

Singapore Prospectus

CIMB-Principal Malaysia Equity Fund

The CIMB-Principal Malaysia Equity Fund (the “Fund”) is authorised by the Securities Commission Malaysia (“SC”). The Fund is established in Malaysia and constituted outside of Singapore. The Manager of the Fund is Principal Asset Management Berhad (formerly known as CIMB-Principal Asset Management Berhad) (the “Manager” or “Principal Malaysia”). The Manager has appointed Principal Asset Management (S) Pte Ltd (formerly known as CIMB-Principal Asset Management (S) Pte. Ltd.) (Company Registration No. 200607208K) (whose details appear in the Directory of this Singapore Prospectus) as its Singapore Representative and agent for service of process in Singapore.

CIMB-PRINCIPAL MALAYSIA EQUITY FUND

Singapore Prospectus

(REQUIRED PURSUANT TO
DIVISION 2 OF PART XIII OF THE
SECURITIES AND FUTURES ACT (CAP 289))

Registered on 23 August 2019
valid up to and including 22 August 2020

The CIMB-Principal Malaysia Equity Fund (the “**Fund**”) is authorised by the Securities Commission Malaysia (“**SC**”). The Fund is established in Malaysia and constituted outside of Singapore. The Manager of the Fund is Principal Asset Management Berhad (*formerly known as CIMB-Principal Asset Management Berhad*) (the “**Manager**” or “**Principal Malaysia**”). The Manager has appointed Principal Asset Management (S) Pte Ltd (*formerly known as CIMB-Principal Asset Management (S) Pte. Ltd.*) (Company Registration No. 200607208K) (whose details appear in the Directory of this Singapore Prospectus) as its Singapore Representative and agent for service of process in Singapore.

CIMB-PRINCIPAL MALAYSIA EQUITY FUND

Important Information

The date of registration of this Singapore Prospectus with the Monetary Authority of Singapore (the “**MAS**”) is 23 August 2019. This Singapore Prospectus shall be valid for a period of 12 months from the date of the registration (up to and including 22 August 2020) and shall expire on 23 August 2020.

The Fund offered in this Singapore Prospectus is a recognised scheme under the Securities and Futures Act (Cap 289) of Singapore (the “**SFA**”). A copy of this Singapore Prospectus has been lodged with and registered by the MAS. The MAS assumes no responsibility for the contents of this Singapore Prospectus. Registration of this Singapore Prospectus by the MAS does not imply that the SFA or any other legal or regulatory requirements have been complied with. The MAS has not, in any way, considered the investment merits of the Fund.

The Fund is established as a unit trust fund in Malaysia and is authorised under the Capital Markets and Services Act 2007 of Malaysia. The Fund is assessed by the SC as suitable to be a qualifying fund under the Framework for cross-border public offers of Qualifying CIS (“**ASEAN CIS Framework**”). The Fund is established with a multi-class structure under which new Class(es) may be established from time to time.

The Fund may invest at least 70% of its NAV in equities and up to 28% of the Fund’s NAV in other permissible investments. In line with its objective, the investment policy and strategy of the Fund will focus on investment in shares of companies with growth potential. For more information, please refer to paragraph 7 of this Singapore Prospectus.

Investor Profile

The recommended investment timeframe for the Fund is five (5) years or more. The Fund is suitable for investors who:

- have a long-term investment horizon;
- do not require regular income from their investment;
- are comfortable with a higher than average degree of volatility; and/or
- seek capital appreciation over the long-term.

The Board of Directors of the Manager (the “**Board of Directors**”) has taken all reasonable care to ensure that the information contained in this Singapore Prospectus is, to the best of their knowledge and belief, in accordance with the facts and does not omit anything material in respect of such information. The Board of Directors accepts responsibility accordingly.

Potential investors should note that the Fund is subject to market fluctuations and that there can be no assurance that any appreciation in value will occur. The value of investments and the income from the Fund, and therefore the value of, and income from the units of the Fund (“**Units**”), can go down as well as up and an investor may not get back the amount invested.

Potential investors should seek independent professional advice to ascertain (a) the possible tax consequences, (b) the legal requirements, or (c) any foreign exchange restrictions or exchange control requirements which they may encounter under the laws of their citizenship, residence or domicile, which may be relevant to the subscription, holding or disposal of Units and should inform themselves of and observe all such laws and regulations in any relevant jurisdiction that may be applicable to them.

The distribution of this Singapore Prospectus is restricted to within Singapore only and the offering of the Units may be restricted in certain jurisdictions; persons into whose possession this Singapore Prospectus comes are required to inform themselves about and to observe any such restrictions.

This Singapore Prospectus does not constitute an offer by anyone in any jurisdiction in which such offer is not authorised, or to any person to whom it is unlawful to make such offer. Persons to whom a copy of this Singapore Prospectus has been issued shall not circulate to any other person, reproduce or otherwise distribute this Singapore Prospectus or any information herein for any purpose whatsoever nor permit or cause the same to occur.

Where the Manager becomes aware of a US person (i.e. someone who has a USA address (permanent or mailing)) or US entity (i.e. corporation, trust, partnership or other entity created or organised in or under the laws of the United States or any state thereof or any estate or trust the income of which is subject to United States Federal Income Tax regardless of source) holding Units in the Fund, a notice may be issued to that Unit Holder requiring the Unit Holder to, within thirty (30) days, either withdraw the Unit Holder's units or transfer the units to a non-US person or non-US entity.

The Manager also has the right to withdraw all Units held by the Unit Holder in the event the Manager is of the opinion that such withdrawal is necessary to ensure that the Manager complies with any relevant laws, regulations and guidelines. The Manager will first notify the Unit Holder before making any such compulsory withdrawal of the Units.

If you are in any doubt about the contents of this Singapore Prospectus, you should consult your stockbroker, bank manager, solicitor, accountant or other independent financial adviser. The Units are offered on the basis of the information contained in this Singapore Prospectus and the documents referred to in this Singapore Prospectus. No person is authorised to give any information or to make any representations concerning the Fund other than as contained in this Singapore Prospectus. Any purchase made by any person on the basis of statements or representations not contained in or inconsistent with the information and representations contained in this Singapore Prospectus will be solely at the risk of the investor.

Investors may wish to consult their independent financial adviser about the suitability of the Fund for their specific investment needs.

The delivery of this Singapore Prospectus or the issue of Units shall not, under any circumstances, create any implication that the affairs of the Fund have not changed since the date of registration of this Singapore Prospectus with the MAS. To reflect material changes, this Singapore Prospectus may be updated from time to time and investors should investigate whether any more recent Singapore Prospectus is available.

Investors should also consider the risks of investing in Units which are summarised in paragraph 9 of this Singapore Prospectus. Principal Asset Management Berhad, member companies of the CIMB Group, the Principal Financial Group and the Trustee do not guarantee the repayment of capital.

For purposes of this Singapore Prospectus, unless the context otherwise requires, references to a "Unit Holder" are references to a person who is named in the register of unit holders of the Fund.

Anti-Money Laundering Policies and Procedures

In order to comply with all the relevant laws, regulations and any orders, directives or notices applicable in Singapore relating to anti-money laundering and countering the financing of terrorism (including but not limited to the Corruption, Drug Trafficking and Other Serious Crimes (Confiscation of Benefits) Act, Moneylenders Act and Terrorism (Suppression of Financing) Act of Singapore) and the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds Of Unlawful Activities Act 2001 of Malaysia and the relevant policies, procedures, guidelines and/or regulations aimed at the prevention of money laundering, the Manager, the Singapore Representative or any appointed agent or distributor (as the case may be) will be required to obtain satisfactory evidence of customer's identity including but not limited to a national identification number, date of birth, residential address and occupation/business and have effective procedures for verifying the bona fides of customers.

The Manager, the Singapore Representative or any appointed agent or distributor will conduct ongoing due diligence and scrutiny of customers' identity and his/her investment objectives which may be undertaken throughout the course of the business relationship to ensure that the transactions being conducted are consistent with the Manager's, the Singapore Representative's or any appointed agent's or distributor's knowledge of the customer, its business and its risk profile.

The Manager, the Singapore Representative or any appointed agent or distributor also reserve the right to request such information as is necessary to verify the source of the payment. The Manager may refuse to accept the application and the subscription moneys if an applicant delays in producing or fails to produce any information required for the purposes of verification of identity or source of funds, and in that event the Manager shall return the application moneys (without interest and at the expense of the applicant) by telegraphic transfer to the account from which the moneys were originally sent/or by way of a cheque to the applicant's last known address on the records of the Manager.

Data Protection

For the purposes of, and subject to the provisions in, the Personal Data Protection Act of Singapore and the Personal Data Protection Act 2010 of Malaysia (collectively referred to as "PDPA") and its regulations, each investor consents and acknowledges that all personal data of the investor provided to the Fund, the Manager, the Singapore Representative, the Trustee or any delegate, agent or distributor appointed by the Manager or Trustee (including but not limited to the administrator, custodian, sub-custodians, registrar and any other third party service provider which may be appointed), may be collected, used, disclosed or otherwise processed, in Singapore or in a foreign jurisdiction, to enable each of the aforesaid entities and their group entities to carry out their respective duties and obligations, or to enforce their respective rights and remedies, in connection with any investment by the investor into the Fund or any law applicable to the respective parties.

Where an individual investor provides personal data relating to third party individuals to the Fund and the abovementioned parties, each investor represents and warrants that the prior consent of such third party individual, which will allow the Fund and the abovementioned parties to collect, use and disclose that personal data in the manner and for the purposes described above, has been obtained, and consents and acknowledges to all such collection, use and disclosure on behalf of that third party individual.

All enquiries in relation to the Fund should be directed to the Singapore Representative or any appointed agent or distributor.

IMPORTANT: PLEASE READ AND RETAIN THIS SINGAPORE PROSPECTUS, AS AMENDED FROM TIME TO TIME, FOR FUTURE REFERENCE.

DIRECTORY

Manager

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

Business address

10th Floor Bangunan CIMB, Jalan Semantan, Damansara Heights, 50490 Kuala Lumpur, Malaysia

Registered address

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

Board of Directors of the Manager

Juan Ignacio Eyzaguirre Baraona
Effendy bin Shahul Hamid
Hisham bin Zainal Mokhtar*
Wong Joon Hian*
Paul Wong Chee Kin
A. Huzaime bin Dato' Abdul Hamid*
Pedro Esteban Borda
Munirah binti Khairuddin

** Independent director*

Trustee

HSBC (Malaysia) Trustee Berhad
13th Floor, Bangunan HSBC, South Tower, No. 2, Leboh Ampang, 50100 Kuala Lumpur, Malaysia

Custodian

In Malaysia

The Hongkong and Shanghai Banking Corporation Limited and assets held through HSBC
Nominees (Tempatan) Sdn Bhd
13th Floor, Bangunan HSBC, South Tower, No. 2, Leboh Ampang, 50100 Kuala Lumpur, Malaysia

Outside Malaysia

The Hongkong and Shanghai Banking Corporation Limited
6/F, Tower 1, HSBC Centre, 1 Sham Mong Road, Hong Kong

Auditor

PricewaterhouseCoopers
Chartered Accountants
Level 10, 1 Sentral, Jalan Rakyat, Kuala Lumpur Sentral, PO Box 10192, 50706 Kuala Lumpur,
Malaysia

Tax Adviser

PricewaterhouseCoopers Taxation Services Sdn Bhd
Level 10, 1 Sentral, Jalan Rakyat, Kuala Lumpur Sentral, PO Box 10192, 50706 Kuala Lumpur,
Malaysia

Singapore Representative and Agent for Service of Process in Singapore

Principal Asset Management (S) Pte. Ltd.
(formerly known as CIMB-Principal Asset Management (S) Pte. Ltd.)
(Company Registration No. 200607208K)
50 Raffles Place, #22-03A & B Singapore Land Tower, Singapore 048623

Legal Adviser as to Singapore Law

Chan & Goh LLP
50 Craig Road, #03-01, Singapore 089688

Definitions

In this Singapore Prospectus, unless the context requires otherwise, the following expressions have the meanings set out below.

