

# Prospectus: Fund Information Principal Vietnam Equity Fund (PRINCIPAL VNEQ)

- This fund has highly concentrated investment in Vietnam. Investors should consider diversifying their overall investment portfolio.
- Investing in investment units is not a savings account and carries investment risks. Investors may receive a return that is greater or less than their initial investment. As a result, investors should invest in the Principal Vietnam Equity Fund only if they believe it is suitable for their investment objectives and they are willing to accept the risks associated with the investment.
- In exceptional circumstances, unitholders may be unable to redeem investment units or may receive redemption settlement after the period specified in the prospectus.
- The fund may invest in derivatives to improve the efficiency of its portfolio management. The fund is thus riskier than a mutual fund that invests directly in the underlying securities because it uses less investment capital and thus has a higher profit/loss than investing directly in the underlying securities.
- Principal Vietnam Equity Fund may invest in or hold derivatives for return purposes, making it riskier than other
  mutual funds. As a result, it is a suitable investment for investors seeking high returns and willing to accept greater
  risks than general investors.
- Changes in foreign exchange rates, whereby funds may invest in derivatives to hedge against foreign exchange
  risks that may arise from investing in foreign countries as appropriate and at the discretion of the fund manager
  and may incur losses from the exchange rate or receive a return less than the initial investment. However, the
  fund will not initially be hedged against foreign exchange risk, which may result in investors affected by foreign
  exchange losses or receiving lower returns than their initial investment.
- The fund employs an active management strategy to outperform the benchmark. As a result, the fund is exposed to the risk that its investment strategy, analysis of investment securities, and other factors influencing the fund manager's investment decisions may fail to meet such objectives, including security selection risk. There is a chance that the price of the invested securities will fall due to security analysis, industry business, economic, and capital market trends, or the potential compared to other stocks is not in line with the assessment.
- The fund is classified into 8 classes of unit: Accumulation Class, Institutional Class, Collective Class, Auto-Redemption Class, Exclusive Class, Electronics Class, Super Savings Fund Class, and USD Class. Investors should thoroughly research all eight investment units before investing for maximum benefit. In the future, the management company reserves the right to expand the types of investment units.
- Classification of investment units does not separate the mutual fund's responsibilities to third parties according to the investment unit class. All assets of the fund remain equally liable to third parties.
- The value of each type of investment unit may be the same or different, and therefore the management company will calculate the asset value of each type of fund separately.
- The management company reserves the right to refuse to accept or execute the purchaser's investment unit order, or to switch orders of any person or group of people, if doing so puts the management company and/or funds under management at legal risk, tax risk, or other risks related to the Foreign Account Tax Compliance Act ("FATCA") and/or other domestic and international laws of a similar nature.
- Investors should thoroughly research the prospectus's information and keep it for future reference. When in doubt, please contact the investor contact person for clarification before subscribing to an investment unit.
- Investors should thoroughly research the risk information in the prospectus before making an investment decision.

For the 8th accounting period ending September 30, 2025.



# Prospectus for offering investment units for sale Principal Vietnam Equity Fund

Established and managed by

Principal Asset Management Company Limited

Offering to general investors

## **Contact Location for Trading Investment Units**

Principal Asset Management Company Limited
CIMB Thai Bank Public Company Limited
or the authorized selling agents of Principal Asset Management Co., Ltd.

## **Fund Supervisor**

Kasikorn Bank Public Company Limited

This prospectus has been compiled using the information as of September 30, 2024.

### Contents

Sectio	on 1: Fund Management Details	Page
1.	General information	1
2.	Fund type	1
3.	Capital Funding Information	2
4.	Fund management	3
5.	Classification of investment units	3
6.	Dividend policy	5
7.	Redemption of investment units	5
8.	Fees and expenses	8
9.	Mutual fund liquidity risk management tools	17
10.	Schedule for the calculation and announcement of net asset value, investment unit value, and investment unit price.	22
Secti	on 2: Commitment	
1.	Management Company	25
2.	Mutual Fund Supervisor	27
3.	Mutual Fund Registrar	30
4.	Distributor	30
5.	Market Maker	30
6.	Participating Dealer	30
7.	Investment Advisor	30
8.	Mutual Fund Advisor	30
9.	Guarantor	30
10.	Outsource Fund Manager	30
11.	Unitholder Representatives	30
12.	Prime Broker	30
13.	Rights, duties and responsibilities of unitholders	30
14.	Issuance and Delivery of Investment Unit Confirmation documents	31
15.	Schedules, Methods, and Limitations of Dividend Distribution	32
16.	Method of payment by cash or other assets	32
17.	Preparation of Register of Investment Units, Transfer of Investment Units, and Limitations of Transfer of Investment Units	33
18.	Dispute Settlement by Arbitration	35
19.	Termination of Mutual Fund	35
20.	Liquidation upon termination of the fund	38

#### Principal Vietnam Equity Fund

#### **Fund Management Details**

#### 1. General Information

Fund Name (Thai): กองทุนเปิดพรินซิเพิล เวียดนาม อิควิตี้

Fund Name (English): Principal Vietnam Equity Fund

Fund Name Abbreviation: PRINCIPAL VNEQ

Fund Typ: Open-end Fund

Sale Type: Multiple

Fund Age Target: Undefined

Additional Details, Conditions (Fund Age): Nature of Fund: Fund for general investor
Nature of Offer: Offer for sale in Thailand

Fund Objectives:

The fund's policy is to invest in equities listed on the stock exchange or with a core business in Vietnam that it believes has future growth potential, as well as any other equities engaged in related and/or beneficial operations from economic growth or with the majority of its assets derived from such countries' economic growth; and/or equity securities of Vietnamese entrepreneurs listed on stock exchanges in other countries; and/or equity securities of Vietnamese entrepreneurs listed on foreign stock exchanges, and/or other mutual funds with a policy of investing in equity instruments, and/or foreign equity ETFs that focus on investing in equities in Vietnam, averaging not less than 80% of the fund's net asset value in a fiscal year.

#### 2. Fund Type

Fund type by investment policy: Equity

Fund type by special features:

- Super Savings Fund

Other special investment types: Undefined

Types of investment based on foreign risks: Mutual funds focusing on investments with foreign risks

#### Additional details about investment policy and special features:

The fund's policy is to invest in equities listed on the stock exchange or with a core business in Vietnam that it believes has future growth potential, as well as any other equities engaged in related and/or beneficial operations from economic growth or with the majority of its assets derived from such countries' economic growth; and/or equity securities of Vietnamese entrepreneurs listed on stock exchanges in other countries; and/or equity securities of Vietnamese entrepreneurs listed on foreign stock exchanges, and/or other mutual funds with a policy of investing in equity instruments, and/or foreign equity ETFs that focus on investing in equities in Vietnam, averaging not less than 80% of the fund's net asset value in a fiscal year.

According to the announcement of the SEC Office, the remaining fund may consider investing in Property units, REITs and/or Infra units and/or equity instruments, financial instruments, semi-debt instruments, deposits, and private equity units, as well as any other securities or assets both domestically and/or internationally as specified by the SEC or the SEC Office or the Capital Market Supervisory Board, or approve the fund to invest or earn interest by other methods as specified in the fund details or as specified by the SEC or the SEC Office.

However, the fund may invest in stocks or non-listed securities up to 15% of the fund's net asset value.

This fund will not invest in structured notes and will not invest directly in debt instruments with Non-Investment Grade and Unrated Securities unless the instrument was rated Investment Grade at the time of investment but was later downgraded to lower than the Investment Grade. The fund can continue to hold such instruments, including the time to reduce the ratio following the SEC Office's requirements or approval.

The fund may invest in derivatives for efficient portfolio management, which is determined by current financial market conditions and other relevant factors such as stock price direction, interest rate direction, and exchange rate conditions, including hedging expenses, etc.

In the case of overseas investments, funds may invest in derivatives to hedge against foreign exchange risk at the discretion of the fund manager, who determines the financial market conditions at the time, as well as other related factors such as currency direction and hedging cost. However, if the fund manager determines that hedging against foreign exchange risk will not benefit unitholders or will cause unitholders to lose potential benefits, the fund manager may decide not to hedge against foreign exchange risk.

If the mutual fund's investment does not comply with the investment policy based on the fund classification, the management company must amend the mutual fund's investment proportion to comply with the investment policy within 90 days of the date the allocation of the mutual fund investment is inconsistent with the investment policy, unless the management company obtains a resolution from the unitholders to change the type of mutual fund within such period. However, when calculating mutual fund investment proportions based on fund classification, the management company may exclude the following periods taking into account the benefits of investors.

- 1. A 30-day period begins on the date of mutual fund registration.
- 2. During the 30 days preceding the mutual fund's expiration or termination.
- 3. The time required to dispose of the fund's assets due to a redemption order, switching of investment units, membership termination, or a large amount of fund transfer or waiting for investment, which cannot exceed 10 trading days.

However, if domestic and/or foreign investment situations are inappropriate, such as market and economic fluctuations, disasters, unusual events, changes in investment regulations, which may affect stock market investment, the occurrence of various unusual events, the most severe drop in market prices in the fiscal year, or any other event that will cause damage to the fund as a whole, etc., and/or in the event of force majeure or necessity, and/or within approximately ten trading days if a large number of unitholders purchase or redeem investment units. As a result, there may be times when the fund is unable to invest according to the specified investment ratio, and the management company will report this inability to the SEC without being considered in violation of the fund conditions. If the SEC, the SEC Office, or the Capital Market Supervisory Board later amends the announcement related to the investment rules, which affects the investment policy of this fund, the management company will adjust the investment policy to comply with the SEC or SEC Office announcements and will be deemed to have been approved by the unitholders.

#### 3. Capital Funding Information

Initial Capital Funding: 1,500,000,000.00 baht

Policy to Increase Capital: Yes

During the initial public offering of investment units, the management company offers investment units more

than the capital funding: 15.0 percent of the capital funding

Par Value per Unit: 10.0000 baht

Initial Investment Units: 150,000,000.0000 units

Price of Initial Investment Units: 10.0000 baht

#### Additional details:

The management company reserves the right to consider increasing the capital funding from the SEC Office if the management company believes that such action will benefit unitholders and the fund and is not to be regarded as an amendment to the fund details. Any increase in capital funding will be in accordance with the SEC Office's rules and procedures.

#### 4. Fund Management

**Investment in Derivatives:** Yes

Objectives of investing in derivatives:

- Non-Hedging

Policy to invest in derivatives: Uncomplex

Calculation approach for Global Exposure Limit: Commitment approach

Maximum Global Exposure in Derivatives not exceeding the percentage of: 100.0

- Hedging

Investment in Structured Notes: No

Management Style: Aim for the performance to outperform the benchmark (Active Management).

