

# Terms and Conditions for investing in unit trust funds of Principal Asset Management Berhad ("Principal Malaysia") through GOinvest

## 1. General Terms and Conditions

#### 1.1 General

1.1.1 These terms and conditions shall apply to each person ("Applicant") investing in unit trust funds of Principal Malaysia ("Funds") through GOinvest, a new investment platform available in the e-Wallet App and all transactions relating to such investment, including an application or request by the Applicant to invest in the Funds, opening of account and withdrawal of the Funds' units ("Transaction(s)"). The Applicant shall also be bound by the terms and conditions of the respective constitution documents of each Fund, such as the Product Highlight Sheet, the Prospectus and the Deed (including any supplemental and replacement thereto). Where there are any disputes, issues and/or conflict between these terms and conditions and those contained in the constitution documents of the Funds, the latter shall prevail to the extent of such disputes, issues and/or conflict.

1.1.2 Principal Malaysia shall be entitled at any time and without prior reference to the Applicant to add or amend any of these terms and conditions at its sole and absolute discretion, and without providing any compensation or reasons to the Applicant.

1.1.3 All words as defined in the Prospectus (including any supplemental and replacement thereto) shall have the same meaning in these terms and conditions.

## 1.2 Applicant

1.2.1 The Applicant hereby warrants that the Applicant has the legal capacity, power and the necessary authorisation under the applicable laws of the relevant jurisdictions to invest in the Funds and enter into the Transactions.

1.2.2 The Applicant hereby agrees to provide all such required and accurate information or documents as may be requested or required by Principal Malaysia from time to time, whether via the e-Wallet App or otherwise. In the event the Applicant fails to provide the relevant information or document to Principal Malaysia, Principal Malaysia reserves its sole and absolute discretion, to reject the Applicant's request to invest in any of the Funds, or to terminate any part of the Transactions.

1.2.3 The Applicant hereby confirms that all information (including personal information and bank account information) provided to Principal Malaysia or the e-Wallet Provider are true and accurate.



1.2.4 The Applicant agrees to invest in an unlisted capital market product without any recommendation or advice given by Principal Malaysia.

1.2.5 The Applicant also acknowledges that the Funds are not capital or returns guaranteed funds nor capital protected funds.

## 1.3 Principal Malaysia's Right

1.3.1 Principal Malaysia reserves the right to accept or reject any request or application by the Applicant to invest in any of the Funds or to execute any part of the Transactions ("Application") without assigning any reasons and without compensation to the Applicant.

1.3.2 Notwithstanding anything contained herein, Principal Malaysia reserves its sole and absolute discretion to take such actions as Principal Malaysia deems fit and proper, including but not limited to rejecting, delaying or refusing to approve or carry out any Application, payment, instructions or any part of the Transactions for any reason.

#### 1.4 Instructions

1.4.1 All instructions given by the Applicant to Principal Malaysia in relation to the Applicant's investment in a Fund and/or a Transaction shall be via the e-Wallet App ("Instructions").

1.4.2 Instructions given pursuant to clause 1.4.1 above shall be binding upon the Applicant, and Principal Malaysia shall have no obligation to verify the authenticity of any such Instructions or the identity of any person giving such Instructions.

1.4.3 Principal Malaysia is entitled at its sole and absolute discretion to carry out, refuse to carry out, or delay the carrying out of any Instructions communicated to Principal Malaysia, in which event Principal Malaysia may (but is not obliged to) notify the Applicant accordingly, where practicable and legally permissible to do so.

1.4.4 The Applicant shall update Principal Malaysia of any changes to the Applicant's information (including personal information and bank account information), and Principal Malaysia shall have the right to request for any other documents or evidence before updating such information.

1.4.5 Any Instructions or communication given by the Applicant to Principal Malaysia shall only take effect upon actual receipt by Principal Malaysia.

1.4.6 Principal Malaysia shall be entitled to record all communications (including via phone, emails or live chats) relating to each Transaction. The Applicant agrees that such recordings and transcripts may be used by Principal Malaysia as conclusive evidence, in any dispute between the Applicant and Principal Malaysia.



#### 1.5 Fees, Charges and Expenses

1.5.1 Principal Malaysia reserves the right to impose administration-related expenses that may be incurred (from time to time) in carrying out any Instructions given by the Applicant or in executing any part of the Transactions.

1.5.2 The Applicant shall be responsible for the payment of any charges, fees, costs, expenses and other liabilities properly payable or incurred by Principal Malaysia (from time to time) in executing the Transactions in respect of any of the Funds' units.

1.5.3 The Applicant shall also bear any applicable bank charges and fees payable from time to time, as a result of any Transaction executed via the e-Wallet App.