Application Fee	- Preliminary charge on each investment.
ASEAN	- Association of Southeast Asian Nations.
ASEAN CIS Framework	- Framework for cross-border public offers of Qualifying CIS.
Business Day	- Mondays to Fridays on any day that (i) commercial banks in Singapore and Malaysia (including Kuala Lumpur and Selangor) are open for business; and (ii) the stock exchange of Malaysia (Bursa Malaysia Securities Berhad) is open for trading.
CIMB	- CIMB Investment Bank Berhad.
CIMB Group	- CIMB Group Sdn. Bhd..
CIS	- Refers to collective investment schemes as defined under the SC Guidelines.
Class(es)	- Any class of units representing similar interest in the assets of the Fund.
Class MYR	- The Class of Units issued by the Fund denominated in Malaysia Ringgit. Currently, Class MYR is only available in Malaysia.
Class SGD	- The Class of Units issued by the Fund denominated in Singapore Dollar.
CMSA	- Capital Markets and Services Act 2007 of Malaysia (as may be amended, varied, modified, updated and/or superseded from time to time).
Dealing Day	- In connection with the issuance and redemption of Units of a particular Class, means every Business Day or such other Business Day(s) or such other day(s) at such intervals as the Manager may determine from time to time.
Dealing Deadline	- Means 4.00p.m. Singapore time or such other time as the Manager may determine from time to time.
Deed	- The principal deed and any supplemental deed(s) in respect of the Fund made between the Manager, the Trustee and the Unit Holders of the Fund, agreeing to be bound by the provisions of the respective Deed.
Deposit(s)	- As per the definition of “deposit” in the Financial Services Act 2013 of Malaysia and “Islamic deposit” in the Islamic Financial Services Act 2013 of Malaysia (excluding structured deposits).
Distributor(s)	- Any relevant persons and bodies appointed by Principal Malaysia from time to time, who are responsible for selling Units of the Fund.
Eligible Market	- A market which is regulated by a regulatory authority, operates regularly, is open to the public and has adequate liquidity for the purposes of the Fund.

EPF	- Employees Provident Fund of Malaysia.
Financial Institution	- (a) if the institution is in Malaysia– (i) a licensed bank; (ii) a licensed investment bank; or (iii) a licensed Islamic bank; (b) if the institution is outside Malaysia, any institution that is licensed/ registered/ approved/ authorised by the relevant banking regulator to provide financial services.
Fitch	- Fitch Ratings.
FTSE	- Financial Times Stock Exchange.
Fund	- CIMB-Principal Malaysia Equity Fund.
GST	- Refers to the tax levied on goods and services pursuant to the Home Jurisdiction and/or a Host Jurisdiction (as the case may be).
Home Jurisdiction	- Means the jurisdiction in which the Qualifying CIS is constituted or established, and approved by the competent securities regulator of that jurisdiction for offer to the public in that jurisdiction. In the context of the Fund, Home Jurisdiction refers to Malaysia.
Host Jurisdiction	- Means a jurisdiction (other than the Home Jurisdiction) in which the Qualifying CIS is offered or to be offered to the public in that jurisdiction.
Home Regulator	- Means the securities regulator of the Home Jurisdiction. In the context of the Fund, Home Regulator refers to SC.
Host Regulator	- Means the securities regulator of the Host Jurisdiction.
IUTAs	- Institutional Unit Trust Advisers.
Joint Holder	- Means a person who holds Units together with another person or persons and “Joint Holders” means the persons who are holding the same Units.
LPD	- Latest Practicable Date i.e. 31 May 2019, in which all information provided herein shall remain current and relevant as at such date.
Long-term	- Refers to a period of five (5) years or more.
Management Fee	- A percentage of the NAV of the Class that is paid to the Manager for managing the portfolio of the Fund.
MAS	- The Monetary Authority of Singapore.
MCR	- Multi-class ratio, being the apportionment of the NAV of each Class over the Fund’s NAV based on the size of each Class. The MCR is calculated by dividing the NAV (in MYR) of the respective Class by the NAV of the Fund before income and expenses for the day, save and except for Management Fee and those that is related to the specific Class only. The apportionment is expressed as a ratio and calculated as a percentage.

Minimum Holding	- Shall have the meaning ascribed to it in paragraph 12.2.
Moody's	- Moody's Investors Service.
MYR	- Malaysia Ringgit.
NAV	- Net Asset Value.
NAV of the Fund	- The NAV of the Fund is the value of all the Fund's assets less the value of all the Fund's liabilities, 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 of units divided by the number of units in circulation for that Class, at the valuation point.
Organised Market	- Refers to an exchange, government securities market or an over-the-counter market: (a) that is regulated by the relevant competent regulatory authority of that jurisdiction; (b) that is of good repute; (c) that is open to the public or a substantial number of market participants; and (d) on which financial instruments are regularly traded.
OTC	- Over-the-counter.
PIA	- Principal International (Asia) Ltd.
PFG	- Principal Financial Group and its affiliates.
Principal Distributors	- Refers to the unit trust scheme consultants of Principal Malaysia (authorised Principal Malaysia distributors).
Principal Malaysia or the Manager	- Principal Asset Management Berhad (<i>formerly known as CIMB-Principal Asset Management Berhad</i>).
Principal Malaysia Funds	- Any unit trust funds that may be offered by Principal Malaysia.
Qualifying CIS	- Means a CIS constituted or established in its Home Jurisdiction which has been approved by its Home Regulator for offer to the public in the Home Jurisdiction, and assessed by its Home Regulator as suitable to apply to a Host Regulator for its units to be offered to the public cross-border in the Host Jurisdiction pursuant to the ASEAN CIS Framework.
RSP	- Regular Savings Plan.
SC	- Securities Commission Malaysia.
SC Guidelines	- Guidelines on Unit Trust Funds issued by the SC and as may be amended and/or updated from time to time.
SC Requirements	- Means at any time the statutory provisions, regulations, guidelines, practice notes, directives, waiver, exemptions and conditions which apply or affect the terms and conditions of the Fund imposed by the SC.

Securities and Futures Act or SFA	-	Means the Securities and Futures Act (Cap. 289) of Singapore.
SGD	-	Singapore Dollar.
Signatory Countries	-	Any countries that participate in the ASEAN CIS Framework.
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 the Fund, 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.
Standards of Qualifying CIS	-	Means the set of common standards set out under the Standards of Qualifying CIS which will govern cross border offering of CIS in ASEAN, as amended from time to time and shall include any handbook, practice notes, regulations, directive or requirement issued pursuant thereto or by the regulators and signatories of the said common standards and includes any amendment, modification, alteration, consolidation or re-enactment made thereto or for the time being in force.
Switching Fee	-	A charge that may be levied when switching is done from one fund or class to another.
Transferable Securities	-	Refer to: (a) equities and other securities equivalent to equities; and (b) bonds and other forms of securitised debt; but do not include money market instruments or any security the title to which can be transferred only with the consent of a third party.
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.
UK	-	United Kingdom.
Unit Holder	-	The registered holder for the time being of a unit of the Fund including persons jointly so registered.
US or USA	-	United States of America.
Withdrawal Fee / Redemption Fee	-	A charge levied upon redemption under certain terms and conditions (if applicable).

CIMB-PRINCIPAL MALAYSIA EQUITY FUND

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CIMB-PRINCIPAL MALAYSIA EQUITY FUND

1. The Fund

- 1.1 The Fund is an open-ended standalone unit trust fund established in Malaysia comprising of a multi-class structure. The Fund is authorised by the SC as a unit trust fund and has more than one (1) Class under a principal deed dated 10 April 2015 between the Manager and the Trustee and the Unit Holders of the Fund (the “**Deed**”). Presently, the Manager intends to offer Class SGD Units (the “**Class SGD**”) of the Fund in Singapore.
- 1.2 The Fund is assessed by the SC as suitable to be a Qualifying CIS and is subject to the Standards of Qualifying CIS and any other law, regulation, rule, guidelines or directive enacted or issued pursuant to the ASEAN CIS Framework which are applicable to the Fund, as may be amended or re-enacted from time to time.
- 1.3 Copies of the latest annual accounts and reports, the semi-annual accounts and reports as well as the auditor’s report on the annual accounts relating to the Fund may be inspected during usual business hours of the Singapore Representative at its business address.

2. The Manager

- 2.1 The Manager of the Fund is Principal Asset Management Berhad, whose registered office is at 8th Floor, Bangunan CIMB, Jalan Semantan, Damansara Heights, 50490 Kuala Lumpur, Malaysia and business address is at 10th Floor Bangunan CIMB, Jalan Semantan, Damansara Heights, 50490 Kuala Lumpur, Malaysia.

2.2 Track record of the Manager

The Manager holds a Capital Markets Services License for fund management and dealing in securities restricted to unit trust products under the CMSA and specialises in managing and operating unit trusts for investors, both institutional and retail. The Manager’s responsibilities include managing investment portfolios by providing fund management services to insurance companies, pension funds, unit trust companies, corporations and government institutions in Malaysia. In addition, the Manager is an approved private retirement scheme provider in Malaysia.

The Manager originally commenced its operations as a unit trust company in November 1995. As at LPD, the Manager has more than 23 years of experience in the unit trust industry.

As at the date of this Singapore Prospectus, the shareholders of the Manager are CIMB Group and PIA.

CIMB Group is held in majority by CIMB Group Holdings Berhad. It is a fully integrated investment bank. It offers the full range of services in the debt markets, the equity markets and corporate advisory. Member companies of CIMB Group also provide services in lending, private banking, private equity, Islamic capital markets as well as research capability in economics, equity and debt markets.

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

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.

The regulatory authority of the Manager is the Securities Commission Malaysia.

Should the Manager become insolvent, the Trustee will appoint some other corporation qualified and approved under the SC's requirements to act as the new manager of the Fund. The Trustee may notify or will require the Manager or new manager to notify the Unit Holders of such an occurrence.

Investors should note that past performance of the Manager is not necessarily indicative of the future performance of the Manager.

2.3 Directors and Key Personnel of the Manager

The directors of the Manager are as follows:-

Name:	Juan Ignacio Eyzaguirre Baraona
Designation:	Chief Executive Officer, ASEAN Region, of Principal Asset Management Berhad, Director of Principal Islamic Asset Management Sdn Bhd
Experience:	Juan has 30 years of experience in various senior positions in asset management, banking, insurance and fund management. In 2008, Juan founded Vistage Chile, a business coaching and management development consultancy headquartered in San Diego, California. Prior to this, Juan served as an executive of Principal Latin America where he drove regional business growth and strategy and led teams in Argentina, Chile and within Principal's joint venture in Brazil.
Qualifications:	He earned a civil engineering degree from the Universidad de Chile and a degree in philosophy from the Universidad de Los Andes.

Name:	Effendy bin Shahul Hamid
Designation:	Chief Executive Officer, Group Ventures & Partnerships
Experience:	<p>Responsible for the development of the Group's new and disruptive revenue and value creation streams through a focus on creating and cultivating new-age partnerships at scale, venturing through selective strategic investments in platform based businesses, steering CIMB's FinTech practise and managing the Group's operations in Vietnam and the Philippines.</p> <p>Also responsible for the Group's asset management and investments business across both public and private markets, including the Group's regional asset management business, its private equity fund management business and the Group's equity investments portfolio in companies such as Principal Malaysia and Touch 'n Go.</p> <p>Most recently, was CEO of Group Commercial Banking, managing the Group's regional banking businesses for the small and medium enterprise and mid-sized corporate segment, with a key lean on creating differentiated propositions and executing long term growth strategies.</p> <p>Prior to that, was Group Chief Marketing and Communications Officer, managing the Group's entire marketing and communications initiatives and lead franchise-wide efforts to ensure a consistent and differentiated CIMB brand for all of the Group's Businesses across the region.</p> <p>Before that, served as a Director in the Group's Investment Banking Division, primarily focusing on corporate advisory and origination.</p>

	<p>Prior to joining the Group, career stints in several international companies in a corporate development capacity, mostly involved in private equity, merger and acquisition activities across Asia Pacific and general business expansion initiatives.</p> <p>Regional business experience having worked and lived in Malaysia, Hong Kong and Singapore.</p>
Qualifications:	Honours in Electronic Engineering with Optoelectronics, University College London; Alumni of CIMB-INSEAD Leadership Programme.