Fund return payment: Uncomplex returns

#### 5. Classification of investment units

#### Factors for classification of investment units:

- Fees or expenses charged to unitholders
- Period for subscription or redemption of investment units
- Currency
- Super Saving Funds (SSF) benefits

#### List of Class of Unit:

1. Fund Name Abbreviation: PRINCIPAL VNEQ-A

Super Saving Funds (SSF): No

Details of Each Class of Unit: Accumulation Class

Description:

Suitable for individual investors who want to receive capital gain and total return.

2. Fund Name Abbreviation: PRINCIPAL VNEO-I

Super Saving Funds (SSF): No

Details of Each Class of Unit: Institutional Class

Description:

Suitable for juristic/institutional investors who want to receive capital gain and total return with a minimum investment higher than other types of investment units.

3. Fund Name Abbreviation: PRINCIPAL VNEQ-C

Super Saving Funds (SSF): No

Details of Each Class of Unit: Collective Class

Description:

Suitable for investors who are individuals, juristic persons/institutions specified by the management company, such as provident fund investors, private funds under the management of the management company, unit-linked investors, mutual funds of other management companies, investments from juristic

persons/institutions that provide investment portfolio management services in the form of Asset Allocation Model, including investors from other groups of investors that the management company may announce in the future only.

4. Fund Name Abbreviation: PRINCIPAL VNEQ-R

Super Saving Funds (SSF): No

Details of Each Class of Unit: Auto-Redemption Class

Description:

Suitable for individual investors, allowing investors to receive regular income from automatic redemption and do not have to pay income tax from such automatic redemption (not yet available).

5. Fund Name Abbreviation: PRINCIPAL VNEQ-X

Super Saving Funds (SSF): No

Details of Each Class of Unit: Exclusive Class

Description:

Suitable for investors in other types of mutual funds under the management of the management company, including other groups of investors that the management company will announce in the future by allowing investors to receive income from capital gain and total return.

6. Fund Name Abbreviation: PRINCIPAL VNEQ-E

Super Saving Funds (SSF): No

Details of Each Class of Unit: Electronics Class

Description:

Suitable for investors who conduct transactions through electronic channels of the management company who want to receive capital gain and total return, initially required for investors who make transactions via Mobile Application (Mobile App) and the Internet (Easyinvestmentt) of the management company only, including other groups of investors that the management company may announce in the future (not yet available).

7. Fund Name Abbreviation: PRINCIPAL VNEQ-SSF

Super Saving Funds (SSF): Yes

Details of Each Class of Unit: Super Savings Fund Class

Description:

Suitable for investors who want long-term savings and receive tax benefits. The investment in this type of investment unit can be used for personal income tax deduction. However, investors must comply with the criteria, procedures, and conditions announced by the Revenue Department and/or the government agencies, including investors who expect to receive returns from capital gain and total return (not yet available).

8. Fund Name Abbreviation: PRINCIPAL VNEQ-USD

Super Saving Funds (SSF): No

Details of Each Class of Unit: USD Class

Description:

Suitable for individual investors, juristic persons/institutions who want to invest in US dollars (USD) and receive income from capital gain and total return. Initially, it is only for foreign mutual fund investors, including other groups of investors that the management company may announce in the future.

Additional details: -

#### 6. Dividend Policy

PRINCIPAL VNEQ-A: No PRINCIPAL VNEQ-I: No PRINCIPAL VNEQ-C: No PRINCIPAL VNEQ-R: No PRINCIPAL VNEQ-X: No PRINCIPAL VNEQ-E: No PRINCIPAL VNEQ-SSF: No PRINCIPAL VNEQ-USD:

Dividend Payment Criteria: -

Schedule, methods, and limitations of dividend payment to unitholders: -

No

#### 7. Redemption of Investment Units

1. Fund Name Abbreviation: PRINCIPAL VNEQ-A

Minimum Redemption Value: Undefined Minimum Redemption Unit: Undefined

2. Fund Name Abbreviation: PRINCIPAL VNEQ-I

Minimum Redemption Value: Undefined Minimum Redemption Unit: Undefined

3. Fund Name Abbreviation: PRINCIPAL VNEQ-C

Minimum Redemption Value: Undefined Minimum Redemption Unit: Undefined

4. Fund Name Abbreviation: PRINCIPAL VNEQ-R

Minimum Redemption Value: Undefined Minimum Redemption Unit: Undefined

5. Fund Name Abbreviation: PRINCIPAL VNEQ-X

Minimum Redemption Value: Undefined Minimum Redemption Unit: Undefined

6. Fund Name Abbreviation: PRINCIPAL VNEQ-E

Minimum Redemption Value: Undefined Minimum Redemption Unit: Undefined

7. Fund Name Abbreviation: PRINCIPAL VNEQ-SSF

Minimum Value of Redemption: Undefined Minimum Redemption Unit: Undefined

8. Fund Name Abbreviation: PRINCIPAL VNEQ-USD

Minimum Redemption Value: Undefined Minimum Redemption Unit: Undefined

#### Redemption Methods:

- Unitholders' Discretion Form
- Automatic

Redemption Period: Every trading day

Redemption of Investment Units: Unitholders do not need to notify in advance.

#### Additional details:

Unitholders can submit the redemption order of the investment units every trading day from the start of bank business hours until 12:00 p.m. In this regard, the management company shall schedule the trading day of investment units to coincide with the trading day of Thai commercial banks and the trading day of the country involved in the investment (if any), as well as the trading day on which the management company is not affected by the payment of securities invested (if any) or other transactions related to the fund's foreign investment (if any).

For USD Class unitholders (PRINCIPAL VNEQ-USD), the management company will settle for the redemption of investment units in US dollars (USD).

#### Conditions, limitations, or rights to suspend the transfer or redemption of investment units:

#### Settlement of investment unit redemption in the form of securities or other assets rather than cash:

If the management company is unable to settle for the redemption of investment units in cash and must settle for the redemption of investment units as securities or other assets on its behalf, the next procedure will be determined by the management company. A special resolution must be obtained in this regard to settle for the redemption of investment units as securities or other assets rather than cash under one of the following conditions:

- (1) The purpose of such redemption settlement is for unitholders to use such securities or other assets to purchase investment units in other mutual funds managed by the management company.
- (2) Management companies are unable to settle for the investment unit redemption in cash.
- (3) Unitholders agree to receive the settlement of investment unit redemption in the form of other securities or assets instead of income.

#### Postpone the settlement of redemption of investment units:

- 1. The management company may postpone the settlement of redemption of investment units to unitholders who have already ordered redemption of investment units of open-end funds only if specified in the fund, which must not exceed the following cases:
  - (1) The management company has determined with good faith and reasonable belief that it is a case that falls into one of the following causes, with the approval of the fund supervisor.
    - (a) There is a necessity that makes the sale, distribution, or transfer of securities or assets of the mutual fund reasonable;
    - (b) There is an event that causes the mutual fund not to receive payment from the securities or assets invested on a regular schedule, which is beyond the control of the management company;
  - (2) There has been an order for the redemption of investment units, but during the period that the management company has not settled the redemption to the unitholders and the management company finds that the redemption price is incorrect and the fund supervisor has not certified the information in the historical price correction report and the price compensation report where the incorrect redemption price is different from the correct redemption price of one satang or more and is equivalent to 0.5% of the correct redemption price.
  - (3) There is a redemption order placed before or during the period in which the management company finds that the redemption price is incorrect and the fund supervisor has not certified the information in the historical price correction report and the price compensation report where the incorrect redemption price is different from the correct redemption price of one satang or more and is equivalent to 0.5% of the correct redemption price.

- 2. In postponing the settlement of the redemption to unitholders under Article 1, the management company shall comply with the following rules:
  - (1) Postpone the redemption settlement schedule for no more than 10 trading days from the date on which the unitholders submit the redemption order unless a waiver has been granted by the SEC Office.
  - (2) Notify the unitholders who have to submit a redemption order of the postponement of the redemption settlement schedule, as well as promptly disclose to other unitholders and general investors about the such matter by any means.
  - (3) Notify the SEC Office of the postponement of the redemption settlement schedule and prepare an immediate report showing the reason for the postponement and evidence of obtaining approval from the fund supervisor under Article 1 (1) or certification of information from the fund supervisor under Article 1 (2). In this regard, the management company may delegate such authority to the fund supervisor.
  - (4) During the postponement of redemption settlement, if a unitholder orders redemption of investment units during that period, the mutual fund management company shall redeem such investment units and must pay redemption to the unitholders in order of the date the redemption order is sent.

#### Conditions and limitations on allocation and transfer of investment units:

If unitholders hold investment units more than one-third of the total outstanding investment units of the mutual fund, the management company will not count the votes of more than one-third, except if there is a classification of investment units and there is only one unitholder in such class of investment units, the votes of the unitholders shall be counted in full according to the number of shares held.

According to SEC rules, Super Savings Fund unitholders or Super Savings Fund Class investment units or Super Savings Fund Class investment units (Special) cannot be sold, transferred, pledged, or used as collateral, and in accordance with the rules of the SEC Office.

# Conditions and limitations of not accepting subscription, redemption, or switching of investment units as ordered:

- The management company reserves the right to make additional changes to the period and/or the day and time of selling investment units for suitability or the benefit of the fund as a whole or to suspend, change, or postpone the date and time of redeeming investment units to accommodate foreign investment. The management company will publish such information at least seven days in advance of the change date at every office of the management company and the contact point of selling agents brokered for trading investment units and/or the management company's website. Except in the case of uncontrollable factors, or when it is necessary and appropriate, the management company will notify such changes immediately.
- The management company reserves the right to temporarily stop accepting investment unit orders at any time as the management company deems appropriate. The management company will notify the unitholders in advance, whereby the management company will publish such information at least seven days in advance of the change date at each office of the management company and at the contact point of selling agents brokered for redeeming investment units and/or the management company's website. Except in the case of uncontrollable factors, or when it is necessary and appropriate, the management company will notify such changes immediately.
- The management company may change or improve, adding methods for switching investment units to
  increase convenience for unitholders. The management company will publish an announcement of such
  service details at least seven days in advance of the change date at every office of the management
  company and at the contact point of selling agents brokered for switching investment units and/or the
  management company's website.

• The management company reserves the right to make additional changes to the period and/or the day and time of switching investment units for suitability or the benefit of the fund as a whole, or to suspend, change, or postpone the date and time of redeeming investment units to accommodate foreign investment. The management company will publish such information at least seven days in advance of the change date at each office of the management company and at the contact point of selling agents brokered for redeeming investment units and/or the management company's website. Except in the case of uncontrollable factors, or when it is necessary and appropriate, the management company will notify such changes immediately.