## 1.6 Processing a Transaction

1.6.1 All Transactions shall be performed through the e-Wallet App.

## 1.7 Documents

1.7.1 To the extent permitted under the applicable laws, any statement of account, notices, notification letters, fund reports and such other documents as maybe determined by Principal Malaysia from time to time (collectively referred to as "Documents") in relation to the Applicant's investments and the Transactions shall be made available to the Applicant via the e-Wallet App, electronically, or by any other mode of communication and it shall be deemed to be sufficiently delivered to the Applicant.

1.7.2 Where applicable, all electronic and written communication from Principal Malaysia to the Applicant shall be sent to the last known address or contact details as notified by the Applicant to Principal Malaysia.

1.7.3 The Applicant accepts and agrees that any communication with Principal Malaysia may not be transmitted via a private or secure link or in encrypted form, and therefore may be subject to the usual hazards and inherent risk arising out of or in connection with internet communication. Further, Principal Malaysia does not guarantee that any communication has not been the subject of unauthorised interception or modification by any third party. If the Applicant requires clarification on the Applicant's Documents, the Applicant should notify Principal Malaysia promptly.

1.7.4 Notwithstanding the above, the Applicant may notify Principal Malaysia in writing should the Applicant wish to continue receiving physical copies of the Documents.

1.7.5 If the Applicant fails to notify Principal Malaysia of any errors in the statement of account within 14 days of issuance by Principal Malaysia, it shall be deemed to be conclusive and binding upon the Applicant. The Applicant shall be deemed to have waived any right to raise any objection or to pursue any remedies against Principal Malaysia.



#### 1.8 Suspension and Termination

1.8.1 Principal Malaysia may suspend or terminate any part of the Transactions or the Applicant's account at any time and for any reason, including upon the discovery or notification of any fraudulent or suspicious Transaction in the Funds, without notice nor compensation to the Applicant.

1.8.2 Upon the suspension or termination of any part of the Transactions or the Applicant's account, Principal Malaysia shall be entitled in its absolute discretion to deal with the units in the Funds held by the Applicant.

#### 1.9 Personal Data

1.9.1 Pursuant to the Personal Data Protection Act 2010 (as may be amended from time to time), the Applicant shall provide Principal Malaysia with the information requested in relation to the Application, a Transaction and a Fund.

1.9.2 The Applicant confirms that the Applicant has read, understood and agrees to be bound by Principal Malaysia's Privacy Notice (available at https://www.principal.com.my/en/privacy-notice-my) and the clauses herein, as may be amended from time to time. For the avoidance of doubt, the Applicant agrees that the said Privacy Notice shall be deemed to be incorporated by reference into these terms and conditions.

1.9.3 The following clauses will form part of the terms and conditions governing the Applicant's account with Principal Malaysia and the Transactions in line with the Personal Data Protection 2010 (as may be amended from time to time):

#### Privacy Clause

(a) In the event the Applicant provides personal and financial information relating to third parties, for the purpose of opening or operating the Applicant's account(s)/investments with Principal Malaysia or otherwise subscribing to Principal Malaysia's products and services, the Applicant (i) confirm that the Applicant has obtained their consent or are otherwise entitled to provide this information to Principal Malaysia and for Principal Malaysia to use it in accordance with this Application; (ii) agrees to ensure that the personal and financial information of the said third parties is accurate; (iii) agrees to update Principal Malaysia in writing in the event of any material change to the said personal and financial information; and (iv) agrees to Principal Malaysia's right to terminate the Application and any of the Transactions should such consent be withdrawn by any of the said third parties;

(b) Notwithstanding that the Applicant has provided any such personal or financial information to Principal Malaysia, the Applicant shall have the option to withdraw the consent given earlier. In such instances, Principal Malaysia shall have the right to not provide or discontinue the provision of any product, service and/or account(s) and/or investment(s) or any part of a Transaction that is/are linked with such information;



(c) Principal Malaysia reserves the right to amend this clause from time to time at Principal Malaysia's sole discretion, and shall provide notification to the Applicant in writing and publish any such amendments on Principal Malaysia's websites and/or by displaying notices at prominent locations within Principal Malaysia's branches; and

(d) The Applicant consents and authorizes Principal Malaysia to carry out the necessary reference checks including but not limited to credit reference and/or reporting checks to further ascertain the status of the Applicant.

(e) This clause shall be without prejudice to any other clause in these terms and conditions relating to the disclosure of information.

## 1.10 Delegation

Principal Malaysia may delegate any of its functions contained in these terms and conditions to any other person/body and may provide information about the Applicant, the Transactions and the Funds' units to such person/body.

#### 1.11 Assignment

The Applicant shall not assign any of the Applicant's rights and interests contained in these terms and conditions or in the Funds' units without the prior written consent of Principal Malaysia.