Name:	Hisham bin Zainal Mokhtar*	
Designation:	Director of Principal Malaysia	
Experience:	<p>July 2018 – March 2019</p> <p>July 2014 – June 2018</p> <p>April 2009 – June 2014</p> <p>May 2007 – March 2009</p> <p>May 2005 – April 2007</p> <p>April 2001 – April 2005</p> <p>January 2001 – April 2001</p> <p>April 2000 – December 2000</p> <p>August 1999 – February 2000</p> <p>August 1998 – July 1999</p> <p>May 1998 – August 1998</p> <p>October 1996 – March 1998</p> <p>December 1995 – September 1996</p> <p>September 1994 – December 1995</p> <p>March 1994 – July 1994</p> <p>May 1991 – March 1994</p>	<p>Director, Malaysian Industrial Development Finance</p> <p>Chief Operating Officer – Astro Overseas Limited</p> <p>Director, Investments – Khazanah Nasional Berhad</p> <p>Senior Vice President, Investments – Khazanah Nasional Berhad</p> <p>Vice President, Investments – Khazanah Nasional Berhad</p> <p>Executive Director and Vice President, Corporate & Financial Planning – Tricubes Berhad</p> <p>Head, Analyst – Britac Capital Sdn Bhd</p> <p>Executive Director – K.E. Malaysian Capital Partners Sdn Bhd</p> <p>Financial Consultant – Santander Investment Research (Malaysia) Sdn Bhd</p> <p>Financial Consultant – Sithe Pacific LLC</p> <p>Dealer's Representative – CIMB Securities Sdn Bhd</p> <p>Senior Research Analyst – UBS Research (Malaysia) Sdn Bhd</p> <p>Investment Analyst – Crosby Research (Malaysia) Sdn Bhd</p> <p>Investment Analyst – Baring Research (Malaysia) Sdn Bhd</p> <p>Head of Research – Keluangsa Sdn Bhd</p> <p>Research Executive – Crosby Research (Malaysia) Sdn Bhd</p>
Qualifications:	Master in Business Administration, Massachusetts Institute of Technology – Sloan School of Management; Master of Science (Mathematics), Illinois State University; Bachelor of Science (Mathematics), Illinois State University; Chartered Financial Analyst Charterholder.	

Name:	Wong Joon Hian*
Designation:	Independent Non-Executive Director and Chairman of Audit Committee of Principal Malaysia

Experience:	<p>Has been an independent non-executive director of Principal Asset Management Berhad since 22 August 2007.</p> <p>He has accumulated over 30 years of working experience in the areas of audit, accountancy, financial services and corporate management. He commenced his career when he joined Price Waterhouse & Co. in England after qualifying as a Chartered Accountant in 1973. He returned to Malaysia in 1975 to work for Price Waterhouse (now known as PricewaterhouseCoopers PLT), Malaysia until 1985. He then served as the Technical Manager of The Malaysian Association of Certified Public Accountants from 1986 until he was appointed as the General Manager-Operations of Supreme Finance (Malaysia) Berhad in December 1987. After Mayban Finance Berhad had completed the acquisition of Supreme Finance (Malaysia) Berhad in 1991, he joined BDO Binder as an Audit Principal until 1994 when he joined Advance Synergy Berhad. He was appointed the managing director of United Merchant Group Berhad (now known as Advance Synergy Capital Sdn Bhd) in 1995. During the period from 1995 till 2007 he was a director of Ban Hin Lee Bank Berhad, Southern Investment Bank Berhad and United Merchant Finance Berhad. Currently, he is a director in several companies under the Advance Synergy Berhad Group and CIMB Group Holdings Berhad Group. He is also an independent non-executive director of Principal Islamic Asset Management Sdn Bhd.</p>
Qualifications:	Member of the Malaysian Institute of Certified Public Accountants and the Malaysian Institute of Accountants and a fellow member of the Institute of Chartered Accountants in England and Wales.

Name:	Paul Wong Chee Kin	
Designation:	Group Chief Operations Officer, Group Operations of CIMB Bank Berhad	
Experience:	1 October 2018 – Present	Group Chief Operations Officer
	May 2016 – 30 September 2018	Regional Head, Consumer Strategic Business Support CIMB Bank Berhad
	April 2015 – May 2016	Head, Regional Projects - CIMB Bank Berhad
	July 2013 – March 2015	Head, Strategy, ASEAN Business Solutions & Projects - CIMB Bank Berhad
	September 2012 – June 2013	Designate Head, Retail Banking - CIMB Bank/Bank of Commerce, Philippines
	October 2007 – June 2013	Senior Vice President, Head of Sales Management – Consumer Sales & Distribution - CIMB Bank Berhad
	May 2007 – October 2007	Vice President/ Regional Sales Manager - Alliance Bank Berhad
	July 2006 – May 2007	Senior Manager, Partnership Distribution, Bancassurance - Prudential Assurance Malaysia Berhad
	July 2005 – July 2006	Head, Mobile Sales - Overseas-Chinese Banking Corporation (OCBC), Malaysia
	April 2003 – June 2005	Head, Sales Development and Coaching - Overseas-Chinese Banking Corporation (OCBC), Malaysia
	June 1999 – April 2003	Branch Manager - Overseas-Chinese Banking Corporation Limited (OCBC), Singapore

	April 1996 – May 1999	Assistant Manager - Credit & Marketing Officer - United Overseas Bank Limited (UOB), Singapore
Qualifications:	Bachelor of Business (Major in Banking & Finance), Monash University.	

Name:	A. Huzaim bin Dato' Abdul Hamid*	
Designation:	Director of Principal Malaysia	
Experience:	<p>Has been a Director of Principal Malaysia since 2 May 2013.</p> <p>Huzaim has spent 30 years in various aspects of finance, economics, and public policy advisory. 12 of those years was spent as a fund manager, where he was, among others, a Chief Investment Officer with Alliance Capital Asset Management and as a member of the Pacific Region Team and a Global Commodities Specialist with Hong Kong's Jardine Fleming Investment Management which is now part of JP Morgan, Chase and Co. He has been an independent Investment Committee member for more than 10 years for Principal Malaysia as well as being the same for Principal Islamic Asset Management Sdn Bhd and CIMB Wealth Advisors Berhad for several years. He also served as an independent Investment Committee member for CIMB Aviva Assurance and CIMB Aviva Takaful for two years.</p> <p>Huzaim is the Chairman & CEO of Ingenium Advisors, a financial economics advisory established in 2013. He was, prior to that, the Head of Strategic Operations at Malaysia's Employees Provident Fund, where he was deeply engaged in the reform of the Malaysian pension and social security system, which resulted in the private pension system, minimum wages, and minimum retirement age acts.</p> <p>He is also the Chairman of Kulak Sdn Bhd, a Defense security advisory company.</p> <p>Huzaim also spent several years serving as a Senior Fellow at the then renowned Institute of Strategic and International Studies (ISIS) Malaysia, reporting directly to its late Chairman, Tan Sri Noordin Sopiee. He was most active in economic, finance, and geostrategic issues. He was engaged heavily in OIC and East Asian matters, and was appointed the Deputy Secretary General for the Malaysian chapter of the Network of East Asian Think-tanks (NEAT).</p> <p>Huzaim speaks and writes in 5 languages.</p>	
Qualifications:	Master of Science, Financial Economics, School of Oriental and African Studies (SOAS), University of London, United Kingdom, 2010; Advanced Diploma in Russian Language, from the Pushkin Institute of Moscow and the Russian Center of Science and Culture, Kuala Lumpur, 2009; Bachelor of Science, Economics, Louisiana State University, Baton Rouge Louisiana, United States of America, 1988.	

Name:	Pedro Esteban Borda	
Designation:	President - Southeast Asia & India of Principal International (South Asia) Sdn Bhd	
Experience:	<p>He is the President Southeast Asia & India of Principal International (South Asia) Sdn Bhd ("PISA") based in Malaysia. He is also a Director of Principal Malaysia since 20 June 2013. Prior to joining PISA, he was Chief Executive Officer, ASEAN Region of Principal Malaysia. In addition, he was the Country Head – Mexico from 2004 to February 2013, Vice President of Principal Financial Group and previously a member of the Board of Directors of Principal Financial Group, Chile.</p>	

Qualifications:	Bachelor Degree in Business Administration and a Master Degree in Finance, both from Universidad Argentina de la Empresa (U.A.D.E), Buenos Aires, Argentina.
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Name:	Munirah binti Khairuddin
Designation:	Chief Executive Officer / Executive Director
Experience:	She has been the Chief Executive Officer of Principal Malaysia since August 2013. She joined Principal Malaysia on 1 November 2006 and was appointed as Deputy Chief Executive Officer in November 2008. She has been an Executive Director of Principal Malaysia since 31 January 2012. Previously worked as a G7 Economist and strategist for a Fortune 500 multinational oil and gas company. Prior to that, she was a fixed income portfolio manager for emerging markets at Rothschild Asset Management in London. Apart from her Senior Management role, she has been instrumental in helping the company to grow its AUM, deepening its retail leadership with new focus in private retirement space, and maintaining consistent risk management and investment performance whilst elevating the overall customer experience. Munirah also oversees both the retail and corporate businesses for Singapore. During her tenure as Deputy CEO from November 2008 to July 2013, she was responsible for the development of institutional, corporate and international business opportunities and institutional sales. In Malaysia, she has overseen retail funds marketing, market development and fund operations. Under her ambit, the company has spearheaded an international client base, listed exchange traded funds (“ETF”) in Malaysia and Singapore, and developed products for regional distribution. She also played an integral part in strategic business development initiatives of Principal Distributors. She also holds the Capital Markets Services Representative’s License for fund management under CMSA.
Qualifications:	Bachelor of Arts (Honours) in Accounting & Financial Analysis, University of Newcastle Upon Tyne, UK; Chartered Financial Analyst Charterholder.

* *Independent director*

The key personnel of the Manager are as follows:-

Name:	Juan Ignacio Eyzaguirre Baraona
Designation:	Chief Executive Officer, ASEAN Region
Experience:	Please refer to the above.
Qualifications:	Please refer to the above.

Name:	Munirah binti Khairuddin
Designation:	Chief Executive Officer / Executive Director
Experience:	Please refer to the above.
Qualifications:	Please refer to the above.

The designated fund manager for the Fund is as follows:-

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

2.4 Investment Committee

The Manager has appointed the Investment Committee for the Fund pursuant to the requirements under the SC Guidelines. As at LPD, the Investment Committee consists of five (5) members including three (3) independent members. Generally, the Investment Committee meets once a month and is responsible for ensuring that the investment management of the Fund is consistent with the objectives of the Fund, the Deed, the SC Guidelines and relevant securities laws, any internal investment restrictions and policies of the Manager, as well as acceptable and efficacious investment management practices within the unit trust industry. In this role, the powers and duties of the Investment Committee include formulating and monitoring the implementation by the Manager of appropriate investment management strategies for the Fund and the measurement and evaluation of the performance of the Manager.

The members of the Investment Committee are as follows:-

Name:	Kim Teo Poh Jin*
Designation:	Chairman of the Investment Committee of Principal Malaysia and Principal Islamic Asset Management Sdn Bhd. Executive Director and Group Chief Executive Officer, Boardroom Limited. Director, Livet Company Pte. Ltd. Director, Marina Yacht Services Pte. Ltd
Experience:	He has about 25 years of experience in the financial industry, having worked in senior positions of major financial institutions.
Qualifications:	Bachelor of Arts (Hons) in Economics from the Heriot-Watt University of Edinburgh.