#### 8. Fees and Expenses

#### 8.1 Total Fees

All expenses charged to mutual funds:

1. Fund Name Abbreviation: PRINCIPAL VNEQ-A

The estimated total expense charged to all mutual funds at a rate not exceeding the percentage of: 5.35 p.a. of the NAV of the mutual fund

2. Fund Name Abbreviation: PRINCIPAL VNEQ-I

Estimated total expense charged to all mutual funds at a rate not exceeding the percentage of: 5.35 p.a. of the NAV of the mutual fund

3. Fund Name Abbreviation: PRINCIPAL VNEQ-C

Estimated total expense charged to all mutual funds at a rate not exceeding the percentage of: 5.35 p.a. of the NAV of the mutual fund

4. Fund Name Abbreviation: PRINCIPAL VNEQ-R

Estimated total expense charged to all mutual funds at a rate not exceeding the percentage of: 5.35 p.a. of the NAV of the mutual fund

5. Fund Name Abbreviation: PRINCIPAL VNEQ-X

**Estimated total expense charged to all mutual funds at a rate not exceeding the percentage of:** 5.35 p.a. of the NAV of the mutual fund

6. Fund Name Abbreviation: PRINCIPAL VNEQ-E

**Estimated total expense charged to all mutual funds at a rate not exceeding the percentage of:** 5.35 p.a. of the NAV of the mutual fund

7. Fund Name Abbreviation: PRINCIPAL VNEQ-SSF

**Estimated total expense charged to all mutual funds at a rate not exceeding the percentage of:** 5.35 p.a. of the NAV of the mutual fund

8. Fund Name Abbreviation: PRINCIPAL VNEQ-USD

Estimated total expense charged to all mutual funds at a rate not exceeding the percentage of: 5.35 p.a. of the NAV of the mutual fund

#### Additional details:

The fees and expenses charged to mutual funds include any applicable value-added tax, specific business tax, or other comparable taxes.

#### 8.2 Fees and expenses charged to mutual funds

#### Annual management fee

1. Fund Name Abbreviation: PRINCIPAL VNEQ-A

**Estimated annual management fee at a rate not exceeding the percentage of:** 1.61 p.a. of the NAV of the mutual fund

2. Fund Name Abbreviation: PRINCIPAL VNEQ-I

**Estimated annual management fee at a rate not exceeding the percentage of:** 1.61 p.a. of the NAV of the mutual fund

3. Fund Name Abbreviation: PRINCIPAL VNEQ-C

**Estimated annual management fee at a rate not exceeding the percentage of:** 1.61 p.a. of the NAV of the mutual fund

4. Fund Name Abbreviation: PRINCIPAL VNEQ-R

**Estimated annual management fee at a rate not exceeding the percentage of:** 1.61 p.a. of the NAV of the mutual fund

5. Fund Name Abbreviation: PRINCIPAL VNEQ-X

**Estimated annual management fee at a rate not exceeding the percentage of:** 1.61 p.a. of the NAV of the mutual fund

6. Fund Name Abbreviation: PRINCIPAL VNEQ-E

**Estimated annual management fee at a rate not exceeding the percentage of:** 1.61 p.a. of the NAV of the mutual fund

7. Fund Name Abbreviation: PRINCIPAL VNEQ-SSF

**Estimated annual management fee at a rate not exceeding the percentage of:** 1.61 p.a. of the NAV of the mutual fund

8. Fund Name Abbreviation: PRINCIPAL VNEQ-USD

**Estimated annual management fee at a rate not exceeding the percentage of:** 1.61 p.a. of the NAV of the mutual fund

#### **Annual Fund Supervisor Fee**

1. Fund Name Abbreviation: PRINCIPAL VNEQ-A

**Estimated annual fund supervisor fee at a rate not exceeding the percentage of:** 0.33 p.a. of the NAV of the mutual fund

2. Fund Name Abbreviation: PRINCIPAL VNEQ-I

**Estimated annual fund supervisor fee at a rate not exceeding the percentage of:** 0.33 p.a. of the NAV of the mutual fund

3. Fund Name Abbreviation: PRINCIPAL VNEQ-C

**Estimated annual fund supervisor fee at a rate not exceeding the percentage of:** 0.33 p.a. of the NAV of the mutual fund

4. Fund Name Abbreviation: PRINCIPAL VNEQ-R

**Estimated annual fund supervisor fee at a rate not exceeding the percentage of:** 0.33 p.a. of the NAV of the mutual fund

5. Fund Name Abbreviation: PRINCIPAL VNEQ-X

**Estimated annual fund supervisor fee at a rate not exceeding the percentage of:** 0.33 p.a. of the NAV of the mutual fund

6. Fund Name Abbreviation: PRINCIPAL VNEQ-E

**Estimated annual fund supervisor fee at a rate not exceeding the percentage of:** 0.33 p.a. of the NAV of the mutual fund

7. Fund Name Abbreviation: PRINCIPAL VNEQ-SSF

**Estimated annual fund supervisor fee at a rate not exceeding the percentage of:** 0.33 p.a. of the NAV of the mutual fund

8. Fund Name Abbreviation: PRINCIPAL VNEQ-USD

**Estimated annual fund supervisor fee at a rate not exceeding the percentage of:** 0.33 p.a. of the NAV of the mutual fund

#### Annual registrar fee

1. Fund Name Abbreviation: PRINCIPAL VNEQ-A

Estimated annual registrar fee at a rate not exceeding the percentage of: 0.65 p.a. of the NAV of the mutual fund

2. Fund Name Abbreviation: PRINCIPAL VNEQ-I

Estimated annual registrar fee at a rate not exceeding the percentage of: 0.65 p.a. of the NAV of the mutual fund

3. Fund Name Abbreviation: PRINCIPAL VNEQ-C

Estimated annual registrar fee at a rate not exceeding the percentage of: 0.65 p.a. of the NAV of the mutual fund

4. Fund Name Abbreviation: PRINCIPAL VNEQ-R

Estimated annual registrar fee at a rate not exceeding the percentage of: 0.65 p.a. of the NAV of the mutual fund

5. Fund Name Abbreviation: PRINCIPAL VNEQ-X

Estimated annual registrar fee at a rate not exceeding the percentage of: 0.65 p.a. of the NAV of the mutual fund

6. Fund Name Abbreviation: PRINCIPAL VNEQ-E

Estimated annual registrar fee at a rate not exceeding the percentage of: 0.65 p.a. of the NAV of the mutual fund

7. Fund Name Abbreviation: PRINCIPAL VNEQ-SSF

Estimated annual registrar fee at a rate not exceeding the percentage of: 0.65 p.a. of the NAV of the mutual fund

8. Fund Name Abbreviation: PRINCIPAL VNEQ-USD

Estimated annual registrar fee at a rate not exceeding the percentage of: 0.65 p.a. of the NAV of the mutual fund

Investment Advisory Fee: No

Distribution Fee: No

Other Fees: Yes

Estimated value at a rate not exceeding 2.76% p.a. of the net asset value of the mutual fund.

#### Additional details (Fees and expenses charged to mutual funds):

- 1. Expenses for fund establishments such as fees or expenses for requesting approval for establishment and management of funds, registration fees for property funds as mutual funds, or fees for increasing capital, etc., as actually paid.
- 2. Mutual fund capital increase registration fee as actually paid.
- 3. Fund advertising expenses for the offering of investment units, including expenses for organizing seminars disseminating information about mutual funds, promoting sales, expenses for signing contracts related to the fund, and other marketing expenses both domestically and internationally. Therefore, the total expenses shall not exceed 1.07% p.a. of the fund's net asset value.
- 4. Expenses related to the operation and management of the fund as actually paid. For example:
  - 4.1 Expenses for investing in securities and assets of funds, such as brokerage fees or various instruments, taxes, stamp duty, securities transfer expenses, expenses for preparing securities-related documents, expenses for obtaining securities rights documents, such as debenture certificates, expenses for transferring and accepting transfers of securities, and other expenses arising from securities trading, fees

- and expenses for using financial institutions' services related to fund management, and/or any other fees and expenses that enable funds to invest in such securities and/or assets.
- 4.2 Expenses related to the preparation of the fund's accounts and reports, such as audit fees and expenses, expenses arising from fund accounting, or the preparation of related reports.
- 4.3 Expenses related to the subscription and/or redemption of investment units, such as preparation fees, production and submission of mutual fund account opening requests, investment unit right documents, investment unit purchase orders, investment unit redemption orders, investment unit switch orders, sample card with unitholder's signature, confirmation letter, receipt, tax invoice (if any), unitholding report, form, report, or any other documents used for the benefit of switching of investment units and the expenses of preparing and producing such documents in foreign languages, the expenses of receiving front-end fee for the subscription of investment units, and the expenses of settlement for the redemption of investment units, fees or expenses related to the method of trading investment units that the management company provides for investors.
- 4.4 Expenses related to amendments to fund details, such as expenses for obtaining resolutions, summarizing resolutions, verifying unitholders' resolutions, arranging a meeting of unitholders, notification to unitholders, and newspaper publishing.
- 4.5 Expenses for preparing, producing, and submitting documents and reports required by law, such as prospectuses, fiscal year reports, six-month reports, and reports on mutual fund management information to be delivered to the SEC Office and/or unitholders and/or the fund supervisor, auditor, and other relevant persons of the fund.
- 4.6 Expenses for translating documents related to the management and operation of the fund into foreign languages.
- 4.7 Fees and expenses arising from complying with the announcement specified by the SEC and the SEC Office or the Association.
- 4.8 Expenses related to debt settlement with other assets such as property management expenses, fees and expenses arising from legal and court services such as legal advisor fees, legal drafting fees, contracts, legal service fees to maintain rights or to track debts, or any other benefits of the fund, court fees, fees and expenses arising from the pledge, mortgage, the release of pledge, release of mortgage, tax assessment, insurance.
- 4.9 Fees and expenses incurred from using banking services, financial institutions, or other third-party service providers for the benefit of the fund or unitholders.
- 4.10 Fees and/or any other fees related to the establishment or offering for sale of funds and/or expenses under contracts between funds and/or third parties both domestic and international, such as Selling Agent Appointment Agreement, Distributor Appointment Agreement.
- 4.11 Fees and other expenses such as expenses arising from the collection of debts of the fund.
- 5. Service fees to third parties, stamp duty fees, postage fees, communication fees, newspaper announcement fees, and travel expenses, related to fund management as actually paid.
- 6. Fees and expenses for fund termination and fund liquidation, such as audit expenses upon fund termination, fund supervisor fees during fund liquidation, payment expenses or other assets provided to unitholders, fees, and expenses arising from unitholders not receiving money or assets, or not bringing checks to cash from banks, such as expenses for depositing assets, expenses for fund termination with the SEC Office as actually paid.
- 7. Fees and expenses associated with redeeming investment units as securities or other assets rather than cash as actually paid.

