. ABOUT HSBC (MALAYSIA) TRUSTEE BERHAD

**HSBCT (Malaysia) Trustee Berhad** is the Trustee of the Principal Global Titans Fund. The Trustee is a company incorporated in Malaysia since 1937 and registered as a trust company under the Trust Companies Act 1949, with its registered address at Level 19, Menara IQ, Lingkaran TRX, 55188 Tun Razak Exchange, Kuala Lumpur. Since 1993, the Trustee has acquired experience in the administration of unit trusts.

#### Roles, Duties and Responsibilities of the Trustee

The Trustee's main functions are to act as trustee and custodian of the assets of the Fund and to safeguard the interests of Unit holders of the Fund. In performing these functions, the Trustee has to exercise all due care, diligence and vigilance and is required to act in accordance with the provisions of the Deed, Capital Markets and Services Act 2007 and the GUTF. Apart from being the legal owner of the Fund's assets, the Trustee is also responsible for ensuring that the Manager performs its duties and obligations in accordance with the provisions of the Deed, Capital Markets and Services Act 2007 and the GUTF. In respect of monies paid by an investor for the application of units, the Trustee's responsibility arises when the monies are received in the relevant account of the Trustee for the Fund and in respect of withdrawal, the Trustee's responsibility is discharged once it has paid the withdrawal amount to the Manager.

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.

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 Capital Markets and Services Act 2007, GUTF 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.

#### 7.1.1. Trustee's Delegate

The Trustee has appointed The Hongkong and Shanghai Banking Corporation Ltd as custodian of both the local and foreign assets of the Fund. For quoted and unquoted local investments of the Fund. The assets are held through HSBC Bank Malaysia Berhad and/or HSBC Nominees (Tempatan) Sdn Bhd. The Hongkong And Shanghai Banking Corporation Ltd is a wholly owned subsidiaries 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 for the Fund 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 any 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.

#### 7.1.2. 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.

#### 7.1.3. 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 the 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.

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

## 8. SALIENT TERMS OF DEED

Money invested by an investor in the Fund will purchase a number of units, which represents the Unit holder's interest in the Fund. Each unit held in a Class represents an equal undivided beneficial interest in the assets of that Class. However, the unit does not give a Unit holder an interest in any particular part of the Class 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 in the Class on the Business Day his/her details are entered onto the Register of Unit holders.

#### 8.1. RIGHTS, LIABILITIES AND LIMITATION OF UNIT HOLDERS

#### 8.1.1. Rights

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

- (i) inspect the register, free of charge, at any time at our registered office, and obtain such information pertaining to your units as permitted under the Deed and the GUTF;
- (ii) 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;
- (iii) call for Unit holders' meetings;
- (iv) vote for the removal of the Trustee or the Manager through a Special Resolution;
- (v) receive annual reports, interim reports or any other reports of the Fund; and
- (vi) exercise the cooling-off right.

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

#### 8.1.2. Liabilities

- (i) The liability of a Unit holder is limited to the purchase price per unit and the Application Fee paid or agreed to be paid for a Unit. A Unit holder need not indemnify the Trustee or the Manager if there is a deficiency in the assets of the Fund to meet the claim of any creditor of the Trustee or the Manager in respect of the Fund.
- (ii) The recourse of the Trustee, the Manager and any creditor is limited to the assets of the Fund.

#### 8.1.3. Limitations

You cannot:

- (i) interfere with any rights or powers of ours and/or Trustee under the Deed;
- (ii) 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
- (iii) require the asset of the Fund to be transferred to you.

For full details of the rights of a registered Unit holder of the Fund, please refer to the Deed.

#### 8.2. MAXIMUM FEES, CHARGES AND EXPENSES PERMITTED BY THE DEED

This table describes the maximum charges permitted by the Deed and payable directly by you.

Charges		Descriptions	
(1)	Application Fee	Up to 5.50% is charged on the NAV per unit.	
(2)	Withdrawal Fee	Nil.	
		(a) A fee of up to 0.50% is chargeable on the amount switched for each switch from other equity / balanced funds managed by the Management Company into the Fund;	
(3)	Switching Fee	(b) If a switch is made from a money market fund / bond fund into the Fund, maximum fees of up to 5.50% and 3.50%, respectively may be charged in each switch;	
		(c) such other sum as may be determined by the Management Company from time to time.	

This table describes the maximum fees permitted by the Deed and payable indirectly by you.

Fees		Descriptions
(1)	Management Fee	Up to 1.85% per annum, calculated daily on the NAV.
(2)	Trustee Fee	Up to 0.07% per annum, calculated daily on the NAV (including local sub-custodian fees but excluding foreign sub-custodian fees and charges).

A lower fee and/or charges than what is stated in the Deed may be charged, all current fees and/or charges will be disclosed in the Prospectus.

Any increase of the fees and/or charges above that stated in the current Prospectus may be made provided that a supplemental prospectus is issued and the maximum stated in the Deed shall not be breached.

Any increase of the fees and/or charges above the maximum stated in the Deed shall require your approval.

#### 8.2.1. Expenses permitted by the Deed

The Deed also provides for payment of other expenses. The major expenses recoverable directly from the Fund include:

- commissions/fees paid to brokers/dealers in effecting dealings in the investments of the Fund, shown on the contract notes or confirmation notes or difference accounts;
- (where the custodial function is delegated by the Trustee), charges/fees paid to the sub-custodian;
- tax and other duties charged on the Fund by the government and other authorities if any and bank fees;
- the fees and other expenses properly incurred by the Auditor and tax agent;
- remuneration and out of pocket expenses of the person(s) undertaking the oversight functions of the Fund, unless the Manager decides to bear the same;
- costs incurred for the modification of the Deed otherwise than for the benefit of the Management Company or the Trustee:
- costs incurred for any meeting of Unit holders other than those convened by, for the benefit of the Management Company or the Trustee;
- the sale, purchase, insurance, custody and any other dealings of investments including commissions/fees paid to brokers;
- costs involved with external specialists approved by the Trustee in investigating and evaluating any proposed investment;
- the engagement of valuers, advisers and contractors of all kinds;
- preparation and audit of the taxation returns and accounts of the Fund;
- termination of the Fund or Class and the retirement or removal of the Trustee or the Management Company and the appointment of a new trustee or management company;
- any proceedings, arbitration or other dispute concerning the Fund, Class or any asset, including proceedings against the
  Trustee or the Management Company by the other of them for the benefit of the Fund or Class (except to the extent that
  legal costs incurred for the defense of either of them are not ordered by the court to be reimbursed out of the Fund);
- costs of obtaining experts opinion by the Trustee and the Management Company for the benefit of the Fund or Class; and
- all costs and/or expenses associated with the distributions declared pursuant to this Deed 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.
- the costs of printing and dispatching to Unit holders the accounts of the Fund, tax certificates, distribution warrants, notices of meeting of members, newspaper advertisement and such other similar costs as may be approved by the Trustee.