Name:	Wong Fook Wah*
Designation:	Ex-Deputy Group Chief Executive for RAM Holdings Berhad
Experience:	<p>Wong had served 20 years in RAM Holdings Bhd., from its inception as Malaysia's first credit rating agency in 1991. He held several positions over the years including Managing Director/CEO of RAM Rating Services Sdn. Bhd. His last position was that of Deputy Group Executive Officer of RAM Holdings Berhad ("RAM"). He retired from RAM in March 2011.</p> <p>Prior to joining RAM, Wong worked for the Ministry of Finance, Malaysia from 1977 to April 1991. He first served as an economist in the Economics Planning Division for the first 8 years. Then, for 4 years from 1987 to 1991, he worked as an analyst in a special task unit handling rehabilitational and restructuring work on ailing Government-owned enterprises.</p> <p>He was on the Board of Directors of the Malaysia Derivatives Exchange Bhd. (MDEX) from 2001 to May 2004 as an appointee of the Ministry of Finance. He also served on the Board of Directors of RAM Rating Services Bhd., Bond Pricing Agency Sdn. Bhd. and RAM Credit Information Sdn. Bhd., representing the interest of RAM Holdings Bhd. prior to retirement.</p>

Qualifications:	Bachelor of Arts (Economics) from Universiti Malaya (1977) and a Masters degree in Policy Science from Saitama University, Japan (1987).
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Name:	A. Huzaim bin Dato' Abdul Hamid*
Designation:	Director of Principal Malaysia
Experience:	Please refer to the above.
Qualifications:	Please refer to the above.

Name:	Mohamad Safri bin Shahul Hamid	
Designation:	Deputy Chief Executive Officer for CIMB Islamic Bank Berhad and Senior Managing Director for CIMB Investment Bank	
Experience:	2011 – Present	Deputy Chief Executive Officer/ Senior Managing Director (since April 2014) – CIMB Islamic (CIMB Investment Bank)
	2009 – 2011	Deputy Chief Executive Officer – MIDF Amanah Investment Bank, Kuala Lumpur
	February 2008 – December 2008	Director – Global Markets & Regional Head, Islamic Structuring (Asia) of Deutsche Bank Dubai International Financial Centre (Dubai)
	2003 – 2008	Director & Head – Debt Capital Markets, CIMB Islamic
	2000 – 2003	Senior Analyst – Malaysian Rating Corporation Berhad
Qualifications:	Master of Business Administration (Globalisation) from Maastricht School Of Management, The Netherlands; Bachelor of Accounting (Honours) from International Islamic University Malaysia; Chartered Accountant (CA) with the Malaysian Institute of Accountants (MIA).	

Name:	Alejandro Elias Echegorri Rodriguez
Designation:	Chief Investment Officer, Principal Global Asset Management Asia, Director of Principal Asset Management (S) Pte Ltd, Komisararis of PT Principal Asset Management Indonesia.
Experience:	Mr. Echegorri is the Chief Investment Officer for Principal Global Asset Management in Asia and as such he is responsible for the overall investment strategy and the investment process for the group and for overseeing the management of pension, mutual funds and general accounts in the Asia as well as for supporting the overall development of the asset management business in the region. Prior to that Mr. Echegorri was Chief Executive Officer, ASEAN Region of Principal Asset Management Sdn Bhd, with responsibilities over Malaysia, Indonesia, Thailand and Singapore. Previously he was the Chief Investment Officer for Principal International in Latin America. He joined Principal in 2003 as Head of Institutional Asset Management and Chief Investment Officer for Principal Financial Group in Mexico. Prior to that, he was the Senior Investment Officer for Citibank's Pension Fund Business in Latin America. He had also held different positions in the investment area in countries such as Uruguay, Argentina, Chile, Mexico and the United Kingdom.
Qualifications:	Degree in Economics from the Universidad Mayor de la Republica, Uruguay and a Master in Economics degree from Universidad Centro de Estudios Macroeconomicos de Argentina.

**Independent member*

3. The Trustee and the Custodian

3.1 The Trustee

The Trustee for the Fund, HSBC (Malaysia) Trustee Berhad, whose registered office is at 13th Floor, Bangunan HSBC, South Tower, No. 2, Leboh Ampang, 50100 Kuala Lumpur Malaysia, is incorporated in Malaysia since 1937 and registered as a trust company under the Trust Companies Act 1949 of Malaysia.

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

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, the CMSA and the SC Guidelines. Apart from being the legal owner of the Fund's assets, the Trustee is also responsible for ensuring that the Manager performs its duties and obligations in accordance with the provisions of the Deed, CMSA and the SC Guidelines. In respect of moneys paid by an investor for the application of units, the Trustee's responsibility arises when the moneys are received in the relevant account of the Trustee for the Fund and in respect of redemption, the Trustee's responsibility is discharged once it has paid the redemption amount to the Manager.

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

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

The Trustee shall be entitled to process, transfer, release and disclose from time to time any information relating to the Fund, Manager and Unit Holders for purposes of performing its duties and obligations in accordance to the Deed, the CMSA, the relevant SC Guidelines issued in Malaysia 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.

HSBC (Malaysia) Trustee Berhad is approved by the Securities Commission Malaysia as a registered trustee for collective investment schemes and private retirement schemes in Malaysia.

Should the Trustee become insolvent, the Manager will appoint some other trustee duly approved under the SC's requirements to act as the new trustee of the Fund. The Manager shall notify the Unit Holders of the new trustee's appointment within fourteen (14) days of such appointment.

3.2 The Custodian

The Trustee has appointed The Hongkong and Shanghai Banking Corporation Ltd as Custodian of both the local and foreign assets of the Fund in Malaysia. For quoted and unquoted local investments (in Malaysia) of the Fund, the assets are held through their nominee company, HSBC Nominees (Tempatan) Sdn Bhd. The Hongkong and Shanghai Banking Corporation Ltd is a wholly owned subsidiary of HSBC Holdings Plc, the holding company of the HSBC Group.

The Custodian's comprehensive custody and clearing services cover traditional settlement processing and safekeeping as well as corporate related services including cash and security reporting, income collection and corporate events processing. All investments and assets of the Fund are registered in the name of the Trustee or to the order of the Trustee. The Custodian acts only in accordance with instructions from the Trustee.

The Custodian is a global custodian with direct market access in certain jurisdictions, and is supported by a network of sub-custodians which provide local settlement and clearing in each domestic market. The Custodian will only appoint a sub-custodian who is licensed or authorised to provide custodian services in their respective jurisdictions in accordance with HSBC Group's policies which require use of sub-custodian services within the approved network of sub-custodians.

The sub-custodians are selected based on their comprehensive custody and clearing services which cover traditional settlement processing and safekeeping as well as corporate related services including cash and security reporting, income collection and corporate events processing. The assessment for the appointment of the sub-custodians must, amongst others, take into account credit risk, operational risk, legal risk, country risk, infrastructure risk and contract risk of the proposed sub-custodians. This benchmark requires the sub-custodians to comply with all HSBC Group's standard sub-custody processes and local regulatory requirements.

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

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

The Hongkong and Shanghai Banking Corporation Limited is a bank organised under the laws of the Hong Kong Special Administrative Region and is licensed with the Hong Kong Monetary Authority.

Should the Custodian become insolvent, the Trustee will appoint some other corporation to act as the new custodian of the Fund's assets. The Trustee shall make the necessary disclosures as required by relevant laws.

4. Singapore Representative

The Manager has appointed Principal Asset Management (S) Pte. Ltd., whose registered office is at 50 Raffles Place, #22-03A & B Singapore Land Tower, Singapore 048623, to act as the representative for the Fund in Singapore (the "**Singapore Representative**"). The Singapore Representative will provide and maintain certain administrative and other facilities relating to the offer of Units of the Fund recognised under Section 287 of the Securities and Futures Act, which includes, *inter alia*, maintaining for inspection in Singapore a subsidiary register* of Unit Holders who subscribed for or purchased their Units in Singapore (or any other facility that enables the inspection or extraction of the equivalent information), which shall be open to inspection by the public during usual business hours of the Singapore Representative at its business address.

Copies of the Fund's constitutive documents (the Deed and this Singapore Prospectus) are available for inspection by investors, free of charge, from the Singapore Representative, during usual business hours.

** The registrar of the Fund is Principal Asset Management Berhad. As the Fund is a Qualifying CIS, the Singapore Representative also maintains a subsidiary register of Unit Holders who subscribed for or purchased their Units in Singapore.*

5. The Auditor

The auditor of the Fund is PricewaterhouseCoopers whose registered office is at Level 10, 1 Sentral, Jalan Rakyat, Kuala Lumpur Sentral, PO Box 10192, 50706 Kuala Lumpur, Malaysia.

6. Fund Structure and Classes

The Fund is an open-ended standalone unit trust fund established in Malaysia and authorised by the SC.

The Fund is established with a multi-class structure with Units which may be established in different Classes. The base currency of the Fund is Malaysia Ringgit (MYR). Investors should note that the Fund is allowed to establish new Class(es) from time to time without prior consent from the Unit Holders. Under the Deed, Unit Holders of each Class have materially 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, Unit Holders should note that the assets of the Fund are pooled for investment purposes.

Presently, the Manager intends to offer Class SGD Units of the Fund in Singapore. The Manager may offer different Classes in any other jurisdiction in which the Fund may be offered under the ASEAN CIS Framework.

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).

7. Investment Objective, Focus and Approach

7.1 Investment objective

The investment objective of the Fund is to achieve maximum capital appreciation over the long term through all types of investments.

7.2 Investment focus and approach

The Fund may invest at least 70% of its NAV in equities and up to 28% of the Fund's NAV in other permissible investments. In line with its objective, the investment policy and strategy of the Fund will focus on investment in shares of companies with growth potential.

The asset allocation strategy for the Fund is as follows:

- at least 70% of the Fund's NAV will be invested in equities;
- up to 28% of the Fund's NAV may be invested in other permissible investments; and
- at least 2% of the Fund's NAV in liquid assets.

The asset allocation will be reviewed periodically depending on the country's economic and stock market outlook. In a rising market, the 98% limit may be breached. However, the Manager will seek to adjust this within a time frame approved by the Trustee.

The Fund will be managed with high tracking error by combining a top-down asset and sector allocation process with a bottom-up stock selection process. The asset allocation decision is made after a review of macroeconomic trends in Malaysia and other global economies. In particular, the Manager analyzes the direction of GDP growth, interest rates, inflation, currencies and government policies. The Manager will then assess their impact on corporate earnings and determine if there are any predictable trends. These trends form the basis for

sector selection. For stock selection process, the investment strategy of the Fund will be predominantly based on bottom-up stock selection and the growth style of equity investing instead of investing mainly in the stocks represented in the benchmark. Consequently, the Fund's individual stock and sector weightage will deviate significantly from the benchmark, thus leading to high tracking error. The criteria for stock selection would include improving fundamentals and growth at reasonable valuations. Stock valuation fundamentals considered are earnings per share growth rate, return on equity, price earnings ratio and net tangible assets multiples. The strategy of the Fund also includes utilizing liquid assets dynamically in the changing market conditions.

As part of its risk management strategy, the Fund is constructed and managed within pre-determined guidelines. The Manager employs an active asset allocation strategy depending upon the equity market expectations. Where appropriate, the Manager will also employ an active trading strategy in managing the Fund.

The Manager may take down the equity exposure when it feels that the equity market is close to its peak in term of valuations, and/or the market condition is unfavourable. In such circumstances, the Manager may take a temporary defensive position by either (1) reducing the proportion of higher risk assets, such as equities and increasing the asset allocation to lower risk assets, such as debt securities and liquid assets, to safeguard the investment portfolio of the Fund and/or (2) investing in stocks that have low correlation to market movements. When deemed necessary, the Manager may also utilize derivative instruments, subject to the SC Guidelines and Standards of Qualifying CIS, for the purpose of hedging. In the event of a downgrade of a counter-party of an OTC derivative below the minimum long-term rating as per the SC Guidelines, the Manager reserves the right to deal with the OTC derivative in the best interest of the Unit Holders.