- 8. Fees and expenses incurred by the fund supervisor in connection with suing the management company for failure to perform duties or claiming compensation for damage from the management company for the benefit of all unitholders or when directed by the SEC Office as actually paid.
- 9. Expenses for publishing newspaper announcements related to the fund as announced by the SEC and/or the SEC Office or relevant laws, such as announcing the net asset value, investment unit value, subscription price of investment units, and redemption price of investment units of the fund as actually paid.
- 10. Fees and expenses arising from communicating with unitholders to inform news and information as required by the SEC and/or the SEC Office or related laws or for the benefit of unitholders or the fund as a whole, including expenses for organizing the unitholders' meeting as actually paid.
- 11. Fees and expenses arising from the merger of funds as actually paid.
- 12. Fees and expenses arising from borrowing money or entering into a sale transaction with a repurchase agreement when the management company has a necessity to temporarily manage the liquidity of the fund as actually paid.
- 13. Expenses for educating and training selling agents for the benefit of offering investment units of the fund as actually paid both domestically and internationally.
- 14. Fees and other expenses related to funding management, both domestically and internationally, as actually paid.
- 15. Fees and/or expenses for Independent Oversight Entity: IOE or related (if any).
- 16. The fees and expenses charged to mutual funds include any applicable value-added tax, specific business tax, or other comparable taxes. The fund supervisor fee excludes the offshore custodian fee, both in terms of annual and transaction fees based on the management company's instructions, as well as expenses related to providing custodial services in foreign countries, such as expenses for overseas securities depository services as actually paid, etc.

Asset value used in the calculation of management fee, fund supervisor fee, and registrar fee means total asset value less total liabilities except for management fee, fund supervisor fee, and registrar fee as of calculation date.

The fees and expenses charged to mutual funds include any applicable value-added tax, specific business tax, or other comparable taxes.

#### 8.3 Fees charged from purchasers or unitholders

#### Front-end fees

1. Fund Name Abbreviation: PRINCIPAL VNEQ-A

Conditions for determining the front-end fee rate: No

Estimated front-end fee of investment units at a rate not exceeding 2.14% of the trading value.

2. Fund Name Abbreviation: PRINCIPAL VNEQ-I

Conditions for determining the front-end fee rate: No

Estimated front-end fee of investment units at a rate not exceeding 1.61% of the trading value.

3. Fund Name Abbreviation: PRINCIPAL VNEQ-C

Conditions for determining the front-end fee rate: No

Estimated front-end fee of investment units at a rate not exceeding 1.61% of the trading value.

4. Fund Name Abbreviation: PRINCIPAL VNEQ-R

Conditions for determining the front-end fee rate: No

Estimated front-end fee of investment units at a rate not exceeding 2.14% of the trading value.

5. Fund Name Abbreviation: PRINCIPAL VNEQ-X

Conditions for determining the front-end fee rate: No

Estimated front-end fee of investment units at a rate not exceeding 2.14% of the trading value.

6. Fund Name Abbreviation: PRINCIPAL VNEQ-E

Conditions for determining the front-end fee rate: No

Estimated front-end fee of investment units at a rate not exceeding 2.14% of the trading value.

7. Fund Name Abbreviation: PRINCIPAL VNEQ-SSF

Conditions for determining the front-end fee rate: No

Estimated front-end fee of investment units at a rate not exceeding 2.14% of the trading value.

8. Fund Name Abbreviation: PRINCIPAL VNEQ-USD

Conditions for determining the front-end fee rate: No

Estimated front-end fee of investment units at a rate not exceeding 2.14% of the trading value.

**Back-end fees** 

1. Fund Name Abbreviation: PRINCIPAL VNEQ-A

Conditions for determining the back-end fee rate: No

Estimated back-end fee of investment units at a rate not exceeding 1.07% of the trading value.

2. Fund Name Abbreviation: PRINCIPAL VNEQ-I

Conditions for determining the back-end fee rate: No

Estimated back-end fee of investment units at a rate not exceeding 1.07% of the trading value.

3. Fund Name Abbreviation: PRINCIPAL VNEQ-C

Conditions for determining the back-end fee rate: No

Estimated back-end fee of investment units at a rate not exceeding 1.07% of the trading value.

**4. Fund Name Abbreviation:** PRINCIPAL VNEQ-R

Conditions for determining the back-end fee rate: No

Estimated back-end fee of investment units at a rate not exceeding 1.07% of the trading value.

5. Fund Name Abbreviation: PRINCIPAL VNEQ-X

Conditions for determining the back-end fee rate: No

Estimated back-end fee of investment units at a rate not exceeding 1.07% of the trading value.

6. Fund Name Abbreviation: PRINCIPAL VNEQ-E

Conditions for determining the back-end fee rate: No

Estimated back-end fee of investment units at a rate not exceeding 1.07% of the trading value.

7. Fund Name Abbreviation: PRINCIPAL VNEQ-SSF

Conditions for determining the back-end fee rate: No

Estimated back-end fee of investment units at a rate not exceeding 1.07% of the trading value.

8. Fund Name Abbreviation: PRINCIPAL VNEQ-USD

Conditions for determining the back-end fee rate: No

Estimated back-end fee of investment units at a rate not exceeding 1.07% of the trading value.

Switching in fees

1. Fund Name Abbreviation: PRINCIPAL VNEQ-A

**Switching in fee rate:** The same rate when switching in from mutual funds managed by the same management company and other management companies.

**Estimated fee for switching in investment units:** The same rate as the front-end fee.

2. Fund Name Abbreviation: PRINCIPAL VNEQ-I

**Switching in fee rate:** The same rate when switching in from mutual funds managed by the same management company and other management companies.

Estimated fee for switching in investment units: The same rate as the front-end fee.

3. Fund Name Abbreviation: PRINCIPAL VNEQ-C

**Switching in fee rate:** The same rate when switching in from mutual funds managed by the same management company and other management companies.

**Estimated fee for switching in investment units:** The same rate as the front-end fee.

4. Fund Name Abbreviation: PRINCIPAL VNEQ-R

**Switching in fee rate:** The same rate when switching in from mutual funds managed by the same management company and other management companies.

**Estimated fee for switching in investment units:** The same rate as the front-end fee.

5. Fund Name Abbreviation: PRINCIPAL VNEQ-X

**Switching in fee rate:** The same rate when switching in from mutual funds managed by the same management company and other management companies.

Estimated fee for switching in investment units: The same rate as the front-end fee.

6. Fund Name Abbreviation: PRINCIPAL VNEQ-E

**Switching in fee rate:** The same rate when switching in from mutual funds managed by the same management company and other management companies.

**Estimated fee for switching in investment units:** The same rate as the front-end fee.

7. Fund Name Abbreviation: PRINCIPAL VNEQ-SSF

**Switching in fee rate:** The same rate when switching in from mutual funds managed by the same management company and other management companies.

**Estimated fee for switching in investment units:** The same rate as the front-end fee.

8. Fund Name Abbreviation: PRINCIPAL VNEQ-USD

**Switching in fee rate:** The same rate when switching in from mutual funds managed by the same management company and other management companies.

**Estimated fee for switching in investment units:** The same rate as the front-end fee.

#### Switching out fees

1. Fund Name Abbreviation: PRINCIPAL VNEQ-A

**Switching out fee rate:** The same rate when switching out to mutual funds managed by the same management company and other management companies.

**Estimated fee for switching out investment units:** The same rate as the back-end fee.

2. Fund Name Abbreviation: PRINCIPAL VNEQ-I

**Switching out fee rate:** The same rate when switching out to mutual funds managed by the same management company and other management companies.

**Estimated fee for switching out investment units:** The same rate as the back-end fee.

3. Fund Name Abbreviation: PRINCIPAL VNEQ-C

**Switching out fee rate:** The same rate when switching out to mutual funds managed by the same management company and other management companies.

**Estimated fee for switching out investment units:** The same rate as the back-end fee.

4. Fund Name Abbreviation: PRINCIPAL VNEQ-R

**Switching out fee rate :** The same rate when switching out to mutual funds managed by the same management company and other management companies.

**Estimated fee for switching out investment units:** The same rate as the back-end fee.

5. Fund Name Abbreviation: PRINCIPAL VNEQ-X

**Switching out fee rate:** The same rate when switching out to mutual funds managed by the same management company and other management companies.

Estimated fee for switching out investment units: The same rate as the back-end fee.

6. Fund Name Abbreviation: PRINCIPAL VNEQ-E

**Switching out fee rate:** The same rate when switching out to mutual funds managed by the same management company and other management companies.

Estimated fee for switching out investment units: The same rate as the back-end fee.

7. Fund Name Abbreviation: PRINCIPAL VNEQ-SSF

**Switching out fee rate:** The same rate when switching out to mutual funds managed by the same management company and other management companies.

**Estimated fee for switching out investment units:** The same rate as the back-end fee.

8. Fund Name Abbreviation: PRINCIPAL VNEQ-USD

**Switching out fee rate:** The same rate when switching out to mutual funds managed by the same management company and other management companies.

**Estimated fee for switching out investment units:** The same rate as the back-end fee.

#### Additional details:

The management company will deduct the switching fee from the investment unit value that the management company is responsible for paying to the destination fund. (In case this is an open-ended fund) or fee deduction from the purchase of investment units (In case this is a destination fund).

The fees and expenses charged to purchasers or unitholders include any applicable value-added tax, specific business tax, or other comparable taxes.

The management company reserves the right to charge different fees for front-end/back-end/switching of investment units with each group of investors. Such information shall be disclosed in the factsheet of the prospectus. If there is any change in such conditions, the management company will publish an announcement at least seven days in advance at the management companies and the selling agents of all funds and/or the management company's website.

For Super Savings Fund Class: The management company may charge a fee for switching investment units to mutual funds under the management of the management company and for switching investment units to savings funds of other management companies at different rates. The management company will notify the unitholders by announcing through the management company's website and the factsheet of the prospectus, and/or websites of selling agents (if any).

Investment unit transfer fee: Yes

At the rate charged by the Registrar

Fee for issuing documents representing investment unit rights: Yes

At the rate charged by the Registrar

Exit fee for early redemption of investment units: No

Other fees: Yes
As actually paid

#### Additional details (Fees charged to purchasers or unitholders):

1. Expenses for securities trading when switching investment units

Accumulation Class: Not exceed 0.54% of investment unit value Institutional Class: Not exceed 0.54% of investment unit value Collective Class: Not exceed 0.54% of investment unit value

Auto-Redemption Class: Not exceed 0.54% of investment unit value

Exclusive Class: Not exceed 0.54% of investment unit value Electronics Class: Not exceed 0.54% of investment unit value

Super Savings Fund Class: Not exceed 0.54% of investment unit value

USD Class: Not exceed 0.54% of investment unit value

Trading expenses will be factored into the subscription or redemption price to cover the costs of subscribing or redeeming securities.

The fees and expenses charged to purchasers or unitholders include any applicable value-added tax, specific business tax, or other comparable taxes.