We and the Trustee are required to ensure that any fees or charges payable are reasonable and in accordance with the Deed.

#### 8.3. RETIREMENT, REMOVAL OR REPLACEMENT OF THE MANAGER

We must retire as the Manager when required to retire by law.

We may retire upon giving twelve (12) months' notice to the Trustee of their desire to do so, or such shorter notice as we and the Trustee may agree, in favour of another corporation.

We shall retire under the following circumstances:

- if a Special Resolution is duly passed by the Unit holders that the Manager be removed; or
- if we ceases to be approved by the SC to be the management company of the Fund.

We may be removed by the Trustee under certain circumstances outlined in the Deed. These include:

- if we have gone into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the Trustee) or cease to carry on business or if a receiver shall be appointed in respect of the undertaking or assets of the Manager or if any encumbrances shall take possession of any of its assets; or
- if we ceases to carry on business; or
- if the Trustee is of the opinion that we have, to the prejudice of the Unit holders, failed to comply with any provision or covenant under the Deed or contravened any of the provisions of the CMSA; or
- if we have failed or neglected to carry out its duties to the satisfaction of the Trustee and the Trustee considers that it would be in the interests of the Unit holders for it to do so, after the Trustee has given reasonable notice to it of that opinion and the reasons for that opinion, and has considered any representations made by us in respect of that opinion, and after consultation with the SC; or

In any of above said circumstances, we for the time being shall upon receipt of such notice by the Trustee cease to be the Manager and the Trustee shall by writing under its seal appoint another corporation to be the Manager of the Fund subject to

such corporation entering into a deed(s) with the Trustee and thereafter act as Manager during the remaining period of the Fund.

We may be replaced by another corporation appointed as manager by Special Resolution of the Unit holders at a Unit holder's meeting convened in accordance with the Deed either by the Trustee or the Unit holders.

The Manager is legislatively empowered under Section 299 of the CMSA to remove a Trustee under specific circumstances set out therein.

The Trustee may be replaced by another corporation appointed as trustee by Special Resolution of the Unit holders at a Unit holder's meeting convened in accordance with the Deed either by the Manager or the Unit holders.

#### 8.4. RETIREMENT, REMOVAL OR REPLACEMENT OF THE TRUSTEE

We and the Trustee may agree, and may by Deed appoint in its stead a new trustee approved by the SC.

The Trustee must retire as Trustee of the Fund when required to retire by law. The Trustee may retire by giving twelve (12) months' notice to us or any shorter notice we accepts.

The Trustee covenants that it will retire from the Fund constituted by or pursuant to the Deed if and when requested so to do by us if:

- the Trustee shall go into liquidation;
- the Trustee is placed under receivership, ceases to exist, fails or neglects its duties;
- the Trustee ceases to be approved by the SC to be a trustee for unit trust schemes; or
- a Special Resolution is duly passed by the Unit holders that the Trustee be removed.

We may be removed by the Trustee on the grounds that are as stated under "Retirement, removal or replacement of the Manager".

In any of above said grounds, the Manager for the time being shall upon receipt of such notice by the Trustee cease to be the Manager and the Trustee shall by writing under its seal appoint another corporation to be the Manager of the Fund subject to such corporation entering into a deed(s) with the Trustee and thereafter act as Manager during the remaining period of the Fund.

#### 8.5. TERMINATION OF THE FUND OR CLASS(ES)

The Fund or any of the Classes may be terminated or wound-up upon the occurrence of any of the following events:

- (a) the SC's approval is revoked under Section 256E of the Act; or
- (b) a Special Resolution is passed at a Unit holders' meeting of all the Unit holders of the Fund or the relevant Class to terminate or wind-up the Fund or that Class as the case may be, following the occurrence of events stipulated under Section 301(1) of the Act and the court has confirmed the resolution, as required under Section 301(2) of the Act; or
- (c) a Special Resolution is passed at a Unit holders' meeting of all the Unit holders of the Fund or the relevant Class to terminate or wind-up the Fund or that Class as the case may be; or
- (d) on reaching the Fund's or that Class' Maturity Date (if any); or
- (e) the effective date of an approved transfer scheme, as defined under the Guidelines, has resulted in the Fund, which is the subject of the transfer scheme, being left with no asset/property.

Notwithstanding the above, the Fund and/or any of the Class may be terminated or wound-up, without the need to seek Unit Holders' prior approval, as proposed by the Manager with the consent of the Trustee (which consent shall not be unreasonably withheld) upon the occurrence of any of the following events, by giving a notice in writing to the Unit Holders of such period not less than that specified in the GUTF as hereinafter provided (i) if any law shall be passed which renders it illegal or (ii) if in the reasonable opinion of that Manager it is impracticable or inadvisable to continue the Fund and/or the Class, and in any case the termination of the Fund and/or Class is in the best interest of the Unit Holders.

#### 8.6. MEETINGS OF UNIT HOLDERS

A Unit holders' meeting may be called by us, the Trustee and/or Unit holders.

Where we or the Trustee convenes a meeting, the notice of the time and place of the meeting and terms of resolution to be proposed shall be given to the Unit holders in the following manner:

(a) by sending by post a notice of the proposed meeting at least fourteen (14) days before the date of the proposed meeting, to each Unit holder at the Unit holder's of the Fund or that Class, as the case may be, last known address or, in the case of Joint holders, to the Joint holder of the Fund or that Class, as the case may be, whose name stands first in our records at the Joint holder's last known address; and

(b) by publishing, at least fourteen (14) days before the date of the proposed meeting, an advertisement giving notice of the meeting in a national language newspaper published daily and circulating generally throughout Malaysia, and in one other newspaper as may be approved by the SC.

We shall within twenty-one (21) days after an application is delivered to us at its registered office, being an application by not less than fifty (50), or one-tenth (1/10) in number, whichever is less, of the Unit holders of the Fund or a Class, as the case may be, to which this Deed relates, summon a meeting of the Unit holders:

- (i) by sending a notice by post of the proposed meeting at least seven (7) days before the date of the proposed meeting to each of those Unit holders of the Fund or that Class, as the case may be, at his/her last known address or in the case of joint Unit holder, to the joint Unit holder of the Fund or that Class, as the case may be, whose name stands first in our records at the joint Unit holder's last known address; and
- (ii) by publishing at least fourteen (14) days before the date of the proposed meeting, an advertisement giving notice of the meeting in a national language national daily newspaper and in one other newspaper as may be approved by the SC; and
- (iii) specify in the notice, the place, time and terms of the resolutions to be proposed,

for the purpose of considering the most recent financial statements of the Fund or relevant Class, or for the purpose of requiring the retirement or removal of the Manager OR the Trustee of the Fund, or for the purpose of giving to the Trustee such directions as the meeting thinks proper, or for the purpose of considering any other matter in relation to this Deed.