If the Fund is eligible to be invested via the Malaysia Employees' Provident Fund (EPF)'s Members Investment Scheme, investment in futures and options 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's Members Investment Scheme from time to time. Please refer to the Manager's website at <http://www.principal.com.my> or <http://www.kwsp.gov.my> for updated information.

8. Fees and Charges

Charges and Fees Payable by Unit Holder	
Application Fee	Currently up to 5%. Maximum 10%.
Switching Fee	Currently up to 1%. Maximum 7%. Units of the Fund may be switched into units of any other funds managed by the Manager or managed by any entity within Principal Malaysia's group of companies, which is approved for investment in Singapore (whether such fund is authorised or recognised). Switching may be carried out only between Units of the same currency class, unless otherwise permitted by the Manager.
Withdrawal Fee / Redemption Fee	Nil.

Investors should note that subscriptions for Units through any distributor appointed by the Manager may incur additional fees and charges. Investors are advised to check with the relevant distributor if such fees and charges are imposed by the distributor.

Fees payable by Fund to Manager and Trustee	
Annual management fee	Currently up to 1.5% p.a. Maximum 1.5% p.a.
a) Retained by Manager	a) 40% to 60% of annual management fee
b) Paid by Manager to financial adviser/distributor (trailer fee) in Singapore ¹	b) 40% to 60% of annual management fee
Annual trustee fee	Currently up to 0.05% p.a. (including local custodian fees and charges but excluding foreign sub-custodian fees and charges). Maximum 0.05% p.a. The foreign sub-custodian fee is dependent on the country invested.

All fees and charges payable by the investor and the Fund are subject to any applicable taxes (including but not limited to GST) and/or duties as may be imposed under any applicable laws or by any other regulatory authorities from time to time.

The Manager has the discretion to amend the amount, rate and/or terms and conditions for the above-mentioned fees and charges from time to time (except the Trustee Fee, which must be consented by the Trustee) subject to the requirements stipulated in the Deed of the Fund. Where necessary, the amendments will be notified to the Trustee. Amendments to the fees and charges, if any, will be communicated to the Unit Holders.

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 and/or fees paid to the sub-custodian;
- expenses incurred in the printing of, purchasing of stationery and postage for the annual and interim (if any) reports;
- remuneration and out of pocket expenses of the independent members of the investment committee unless the Manager decides to bear the same;
- tax (including but not limited to GST) and other duties imposed by the government and other authorities and bank fees;
- tax agent's and auditor's fees and expenses in relation to the Fund;
- valuation fees paid to independent valuers for the benefit of the Fund;
- costs incurred in modifying the Deed otherwise than for the benefit of the Manager or Trustee;
- costs of convening and holding meetings of Unit holders (other than those convened for the benefit of the Manager or Trustee); and
- all costs and/or expenses associated with the distributions such as fees, costs and/or expenses for the revalidation or reissuance of any distribution cheque or distribution warrant or telegraphic transfer.

¹ Your financial adviser/distributor is required to disclose to you the amount of trailer fee it receives from the Manager.

Expenses not authorised by the Deed must be paid by the Manager or the Trustee out of their own funds if incurred for their own benefit.

The Manager 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. All expenses of the Fund will generally be apportioned to each Class currently available for sale based on the MCR except for Management Fee and those that are related to the specific Class only, such as, the cost of Unit Holders meeting held in relation to the respective Class. If in doubt, investors should consult their professional advisers for better understanding.

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

Investors should note that the Manager may, for any reason at any time, where applicable, waive or reduce the amount of any fees (except the Trustee Fee) or other charges payable by the investor in respect of the Fund, either generally (for all investors or a group of investors) or specifically (for any particular investor) and for any period or periods of time at its absolute discretion.

In accordance with the Standards of Qualifying CIS, the Manager shall not make payments out of the assets of the Fund which is a Qualifying CIS for the purpose of marketing the Qualifying CIS.

9. Risks

9.1 General risks

Investors should consider and satisfy themselves as to the risks of investing in the Fund. It should be noted that investments in the Fund may not be appropriate for all investors and should be viewed by a prospective investor as a long-term investment. Investors should not expect to obtain short term gains from such investment.

Prospective investors should be aware that the value of Units and the returns derived from them can fluctuate and can go down as well as up. There can be no assurance that the Fund will achieve its investment objective or that investors will get back their original investment. Past performance should not be construed as an indication of the future results of an investment in the Fund.

Some of the general risks which apply to investing in unit trusts are:-

- **Returns not guaranteed**

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

- **General market environment risk**

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

- **Liquidity risk**

Liquidity risk refers to the ease of liquidating an asset depending on the asset's volume traded in the market. If the Fund holds assets that are illiquid, or are difficult to dispose

of, the value of the Fund will be negatively affected when it has to sell such assets at unfavourable prices.

- **Inflation risk**

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

- **Manager's 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.

9.2 Specific risks

9.2.1 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.

9.2.2 Risks associated with investment in warrants

There are inherent risks associated with investment in warrants. The value of warrants is influenced by the current market price of the underlying security, the exercise price of the contract, the time to expiration of the contract and the estimate of the future volatility of the underlying security's price over the life of the contract. Like securities, the Manager will undertake fundamental research and analysis on these instruments with an aim to mitigate the risks.

9.2.3 Currency risk

Classes may be denominated in currencies other than the base currency (MYR) and changes in the exchange rate between the base currency and the denominated currency of the Class may lead to a depreciation of the value of the investor's holding as expressed in the currency denomination of the Class.

As such, investors should realise that currency risk is considered as one of the major risks due to the volatile nature of the foreign exchange market. Currently, the Manager does not seek to mitigate the currency risk. Hence, investors of the Fund should be prepared to assume the currency risk.

9.2.4 Single Country Risk

The Fund may invest in securities of a single or a limited number of countries. Where the Fund invests in a single or a few, select countries, it will be exposed to fluctuations in the economies of these countries, and the market, currency, political, social environment and other risks related specifically to these countries, which may affect the market price of its investments in these countries. Exposure to a single or limited number of countries also increases the potential volatility of the Fund due to the increased concentration risk as they are less diversified compared to exposure to specific regional or global markets.

9.2.5 Financial Derivatives Instruments (“FDIs”)

(i) Use and types of FDIs

Subject to the Standards of Qualifying CIS and SC Guidelines, the Fund may invest in derivatives for purposes of hedging and it may be subject to risks associated with such investments. Investments in derivatives may require the deposit of initial margin and additional deposit of margin on short notice if the market moves against the investment positions. If no provision is made for the required margin within the prescribed time, the Fund’s investments may be liquidated at a loss. Therefore, it is essential that such investments in derivatives be monitored closely. The Manager has the necessary controls for investment in derivatives and has in place systems to monitor any derivative positions for the Fund. The Manager will ensure that the risk management and compliance procedures and controls adopted are adequate and have been or will be implemented and that it has the necessary expertise to control and manage the risks relating to the use of financial derivatives.

The FDIs which may be used by the Fund include, but are not limited to, options on securities, stock index options, forward currency contracts, currency futures, currency swap agreements, currency options, interest rate futures or options or interest rate swaps, financial or index futures, OTC options, swaps, futures or options on any kind of financial instrument.

(ii) Exposure to FDIs

The global exposure of the Fund to FDIs or embedded FDIs will not exceed 20% of the NAV of the Fund at any time. The global exposure relating to derivative instruments is calculated in accordance with methods described in the Standards of Qualifying CIS.

(iii) Risk Management and Compliance Procedures

The Manager believes that risk management and performance analysis are integral parts of the investment process. As such, the Manager has a dedicated risk and performance management team which independently monitors the portfolio’s risk. The risks are quantified and examined in detail through various tools employed by the Manager’s risk and performance team and closely monitored as certain changes in the market environment may affect their value and importance. Portfolio risks are monitored to ensure that the relationship between risk and return is in line with the Fund’s investment objective and strategy.

Additionally, all open positions/exposure in derivatives will be marked to market at the frequency at least equal to the frequency of the NAV calculation of the Fund. The Manager also have a comprehensive and structured internal compliance monitoring program with a dedicated team of compliance personnel covering, amongst other things, the monitoring of the portfolios for compliance with investment guidelines. The investment guidelines are reviewed regularly by the compliance team and the Manager’s compliance monitoring program includes automated pre-trade compliance system as well as manual checking system to monitor compliance where certain investment guidelines cannot be electronically monitored.

The Manager will ensure that the risk management and compliance procedures are adequate and have been or will be implemented and that it has the necessary expertise to manage the risk relating to the use of financial derivatives.

Risk management, with an emphasis on portfolio diversification, will form an integral part of the investment process. The Fund is constructed and managed within pre-determined guidelines including risk returns trade-off, which will be monitored and reviewed regularly by the investment management team. The risk management strategies and techniques employed include diversification of the Fund's asset allocation in terms of its exposure to various sectors, industries and companies.

In times of adversity in equity markets and as part of its risk management strategy, the Manager may from time to time reduce its proportion of equities and increase its asset allocation to liquid assets such as money market instruments and/or Deposits to safeguard the investment portfolio of the Fund.

The Manager will manage risks associated with debt securities portfolio according to three (3) parameters: tenure, credit ratings and sector. The duration of the debt securities portfolio is also monitored and modified according to the Manager's interest rate outlook (i.e. the sensitivity of the portfolio to interest rate changes). Even though the Fund does not invest in interest bearing instruments, the interest rate referred herein is to the general interest rate of the country which may affect the value of the investments of the Fund.

When deemed necessary, the Manager may also utilize derivative instruments, subject to the SC Guidelines and Standards of Qualifying CIS, for purpose of hedging.

(iv) Risks Associated with the Use of FDIs

While the prudent use of FDIs can be beneficial, FDIs also involve risks different from, and in certain cases greater than, the risks presented by more traditional investments. The following is a general discussion of important risk factors and issues concerning the use of FDIs:

(A) Market risk

This is a general risk that applies to all investments meaning that the value of a particular derivative may change in a way which may be detrimental to the Fund's interests.

(B) Liquidity risk

Derivative products are highly specialised instruments that require investment techniques and risk analysis different from those associated with equity and fixed income securities. The use of derivative techniques requires an understanding not only of the underlying assets of the derivative but also of the derivative itself, without the benefit of observing the performance of the derivative under all possible market conditions. In particular, the use and complexity of derivatives require the maintenance of adequate controls to monitor the transactions entered into, the ability to assess the risk that a derivative adds to the Fund and the ability to forecast the relative price, interest rate or currency rate movements correctly.

(C) Counterparty risk

The Fund may enter into FDIs in the OTC markets, which will expose the Fund to the credit of its counterparty and its ability to satisfy the terms of such contracts. In the event of a bankruptcy or insolvency of a counterparty, the Fund could experience delays in liquidating the position and significant losses, including declines in the value of its

investment during the period in which the Fund seeks to enforce its rights, inability to realise any gains on its investment during such period and fees and expenses incurred in enforcing its rights. There is also a possibility that the above agreements and derivative techniques are terminated due, for instance, to bankruptcy, supervening illegality or change in the tax or accounting laws relative to those at the time the agreement was originated.

(D) Other risks

Other risks in using FDIs include the risk of differing valuations of FDIs arising out of different permitted valuation methods and the inability of FDIs to correlate perfectly with underlying securities, rates and indices. Many FDIs, in particular OTC derivatives, are complex and often valued subjectively and the valuation can only be provided by a limited number of market professionals which often are acting as counterparties to the transaction to be valued. Inaccurate valuations can result in increased cash payment requirements to counterparties or a loss of value to the Fund.

Derivatives do not always perfectly or even highly correlate or track the value of the securities, rates or indices they are designed to track. Consequently, the Fund's use of derivative techniques may not always be an effective means of, and sometimes could be counterproductive to, following the Fund's investment objective.

The above should not be considered to be an exhaustive list of the risks which potential investors should consider before investing in the Fund. Potential investors should be aware that an investment in the Fund may be exposed to other risks of an exceptional nature from time to time.

10. Subscription of Units

10.1 Subscription procedure

Applications for Units of the Fund may be made through any agent or distributor appointed by the Manager. Investors may subscribe for Units in cash. Investors should check with their distributor on the availability of subscriptions using Supplementary Retirement Scheme ("SRS") moneys.