2. Fees for transferring the front-end and back-end fees (if any).

A transfer fee will be charged to unitholders for transferring the front-end and back-end fees as actually charged by commercial banks or financial institutions.

- 3. The management company may collect fees or other expenses from investors or unitholders if the investors or unitholders request the management company or the registrar to take any special action other than normal operations, or proceed with actions that can prove that it is the individual purpose of investors or unitholders, such as fees for changing new registration information such as certificate of rights, certificate of investment unit transfer, etc. The management company or investment unit registrar will charge investors or unitholders a fee based on the amount as actually paid, or at the rate specified by the management company or investment unit registrar for such service.
- 4. The management company reserves the right to charge different fees for front-end/back-end/switching of investment units with each group of investors based on the type of investor, investment unit purchase value, investment unit holding period, investment unit trading channels, or conditions that the management company may set in the future for convenience and benefit to unitholders. Such information will be disclosed in the factsheet of the prospectus. If such conditions change, the management company will publish a notice at least seven days in advance at the management companies and selling agents of all funds, and/or on the management company's website.
- 5. For investors who are not Thai residents, the management company will charge a front-end fee, a back-end fee, a switching fee, and a trading fee in USD currency or any other currency that the management company may announce in the future.

#### 8.4 Calculation approach and amortization of fees

- 1. Fees are calculated based on the topic of fees charged to purchasers or unitholders, as well as fees and expenses charged to mutual funds. Any applicable value-added tax, specific business tax, or other comparable taxes are included in the rate.
- 2. Management fees, fund supervisor fees, and registrar fees will be calculated daily and collected from the fund monthly within 10 trading days after the end of the month or according to the period deemed appropriate by the management company.

3. Expenses for fund management in other topics will be charged as actually paid. In accounting, the management company will consider amortizing the entire amount or amortizing the fund's expenses on a daily basis based on the period in which the expenses will be benefited, under relevant accounting standards.

#### 8.5 Changes to fees or expenses

Fees and expenses listed under "Fees and Expenses Charged to Purchasers or Unitholders and Funds" are subject to change and are not to be regarded as an amendment to the fund details. The management company will carry out the following actions:

- 1. If the mutual fund management company wishes to reduce the fees or expenses specified in the fund information and has already done so, the mutual fund management company must thoroughly disclose such information to investors within three working days of the date of such reduction through appropriate means to ensure that investors are aware of such information by, for example, posting it on the websites of mutual fund management companies or at all investment unit trading locations of mutual fund management companies and selling agents (if any), among other methods.
  - If the mutual fund management company proceeds under the first paragraph and reduces fees or expenses that differ from the fund details, it is presumed that the SEC Office approves the fund's amendment in such matter.
- 2. If the mutual fund management company intends to collect additional fees or expenses as specified in the fund details, it must consider the reasonableness with normal business conditions and the benefit of customers, and such information must be thoroughly disclosed to investors in advance through appropriate means to ensure that investors are aware of such information by at least posting it on the websites of mutual fund management companies and at all investment unit trading locations of mutual fund management companies and selling agents (if any) based on the following criteria:
  - (2.1) If the collection of additional fees or expenses does not exceed the maximum rate of the original fees or expenses specified in the fund details, the mutual fund management company must notify investors at least three trading days before collecting such fees or expenses.
  - (2.2) If the collection of fees or expenses exceeds the maximum rate of the original fees or expenses, as specified in the fund details and the mutual fund management company, believes it is capable of doing so. However, within a year of the date the mutual fund management company intends to increase such fees or expenses, the mutual fund management company must comply with the following criteria:
    - (a) If the fees or expenses to be collected increase by no more than 5% of the maximum rate, the mutual fund management company must notify investors at least 60 days before the collection of such additional fees or expenses.
    - (b) If the fees or expenses to be collected exceed 5% of the maximum rate, the mutual fund management company must obtain a special resolution on the disclosure required by the first paragraph.

This shall not apply if the mutual fund management company receives a special resolution.

In order to change Article 2 (2.2), the management company shall notify the SEC Office within 15 days from the date of such change of fees or expenses.

#### 9. Mutual fund liquidity risk management tools

- Tools for requiring investors to bear expenses

Adjustment of net asset value with a calculation formula that reflects the swing pricing:

General mutual funds

Maximum rate not exceeding the percentage of: 2.00 of investment unit value

Practical methods: Full swing pricing, Partial swing pricing

#### Additional details:

- 1. The management company will determine the maximum swing factor not to exceed 2.00% of the investment unit value, and the management company will consider using Swing Pricing, either Full Swing Pricing or Partial Swing Pricing, at its discretion, taking into account the fund's and unitholders' benefits.
- 2. Swing factor has principles for determination following policies and guidelines set by the management company. The management company may consider using the estimated data under existing facts and/or assumptions and/or evaluating relevant factors as much as possible to be able to proceed within the time and conditions at that time. Other related transactions include transaction costs and expenses, such as changes in bid-ask spreads from asset trading, volatility in the asset market, reduced liquidity in the asset market from normal situations, costs and expenses for maintaining investment proportion, costs and expenses for REPO transactions to enhance liquidity for large-scale transactions (if any), taxes and/or related stamp duty, or other related costs and expenses, including other factors that affect the liquidity of the securities that the fund invests in, etc.
- 3. Swing Thresholds has principles for determination following management company policies and guidelines, whereby management company may consider using estimates based on existing facts and/or assumptions and/or assessing relevant factors as much as possible to be able to proceed within the time and conditions at that time while taking into account the factors related to the liquidity of the mutual fund, the management company may consider a variety of relevant factors such as investment portfolios, investment policies, market conditions of invested assets, as well as other factors affecting the liquidity of the securities in which the fund invests, etc.
- 4. The management company will not use Swing Pricing in conjunction with Anti-dilution Levies ADL (if any) at any time, but may use it in conjunction with other liquidity risk management tools at its discretion.
- 5. In the case of an omnibus account transaction, the company will proceed according to the information received from the selling agents as best effort possible under the circumstances and limitations at that time.

#### <u>Disclaimer</u>

- 1. The management company reserves the right to consider and/or decide matters relating to the use of the Swing Pricing tool on that trading day using information from all types of investment units (if any).
- 2. The management company reserves the right to increase or decrease the actually collected swing factor as it deems appropriate, but not to exceed the maximum rate specified in the fund details.
- 3. The management company reserves the right to include cheque settlements in the subscription amount of investment units on the trading day when the swing pricing tool is used, and the management company will use such subscription amount in determining and/or deciding on matters relating to the use of the swing pricing tool on that trading day. The management company reserves the right not to change any action taken or decision made in connection with the use of the swing pricing tool on that trading day, even if it later appears that all or part of the cheques for the subscription of investment units on that trading day cannot be collected and the subscription of investment units paid by uncollectable cheque has not been allocated investment units, which at the discretion of the management company.
- 4. The management company reserves the right to modify the procedure while using the tool, as long as it remains in accordance with the requirements of the SEC Office, the Association of Investment Management Companies, and/or other authorized agencies requiring the management company to proceed.
- 5. The management company reserves the right not to use such a swing pricing tool if it determines that trading orders have no significant impact on the fund's liquidity and/or may be used in conjunction with the tool in managing other liquidity at the management company's discretion.

#### Determination of tool usage

- 1. The management company may consider using a different Swing Pricing for each trading day on which this tool is used at its discretion, taking into account and preserving the benefits and practical suitability of the fund.
- 2. If the management company considers using partial swing pricing, it will be used only on any trading day in which the proportion of the net trading value of the fund's investment units to the total net asset value of the fund exceeds the swing threshold specified by the management company. The net trading value of investment units of the fund is calculated from the subscription of investment units plus the value of the switch in deducted by the redemption value and deducted by the switch out value.

The details of the calculation method are in accordance with the method specified by the management company.

- Determining conditions or limitations for accepting redemption orders

The notice period for the redemption of investment units:

General mutual funds

When unitholders want to redeem investment units worth more than: 5.00 % of net asset value

Notify to the management company in advance: 5 trading days

#### Additional details:

#### Criteria and conditions

1. In the case of an omnibus account transaction, the company will proceed according to the information received from the selling agents as best effort possible under the circumstances and limitations at that time.

#### <u>Disclaimer</u>

- 1. If the notice period is used and another tool is required, the management company reserves the right to treat orders received during that notice period as normal orders on the transaction date. The management company may use the notice period in conjunction with other tools such as Swing pricing, Redemption Gate, Side pocket, Suspension of Dealings, and/or other tools, or it may not use such notice period tools.
  - If the management company determines, at its discretion, that subscribing-redeeming-switching investment units have no significant impact on the liquidity of the fund.
- 2. The management company reserves the right to increase or decrease the notice period as it deems appropriate, provided that it does not exceed the maximum notice period specified in the fund details. The management company must disclose information on its website and in the fund information of the prospectus, as well as through other channels specified by the management company.
- 3. The management company reserves the right to use information from all investment unit classes (if any) on such trading day to determine and/or make decisions about the use of the notice period tool.

#### Determination of tool usage

- 1. The management company may consider using a different Notice period for each trading day on which this tool is used at its discretion, taking into account and preserving the benefits and practical suitability of the fund.
- 2. The management company may consider using and specifying the notice period in accordance with the management company's policy and guidelines by determining various factors involved, whereby the management company may consider using estimates based on existing facts and/or assumptions and/or assessing relevant factors as much as possible to be able to proceed within the time and conditions at that

time while taking into account the factors related to the mutual fund's liquidity, the management company may consider a variety of relevant factors such as investment portfolios, investment policies, market conditions of invested assets, as well as other factors affecting the liquidity of the securities in which the fund invests, etc.

#### Redemption gate:

#### General mutual funds

The redemption gate of investment units is not less than: 10.00 of the net asset value of the mutual fund

The management company will use the redemption gate not exceeding: 7 trading days

Cycle: 30 days

Additional details:

#### Criteria and conditions

- 1. The management company will accept redemption and switching out of investment units up to the Redemption Gate based on the redemption price on the redemption date. Unless the fund has sufficient liquidity, the management company reserves the right to accept redemption or switching out of investment units beyond the Redemption Gate promulgated.
- 2. If the Management Company determines that conditions with a Gate threshold indicate abnormal circumstances, the Redemption Gate will be used only on any trading day when the proportion of the fund's Net Trading Value to the fund's Net Asset Value is equal to or greater than the Gate threshold specified by the management company. The net investment unit trading value of the fund is calculated from the subscription value of investment units plus the switch-in value deducted by the redemption value and deducted by the switch-out value.
- 3. The management company will determine the method of redemption of investment units following the Redemption Gate by averaging redemption and switch-out orders on the redemption gate date on a pro-rata basis. As a result, unitholders may not have been assigned investment units, and the total investment unit value may have been underestimated on the day that redemption or switching orders are submitted, including may not receive the full redemption amount within the specified period.
  - The management company will process the remaining redemption and switch-out orders on a pro-rata basis on the next redemption date, together with the redemption and switch-out orders, without prioritization of redemption orders. Currently, the management company does not permit cancellation of the redemption order or switching out of unitholders who have already placed the order on the redemption gate date.
  - The management company may allow redemption orders to be canceled and the remaining investment units to be switched out following the conditions and methods specified by the management company. The management company will announce before taking such action.
- 4. The management company may determine the redemption gate and gate period differently each time, but the redemption gate cannot be lower than the minimum redemption gate, and the gate period cannot be greater than the ceiling level specified in the fund details.
- 5. The management company will accept redemption and switching out of investment units up to the Redemption Gate based on the redemption price on the redemption date. Unless the fund has sufficient liquidity, the management company reserves the right to accept redemption or switching out of investment units beyond the Redemption Gate promulgated.
- 6. When the redemption gate is used, the management company will promptly notify the unitholders.