The quorum for a meeting of Unit holders of the Fund or Class, as the case may be, is five (5) Unit holders of the Fund (irrespective of the Class) or Class, as the case may be, present in person or by proxy, provided that for a meeting which requires a Special Resolution the quorum for that meeting shall be five (5) Unit holders of the Fund (irrespective of the Class) or Class, as the case may be, whether present in person or by proxy, holding in aggregate at least twenty five per centum (25%) of the Units in issue of the Fund (irrespective of the Class) or Class, as the case may be, at the time of the meeting. If the Fund or Class, as the case may be, has five (5) or less Unit holders, the quorum required shall be two (2) Unit holders of the Fund (irrespective of the Class) or Class, as the case may be, whether present or by proxy and if the meeting requires a Special Resolution the quorum for that meeting shall be two (2) Unit holders of the Fund (irrespective of the Class) or Class, as the case may be, whether present in person or by proxy, holding in aggregate at least twenty five per centum (25%) of the Units in issue for the Fund (irrespective of the Class) or Class, as the case may be, at the time of the meeting. For the avoidance of doubt, the same quorum requirements shall apply to a meeting of Unit Holders of a particular Class. Where a Fund or Class has only one (1) remaining Unit Holder, such Unit Holder, whether present in person or by proxy, at the meeting shall constitute a quorum.

Voting is by a show of hands, unless a poll is duly demanded or the resolution proposed is required by the Deeds or by law to be decided by a percentage of all units. Each Unit holder present in person or by proxy has one (1) vote on a show of hands. On a poll, each Unit holder present in person or by proxy has one (1) vote for each whole fully paid unit held. In the case of joint Unit holders, only the person whose name appears first in the register may vote. Units held by the Manager or its nominees shall have no voting rights in any Unit holders' meeting of the Fund. In respect of the termination or winding-up of the Fund, voting shall only be carried out by poll.

Nothing herein shall preclude us from convening any Unit Holders' meeting at more than one venue using any communication facility or technology or method available as we shall determine to enable the Unit Holders to participate and to exercise their right to speak and vote at that meeting. Where such meeting is convened, any reference to a Unit Holder being "present in person" in the Deed, meetings or resolutions shall include, where permitted by us, to that Unit Holder being present either remotely or virtually and for the avoidance of doubt it is hereby agreed that the participation by a Unit Holder in such meeting using the prescribed communication facility or technology or method shall be deemed as being present at that meeting notwithstanding that the Unit Holder is not physically present at the main venue of that meeting.

### 9. TAXATION REPORT

Ernst & Young Tax Consultants Sdn Bhd Level 23A Menara Milenium Jalan Damanlela Pusat Bandar Damansara 50490 Kuala Lumpur

The Board of Directors Principal Asset Management Berhad 10<sup>th</sup> Floor, Bangunan CIMB Jalan Semantan Damansara Heights 50490 Kuala Lumpur

27 September 2022

Dear Sirs

#### Taxation of the unit trust fund and unit holders

This letter has been prepared for inclusion in this Replacement Prospectus Issue No. M4 in connection with the offer of units in the unit trust known as Principal Global Titans Fund (hereinafter referred to as "the Fund").

The purpose of this letter is to provide prospective unit holders with an overview of the impact of taxation on the Fund and the unit holders.

#### Taxation of the Fund

The taxation of the Fund is subject to the provisions of the Malaysian Income Tax Act 1967 (MITA), particularly Sections 61 and 63B.

Subject to certain exemptions, the income of the Fund comprising profits and other investment income derived from or accruing in Malaysia after deducting tax allowable expenses, is subject to Malaysian income tax at the rate of 24% with effect from the year of assessment 2016.

Tax allowable expenses would comprise expenses falling under Section 33(1) and Section 63B of the MITA. Section 33(1) permits a deduction for expenses that are wholly and exclusively incurred in the production of gross income. In addition, Section 63B allows unit trusts a deduction for a portion of other expenses (referred to as 'permitted expenses') not directly related to the production of income, as explained below.

"Permitted expenses" refer to the following expenses incurred by the Fund which are not deductible under Section 33(1) of the MITA:

- the manager's remuneration,
- maintenance of the register of unit holders,
- share registration expenses,
- secretarial, audit and accounting fees, telephone charges, printing and stationery costs and postage.

These expenses are given a partial deduction under Section 63B of the MITA, based on the following formula:

where

- A is the total of the permitted expenses incurred for that basis period;
- B is gross income consisting of dividend<sup>1</sup>, interest and rent chargeable to tax for that basis period; and
- C is the aggregate of the gross income consisting of dividend<sup>1</sup> and interest (whether such dividend or interest is exempt or not) and rent, and gains made from the realisation of investments (whether chargeable to tax or not) for that basis period,

<sup>&</sup>lt;sup>1</sup> Pursuant to Section 15 of the Finance Act 2011, with effect from the year of assessment 2011, dividend income is deemed to include income distributed by a unit trust which includes distributions from Real Estate Investment Trusts.

provided that the amount of deduction to be made shall not be less than 10% of the total permitted expenses incurred for that basis period.

#### Exempt income

The following income of the Fund is exempt from income tax:

#### • Malaysian sourced dividends

All Malaysian-sourced dividends should be exempt from income tax.

#### • Malaysian sourced interest

- (i) interest from securities or bonds issued or guaranteed by the Government of Malaysia;
- (ii) interest from debentures or *sukuk*, other than convertible loan stock, approved or authorized by, or lodged with, the Securities Commission:
- (iii) interest from Bon Simpanan Malaysia issued by Bank Negara Malaysia;
- (iv) interest derived from Malaysia and paid or credited by banks licensed under the Financial Services Act 2013 or the Islamic Financial Services Act 2013<sup>2</sup>;
- (v) interest derived from Malaysia and paid or credited by any development financial institution prescribed under the Development Financial Institutions Act 2002;
- (vi) interest from *sukuk* originating from Malaysia, other than convertible loan stock, issued in any currency other than Ringgit and approved or authorized by, or lodged with, the Securities Commission or approved by the Labuan Financial Services Authority (LFSA)<sup>3</sup>; and
- (vii) interest which is specifically exempted by way of statutory orders or any other specific exemption provided by the Minister.

#### Discount

Tax exemption is given on discount paid or credited to any unit trust in respect of investments as specified in items (i), (ii) and (iii) above.