Investors wishing to use their SRS moneys to purchase Units shall indicate so on the application form. Further, the application form contains the investor's instructions to the SRS operator bank to withdraw from the investor's SRS account the purchase moneys in respect of the Units applied for.

Currently, the Manager accepts payments of subscription moneys in SGD. Units will only be issued when subscription moneys have been received by the Trustee on a cleared funds basis.

For compliance with anti-money laundering laws and guidelines, the Manager, the Trustee or the Manager's approved distributors reserve the right to request such information and/or documents as is necessary to verify the identity of an applicant and the source of funds.

Any resultant bank charges would be borne by the relevant investor.

10.2 Minimum Initial Investment Amount and Minimum Additional Investment Amount

Minimum Initial Investment Amount	SGD1,000* for the Class SGD
Minimum Additional Investment Amount	SGD100* for the Class SGD

* or such other amount as the Manager may decide from time to time

The Manager may at their discretion waive the Minimum Initial Investment Amount and Minimum Additional Investment Amount.

10.3 Dealing deadline and pricing basis

As Units are issued on a forward pricing basis, the issue price of Units shall not be ascertainable at the time of application. In buying Units, applicants pay a fixed amount of money e.g., SGD1,000 for the Class SGD which will buy the applicant the number of Units obtained from dividing that sum by the issue price (net of the Application Fee) when it has been ascertained later.

The dealing cut-off time is the Dealing Deadline on a Dealing Day. Units in respect of applications received and accepted by the appointed distribution agents by the Dealing Deadline will be dealt at the relevant NAV determined on that day. Applications received after the Dealing Deadline on a Dealing Day or on a day which is not a Dealing Day shall be treated as having been received on the next Dealing Day.

The distributors may impose their own more restrictive dealing deadlines on investors earlier than the Dealing Deadline. Investors should confirm the applicable dealing deadline with the relevant distributor.

The issue price per Unit of the Class SGD on each Dealing Day shall be an amount equal to the NAV per Unit of the Class SGD and shall be calculated by valuing the assets of the Fund in accordance with the valuation provisions as provided in paragraph 20.4 of this Singapore Prospectus. The resultant sum, after applying the multi class ratio (“MCR”) to determine the NAV attributable to the relevant Class, shall be divided by the number of Units of the relevant Class in issue or deemed to be in issue immediately prior to the relevant Dealing Day, and the resultant amount (truncated at four decimal places or such other number of decimal places or by such other truncation or rounding method as the Manager may determine from time to time) shall be the NAV per Unit of the relevant Class on such Dealing Day.

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

10.4 Numerical example of how Units are allotted

Class SGD

The number of Units (rounded down to 2 decimal places) you receive with an investment of SGD1,000, based on a notional issue price of SGD1.000, will be calculated as follows:

e.g	SGD1,000	-	SGD50	=	SGD950	÷	SGD1.0000	=	950.00 Units
	Investment		Application		Investment		Issue price		No. of Units
	Sum		Fee		Sum				you will
			(5%)						receive

This is for illustration purposes only and is not an indication of the future or likely performance of the Fund or Class. The value of Units and the income from them may go down as well as up.

10.5 Confirmation of purchase

A confirmation note detailing your investment amount and the number of Units in the Class SGD allocated to you will be sent to you within seven (7) Business Days or ten (10) calendar days, whichever is shorter, from the date of issue of Units for cash applications and within fourteen (14) Business Days for SRS applications (once available).

10.6 Cancellation of initial subscription by investors

Investors shall, subject to the cancellation terms and conditions attached to the application form, have the right to cancel their purchase of Units in the Fund within six (6) Business Days from the date of subscription or purchase of Units (or such longer period as may be determined by the Manager or such other period as may be prescribed by the MAS) (“**Cancellation Period**”) by providing notice in writing to the Manager or its authorised agent or distributor. Full details of the provisions relating to the cancellation of Units may be found in the terms and conditions for cancellation of Units attached to the application form for the subscription of Units in the Fund.

10.7 Return of Contributions

Notwithstanding receipt of the application forms, the Manager shall retain the absolute discretion to accept or reject any application for Units in accordance with the provisions of the Deed. In the event that an application for Units is rejected by the Manager for whatever reason, the subscription moneys shall be refunded (without interest) to the investor within a reasonable time in such manner as the Manager or their relevant authorised agent or distributor shall determine.

11. Regular Savings Plan (“RSP”)

Minimum Initial Investment Amount	SGD1,000* for the Class SGD
Minimum Additional Investment Amount	SGD100* for the Class SGD

*or such other amount as the Manager may decide from time to time

For RSP using cash, Unit Holders must complete an Interbank GIRO Form authorising the payment for the RSP (or such other form or method as the Manager may determine from time to time) and submit it together with the application form.

Unit Holders must complete a Direct Debit Authorisation (“**DDA**”) Form authorising the payment for the RSP and submit the DDA Form together with the application form.

For RSP using SRS moneys (once available), Unit Holders must submit the application form.

Payment for the RSP will be debited from the Unit Holders' bank account or SRS Account (once available, as the case may be) on the fourth (4th) calendar day (or next Business Day if that day is not a Business Day) of each month and Units will be allotted within three (3) Business Days after payment has been debited.

In the event that the debit is unsuccessful, no investment will be made for that month unless otherwise advised by the Unit Holder. After 2 consecutive unsuccessful debits, the RSP will be terminated and no notification of such termination will be sent to the relevant Unit Holder.

The Manager shall not assume any liability for any losses arising from the Unit Holders' payment for the RSP via direct debit transactions.

A Unit Holder may terminate his participation without penalty upon giving thirty (30) days' written notice to the Manager.

The Manager reserves the right to terminate or suspend the RSP at any time in their absolute discretion by giving prior notice to the affected Unit Holders. The Manager shall not assume any liability for any losses attributable pursuant to the termination or suspension of the RSP.

12. Redemption of Units

12.1 Redemption procedure

A Unit Holder (or in the case of Joint Holders or any of the Joint Holders) may at any time during the life of the Fund make a request to the relevant distributor in writing (“**Redemption Request**”) duly signed by him or otherwise for the redemption of all Units held by him or them of the Fund. The Redemption Request must specify the number of the Units of the Fund to be redeemed.

Any resultant bank charges would be borne by the relevant investor.

12.2 Minimum holding and minimum redemption amount

Minimum Partial Redemption	100* Units for the Class SGD
Minimum Holding	1,000* Units for the Class SGD

* or such other number of Units as the Manager may decide from time to time

12.3 Dealing deadline and pricing basis

Unit Holders may redeem their Units of the Fund on any Dealing Day. Units in respect of Redemption Requests received and accepted by the appointed distribution agents by the Dealing Deadline on a Dealing Day will be dealt at the NAV per Unit of the relevant Class determined on that day. Redemption Requests received after the Dealing Deadline on a Dealing Day or on a day which is not a Dealing Day shall be treated as having been received on the next Dealing Day.

As Units are redeemed on a forward pricing basis, the redemption price of Units shall not be ascertainable at the time of submitting a Redemption Request. The redemption price per Unit of the Class SGD on each Dealing Day shall be an amount equal to the NAV per Unit of the Class SGD and shall be calculated by valuing the assets of the Fund in accordance with the valuation provisions as provided in paragraph 20.4 of this Singapore Prospectus and applying the MCR to determine the NAV per Unit of the relevant Class, such amount to be truncated at four decimal places (or such other number of decimal places or by such other truncation or rounding method as the Manager may determine from time to time). The amount due to a Unit Holder on the redemption of Units shall be the redemption price per Unit multiplied by the number of Units redeemed.

The distributors may impose their own more restrictive dealing deadlines on investors earlier than the Dealing Deadline. Investors should confirm the applicable dealing deadline with the relevant distributor.

12.4 Numerical example of how the amount paid to an investor is calculated based on the sale of 1,000 Units and based on a notional redemption price of SGD1.1000

Class SGD

e.g.	1,000 Units	x	SGD1.1000	=	SGD1,100
	Your redemption request		redemption price		Your redemption proceeds

This is for illustration purposes only and is not an indication of the future or likely performance of the Fund or any Class. The actual redemption price will fluctuate according to the NAV of the Fund or Class.

12.5 Payment of redemption proceeds

- (a) Redemption proceeds shall normally be directly credited or be paid by cheque within seven (7) Business Days of receipt and acceptance of the Redemption Request by the

Manager or ten (10) calendar days, whichever is lesser, unless the redemption of Units has been suspended in accordance with paragraph 15 below.

- (b) In the case of a Unit Holder who has purchased Units with moneys from his SRS Account (once SRS applications are available), any moneys payable to such Unit Holder in respect of such Units shall be paid by transferring the moneys to the relevant bank for credit of the Unit Holder's SRS Account or otherwise in accordance with the provisions of any applicable law, regulations or guidelines. In the event that the SRS Account has been closed, the moneys shall be paid to the investor in accordance with paragraph 12.5(a) or otherwise in accordance with any applicable law, regulations or guidelines.
- (c) The redemption proceeds will be paid in the currency of the Class of Units being redeemed.
- (d) In the case of a Unit Holder who has purchased Units with cash, any moneys payable to such Unit Holder in respect of such Units will be paid by cheque sent through the post to his registered address or by telegraphic transfer to a nominated bank account.
- (e) If an investor is resident outside Singapore, the Manager shall be entitled to deduct from the total amount (which would otherwise be payable on the purchase from the investor) an amount equal to the excess of the expenses actually incurred over the amount of expenses which would have been incurred if the investor had been resident in Singapore.

13. Switching of Units

Units of the Fund may be switched into units of any other funds managed by the Manager or managed by any entity within Principal Malaysia's group of companies, which is approved for investment in Singapore (whether such fund is authorised or recognised). Switching may be carried out only between Units of the same currency class, unless otherwise permitted by the Manager.

Switching will be conducted based on the value of your investments in the Class. The minimum amount for a switch must be equivalent to the minimum withdrawal amount applicable to the Class or such other amount as the Manager may decide from time to time. Please note that the minimum amount for a switch must also meet the minimum initial investment amount or the minimum additional investment amount (as the case may be) applicable to the fund (or its classes) to be switched into. Further, a Unit Holder must at all times maintain at least the Minimum Holding required for the Class to stay invested in the Class. The Manager may, at its absolute discretion, allow switching into or out of the Class in relation to a particular Unit Holder or all Unit Holders generally.

To switch, simply complete a switch request form and send to your appointed agent or distributor.

Processing a switch

A switch is processed as a withdrawal from one fund and an investment into another. If we receive a valid switch request by the Dealing Deadline, the Manager will process it using the NAV per unit for that Business Day. If we receive the request after the Dealing Deadline, it will be processed using the NAV per unit for the next Business Day.

14. Obtaining Prices of Units

- 14.1** The indicative NAV of the Class SGD of the Fund will be displayed daily on the Singapore Representative's website at www.principal.com.sg. The actual prices quoted will generally be

published one (1) Business Day after the relevant Dealing Day on the Singapore Representative's website.

- 14.2** Save for publications by the Manager, the Manager does not accept any responsibility for any errors on the part of the publisher concerned in the prices published in the newspapers (if any) or such other publication or for any non-publication or late publication of prices by such publisher and shall incur no liability in respect of any action taken or loss suffered by investors in reliance upon such publication.