- 7. If this Redemption Gate tool is used, the management company may combine it with other liquidity risk management tools at the management company's discretion.
- 8. In the case of an omnibus account transaction, the company will proceed according to the information received from the selling agents as best effort possible under the circumstances and limitations at that time.

#### <u>Disclaimer</u>

- 1. The management company reserves the right to change the gate period and increase or decrease the gate threshold rate at its discretion, which will be reduced by not less than the minimum redemption gate specified in the fund details and not more than the maximum gate period specified in the fund details. The calculation method is detailed following the methods specified by the management company.
- 2. The management company reserves the right to accept redemption or switching out of investment units beyond the Redemption Gate promulgated.
- 3. The management company reserves the right to modify the operational guidelines during Redemption Gate, such as canceling Redemption Gate before the specified period, using other tools instead of Redemption Gate, and so on (if any). Redemption of remaining investment units, the management company may consider canceling all pending redemption orders and notifying unitholders of the canceled order without delay.
- 4. The management company reserves the right to determine and/or make decisions on matters related to the use of the Redemption Gate tool on that trading day using the information of all types of investment units (if any).
- 5. The Management Company reserves the right not to use the Redemption Gate tool in case it determines, at its discretion, that subscribing-redeeming-switching investment units have no significant impact on the liquidity of the fund.

#### Determination of tool usage

- 1. The management company may consider using a different Redemption Gate for each trading day on which this tool is used at its discretion, taking into account and preserving the benefits and practical suitability of the fund.
- 2. The management company may consider using Redemption Gate only in case of an abnormal situation or evaluating that the situation may not be normal, whereby the management company may set conditions to indicate abnormal situations with a gate threshold, taking into account the factors related to the mutual fund's liquidity. In this regard, the management company may consider various relevant factors such as volatility in the asset trading market, liquidity of the asset market deteriorating from normal conditions, abnormal liquidity of the mutual fund, or assessing whether the liquidity of the fund is inconsistent with the redemption amount of mutual funds, abnormal redemption, redemption greater than the redemption gate specified, or other factors beyond the management company's control, including other factors that affect the liquidity of the securities that the fund invests in, etc.

#### - Suspension of dealings

#### The mutual fund management company can operate up to (trading day): $\boldsymbol{1}$

Unless the SEC Office grants a waiver of such time, and the mutual fund management company has a good faith and reasonable belief that it is necessary to suspend trading of investment units with the fund supervisor's approval in the event of an incident under the Securities and Exchange Commission's announcement.

The mutual fund management company shall not sell or accept redemption of investment units based on previously received orders, nor shall it suspend dealings for any of the following reasons, which do not exceed the case specified by the Securities and Exchange Commission's announcement.

- 1. It is a refusal to redeem investment units following an existing investment unit order or to stop accepting investment unit orders for a specific investor due to the following facts:
  - (a) The mutual fund management company has reasonable grounds to suspect that such an investor is involved in any of the following acts:
    - (1) An act that is a predicate offense or money laundering offense under the Anti-Money Laundering Act, whether under Thai or foreign law.
    - (2) Terrorist financing
    - (3) An act carried out following court orders pertaining to the seizure or attachment of property by a person with legal authority.
  - (b) The mutual fund management company is unable to conduct KYC to learn important information about the client.
- 2. It is in the process of transferring mutual funds under its management to another mutual fund management company due to the former mutual fund management company's inability to maintain capital adequacy in accordance with the Securities and Exchange Commission's Notification on Maintaining Capital Funds of Mutual Fund Management Businesses, Private Fund Management, Securities Brokerage and Securities Trading, and Underwriting of Investment Units, and Being a derivatives fund manager, for no more than three trading days.
- 3. It is in the process of being dissolved if it appears that the mutual fund management company has good faith and reasonable belief that the investment units will be redeemed in any of the following cases and that the mutual fund's termination will benefit all unitholders.
  - (a) Net redemption of investment units on any day more than two-thirds of the total number of investment units subscribed.
  - (b) Total net redemption of any investment units in an amount greater than two-thirds of the total number of investment units subscribed during a period of five consecutive trading days. However, in the case of an interval fund, the redemption period shall be determined only during the same period during which the mutual fund is open for redemption of investment units.
    - In this regard, the mutual fund management company shall not proceed in accordance with the first paragraph of Article 3 if the mutual fund management company has good faith and reasonable belief that the termination of the mutual fund will not benefit the remaining unitholders because the mutual fund still has quality assets and adequate liquidity, and the redemption will not affect the remaining unitholders.
- 10. Schedule for calculating and announcement of net asset value, investment unit value, and investment unit price:

Calculated at the end of every trading day and announced within the next trading day.

#### Additional details:

The management company will calculate the net asset value of mutual funds in accordance with the rules and procedures specified by the SEC Office and as specified by the Association of Investment Management Companies with approval from the SEC Office.

- 1 Net asset value of the mutual fund
- 2 Investment unit value of Accumulation Class unitholders

- 3 Investment unit value of Institutional Class unitholders
- 4 Investment unit value of Collective Class unitholders
- 5 Investment unit value of Auto-Redemption Class unitholders
- 6 Investment unit value of Exclusive Class unitholders
- 7 Investment unit value of Electronics Class unitholders
- 8 Investment unit value of Super Savings Fund Class unitholders
- 9 Investment unit value of USD Class unitholders

Funds are classified by investment unit class, therefore, the value of each class may differ in value.

The combined net asset value of each class of investment unit will be equal to the net asset value of the mutual fund. The benefits arising from the investment will be the benefits of the mutual fund and will be allocated according to the net asset value of each class.

In the case of foreign investment, the management company will calculate the net asset value of the mutual fund's domestic investment plus the net asset value of the mutual fund's foreign investment to determine the net asset value, subscription price of investment units, and redemption price of investment units.

The management company will use the Spot Rate announced by Bloomberg on the date of calculating the net asset value and investment unit value at about 16.00 hrs. as the basis for calculating the net asset value in Thai baht.

For the calculation of net asset value, investment unit value, the subscription price of investment units, and redemption price of USD Class investment units, the management company will convert the net asset value and investment unit value of USD-denominated investment units from Thai Baht to USD by using the Spot Rate announced by Bloomberg on the calculation date of NAV and value of investment units at approximately 16.00 hrs. as the basis for the calculation in US dollars and the calculation of the subscription price and redemption price of investment units from the value of investment units in US dollars respectively.

If such information is not available in the aforementioned system, the management company reserves the right to use the exchange rate referred from other sources with the fund supervisor's approval, such as the exchange rate from APEX or Reuter on the calculation date of NAV and value of investment units at approximately 16.00 hrs., or any other system that disseminates information and can be referenced, etc., as the basis for calculating the net asset value in Thai baht, where the reference exchange rate must be in accordance with the association's announcement or related announcements.

Net asset value calculation is classified by investment unit type. Investors can learn more at: https://www.principal.th/.

If the investment unit price is incorrect, the management company will proceed and compensate the price in accordance with the rules and procedures prescribed in the Notification of the Capital Market Supervisory Board and/or the Notification of the Office of the Securities and Exchange Commission concerning Procedures in if the investment unit value or investment unit price is incorrect.

If the fund supervisor grants approval due to a necessary and reasonable cause that is beyond the management company's control. As a result, the management company did not receive information about the price of the assets invested by the fund and was unable to calculate or announce the net asset value, investment unit value, subscription price, and redemption price, the management company will announce causes and guidelines for unitholders to be aware of through channels that are easily accessible and comprehensive within the time frame that investors can leverage the information to make investment decisions.

Investors can find more details on the calculation and announcement of net asset value, investment unit value, and additional investment unit price in the prospectus.

# Commitments

#### 1. Management Company

Name of Management Company: Principal Asset Management Company Limited Address: 44 CIMB Thai Bank Building, Floor 16<sup>th</sup>, Lang Suan Road, Lumphini Sub-district, Pathum Wan District, Bangkok Metropolis 10330

Rights, Duties, and Responsibilities:

- (1) To file an application of registration of estate, the amount obtained from offering the project's investment unit, to be a mutual fund with the Office of the Securities and Exchange Commission within 15 business days from the date following the date of closure of first offer of the investment unit to the public;
- (2) Upon the approval of the establishment and management of the mutual fund, to procure the commitments between the unitholders and management company, agreement on the appointment of the Fund Supervisor, and prospectus in accordance with the criteria and methods promulgated by the Office of the Securities and Exchange Commission;
- (3) To deliver, distribute, or procure the updated prospectus, procure the investment unit subscription or order form in accordance with the criteria and methods promulgated by the Office of the Securities and Exchange Commission;
- (4) To explain and render the persons supporting the sales or redemption of the investment unit to provide the information to the unitholders or interested persons in the case of project amendment or any event significantly affecting the unitholders' benefits or decision of investment or changes in prices of the mutual fund's investment unit;
- (5) To offer the investment units in accordance with the criteria and methods promulgated by the Office of the Securities and Exchange Commission;
- (6) To offer the investment units not exceeding 15% of the project's capital if the management company has obviously expressed such intention in the project;
- (7) To issue investment unit certificates or certificates of right to investment unit or account books of right to investment unit or update the items in account books of right to investment unit and submit the same to the unitholders in accordance with the details indicated in the project;
- (8) To invest or possess any securities or other properties or invest in any method or methods as the case may be in accordance with the details indicated in the project and prepare reports in accordance with the criteria and methods promulgated by the Office of the Securities and Exchange Commission;
- (9) To calculate and announce the net value of properties, investment units, selling prices, and redemption prices of investment units of the mutual fund in accordance with the times, criteria, and methods promulgated by the Office of the Securities and Exchange Commission;
- (10) To fulfill the criteria, and methods promulgated by the Office of the Securities and Exchange Commission in the case of inaccuracy of any net value of properties, investment units, selling prices, and redemption prices of investment units of the mutual fund;
- (11) To sell or redeem any investment units of the open-end fund in accordance with the details indicated in the project and the criteria and methods promulgated by the Office of the Securities and Exchange Commission;
- (12) The management company may adjourn the due date of repayment of the investment unit prices to the unitholders who have provided the redemption orders of the open end fund's investment units in accordance with the details indicated in the project and the criteria and methods promulgated by the Office of the Securities and Exchange Commission;
- (13) The management company may not sell or redeem any investment units in accordance with any purchase or redemption orders already received nor cease to receive any purchase or sale orders in accordance with the details indicated in the project and the criteria and methods promulgated by the Office of the Securities and Exchange Commission;
- (14) In the case that the open-end fund is unable to repay the redemption prices of investment units to the unitholders and the redeeming unitholders agree to accept the same in other securities or properties instead of money, the management company may make the repayment in the form of other securities or properties with the Fund Supervisor's approval and this shall be in accordance