#### Foreign sourced income

Pursuant to the Finance Act 2021, income derived by a resident person from sources outside Malaysia and received in Malaysia from 1 January 2022 will be subject to tax. Foreign sourced income (FSI) received in Malaysia during the transitional period from 1 January 2022 to

30 June 2022 will be taxed at 3% of gross, and from 1 July 2022 onwards at the prevailing tax rate(s) of the taxpayer. Bilateral or unilateral tax credit may be allowed if the same income has suffered foreign tax, and where relevant conditions are met. On 30 December 2021 the Ministry of Finance (MOF) issued a press statement stating that certain types of FSI of resident taxpayers will continue to be exempt from tax, subject to conditions. This exemption will apply to the foreign-sourced dividend income of companies and limited liability partnerships, and all FSI of individuals (except individuals carrying out business in Malaysia through a partnership). The tax exemption will be effective for five years from 1 January 2022 to 31 December 2026 and will be subject to conditions which will be outlined in guidelines issued by the Inland Revenue Board (IRB). Unit trusts were not included in the MOF press statement and the relevant IRB guidelines have yet to be issued.

#### Gains from the realisation of investments

Pursuant to Section 61(1) (b) of the MITA, gains from the realisation of investments will not be treated as income of the Fund and hence, are not subject to income tax. Such gains may be subject to real property gains tax (RPGT) under the Real Property Gains Tax Act 1976 (RPGT Act), if the gains are derived from the disposal of chargeable assets, as defined in the RPGT Act.

#### Implementation of Sales and Service Tax ("SST")

Sales and Service Tax (SST) was re-introduced effective 1 September 2018. Sales Tax of 10% (most common rate) or 5% is charged by Malaysian manufacturers of taxable goods or upon importation into Malaysia of such taxable goods, unless specifically exempted under the Sales Tax (Goods Exempted From Tax) Order 2018. Service Tax at the rate of 6% is charged on certain prescribed taxable services performed by taxable persons as stipulated under Service Tax Regulations 2018. The input tax recovery mechanism under the previous GST regime does not apply to SST. Therefore, any SST incurred is not recoverable and will form a cost element for businesses.

Based on the Service Tax Regulations 2018, a unit trust fund is neither regarded as a taxable person nor as providing taxable services and is therefore not liable for SST registration. Where the Fund incurs expenses such as management fees, the management services provided by asset and fund managers are specifically excluded from the scope of Service Tax. As for other fees, such as trustee fees and other administrative charges, these may be subject to 6% service tax provided they fall within the scope of service tax (i.e. are provided by a "taxable person", who exceeds the required annual threshold (in most cases RM 500,000 per annum) and the services qualify as "taxable services").

<sup>&</sup>lt;sup>2</sup> Effective from 1 January 2019, the income tax exemption for a unit trust fund, pursuant to Paragraph 35A, Schedule 6 of the MITA shall not apply to a wholesale fund which is a money market fund.

<sup>&</sup>lt;sup>3</sup> Effective from the year of assessment 2017, the exemption shall not apply to interest paid or credited to a company in the same group or interest paid or credited to a bank licensed under the Financial Services Act 2013 or the Islamic Financial Services Act 2013; or a development financial institution prescribed under the Development Financial Institutions Act 2002.

#### Taxation of unit holders

For Malaysian income tax purposes, unit holders will be taxed on their share of the distributions received from the Fund.

The income of unit holders from their investment in the Fund broadly falls under the following categories:

- 1. taxable distributions; and
- 2. non-taxable and exempt distributions.

In addition, unit holders may also realise a gain from the sale of units.

The tax implications of each of the above categories are explained below:

#### 1. Taxable distributions

Distributions received from the Fund will have to be grossed up to take into account the underlying tax paid by the Fund and the unit holder will be taxed on the grossed up amount.

Such distributions carry a tax credit, which will be available for set-off against any Malaysian income tax payable by the unit holder. Should the tax deducted at source exceed the tax liability of the unit holder, the excess is refundable to the unit holder.

Please refer to the paragraph below for the income tax rates applicable to the grossed up distributions.

#### 2. Non-taxable and exempt distributions

Tax exempt distributions made out of gains from the realisation of investments and exempt income earned by the Fund will not be subject to Malaysian income tax in the hands of the unit holders.

A retail money market fund is exempted from tax on its interest income derived from Malaysia, pursuant to Paragraph 35A of Schedule 6 of the ITA. Pursuant to the Finance Act 2021, with effect from 1 January 2022, distributions by a retail money market fund from such tax exempt interest income, to a unit holder other than an individual, will no longer be exempt from tax. The distribution to unit holders other than individuals will be subject to withholding tax at 24%. This would be a final tax for non-residents. Malaysian residents are required to include the distributions in their tax returns and claim a credit in respect of the withholding tax suffered. Individuals will continue to be exempt from tax on such distributions.

#### Rates of tax

The Malaysian income tax chargeable on the unit holders would depend on their tax residence status and whether they are individuals, corporations or trust bodies. The relevant income tax rates are as follows:

Unit holders	Malaysian income tax rates
Malaysian tax resident:	
Individual and non-corporate unit holders (such as associations and societies)	• Progressive tax rates ranging from 0% to 30%
Co-operatives <sup>4</sup>	• Progressive tax rates ranging from 0% to 24%
Trust bodies	• 24%
Corporate unit holders     (i) A company with paid up capital in respect of ordinary shares of not more than RM2.5 million (at the beginning of the basis period for the year of assessment) and gross income from a source or sources consisting of a business not exceeding RM50 million for the basis period for the year of assessment <sup>5</sup>	<ul> <li>First RM600,000 of chargeable income @ 17%</li> <li>Chargeable income in excess of RM600,000 @ 24%</li> </ul>
(ii) Companies other than (i) above	• 24%

<sup>&</sup>lt;sup>4</sup> Pursuant to Paragraph 12(1), Schedule 6 of the MITA, the income of any co-operative society—

<sup>(</sup>a) in respect of a period of five years commencing from the date of registration of such co-operative society; and

<sup>(</sup>b) thereafter where the members' funds [as defined in Paragraph 12(2)] of such co-operative society as at the first day of the basis period for the year of assessment is less than seven hundred and fifty thousand ringgit, is exempt from tax.

<sup>&</sup>lt;sup>5</sup> A company would not be eligible for the 17% tax rate on the first RM600,000 of chargeable income if:-

Unit holders	Malaysian income tax rates
Non-Malaysian tax resident (Note 1):	
Individual and non-corporate unit holders	• 30%
Corporate unit holders and trust bodies	• 24%

Non-resident unit holders may be subject to tax in their respective countries depending on the provisions of the tax legislation in the respective countries and any existing double taxation arrangements with Malaysia.

#### Gains from sale of units

Gains arising from the realisation of investments will generally not be subject to income tax in the hands of unit holders unless they are insurance companies, financial institutions or traders / dealers in securities.