15. Suspension of Dealing

- 15.1** The Trustee has the right to suspend sale (if applicable) and repurchase of Units under the SC Requirements or the Standards of Qualifying CIS. The Manager may, subject to the SC Requirements and the Standards of Qualifying CIS, request the Trustee to suspend the sale (if applicable) and repurchase of Units under exceptional circumstances after having determined that a suspension is in the best interest of the Unit Holders, such as in the following circumstances:

- (i) the closure of a securities exchange or trading restrictions on a securities exchange; or
- (ii) it is not in the best interest of the Unit Holders to liquidate a material portion of the assets of the Fund; or
- (iii) an emergency or other state of affairs; or
- (iv) the declaration of a moratorium in a country where that Fund has assets; or
- (v) for the purpose of conversion of any currency, a closure or restrictions on trading in the relevant foreign exchange market or dealings in a material portion of the assets of the Fund are restricted or suspended; or
- (vi) the realisation of assets not being able to be effected at prices which would be realised if assets were realised in an orderly fashion over a reasonable period in a stable market or the market value or fair value of a material portion of the assets of the Fund cannot be determined; or
- (vii) the SC has instructed either the Manager or the Trustee to suspend dealings of Units in the Fund in the interest of protecting the rights of Unit Holders.

- 15.2** If at any time the appointment of the Trustee is terminated and a new trustee has not been appointed yet, the sale (if applicable) and repurchase of the Units shall be suspended until a new trustee has been appointed. Similarly, if at any time the appointment of the Manager is terminated and a new manager has not been appointed yet, the sale (if applicable) and repurchase of the Units shall be suspended until a new manager has been appointed.

- 15.3** No suspension may exceed twenty-one (21) days unless a longer period is permitted under the SC Requirements or Standards of Qualifying CIS. All outstanding redemption and repurchases and any withdrawal notice or application for Units received while the withdrawal and issue of Units is suspended is taken to be received on the first Business Day after the suspension ceases.

- 15.4** Notwithstanding a Unit Holder has not requested the Manager to fully redeem or repurchase all Units held by that Unit Holder, the Manager shall have the right to fully redeem or repurchase all Units held by that Unit Holder in the event any withdrawal, switching, transfer or other transaction request if effected would result in that Unit Holder holding less than the Minimum Holding or amount or value as the Manager shall determine from time to time and disclosed in this Singapore Prospectus.

16. Performance of the Fund and Benchmark

16.1 Past performance

Class	Total Return	Average annual compounded return			
	1 Year	3 Years	5 Years	10 Years	Since inception*
Class SGD (NAV-NAV)	-6.08%	N/A	N/A	N/A	-0.04%
Class SGD (NAV-NAV) (taking into account the Application Fee)#	-10.78%	N/A	N/A	N/A	-1.59%
FTSE Bursa Malaysia Top 100 Index^	-6.32%	N/A	N/A	N/A	-0.49%

* Inception Date: 3 April 2017

^ Effective 6 July 2009, the KLCI benchmark for the Fund was discontinued and has been replaced by the FTSE Bursa Malaysia KLCI. As a result of its larger stock universe, the Fund's benchmark has been replaced with FTSE Bursa Malaysia Top 100 Index.

Source: Lipper. Performance numbers are computed as of 31 May 2019.

The performance of the Class SGD is computed on a single pricing basis (NAV-NAV) (taking into account the Application Fee of up to 5% and Withdrawal Fee / Redemption Fee (if any)) and with dividends and distributions (if any) reinvested. Note that a lower Application Fee may be charged when subscribing for Units.

The updated performance of the Fund can be found on the Manager's website at www.principal.com.sg.

Past performance of the Fund is not necessarily indicative of the future performance of the Fund.

16.2 Expense ratio

The expense ratio of the Class SGD as at 31 October 2018 is 1.63%.

The expense ratio of the Fund is calculated in accordance with the Investment Management Association of Singapore's guidelines on the disclosure of expense ratios (the "IMAS Guidelines") and based on the Fund's latest audited accounts. The following expenses, as set out in the IMAS Guidelines (as may be updated from time to time), are excluded from the calculation of the expense ratio:

- (a) brokerage and other transaction costs associated with the purchase and sales of investments (such as registrar charges and remittance fees);
- (b) interest expense;
- (c) foreign exchange gains and losses of the Fund (whether realised or unrealised);
- (d) front-end or back-end loads and other costs arising on the purchase or sale of a foreign unit trust or mutual fund;
- (e) tax deducted at source or arising on income received (including withholding tax); and
- (f) dividends and other distributions paid to Unit Holders.

16.3 Turnover ratio

The turnover ratio of the Fund as at 31 October 2018 is 0.91%.

The turnover ratio is calculated based on the lesser of purchases or sales expressed as a percentage of average net asset value (NAV), i.e. average daily NAV over, as far as possible, the same period used for calculating the expense ratio.

In Malaysia, the portfolio turnover ratio (“PTR”) of the Fund as at 31 October 2018 is 1.01%.

The PTR is calculated based on the following formula:

$$\frac{(\text{Total acquisition for the financial year} + \text{total disposal for the financial year}) \div 2}{\text{Average NAV of the Fund for the financial year calculated on a daily basis}}$$

17. Rebates and Soft Commissions

The Manager and the Trustee will not retain any form of rebate or soft commission from, or otherwise share in any commission with, any broker in consideration for directing dealings in the investments of the Fund unless the soft commission received is retained in the form of goods and services such as financial wire services and stock quotations system incidental to investment management of the Fund. All dealings with brokers are executed on best available terms.

18. Potential Conflicts of Interests and Related Party Transactions

The Manager (including its directors) will at all times act in the best interests of the Unit Holders of the Fund and will not conduct itself 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 Principal Malaysia faces conflicts in respect of its duties as the Manager to the Fund and to other Principal Malaysia Funds that it manages, Principal Malaysia is obliged to act in the best interests of its investors and will seek to resolve any conflicts fairly and in accordance with the Deed.

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

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

Director / Shareholder	Position	Shareholding (Direct / Indirect)	Name of corporation
CIMB Group Sdn Bhd	Shareholder	Direct	Principal Islamic Asset Management Sdn Bhd (<i>formerly known as CIMB-Principal Islamic Asset Management Sdn Bhd</i>)
		Indirect	CIMB-Mapletree Management Sdn Bhd

The Fund may maintain Deposits with CIMB Bank Berhad, CIMB Islamic Bank Berhad and CIMB Investment Bank Berhad. Principal Malaysia 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.

The Manager may conduct cross trades between funds managed by the Manager, subject to regulatory requirements.

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

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

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

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

Subject to any legal requirement, the Manager or any related corporation of the Manager, or any officers or directors of any of them, may invest in the Fund. The directors of Principal Malaysia 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 Singapore 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 Principal Malaysia for any purpose.

19. Reports

The financial year-end of the Fund is 31 October each year.

The Manager shall, upon request from a Unit Holder, send a copy of the annual report of the Manager within two (2) months after the request is received and upon payment of a reasonable sum as may be determined by the Manager. The Manager shall send by post, to each Unit Holder without charge, a copy of the annual report and interim report of the Fund within two (2) months of the end of the respective financial period. Upon request from Unit Holders, additional copies of the annual report and interim report of the Fund shall be sent to Unit Holders within two (2) months after the request is received and upon payment of such sum as shall be determined by the Manager.

20. Other Material Information

20.1 Distributions

Depending on the distribution policy of the respective Class, distribution (if any) will be made at the end of each distribution period to the Class(es) 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 a Unit Holder will receive is calculated by multiplying the total number of Units held by such Unit Holder in the Class with the distribution amount in cent per Unit. On the distribution date, the NAV per Unit will adjust accordingly. The Manager has the discretion to distribute part or all of the Class' distributable income. The distribution (if any) may vary from period to period depending on the investment objectives and the performance of the Fund.

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 down to two (2) decimal places), unless written instructions to the contrary are communicated by the Unit Holder to the Manager, in which the Unit Holder should have first furnished the Manager with details of his bank account in the currency denomination of that Class, that all distribution payment shall be paid into (the cost and expense will be borne by the Unit Holder). 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 the Unit Holder has withdrawn his investment from the Class, those additional Units will then be withdrawn and the proceeds will be paid to the Unit Holder.

Investor should note that distribution payments, if any, will be made in the respective currency for that Class(es). As such, the distribution amount may be different for each Class as a result of exchange rate movement between the base currency of the Fund and the denominated currency of the Class(es). The distribution will be paid into the Unit Holders' bank account (which shall be in the respective currency of the Class(es)) in the Manager's records (the cost and expense will be borne by the Unit Holder). Investors who subscribe for Units through a distributor should check with their distributor regarding such distribution payments, if any.

20.2 Permitted Investments

Subject to the Deed, the investment policy for the Fund and the requirements of the SC and any other regulatory body, the Manager has the absolute discretion as to how the assets of the Fund are to be invested. Under the Deed and provided always that there are no inconsistencies with the objective of the Fund, the Fund can invest in a wider range of securities, including but not limited to the following:

- Equities and debt securities dealt in an Organised Market and traded in or under the rules of an Eligible Market;
- Warrants that carry the right in respect of a security traded in or under the rules of an Eligible Market;
- Unlisted equities including equities 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;
- All types of collective investment schemes which comply with the requirements of the SC Guidelines and the Standards of Qualifying CIS; and
- Any other form of investments as may be permitted by the SC from time to time that is in line with the Fund's objectives.

The formulation of the investment policies and strategies of the Fund is based on the objectives of the Fund after taking into consideration the regulatory requirements outlined in the SC Guidelines and the ASEAN CIS Framework, with such exemptions or variations (if any) as permitted by the SC.

20.3 Investment Restrictions and Limits

The Fund is subject to the SC Requirements, the Standards of Qualifying CIS and the following investment restrictions and limits:

- 1) Transferable Securities and money market instruments held by the Fund must be dealt in an Organised Market and traded in or under the rules of an Eligible Market;
- 2) The aggregate value of the Fund's investment in Transferable Securities or money market instruments issued by a single issuer must not exceed 10% of the Fund's NAV;

- 3) The value of the Fund's placement in Deposits with any single investment grade Financial Institution must not exceed 20% of the Fund's NAV;
- 4) In the case where the Fund invested in the following assets, the limit in clause 2 and clause 3 above is lowered to 5%:
 - (a) deposits placed with unrated or non-investment grade Financial Institution;
 - (b) debt securities or money market instruments not dealt in on Organised Market or issued by an unrated or non-investment grade issuing body; and
 - (c) unlisted equities.

Notwithstanding clause 4(b), the Manager may rely on the rating of an unrated or non-investment grade issuer's parent company or guarantor provided that an explicit guarantee by the parent company or the guarantor for the issuer is in place;

- 5) The aggregate value of the Fund's investment in Transferable Securities, money market instruments, Deposit and OTC derivatives issued by or placed with (as the case may be) any single business group, must not exceed 20% of the Fund's NAV. For the purpose of this clause, a business group refers to a body, its subsidiaries, fellow subsidiaries, holding body, and ultimate holding body;
- 6) The Fund may invest up to 15% of the Fund's NAV in aggregate in debt securities or money market instruments issued by a single body if the issuing body or the guarantor of the debt securities or money market instruments is a government or sovereign or central bank with at least a "BBB" rating by Fitch or its equivalent by Moody's and S&P. However, if the issuing body or the guarantor of the debt securities or money market instruments is a Malaysian government or Bank Negara Malaysia, the Fund may invest up to 35% of the Fund's NAV in aggregate in debt securities or money market instruments;
- 7) The value of a Fund's investments in unlisted equities must not exceed 10% of the Fund's NAV;
- 8) The aggregate value of the Fund's investment in Deposits placed with unrated or non-investment grade Financial Institution, debt securities or money market instruments not dealt in an Organised Market or issued by an unrated or non-investment grade issuing body, unlisted equities and OTC derivatives with non-investment grade or unrated counterparty must not exceed 15% of the Fund's NAV. For the purpose of this clause, the limit does not apply to Deposits, debt securities or money market instruments or OTC derivatives where the:
 - (a) Financial Institution, issuing body or counterparty is rated investment grade only with a national rating scale; and
 - (b) the jurisdiction in which the issuing body or counterparty is domiciled has a sovereign credit rating that is at least investment grade;
- 9) The value of the Fund's investment in units of each Qualifying CIS or non-Qualifying CIS authorised in Signatory Countries for public offers must not exceed 10% of the Fund's NAV;
- 10) The value of the Fund's investment in units of all non-Qualifying CIS (excluding investment in units of non-Qualifying CIS with underlying assets of real estate and/or real estate-related) must not exceed 20% of the Fund's NAV;
- 11) The Fund's investments in collective investment schemes must not exceed 25% of the units in any one collective investment scheme. Where the Fund invests in units in other collective investment schemes operated by the same Manager or its related corporation, the Manager must ensure that:
 - (a) there is no cross-holding between the Fund and the target fund;
 - (b) all initial charges on the target fund is waived; and

- (c) the management fee must only be charged once, either at the Fund or the target fund;
- 12) The aggregate value of the Fund's borrowing for the purpose of meeting repurchase request for units and for short-term bridging requirements should not exceed 10% of the Fund's NAV at the time the borrowing is incurred. For the purpose of this clause, the management company should ensure that:
 - (a) the Fund's cash borrowing is only on a temporary basis and that borrowings are not persistent;
 - (b) the borrowing period should not exceed one month; and
 - (c) the Fund may only borrow from Financial Institutions;
 - 13) The Fund's investments in equities or securities equivalent to equities must not exceed 10% of the equities or securities equivalent to equities issued by any single issuer;
 - 14) The Fund's investments in debt securities must not exceed 10% of the debt securities issued by any single issuer;
 - 15) The Fund's investments in money market instruments must not exceed 10% of the money market instruments issued by any single issuer; and
 - 16) For investments in derivatives (including for hedging purpose):
 - (a) the exposure of the underlying assets must not exceed the investment spread limits stipulated in the SC Guidelines;
 - (b) the value of the Fund's OTC derivative transaction with any single counter-party must not exceed 10% of the Fund's NAV;
 - (c) the Fund's exposure from derivative positions should not exceed the Fund's NAV at all times; and
 - (d) the counter-party of an OTC derivative is a financial institution with a minimum long-term rating provided by any domestic or global rating agency that indicates strong capacity for timely payment of financial obligations.