- with the details indicated in the project and criteria and methods stipulated by the Association of Investment Management Companies;
- (15) To prepare the mutual fund's financial statements in accordance with the accounting standards for investment-specific business and the criteria and methods promulgated by the Office of the Securities and Exchange Commission;
- (16) To prepare the report every accounting period to indicate the information of the open end fund of the accounting period and submit the report to the unitholders listed in the register of unitholders and the Office of the Securities and Exchange Commission within 3 months of the date of expiry of the accounting period. If the management company decides to prepare and submit the report every 6 calendar months, the period of submission of the report indicating the information of the open-end fund of the accounting period shall be extended to within 4 months of the date of expiry of the accounting period;
- (17) To prepare the report every 6 months of the accounting or calendar year to indicate the information concerning the open-end fund of the such 6-month period and submit the report to the unitholders listed in the register of unitholders and the Office of the Securities and Exchange Commission within 2 months of the date of expiry of the accounting period. If the management company decides to prepare and submit the report every 6 calendar months of the accounting year, the management company shall be exempted from preparing and submitting such report for the latter 6 months of such accounting year;
- (18) To procure the report every accounting year and the report every 6 months of the accounting or calendar year of the latest period to be kept at every office of the management company and addresses of the persons supporting the sales or redemption of the investment units to enable the unitholders to inspect such reports and provide them with the copies upon request;
- (19) To prepare and submit the report concerning the information of mutual fund management every 6 months of the accounting or calendar year and report of every accounting year of the fund as promulgated by the Office of the Securities and Exchange Commission and submit such reports to the unitholders listed in the register of unitholders and the Office of the Securities and Exchange Commission within 2 months after the date of expiry of the period of 6 months and within 3 months of the date of expiry of the accounting year. If the management decides to prepare and submit the accounting year report as per the calendar year period, the management company shall be capable of extending the period of submission of the report indicating the information of the mutual fund to 4 months of the date of expiry of the accounting year of the fund respectively. To submit the reports to the unitholders, the management company shall at least perform any of the following methods:
  - (1) To submit such reports in the form of hardcopy or electronic data storage;
  - (2) To disseminate such reports on the mutual fund management company's website. In the case that the unitholders wish to submit such reports as mentioned in (1), the management company shall do so. If the management company decides to prepare the reports every accounting year of the fund, the management company shall be exempted from preparing and submitting such report for the latter 6 months of such accounting year unless the Office of the Securities and Exchange Commission or the Securities and Exchange Commission approves or notifies otherwise;
- (20) To procure the auditor of the mutual fund approved by the Office of the Securities and Exchange Commission in accordance with the Notification of the Office of the Securities and Exchange Commission on Auditor Approval;
- (21) To procure the qualified Fund Supervisor in accordance with the Notification of the Office of the Securities and Exchange Commission on the Qualifications of the Mutual fund supervisor and if the fund supervisor has to be replaced for any reason, the management company shall do so only if the prior permission is provided by the Office of the Securities and Exchange Commission;
- (22) To coordinate with the Fund supervisor in accordance with the details of the fund supervisor appointment agreement such as delivery, acceptance, transformation, disposal, payment, receipt of payment of security price, receipt, and payment of the fund's fees and expenses;
- (23) To appoint the registrar as the management company deemed appropriate;

- (24) To appoint the liquidator upon the fund's termination or winding up with prior approval from the Office of the Securities and Exchange Commission;
- (25) To perform any acts relevant to the management of the fund such as attending the meeting of the holders of the securities invested by the fund, supervising, and exercising the fund's rights, taking legal actions for the find's benefits;
- (26) To wind up the fund when the value of the investment unit or the unitholders of the fund fall on the condition of winding up in accordance with the criteria and methods promulgated by the Office of the Securities and Exchange Commission;
- (27) To amend and add the details of the fund management project in accordance with the criteria and methods promulgated by the Office of the Securities and Exchange Commission;
- (28) To receive the substitute of the evidence of acceptance of registration of the estate to be a mutual fund from the Office of the Securities and Exchange Commission and pay the fee at the rate stipulated by the Office of the Securities and Exchange Commission in the case of loss or destruction of such evidence;
- (29) To perform other acts to fulfill the fund's purposes and retain the unitholders' benefits under the scopes, duties, and responsibilities of the management company by complying with the Securities and Exchange Act B.E. 2535 (A.D. 1992), Notifications of the Securities and Exchange Commission, and/or Notifications of the Office of the Securities and Exchange Commission which are currently applicable and to be amended in the future.

The management company shall be obligated to comply with the commitments, fund management project, laws on securities and exchange as well as any notifications, rules, or orders issued by virtue of the exchange under such laws. In the case that any provisions of the commitments or fund management project conflict with such provisions of laws, notifications, rules, or orders, if the management company complies with the same, it shall be deemed that the management company has complied with the commitments or mutual fund management project.

Conditions of Management Company Substitution

In the case of substitution of the mutual fund management company due to the Association's order or any other reasons under the Securities and Exchange Act B.E. 2535 (A.D. 1992), the management company shall perform any necessary acts to enable the new management company to perform duties and deliver any documents and evidence to the new management company.

#### 2. Mutual Fund Supervisor

Name: Kasikornbank Public Company Limited

Address: No. 400/22, Phahon Yothin Road, Sam Sen Nai Sub-district, Phaya Thai District, Bangkok Metropolis 10400

Rights, Duties, and Responsibilities

- (1) To supervise the management company to strictly comply with its duties and responsibilities specified in the fund management project and commitments between the unitholders and management company, the Securities and Exchange Act B.E. 2535 (A.D. 1992), Notifications of the Securities and Exchange Commission, and/or Notifications of the Office of the Securities and Exchange Commission which are currently applicable and to be amended in the future;
- (2) To accept taking care of the fund's properties separately from other properties and supervise and maintain the fund's properties, receive money and properties receivable by the fund from its establishment and management such as dividends, interests from securities, returns, any other principals obtained from any securities or sales or expropriation of securities, payments of investment unit prices, or any other incomes of the fund by supervising, accepting taking care of, and depositing the same in the fund's deposit accounts and/or property accounts including supervising the disbursement of the fund's properties to be in line with the fund management project and withdrawing the amount from the fund's account to settle any expenses under the management company's orders. The Fund supervisor shall assume responsibility for any damages,

- losses, or expenses arising from his failure to receive or pay any amount in a timely manner under the management company's order.
- (3) To prepare the fund's income and expense account such as the report of operations under the management company's order with respect to receiving any money or properties receivable by the fund from its establishment or management such as dividends, interests, and security sales, to prepare the account and certify the accuracy of the fund's properties accepted for taking care of;
- (4) To procure acceptance, delivery, alteration, disposal, receipt of payment, payment of security prices, and transfer any securities which are the fund's properties under the management company's order where the Fund supervisor shall beforehand examine and correct the relevant details;
- (5) To prepare the report of calculations of property values, net property values, investment unit values, investment unit prices, redemption prices, and the fund's cash flow report;
- (6) To notify and report the management company about any rights involved with the properties invested by the fund such as the right to attend the meeting of shareholders, right to subscription of right offering, right to receive dividends or interest, or any other income from securities, and to notify the changes in securities affecting the fund such as changes in security value, etc. or status of security transfer closure as soon as the Fund supervisor has acknowledged the information in writing;
- (7) To prepare the report and propose it to the Office of the Securities and Exchange Commission in the case of the management company's acts or omissions resulting in any damages to the fund or failure to perform duties under Section 125 of the Securities and Exchange Act B.E. 2535 (A.D. 1992);
- (8) To initiate prosecution to force the management company to perform its duties or claim for any compensations from the management company for the benefit of all unitholders or upon receipt of the order from the Office of the Securities and Exchange Commission. Any expenses arising from the prosecution for the benefit of the unitholders shall be claimed from the fund's properties;
- (9) To certify the accuracy of the calculations of property values, net property values, investment unit values, investment unit prices, redemption prices, the increased number of investment units from selling the same to the unitholders, and the decreased number of investment units from the redemption of the same by the unitholders which are performed by the management company as specified in the project details. The Fund supervisor shall mutually assume responsibility for any losses, damages, liabilities, and any expenses or fees attributed to the miscalculation of property values, net property values, investment unit values, investment unit prices, and redemption prices calculated by the management company and certified by the Fund supervisor;
- (10) To provide approval if the management company deems there is a necessary reason rendering the inability to reasonably sell, dispose, or transfer any securities or properties of the fund, or to fairly and suitably calculate the fund's property values, or any other necessary events, to protect the unitholders' benefits. In this case, the management company shall not sell or redeem any investment units under any purchase or redemption orders of the investment unit received or cease to accept any purchase or redemption order of the investment unit or approve the case of payment of investment units redeemed by securities or other property instead of money, acceptance of debt settlement by other properties instead of the settlement under debt instrument as per the methods promulgated by the Securities and Exchange Commission, inaccurate selling or redemption prices, and any other cases which the applicable laws or notifications stipulate that the Fund supervisor's approval shall be required;
- (11) To approve the management company to determine the method of calculation of the fund's property values by fair prices in the necessary case that the normal calculation method is not possible to be used to fairly and suitably calculate the mutual fund's property value or there is any other reason, to protect the unitholders' benefits or in the case of other properties of the fund not subject to any notification of the Office of the Securities and Exchange Commission;
- (12) To express opinions concerning the management company's management of the fund as supporting information of the reporting in accordance with the notifications of the Securities and Exchange Commission or the Office of the Securities and Exchange Commission such as the report of every accounting year, report of every 6 months of the accounting or calendar year, where the Fund

- supervisor shall prepare such reports and submit them to the management company within 60 days of the date of expiry of the fund's accounting period and 60 days of the date of expiry of the fund's accounting period or calendar year respectively;
- (13) Upon the occurrence of events of fund termination, the Fund supervisor shall be released from his duties upon the fund's liquidator has registered the termination of the fund with the Office of the Securities and Exchange Commission. During the period of liquidation, the Fund supervisor shall supervise and accept taking care of the fund's properties until the registration of termination of the fund with the Office of the Securities and Exchange Commission is completed and the Fund supervisor shall procure the liquidator to comply with the Securities and Exchange Act B.E. 2535 (A.D. 1992) and any notifications of the Securities and Exchange Commission or the Office of the Securities and Exchange Commission. If the liquidator performs or neglects to perform any acts under the notifications of the appliable laws resulting in damages to the fund, the fund's Fund supervisor shall promptly report the same to the Office of the Securities and Exchange Commission;
- (14) To repay money to the unitholders by the liquidator's order;
- (15) In the case of termination of the agreement for whichever reason, the Fund supervisor shall transfer or deliver all properties and materials of the fund to the new Fund supervisor or liquidator (as the case may be) or by the management company's order or the Office of the Securities and Exchange Commission's order within 30 days of the date of termination;
- (16) To perform any other duties under the laws on securities and exchange or the legislation of the Securities and Exchange Commission by complying with the Securities and Exchange Act B.E. 2535 (A.D. 1992) which are currently applicable and to be amended in the future.