#### Unit splits and reinvestment of distributions

Unit holders may also receive new units as a result of unit splits or may choose to reinvest their distributions. The income tax implications of these are as follows:

- Unit splits new units issued by the Fund pursuant to a unit split will not be subject to income tax in the hands of the unit holders.
- Reinvestment of distributions unit holders may choose to reinvest their income distribution in new units by informing the Manager. In this event, the unit holder will be deemed to have received the distribution and reinvested it with the Fund.

\*\*\*\*\*\*\*\*\*\*\*

We hereby confirm that, as at the date of this letter, the statements made in this letter correctly reflect our understanding of the tax position under current Malaysian tax legislation and the related interpretation and practice thereof, all of which are subject to change, possibly on a retrospective basis. We have not been retained (unless specifically instructed hereafter), nor are we obligated to monitor or update the statements for future conditions that may affect these statements.

The statements made in this letter are not intended to be a complete analysis of the tax consequences relating to an investor in the Fund. As the particular circumstances of each investor may differ, we recommend that investors obtain independent advice on the tax issues associated with an investment in the Fund.

Yours faithfully

Ernst & Young Tax Consultants Sdn Bhd

Bernard Yap

Partner

Ernst & Young Tax Consultants Sdn Bhd has given its consent to the inclusion of the Taxation Adviser's Letter in the form and context in which it appears in this Replacement Prospectus Issue No. M4 and has not withdrawn such consent before the date of issue of this Replacement Prospectus Issue No. M4.

<sup>(</sup>a) more than 50% of the paid up capital in respect of the ordinary shares of the company is directly or indirectly owned by a related company which has paid up capital in respect of ordinary shares of more than RM2.5 million at the beginning of a basis period for a year of assessment;

the company owns directly or indirectly more than 50% of the paid up capital in respect of the ordinary shares of a related company which has paid up capital in respect of ordinary shares of more than RM2.5 million at the beginning of a basis period for a year of assessment;

<sup>(</sup>c) more than 50% of the paid up capital in respect of the ordinary shares of the company and a related company which has a paid up capital in respect of ordinary shares of more than RM2.5 million at the beginning of a basis period for a year of assessment is directly or indirectly owned by another company.

The above excludes a business trust and a company which is established for the issuance of asset-backed securities in a securitization transaction approved by the Securities Commission.

### 10. DISTRIBUTORS OF THE FUND

Currently Class MYR and Class USD of the Fund are available for sale. As at LPD, Class MYR and/or Class USD are available from the following distributors and their branches:

#### 10.1. OUR BRANCHES

Main Branch Northern Branch Southern Branch Sawarak Branch Sabah Branch Ampang Branch Melaka Branch Kuantan Branch Kota Bharu Branch

For information and updates on our branches, please contact our Customer Care Centre under the "Corporate Directory" section during business hour between 8:45 a.m. and 5:45 p.m. (Malaysian time) from Mondays to Fridays or refer to our website at www.principal.com.my.

#### 10.2. PRINCIPAL DISTRIBUTORS

#### **Nsg Wealth Advisors**

No 8 Jalan BM 7/19 Seksyen 7 Bandar Bukit Mahkota Kajang 43000 Selangor Tel: (603) 8920 8277

#### **Platinum**

E5-03 Empire Damansara Jalan PJU 8/8 Damansara Perdana 47820 Petaling Jaya Tel: (603) 7843 0506

#### **Dynamics Wealth Advisors**

(formerly known as Star Pesona Advisors) (secondly knows as Professional 5 star wealth advisors) Unit B-3A-1 Setiawangsa Business Suites Jalan Setiawangsa 11 Taman Setiawangsa 54200 Kuala Lumpur Tel: (603) 4256 6277

#### Megas

2-6A Jalan PJU 8/3A Bandar Damansara Perdana 47820 Petaling Jaya Selangor

Tel: (603) 7725 6320

#### Amg Synergy Multiresources Sdn Bhd

3rd Floor No 45 Jalan Teluk Sisek 25000 Kuantan Pahang Tel: (609) 5161 430

#### Elite Group Consultants

No 6-2 Jalan Dagang 1/1A

#### Charisma Legacy

B-1-22 & B-2-22 & B-2-21 Block B 10 Boulevard Jalan Cempaka Sungai Kayu Ara 47400 Petaling Jaya Selangor Tel: (603) 7722 3895

#### **AAAAA Wealth Builders**

(formerly known as O-tye Group Consultans)
Lot C-615 & Lot C-616
Level 6 Block C Kelana Square
17 Jalan SS7/26
Kelana Jaya
47301 Petaling Jaya Selangor
Tel: (603)-7880 6893

#### My Financial Freedom Advisors

(formerly known as M\$G Prominent Consultants)
No.3A, Jalan Hentian 3
Pusat Hentian Kajang
43000 Kajang
Selangor
Tel: (603) 8741 4382

#### **Preferred Wealth Advisors**

(formerly known as Titan Empire)
No 12-01 D'bayu Business Center
Jalan Serambi U8/24
Bukit Jelutong
40150 Shah Alam
Selangor
Tel: (603) 6142 8382

#### **Otye Xcellence Consultants**

Lot No 35-2 2nd Floor Jalan Sepah Puteri 5/1B Pusat Dagangan Seri Utama PJU 5 Kota Damansara 47410 Selangor Tel: (603) 6140 3046

#### **Prestige Wealth Advisors**

I-91-2 Block I

Taman Dagang 68000 Ampang Selangor

Tel: (603) 4251 1129

**Success Concepts Life Planners** 

J-06-01 Level 6 Block J Solaris Mont' Kiara Jalan Solaris 50480 Kuala Lumpur Tel: (603) 6204 0113

**Aces Advisors** 

Unit D5-6 Ritze Perdana 1 Jalan PJU 8/2 Damansara Perdana 47820 Petaling Jaya, Selangor Tel: (6016) 2292 342

**GVG Solution Agency** 

No. 12-01 Jalan Setia Tropika 1/29 Taman Setia Tropika Johor Bahru 81200 Johor

Tel: (607) 2326 976

#### **Tremendous Wealth Advisors**

No 11 Level 2 Jalan Pelabur B 23/B Section 23 40300 Shah Alam Selangor Darul Ehsan Tel: (603) 5480 0296

#### Soha Barakah Wealth Consultancy

No 55-2, 57-2, 59-2 Jalan Tu 49A Taman Tasik Utama Ayer Keroh 75450 Melaka Tel: (606) 2533 289

#### **Evoque Wealth Advisors**

2nd Floor No 32A-2 Jalan PJU 5/20d The Strand Pusat Perdagangan Kota Damansara Kota Damansara PJU 5 47810 Petaling Jaya Selangor Tel: (603) 6151 9512

#### Premierone Wealth

No 527-1 Jalan Pusat Bandar Senawang Pusat Bandar Senawang 70450 Senawang Negeri Sembilan Tel: (606) 6718 253

