

TERMS AND CONDITIONS

TREDEMPTION

In accordance with the requirements of the Capital Markets and Services Act 2007, such forms and/ or an online platform/system prescribed by Principal (“collectively referred to as Application”) should not be circulated or accepted unless accompanied by or read together with the prospectus and supplementary prospectus(es) (if any) for the Fund(s).

These Terms and Conditions are to be read in conjunction with the terms and conditions relating to account opening, transaction, redemption and other relevant terms and conditions, where applicable. Where there are any dispute, issues and/ or conflicts between these terms and conditions and the terms and conditions contained in the Offering Document, the terms and conditions contained in the Offering Document shall prevail to the extent of such dispute, issue and/ or conflict.

Except where the context otherwise requires, or unless this Application otherwise provides, all words and expressions defined in the terms and conditions relating to account opening, when used or referred to in this Application shall have the same meaning as that provided in the terms and conditions relating to account opening.

1. Instructions

- 1.1. Principal Asset Management Berhad (“Principal”) may rely and act on any instructions or communication which purports to have been given (and which is reasonably accepted as having been given) by or on behalf of any person notified by the Applicant from time to time, as being authorised to instruct Principal in respect of the units by telephone, facsimile or in writing whether or not the authority of any such person shall have been terminated.
- 1.2. Principal shall deal with the units according to the Applicant’s instructions unless Principal notifies the Applicant that Principal believes that compliance with such instructions may not be practicable, advisable or may involve either party in a contravention of any applicable law, rule, guideline or regulation and/or would or may expose Principal to any liability (whether valid or otherwise).
- 1.3. Principal will not be responsible for any loss arising from complying with the Applicant’s instructions and the Applicant shall indemnify Principal in full in respect of any matter arising from such instructions.

2. Rejection and Acceptance

- 2.1. Principal reserves the right to accept or reject any redemption(s) in whole or in part thereof without assigning any reason in respect thereof and duly completed Application received by Principal are deemed irrevocable by the Applicant.

3. Fees, Charges and Expenses

- 3.1. The Applicant shall be responsible for the payment of any charges, fees, costs, expenses and other liabilities properly payable to or incurred by Principal and in holding or executing redemptions in respect of any of the units.

3.2. Principal shall not be liable to pay any interest to the Applicant for any monies held by Principal for the Applicant for any reason whatsoever.

4. Delegation

4.1. Principal may delegate any of its functions contained herein to any person/body and may provide information about the Applicant and the units to such person/body.

5. Liability

5.1. Principal endeavours to carry out properly delivered instructions of the Applicant as soon as practicable but neither Principal nor any of its directors, officers, employees, agents (including the Unit Trust Scheme Consultants (“Consultant”)) and any of its affiliates shall be liable for any direct, indirect, special or consequential damages which may be suffered by the Applicant, such as, but not limited to, loss of anticipated profits or other anticipated economic benefits, whatsoever or however 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 or the units held by Principal as nominee for the Applicant and/or the redemption of the units.

6. Indemnity

6.1. The Applicant hereby agrees to fully indemnify Principal, its employees and Consultant (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 and/ or liabilities by whatever name so called and howsoever suffered and/ or incurred by the Indemnified Parties arising out of and/ or in connection with this Application.

7. Others

- 7.1. For security reason, redemption payment to third party or request for open cheque is strictly not allowed. All payments shall be made to the first Applicant.
- 7.2. Where an Application has been made via such form and/or an online platform/system prescribed by Principal for the redemption payment to be paid to the Applicant, Principal will use the Applicant’s bank account details in Principal’s record to remit the redemption payment to the Applicant’s bank account.
- 7.3. reserves the right to set-off and/or deduct any amount from the redemption amount that may be due and/or owing by the Applicant to Principal.
- 7.4. For partial redemption, a minimum balance of units is required to maintain the account. In the event any request for partial redemption results in the Applicant holding less than the minimum balance of units required, Principal shall have the full right to fully redeem all the units held by the Applicant.
- 7.5. A statement of transaction will be issued and sent to the Applicant for the redemption transaction made. Please check the statement immediately. If no discrepancy is reported within 14 days from the date of the statement, the redemption will be considered correct.
- 7.6. the event of any inconsistency between the English and Malay language version of the Application, the English language version of the Application shall prevail.

8. Declaration by Consultant

- 8.1. I/We agree to abide by all relevant policies of Principal, applicable laws, all applicable guidelines and regulations including amendments as may be in force from time to time.
- 8.2. We hereby confirm that I/we: (a) witnessed the signature of the Applicant(s); (b) witnessed the uploading/downloading of the Applicant(s) identification documents including but not limited to National Registration Identification Card or Passport on to the Application and/ or (c) I/we confirm that the particulars provided by the Applicant(s) in the Application are true and correct.

Important Note:

You are required to satisfactorily verify the identities and addresses of all parties and have adequate records to demonstrate that fact under the Anti Money Laundering and Counter Financing of Terrorism, Guidelines and/or Regulations. You should ensure that the names and addresses of the applicant(s) are accurate and complete and in accordance with the relevant records.

9. Wholesale Fund (if applicable)

- 9.1. Applicant hereby declare that the Applicant is a Sophisticated Investor(s) (Please refer to the definition of Sophisticated Investor in our website at <https://www.principal.com.my> or the relevant information memorandum) in accordance with Part 1, Schedule 6 and 7 of the Capital Market and Services Act 2007 including any amendment thereof and the Applicant further represent and warrant to Principal that the Applicant is qualified to invest in the relevant wholesale funds.

Thank you for reading these terms and conditions. If you require any assistance, please do not hesitate to contact our Customer Care Centre at 03-7718 3000.