## 1.12 Set-Off

Principal Malaysia is entitled to set off any monies due to the Applicant in relation to a Transaction against any debts or liabilities due and owing by the Applicant to Principal Malaysia from time to time.

#### 1.13 Liability and Indemnity

1.13.1 Neither Principal Malaysia nor any of its directors, officers, employees and any of its affiliates shall be liable for any direct, indirect, special or consequential damages which may be suffered by the Applicant, including but not limited to, loss of anticipated profits or other anticipated economic benefits, whatsoever or howsoever caused, whether in contract or in tort (which includes but is not limited to negligence), arising directly or indirectly in connection with or arising out of these terms and conditions, an Application, the Transactions or the Funds' units.

1.13.2 The Applicant hereby agrees to fully indemnify Principal Malaysia and its employees (collectively "Indemnified Parties") against any and all direct and indirect losses, damages, claims, costs (on a full indemnity basis including but not limited to legal costs), fees, expenses or liabilities and howsoever suffered or incurred by the Indemnified Parties arising out of and/or in connection with the Application and the Transactions.



#### 1.14 Severability

Each of the provisions contained herein is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, void, or illegal, the enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

#### 1.15 Successor Bound

These terms and conditions and the rights and obligations created under it shall be binding upon and inure solely for the benefit of the Applicant or Principal Malaysia (as the case may be) and their respective heirs, personal representatives, successors in title and permitted assigns of the Applicant or Principal Malaysia (as the case may be).

#### 1.16 Governing Law

These terms and conditions shall be read and construed in accordance with the laws of Malaysia and the parties hereby agree to submit to the exclusive jurisdiction of the courts of Malaysia.

# 2. Specific Terms and Conditions

#### 2.1 Payment Method

2.1.1 Upon the relevant account being opened by the Applicant through the e-Wallet App, payment for investment can be made in the following manner:

(a) directly with the Applicant's money in the e-Wallet App;

(b) directly from the Applicant's bank account through wire transfer facility offered in the e-Wallet App;

(c) via Auto Cash In (as defined in Clause 2.4 below); or

(d) such other payment method as may be approved by Principal Malaysia from time to time and as stated in the Prospectus (including any supplemental and replacement thereto).

2.1.2 Payment for investment via third party bank account **is strictly not allowed**. In the event any payment from a third-party bank account is detected by Principal Malaysia, the Applicant's Transaction shall be cancelled and such payment sum shall be refunded to the third party bank account by Principal Malaysia within three (3) Business Days and any applicable bank charges payable shall be borne by the third party.

## 2.2 Distribution Policy

2.2.1 Any distribution will be in accordance with the provisions in the Prospectus (including any supplemental and replacement thereto) of the Funds.



#### 2.3 Processing A Withdrawal

2.3.1 Withdrawal payment to a third-party bank account <u>is strictly not allowed</u>. All payments shall be transferred either to the Applicant's e-Wallet App (when available) or bank account, as requested.

2.3.2 The processing of the Applicant's withdrawal request is subject to the Applicant providing all required and accurate information to Principal Malaysia through the e-Wallet App.

2.3.3 Where the Applicant submits a withdrawal request, the Applicant may choose for the withdrawal monies to be transferred to either the Applicant's e-Wallet App (when available) or bank account.

2.3.4 The successful processing of the withdrawal request is subject to the Applicant having enough monies or units in each Fund.

Any failure to complete the withdrawal request by the Applicant, non-receipt of withdrawal request by Principal Malaysia or receipt of inaccurate information by Principal Malaysia, will cause the withdrawal request to be cancelled automatically.

2.3.5 In the event any request for partial withdrawal results in the Applicant holding less than the minimum balance of units or amount as set out in the Prospectuses of the respective Funds, Principal Malaysia reserves the right to withdraw and return to the Applicant the remaining balance in the Applicant's account and if there has been no transactions on the Applicant's account for a continuous period of twelve (12) months, the Applicant's account may be deemed dormant and Principal Malaysia reserves the right to terminate the dormant account.

2.3.6 Further to clause 1.8.1 above, Principal Malaysia reserves the right to withdraw any amount from the Applicant's account and return such amount to its rightful owner, pursuant to the outcome of investigations conducted or as directed by the relevant regulatory authority. Principal Malaysia shall notify the Applicant of such withdrawal as soon as practicable.

## 2.4 Regular Savings Plan

2.4.1 The Applicant may make payment for investments by direct debit through GOinvest ("Auto Cash In"). The list of participating financial institutions is made available in GOinvest for selection by the Applicant.