Charisma Legacy 1

B-3-21 Block Bougainvellea 10 Boulevard Lebuhraya Sprint PJU 6A 47400 Petaling Jaya Selangor

Tel: (603) 7733 5009

#### Nrich Wealth Advisory Group

ZP-02-12 Zest Point Lebuhraya Bukit Jalil Bandar Kinrara 47180 Puchong Selangor Tel: (603) 8074 8485 Jalan Teknologi 3/9 Kota Damansara 47810 Petaling Jaya Selangor Tel: (603) 6140 7275

#### **Magnificent Champion Agency Office**

47A, Tingkat 1 Jalan Badminton 13/29 Seksyen 13, Shah Alam 40100 Selangor Tel: (603) 5523 2693

#### **Premier Wealth Advisors**

No 18-1 S2 B18 Biz Avenue Seremban 2 70300 Seremban Negeri Sembilan Tel: (606) 6015 749

#### My IFP Kemaman

PT 10725, Ground Floor Jalan Kubang Kurus Taman Cukai Utama Fasa 4 24000 Kemaman Terengganu Tel: (609) 8589 911

#### **Wealth Resources Group Advisors**

No 41B 3B Curve Business Park Medan Pusat Bandar 2D Seksyen 9 43650 Bandar Baru Bangi Selangor Tel: (603) 8926 4155

#### **GVG Pasir Gudang Solution**

No 38-01 Jalan Serangkai 18 Taman Bukit Dahlia 81700 Pasir Gudang Johor Tel: (6012) 7076 107

#### **KPG Management Resources**

19-1 Jalan Adenium 2G/9 Adenium Business Center Bukit Beruntung 48300 Rawang Selangor Tel: (603) 6021 7385

#### Victorious Agency

33-01 Jalan Tampoi Susur 1 81200 Johor Bahru Johor Tel: (6011) 1211 840

#### **KPG Elite Billionaire**

No 15-1 Jalan Adenium 2g/9 Adenium Business Centre 48300 Bukit Beruntung Rawang Selangor Tel: (603) 6021 7188

#### Charisma Legacy 3

B-3-17 Blok Bouganvilla 10 Boulevard Lebuh Raya Sprint Pju 6A Kayu Ara Damansara Jaya 47400 Petaling Jaya Selangor Tel: (603) 7733 4211

#### Synergy Wealth Entrepreneur

98-2 Jalan Dwitasik Dataran Dwitasik Bandar Sri Permaisuri Cheras 56000 Kuala Lumpur

Tel: (603) 9226 5344

#### **KPG Capital Growth Solution**

No 15-1 Jalan Adenium 2G/9 Adenium Business Centre 48300 Bukit Beruntung Rawang Selangor Tel: (603) 6021 7188

#### **NZ Group**

PT 650 1st & 2nd Floor Jalan Sri Cemerlang Seksyen 27 15300 Kota Bharu Kelantan

Tel: (609) 7476 932

#### Zenith Premier Wealth Advisors

No 98 Second Floor Jalan Legenda 1 Legenda Heights 08000 Sungai Petani Kedah

Tel: (604) 4246 042

#### Millionaire Empire Group

23-1 Jalan Rejang 4 Setapak Jaya 53300 Kuala Lumpur Tel: (603) 4141 6644

#### 10.3. IUTA

**Principal Distributors** CIMB Bank Berhad CIMB Investment Bank Berhad - Retail Equities CIMB Private Banking Affin Bank Berhad Alliance Bank Malaysia Berhad AmBank (M) Berhad AmInvestment Bank Berhad Citibank Berhad Hong Leong Bank Berhad HSBC Bank Malaysia Berhad IFAST Capital Sdn. Bhd. Kenanga Investment Bank Berhad OCBC Bank (Malaysia) Berhad Phillip Mutual Berhad **RHB Bank Berhad** Standard Chartered Bank Malaysia Berhad United Overseas Bank (Malaysia) Bhd UOB Kay Hian Securities (M) Sdn Bhd

#### Charisma Legacy Kota Bharu

PT1671 & 1672 Tingkat 2 Jalan Raja Perempuan Zainab 2 Kubang Kerian 16150 Kota Bharu Kelantan Tel: (6016) 2236 343

#### Global Amazing Entrepreneur

C-10-2 & C-11-2 Bangi Gateway Shopping Complex Persiaran Pekililing Seksyen 15 43650 Bandar Baru Bangi Selangor

Tel: (603) 8920 9038

#### Charisma Legacy 2

B-3-25 Block Bougainvillea 10 Boulevard Lebuhraya Sprint PJU 6A 47400 Petaling Jaya Selangor Tel: (603) 7733 2460

Sa@7

No. 35B-2 (2nd Floor)
Jalan Keluli Am 7/AM
Pusat Perniagaan Bukit Raja Seksyen 7
400000 Shah Alam
Selangor
Tel: (603) 3341 4978

#### **Finaims**

Suite 3a Level 4 Starling Mall Damansara Uptown 47400 Petaling Jaya Selangor Tel: (6013) 3257 653

**Note:** We have the discretion in determining the Distributors of the Classes of the Fund, including its appointment and/or termination from time to time. For updated and more information on the Distributors of the Fund, please contact our **Customer Care Centre** under the "Corporate Directory" section during business hour between 8:45 a.m. and 5:45 p.m. (Malaysian time) from Mondays to Fridays or refer to our website at www.principal.com.my.

## **ANNEXURE - CLASS MYR**

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

#### **CLASS INFORMATION**

Class MYR		
Currency denomination	MYR	
Distribution policy	Given the Fund's investment objective, the Fund is not expected to pay any distribution. However, we have the discretion to make income distribution on an ad-hoc basis, taking into consideration the level of its realized income and/or realized gains, as well as the performance of the Fund. We also have the right to make provisions for reserves in respect of distribution of the Class.	19

#### **FEES & CHARGES**

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

Charges	Class MYR	Page
Application Fee*	Up to 5.50% of the NAV per unit.	9
Withdrawal Fee	Nil.	9
Switching Fee	Switching is treated as a withdrawal from this Class and an investment into another class or Principal Malaysia's funds (or its classes), 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 other class or Principal Malaysia's funds (or its classes). Switching Fee will not be charged if the class or Principal Malaysia's funds (or its classes) to be switched into has a lower Application Fee. In addition, you may be charged a MYR100 as the administrative fee for each switch. You may negotiate to lower the Switching Fee and/or administrative fee with us or our Distributors. We also have the discretion to waive the Switching Fee and/or administrative fee.	9
Transfer Fee	A maximum of RM50.00 may be charged for each transfer.	9
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.	

\*If the Fund is an EPF-MIS approved fund and you have invested via EPF-MIS, you may be charged an Application Fee of up to 3.00% of the NAV per unit, or such other rate as the EPF may determine.