In respect of the above restrictions and limits, the SC Guidelines provide for an allowance of 5% from the restrictions and limits due to appreciation or depreciation of the NAV of the Fund (whether as a result of an appreciation or depreciation in value of the Fund's investments, or as a result of repurchase of units or payment made out of the Fund).

If the Fund is not within the investment restrictions and limits, the Manager should not make any further acquisitions and must rectify as soon as practicable (maximum three (3) months from the date of the breach). In addition, the Manager should inform the SC, MAS and the Trustee within three (3) Business Days after it becomes aware of such occurrence, except where such occurrence is due to appreciation or depreciation of the NAV of the Fund.

Note: *Subject to investment limits in clause 9 and 10, the Fund may invest into non-Qualifying CIS authorised or recognised for public offer in a Signatory Country, provided:*

- a) *the level of protection for unit holders of the non-Qualifying CIS is at least equivalent to that provided for unit holders in a Qualifying CIS. The non-Qualifying CIS should originate from countries that either:*
 - (i) *have been assessed by World Bank/ International Monetary Fund at least "broadly implemented" on the principles relevant to CIS; or*
 - (ii) *does not comply with (a)(i) but the Home Regulator of the Qualifying CIS is satisfied with the relevant reason/ explanation on the weak points and how equivalence of protection can still be achieved;*
- b) *semi-annual and annual reports are published by the non-Qualifying CIS; and*
- c) *the investment policy of the non-Qualifying CIS is such that the:*
 - (i) *invested assets are similar to the types and categories that a Qualifying CIS may invest in and the non-Qualifying CIS is subject to investment limits that are in line with those applicable to a Qualifying CIS; or*

- (ii) *invested assets are real estate and/or real estate-related, provided that the units of the non-Qualifying CIS are listed for quotation and traded on an organised exchange in a Signatory country.*

20.4 Valuation

The Manager will carry out the valuation of the Fund in a fair manner in accordance with the SC Requirements, the Standards of Qualifying CIS and applicable law and guidelines. The valuation bases for the investments permitted by the Fund are as below:

- **Listed securities**

The value of any permitted investments, which are quoted on an approved exchange, shall be calculated daily by reference to the last transacted price on that approved exchange. If the last transacted price does not represent the fair value of the securities, then the securities shall be valued at fair price as determined in good faith by the Manager, 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 agreed by the Trustee, whereupon their fair value will be determined in good faith by the Manager based on the methods or bases approved by the Trustee after appropriate technical consultation.

- **Unlisted securities**

The valuation of equities 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 shall be valued daily at the issue price of such equities. The value will be determined by the financial institution that issued the instrument.

The value of any unlisted RM-denominated debt securities 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 the Manager is of the view that the price quoted by the BPA for a specific debt security differs from the market price by more than 20 basis points, the Manager may use the market price by reference to the last available quote provided such quote was obtained within the previous (thirty) 30 days and the Manager records 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 debt securities shall be valued daily by reference to the average indicative yield quoted by three (3) independent and reputable financial institutions. However, where quotations are not available, such unlisted non RM-denominated debt securities will be valued at least weekly at a fair price determined in good faith by the Manager, based on the methods or bases approved by the Trustee.

- **Unlisted derivative instruments**

For unlisted derivative instruments, the Manager shall ensure that the valuation of the investment is valued daily at fair value as determined in good faith by the Manager, on methods and bases which have been verified by the auditor and approved by the Trustee.

- **Collective investment schemes**

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 repurchase agreements shall be determined each day by reference to the principal value of such permitted investments and the accrued income for the relevant period.

- **Deposits**

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

20.5 Duration and Termination of the Fund

The Fund constituted by the Deed is of indeterminate duration with no fixed maturity term and may be terminated or determined earlier under the provisions in the Deed or by law, whichever is the earlier.

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 authorisation is withdrawn under Section 256E of the CMSA; 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 CMSA and the court has confirmed the resolution, as required under Section 301(2) of the CMSA; 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 SC Guidelines, has resulted in the Fund, which is the subject of the transfer scheme, being left with no asset/property.

A Class of a Fund may be terminated if a Special Resolution is passed at a Unit Holders' meeting of that Class to terminate or wind-up that Class provided always that such termination or winding-up of that Class does not materially prejudice the interest of any other Class in that Fund.

20.6 Meeting of Unit Holders

A Unit Holders' meeting may be called by the Manager, the Trustee and/or Unit Holders.

Where the Manager 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 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 the records of the Manager 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.

The Manager shall within twenty-one (21) days after an application is delivered to the Manager 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 Holders, to the Joint Holder of the Fund or that Class, as the case may be, whose name stands first in the Manager's records at the Joint 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, 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 the 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.

All voting shall be carried out by poll. On a poll, the votes of each Unit Holder present in person or by proxy shall be proportionate to the number or value of Units held. In the case of Joint 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.

20.7 Rights, Liabilities and Limitations of Unit Holders

20.7.1 Rights of Unit Holders

A Unit Holder has the right, among others, to the following:

- to inspect the register, free of charge, at any time at the registered office of the Manager, and obtain such information pertaining to its units as permitted under the Deed and the SC Guidelines;
- to 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 Deed;
- to call for Unit Holders' meetings;
- to vote for the removal of the Trustee or the Manager through a Special Resolution;
- to receive annual reports, interim reports or any other reports of the Fund; and

- to exercise the right of cancellation (stated in paragraph 10.6).

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

20.7.2 Liabilities and Limitation of Unit Holders

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.

Limitations

A Unit Holder cannot:

- (i) interfere with any rights or powers of the Manager 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 the Unit Holder.

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

20.8 Liquidity Risk Management

The Manager has established liquidity risk management policies which enable the Manager to identify, monitor, and manage the liquidity risks of the Fund. Such policies, combined with the liquidity management tools available, seek to achieve fair treatment of Unit Holders and safeguard the interests of remaining Unit Holders against the redemption behaviour of other investors and mitigate against systemic risk.

The Manager's liquidity risk management policies take into account the Fund's liquidity terms, asset class, liquidity tools and regulatory requirements.

The liquidity risk management tools available to manage liquidity risk include the following:

- (a) Liquidity metrics or indicators to monitor, assess and manage the liquidity of the Fund;
- (b) The Fund may borrow up to 10% of its NAV at the time the borrowing is incurred for the purpose of meeting repurchase requests for Units and for short-term bridging requirements, provided that the Fund's cash borrowing is only on a temporary basis (not persistent), the financing period should not exceed one month, and the Fund only borrows from Financial Institutions; and
- (c) The Manager may, subject to the SC Requirements and the Standards of Qualifying CIS, request for the Trustee to suspend the sale (if applicable) and repurchase of Units of the Fund under exceptional circumstances after having determined that a suspension is in

the best interest of the Unit Holders. For more information, refer to paragraph 15 of this Singapore Prospectus.

21. Queries and Complaints


If you have questions concerning the Fund or your investment in the Fund, you may call the Singapore Representative at telephone number (65) 6390 0800.

CIMB-PRINCIPAL MALAYSIA EQUITY FUND

SINGAPORE PROSPECTUS

BOARD OF DIRECTORS OF PRINCIPAL ASSET MANAGEMENT BERHAD
(formerly known as CIMB-Principal Asset Management Berhad)

Signed:



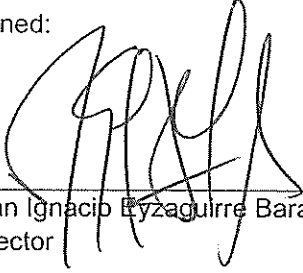
Munirah binti Khairuddin
Director

CIMB-PRINCIPAL MALAYSIA EQUITY FUND

SINGAPORE PROSPECTUS

BOARD OF DIRECTORS OF PRINCIPAL ASSET MANAGEMENT BERHAD
(formerly known as CIMB-Principal Asset Management Berhad)

Signed:



Juan Ignacio Eyzaguirre Baraona
Director

CIMB-PRINCIPAL MALAYSIA EQUITY FUND

SINGAPORE PROSPECTUS

BOARD OF DIRECTORS OF PRINCIPAL ASSET MANAGEMENT BERHAD
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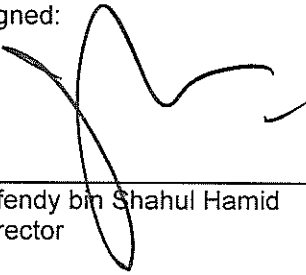
Pedro Esteban Borda
Director

CIMB-PRINCIPAL MALAYSIA EQUITY FUND

SINGAPORE PROSPECTUS

BOARD OF DIRECTORS OF PRINCIPAL ASSET MANAGEMENT BERHAD
(formerly known as CIMB-Principal Asset Management Berhad)

Signed:



Effendy bin Shahul Hamid
Director

CIMB-PRINCIPAL MALAYSIA EQUITY FUND

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BOARD OF DIRECTORS OF PRINCIPAL ASSET MANAGEMENT BERHAD
(formerly known as CIMB-Principal Asset Management Berhad)

Signed:




Wong Joon Hian
Director

CIMB-PRINCIPAL MALAYSIA EQUITY FUND

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BOARD OF DIRECTORS OF PRINCIPAL ASSET MANAGEMENT BERHAD
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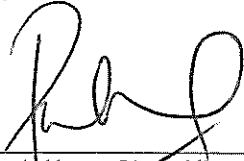
Hisham bin Zainal Mokhtar
Director

CIMB-PRINCIPAL MALAYSIA EQUITY FUND

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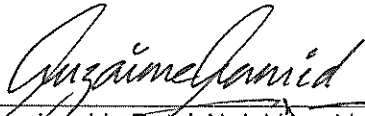
Paul Wong Chee Kin
Director

CIMB-PRINCIPAL MALAYSIA EQUITY FUND

SINGAPORE PROSPECTUS

BOARD OF DIRECTORS OF PRINCIPAL ASSET MANAGEMENT BERHAD
(formerly known as CIMB-Principal Asset Management Berhad)

Signed:



A. Huzaimah bin Dato' Abdul Hamid
Director

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Principal Asset Management (S) Pte Ltd (200607208K)
(formerly known as CIMB-Principal Asset Management (S) Pte Ltd)

Enquiries:

Customer Care Centre **(65) 6390 0800**

Website **www.principal.com.sg**