2.4.2 Where the Applicant performs Auto Cash In via GOinvest, the recurring payment for investments shall be made as follows:

Payment Channel	Deduction Date*	Frequency
Principal Malaysia	On the Applicant's selected Auto Cash In	Monthly
	date or the next Business Day if the selected	



Auto Cash In date falls on a non-Business Dav	
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\* This depends on the response times of the Applicant's selected Financial Institution

2.4.3 When applying for Auto Cash In, a charge of RM 1.00 will be levied ("Auto Cash In Pre-Authorisation Fee") for the purpose of verifying and validating the Applicant's selected bank account. The Auto Cash In Pre-Authorisation Fee will be refunded to the Applicant's selected bank account within thirty (30) calendar days from the date Principal Malaysia receives the application for Auto Cash In.

2.4.4 Principal Malaysia may cancel the Auto Cash In if there are three (3) consecutive months of unsuccessful direct debit deduction from the Applicant's bank account.

# 3. Declaration

# 3.1 Declaration by Applicant on laws and regulations relating to Anti-Money Laundering and Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001

3.1.1 The Applicant shall at all times adhere to and comply with the Anti-Money Laundering, Anti-Terrorism Financing And Proceeds Of Unlawful Activities Act 2001 (AMLATFPUAA) including any amendments from time to time, and any other laws and regulations relating to anti-money laundering and anti-terrorism financing activities with respect to all transactions or matters whatsoever and howsoever arising whether directly or indirectly with Principal Malaysia, and in particular:-

(a) Principal Malaysia shall be entitled to keep records of the Applicant and the Transactions and to further disclose any information pertaining to the Applicant or the Transactions, as may be required by law or any governmental or regulatory authority for purposes of compliance with anti-money laundering and anti-terrorism financing laws and regulations; and

(b) the Applicant undertakes to provide Principal Malaysia with all relevant information and documents, as and when requested, for purposes of identification of the Applicant and verification of the source of funds under the "Know Your Client" principle.

3.1.2 The Applicant further confirms that all monies paid to Principal Malaysia come from lawful sources and not from unlawful activities.

# 3.2 Declaration by Applicant on Foreign Account Tax Compliance Act ("FATCA")

3.2.1 The Applicant hereby confirms that the Applicant is not a US resident/US citizen/US permanent resident/US tax resident and hereby declares that the confirmation provided by the Applicant in this Application as of date is true, accurate and complete.

3.2.2 Where required and subject to any applicable local laws, the Applicant also consents for Principal Malaysia, its parent or ultimate holding company or any of its affiliates (including



branches) to share the Applicant's information with domestic or overseas regulators or tax authorities where necessary to establish the Applicant's tax liability in the relevant jurisdiction.

3.2.3 Where required by domestic or overseas regulators or tax authorities, the Applicant also understands and agrees that Principal Malaysia may be required to obtain additional documents and/or forms, which the Applicant will sign, if the Applicant is subject to the relevant jurisdiction's requirements.

3.2.4 The Applicant also agrees and undertakes to notify Principal Malaysia within thirty (30) days, or provide additional information if requested by Principal Malaysia, if there is any change in the information which the Applicant has provided to Principal Malaysia.

3.2.5 Where in the event of any indication that the Applicant may be deemed as possibly US person(s)/US tax resident, the Applicant is required to complete the relevant form and return the completed form with the supporting identification document(s) to Principal Malaysia within thirty (30) days of Principal Malaysia's request. Failure to do so shall render Principal Malaysia the right to terminate the business relationship with the Applicant and any part of the Transactions.

## 3.3 Declaration by Applicant on Unit Trust Financing Risk Disclosure Statement

3.3.1 The Applicant should assess if financing is suitable for the Applicant in light of the Applicant's objectives, attitudes to risk and financial circumstances. The Applicant should be aware of the risks, which would include the following:

(a) the higher the margin of financing (that is, the amount of money the Applicant borrows for every Ringgit of the Applicant's own money that the Applicant puts in as deposit or down payment), the greater the potential for losses as well as gains.

(b) the Applicant should assess whether the Applicant has the ability to service the payments on the proposed financing. If the Applicant's financing is based on variable rate, and if rate of returns/interest rates rise, the Applicant's total payment amount will be increased.

(c) returns on unit trusts are not guaranteed and may not be earned evenly over time. This means that there may be some years where returns are high and other years where losses are experienced. Whether the Applicant eventually realise a gain or loss may be affected by the timing of the sale of the Applicant's units. The value of units may fall just when the Applicant wants the money back even though the investment may have done well in the past.

3.3.2 This brief statement cannot disclose all the risks and other aspects of financing. The Applicant should therefore carefully study the terms and conditions before the Applicant decides to take financing. If the Applicant is in doubt about any aspect of this risk disclosure statement or the terms of the financing, the Applicant should consult the institution offering the facility.