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

Fees	Class MYR	Page
Management Fee	Up to 1.80% per annum of the NAV of the Class.	10
Trustee Fee	Up to 0.07% per annum (including local sub-custodian fees but excluding foreign sub-custodian fee) on the NAV of the Fund. The foreign sub-custodian fee is dependent on the country invested and is charged monthly in arrears.	10
Expenses directly related to Fund or Class	Only expenses that are directly related to the Fund or Class can be charged to the Fund or Class respectively. Examples of relevant expenses are audit fee and tax agent's fee.	10
Other fees payable indirectly by an investor when investing in the Fund	Nil.	

**Note:** Subject always to the provisions of the Deed and GUTF, we reserve our sole and absolute discretion without providing any reason whatsoever and at any time to amend, vary, waive and/ or reduce the fees and charges (except for the Trustee Fee), whether payable by the Fund, Class, payable by you to the Fund or payable by any other investors to the Fund.

#### TRANSACTION INFORMATION

	Class MYR	Page
Minimum initial investment*	MYR500 or such other amount as we may decide from time to time.	17
Minimum additional investment*	MYR200 or such other amount as we may decide from time to time.	17
Minimum withdrawal	400 units or such other number of units as we may decide from time to time.	17
Minimum balance	500 units or such other number of units as we may decide from time to time.	18
Regular Savings Plan	RSP is available for Class MYR. The RSP allows you to make regular monthly investments of MYR200 or more, directly from your account held with a bank approved by us or our Distributors. The minimum initial investment for the RSP is MYR500 or such other amount as we may decide from time to time.	17
Cooling-off period	Six (6) Business Days from the date the complete application is received and accepted by us or our Distributors from the first time individual investor. However, Principal Malaysia's staff and person(s) registered with a body approved by the SC to deal in unit trusts funds are not entitled to the cooling-off right.	18
Switching	Switching will be conducted based on the value of your investment 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 the 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.	18
Transfer	We may, at our absolute discretion, allow or refuse Unit holders to transfer their units subject to such terms and conditions as may be stipulated by us from time to time.	18

<sup>\*</sup>The minimum initial investment for EPF-MIS shall be MYR1,000 or such other amount as may be determined by EPF or as per the amount stated above, whichever is higher. Pleases note that there may be changes to the status of the eligibility of the Fund under the EPF-MIS from time to time. Please refer to our website at www.principal.com.my or www.kwsp.gov.my for updated information.

Note: We reserve our sole and absolute discretion without providing any reason whatsoever and at any time to accept, reject, amend, vary, waive and/or reduce (as the case maybe): (i) your request for a lower amount or number of units when purchasing units (or additional units) or withdrawing units; and/or (ii) the minimum balance. 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.

We may for any reason and at any time, waive or reduce: (a) any fees (except the Trustee Fee); (b) other charges payable by you in respect of the Fund; and/or (c) transactional values including but not limited to the units or amount, for any Unit holder and/or investments made via any distribution channels or platform.

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 you and/or the Fund as disclosed or illustrated in this Prospectus.

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

## **ANNEXURE - CLASS USD**

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

#### **CLASS INFORMATION**

Class USD	·	
Currency denomination	USD	
Distribution policy	Given the Fund's investment objective, the Fund is not expected to pay any distribution. However, we have the discretion to make income distribution on an ad-hoc basis, taking into consideration the level of its realized income and/or realized gains, as well as the performance of the Fund. We also have the right to make provisions for reserves in respect of distribution of the Class.	19

#### **FEES & CHARGES**

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

Charges	Class USD	Page
Application Fee	Up to 5.50% of the NAV per unit.	9
Withdrawal Fee	Nil.	9
Switching Fee	Switching is treated as a withdrawal from this Class and an investment into another class or Principal Malaysia's funds (or its classes), 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 other class or Principal Malaysia's funds (or its classes). Switching Fee will not be charged if the class or Principal Malaysia's funds (or its classes) to be switched into has a lower Application Fee. In addition, you may be charged an USD 35 as the 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	9
Transfer Fee	A maximum of USD15 may be charged for each transfer.	9
Other charges payable directly by an investor when purchasing or withdrawal the units	Any applicable bank charges and other bank fees incurred as a result of an investment or w will be borne by you.	

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

Fees	Class USD	Page
Management Fee	Up to 1.80% per annum of the NAV of the Class.	10
Trustee Fee	Up to 0.07% per annum (including local sub-custodian fees but excluding foreign sub-custodian fee) on the NAV of the Fund. The foreign sub-custodian fee is dependent on the country invested and is charged monthly in arrears.	10
Expenses directly related to Fund or Class	Only expenses that are directly related to the Fund or Class can be charged to the Fund or Class respectively. Examples of relevant expenses are audit fee and tax agent's fee.	10
Other fees payable indirectly by an investor when investing in the Fund	Nil.	

**Note:** Subject always to the provisions of the Deed and GUTF, we reserve our sole and absolute discretion without providing any reason whatsoever and at any time to amend, vary, waive and/ or reduce the fees and charges (except for the Trustee Fee), whether payable by the Fund or Class, payable by you to the Fund or payable by any other investors to the Fund.

#### TRANSACTION INFORMATION

	Class USD	Page
Minimum initial investment*	USD500 or such other amount as we may decide from time to time.	17
Minimum additional investment*	USD200 or such other amount as we may decide from time to time.	17
Minimum withdrawal	400 units or such other number of units as we may decide from time to time.	17
Minimum balance	500 units or such other number of units as we may decide from time to time.	18
Regular Savings Plan	Currently not available for Class USD.	17
Cooling-off period	Six (6) Business Days from the date the complete application is received and accepted by us or our Distributors from the first time individual investor investing with us or our Distributors. However, Principal Malaysia's staff and person(s) registered with a body approved by the SC to deal in unit trusts funds are not entitled to the cooling-off right.	18
Switching	Switching will be conducted based on the value of your investment 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 the 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).	18
Transfer	We may, at our absolute discretion, allow/refuse Unit holders to transfer their units subject to such terms and conditions as may be stipulated by us from time to time.	19

Note: We reserve our sole and absolute discretion without providing any reason whatsoever and at any time to accept, reject, amend, vary, waive and/or reduce (as the case maybe): (i) your request for a lower amount or number of units when purchasing units (or additional units) or withdrawing units; and/or (ii) the minimum balance. 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.

We may for any reason and at any time, waive or reduce: (a) any fees (except the Trustee Fee); (b) other charges payable by you in respect of the Fund; and/ or (c) transactional values including but not limited to the units or amount, for any Unit holder and/or investments made via any distribution channels or platform.

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 you and/or the Fund as disclosed or illustrated in this Prospectus.

We have the discretion to amend the amount, rate and/or terms and conditions for the above-mentioned fees, charges and/or transaction information from time to time, subject to the requirements stipulated in the Deed. Where necessary, we will notify the Trustee, communicate to you and/or seek your approval on the amendments to the fees, charges and/or 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 Prospectus before investing and keep this Prospectus 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 your capital.

### **CLASS INFORMATION**

	Class D	Page
Investors eligibility	You are eligible to invest in the Fund if you are:  an individual who is at least eighteen (18) years of age; and have an account in the e-Wallet App and fulfil the requirements therein. We reserve the right to accept or reject any application in whole or in part thereof without assigning any reason in respect thereof.	16
Currency denomination	MYR	
Distribution policy	Given the Fund's investment objective, the Fund is not expected to pay any distribution. However, we have the discretion to make income distribution on an ad-hoc basis, taking into consideration the level of its realized income and/or realized gains, as well as the performance of the Fund. We also have the right to make provisions for reserves in respect of distribution of the Class.	19

### **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	Up to 5.50% of the NAV per unit.	9
Withdrawal Fee	Nil.	9
Switching Fee	When available, 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 as the administrative fee for each switch. We also have the discretion to waive the Switching Fee and/or administrative fees.	9
Transfer Fee	When available, a maximum of MYR50.00 may be charged for each transfer.	9
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 1.80% per annum of the NAV of the Class.	10
Trustee Fee	Up to 0.07% per annum (including local custodian fee but excluding foreign sub-custodian fee and charges) on the NAV of the Fund. The foreign sub-custodian fee and charges is dependent on the country invested and is charged monthly in arrears.	10
Expenses directly related to Fund or Class	Only expenses that are directly related to the Fund or Class can be charged to the Fund or Class respectively. Examples of relevant expenses are audit fee and tax agent's fee.	10
Other fees payable indirectly by you when investing in the Fund	Nil.	

**Note:** Subject always to the provisions of the Deed and GUTF, we reserve our sole and absolute discretion without providing any reason whatsoever and at any time to amend, vary, waive and/or reduce the fees and charges (except for Trustee Fee), whether payable by the Fund or Class, payable by you to the Fund or payable by any other investors to the Fund.

#### TRANSACTION INFORMATION

	Class D	Page
Minimum initial investment	MYR10 or such other amount as we may decide from time to time.	17
Minimum additional investment	MYR10 or such other amount as we may decide from time to time.	15
Minimum withdrawal	MYR10 or such other amount as we may decide from time to time.	17
Minimum balance	10 units or such other number of units as we may decide from time to time.	18
RSP	When available, the RSP allows you to make regular monthly investments of MYR10 or more, directly from your e-wallet or account held with a bank approved by us or the e-Wallet Provider. The minimum initial investment for the RSP is MYR10 or such other amount as we may decide from time to time.	17
Cooling-off period	<ul> <li>Six (6) Business Days from the date the complete application is received and accepted by us from the first-time individual investor. However, cooling-off right is not applicable if:</li> <li>(i) you have withdrawn all or parts of your investment from Class D either to your e-Wallet or your bank account; or</li> <li>(ii) you are Principal Malaysia's staff and person(s) registered to deal in unit trust of Principal Malaysia.</li> <li>Request for cooling-off must be made directly through Principal Malaysia or e-Wallet App (where available).</li> <li>Note: Please consult your professional advisers before investing. You may also contact our</li> </ul>	18
Switching	Customer Care Centre under the "Corporate Directory" section for further information.  When available, switching will be conducted based on the value of your investments in the	18
	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 Fee of the Class (if any)  for switching into the 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).	
Transfer	When available, we may, at our absolute discretion, allow/refuse Unit holders to transfer their units subject to such terms and conditions as may be stipulated in the Deed.	19

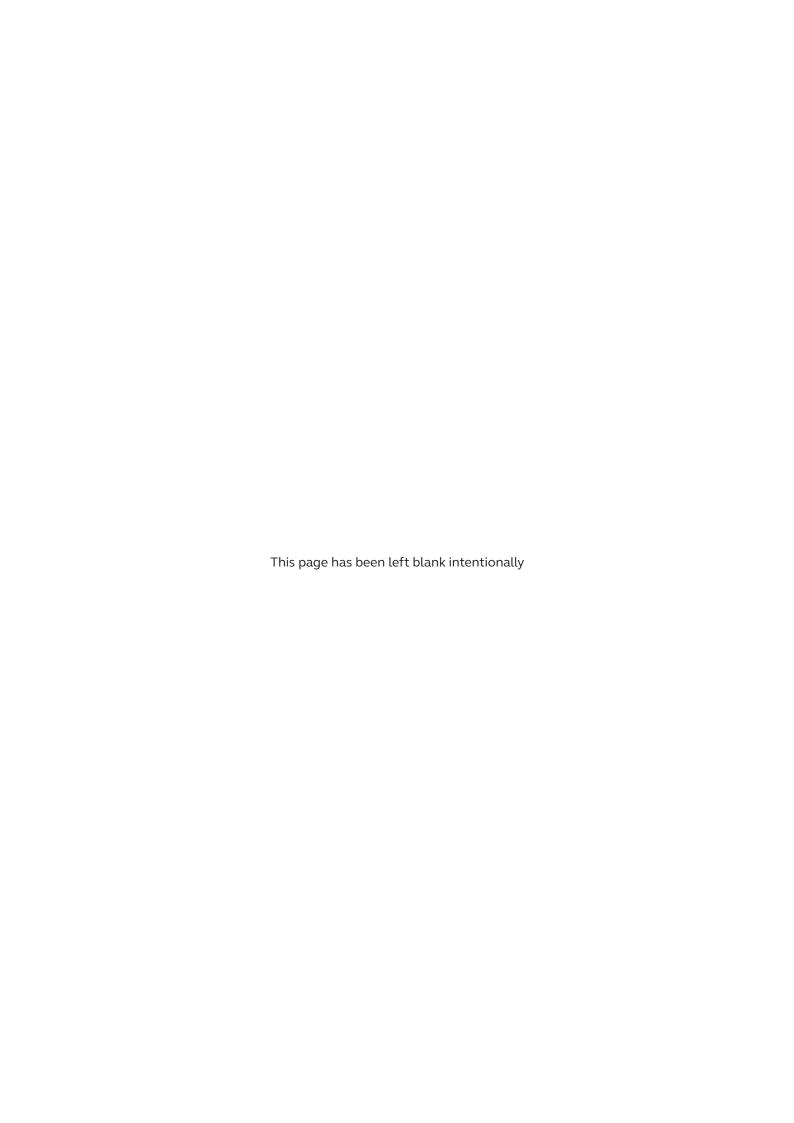
**Note:** For increase in the amount or number of units for minimum withdrawal and minimum balance, we will require concurrence from the Trustee and you will be notified of such changes.

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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 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 this Prospectus.

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



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