The Fund supervisor shall be provided with the authorities and responsibilities stipulated in the agreement on the appointment of the fund supervisor of the mutual fund and the Securities and Exchange Act B.E. 2535 (A.D. 1992) including the duty of maintenance of the unitholders' benefits. Upon the substitution of the fund supervisor, the former fund supervisor shall perform any necessary acts to enable the new fund supervisor to continue performing duties including signing any documents to certify the correctness and completeness of anything delivered to the new fund supervisor in the case of substitution.

In the case of the fund supervisor's acts, omissions, or negligence to perform duties of maintenance of the unitholders' benefits, the unitholders may exercise the right under Section 132 and 47 of the Securities and Exchange Act B.E. 2535 (A.D. 1992) to prosecute the fund supervisor for the benefits of all unitholders.

The fund supervisor shall not perform any acts conflicting with the benefits of the mutual fund and unitholders regardless of whether such acts are performed for the benefit of the fund supervisor or others except claiming any remuneration for his services or performing any equitable acts and the prior disclosure of the information is sufficiently made to the unitholders without any objection.

In the case of any acts requiring the resolution passed by the unitholders, if the management company fails to require the unitholders' resolution, the fund supervisor shall be empowered to perform necessary acts to require the unitholders' resolution.

Condition of Substitution of Fund supervisor

In the case that the fund supervisor performs any acts conflicting with the benefits of the mutual fund or unitholders which do not fall on any exemptions for the significant and unsolved cases, the management company shall be entitled to terminate the agreement on the appointment of the fund supervisor.

The Mutual Fund's Asset Depository

Name: Kasikornbank Public Company Limited

Address: No. 400/22, Phahon Yothin Road, Sam Sen Nai Sub-district, Phaya Thai District,

Bangkok Metropolis 10400

Tel. 02-470-5920 Fax 02-470-1996

and/or Thailand Securities Depository Company Limited or the fund supervisor to be appointed by the management company.

#### 3. Mutual Fund Registrar

Name: Principal Asset Management Company Limited

Address: 44 CIMB Thai Bank Building, Floor 16th, Lang Suan Road, Lumphini Sub-district, Pathum Wan

District, Bangkok Metropolis 10330

Tel. 0-2686-9500

- 4. Distributor: -
- 5. Market Maker: -
- 6. Participating Dealer: -
- 7. Investment Advisor: -
- 8. Mutual Fund Advisor: -
- 9. Guarantor: -
- 10. Outsource Fund Manager: -
- 11. Unitholder Representatives: -
- 12. Prime Broker: -

#### 13. Rights, Duties, and Responsibilities of Unitholders

13.1 Right to the redemption of the investment units:

Please refer to the conditions and methods specified in the topic "Method of Investment Unit Redemption".

13.2 Right to receive dividend:

N/A

13.3 Right to transfer investment units;

The unitholders shall be entitled to transfer any investment units and they shall pay the expenses and fees arising therefrom in accordance with the rules determined by the fund registrar.

13.4 Limitation of investment unit transfers

The investment units in the Super Savings Fund Class shall not be sold, disposed of, transferred, pledged, or granted as collateral.

- 13.5 Right to cast vote to amend the fund management project or management methods:
  - 13.5.1 The unitholders shall be entitled to cast vote to enable the management company to amend the fund management project and the management company shall adhere to the topic "Request for Resolution of Unitholders and Methods for Amendment of Mutual Fund Management Project or Management Methods".
  - 13.5.2 In the case that the unitholders hold the investment units more than one-third of all sold investment units of the mutual fund, the management company shall not count the vote exceeding one-third except in the case that the investment units are classified and such investment units are held by one unitholder, all votes of the investment units held by him shall be counted.
  - 13.6 Right to repayment upon the fund termination:

The unitholders shall be entitled to repayment upon the mutual fund termination made by the management company and the management company shall adhere to the topic "Liquidation of Mutual Fund and Methods of Average Repayment to Unitholders upon Fund Termination".

13.7 Other benefits:

For the investment in the mutual fund for saving/in the Super Savings Fund Class, the unitholders shall be entitled to the tax benefits when the unitholders have completely satisfied the conditions under the Revenue Code.

#### 13.8 Additional Details:

The unitholders' liabilities shall be limited to the outstanding value of investment units payable to the management company.

The unitholders' expression of their intention to subscribe or invest in the investment units of this mutual fund for whichever tiers shall be deemed that such unitholders accept to be bound by the provisions of commitments signed by the fund supervisor duly appointed by the management company.

The unitholders shall be entitled to demand the management company to pay them the remunerations and capital not exceeding the capital of the fund held by them. In the case that the investment units are classified, the unitholders' rights to benefits or repayment of capital of each class shall be in line with the provisions of such class of investment unit.

#### 14. Issuance and Delivery of Investment Unit Confirmation documents

- 14.1 Forms of investment unit instruments
  - Investment unit account book;
  - Investment unit confirmation note.
- 14.2 Conditions of Issuance of Investment Unit Confirmation documents and Delivery Period
  The fund shall apply the scripless system and perform the following acts unless it is
  authorized by the management company to perform otherwise:
  - 14.2.1 For the initial period offering (IPO)
    - Upon the management company's allocation of investment units to the subscribers in accordance with the complete purchase orders and receipt of payment of investment units' prices, the investment unit registrar shall deliver the investment unit confirmation note to the unitholders within 15 days of the date following the date of end of the IPO.
  - 14.2.2 The unitholders shall be entitled to notify the registrar of any incorrect or incomplete information in the investment unit certificate within 15 days of the date of the registrar's delivery of such investment unit confirmation note.
  - 14.2.3 The management company and registrar reserve the right to alter the forms of investment unit confirmation documents from investment unit confirmation note to investment unit account books or other forms permitted by the Office of the Securities and Exchange Commission. The management company shall post the relevant details 7 days before the date of alteration at all offices of the management company and addresses of the persons supporting the sales or redemption of the investment units.
  - 14.2.4 In the case of two unitholders mutually holding investment units, the registrar shall list the names of all unitholders as mutual unitholders in the register of unitholders where the person whose name firstly appears in the application for mutual fund account opening shall exercise the right as the unitholder or recipient of the money from investment unit redemption.

The management company shall prepare the evidence of the right to the investment units for the unitholders to be referenced by the unitholders to the management company and others.

In the case that the unitholders necessarily have to use any investment unit certificates, the management company shall prepare and deliver the same to the unitholders.

#### 15. Schedules, Methods, and Limitations of Dividend Distribution: -

#### 16. Methods of Payment by Cash or Other Assets

Methods of Payment to Unitholders by Money or Other Properties

In the event of default of repayment or inability of debt settlement of any debt instrument issuers or debtors under the fund's claim rights, the management company shall accept debt settlement by other properties, collateral and non-collateral, for the mutual fund under the Notifications of the Securities and Exchange Commission on Criteria and Methods of Mutual Fund Management in the Case of the Default of Repayment of Debt Instrument Issuers or Debtors under Claim Rights as follows:

- 16.1 In the case that the management company documents the value of debt instruments or claim rights of the fund as zero:
  - 16.1.1 Upon the value of debt instruments or claim rights being documented as zero, all unitholders listed in the register of unitholders as of the date on which the management company documents the value of debt instruments or claim rights of the fund as zero shall be entitled to the net income from the properties applied in debt settlement.
  - 16.1.2 Upon receipt of properties from debt settlement, the management company shall not incorporate such properties and net income from properties from debt settlement in the calculation of the mutual fund's net property value and shall dispose of the properties from debt settlement as soon as practicable by considering the benefits of the unitholders except in the case that the unitholders entitled to the net income from the properties from debt settlement agree to debt settlement by such properties instead of money and this shall be in accordance with the criteria and methods stipulated by the Association of Investment Management Companies with the approval from the Office of the Securities and Exchange Commission.

    During the period in which the management company is unable to dispose of the properties from debt settlement, the management company may invest such
    - properties from debt settlement, the management company may invest such properties and the management company shall pay any expenses of property management from the reserve fund, income, or benefit from the management of such properties.

      1.3 Upon receipt of net income from each debt settlement by other properties, the
  - 16.1.3 Upon receipt of net income from each debt settlement by other properties, the management company shall averagely share the net income from the properties from debt settlement to the entitled unitholders within 45 days of the date following the date of net income and notify the details of sharing average amount to the Office of the Securities and Exchange Commission within 15 days of the date following the date of payment unless the Office of the Securities and Exchange Commission shall prescribe otherwise.
  - 16.1.4 Upon documenting the value of debt instruments or claim rights as zero, if the mutual fund subsequently receives the debt settlement under such debt instruments or claim rights by money, the management company shall comply with 16.1.3 mutatis mutandis.
- 16.2 In the case that the management company does not document the value of debt instruments or claim rights of the fund as zero:
  - 16.2.1 Before each receipt of debt settlement by other properties which are not collateral, the management company shall require approval from the unitholders by special resolution and the management company shall specify the details of properties receivable by the mutual fund from debt settlement, property values, estimated expenses, reasons, and the necessity for debt settlement.
  - 16.2.2 Upon receipt of properties from debt settlement, the management company shall incorporate the same into the calculation of the net property value of the mutual fund by determining the prices of such properties for the purpose of calculation of the net property value of the mutual fund in accordance with the criteria and methods stipulated by the Association of Investment Management Companies with the

approval from the Office of the Securities and Exchange Commission and shall perform the following acts to such properties:

- (1) In the case of the properties in the types which could be invested or possessed by the fund, the management company may possess the same as the mutual fund's properties;
- (2) In the case of the properties in the types which could not be invested or possessed by the fund, the same shall be disposed of by the management company as soon as practicable by considering the benefits of the unitholders and, during the period in which the management company cannot dispose of them, the management company may invest such properties.
  - The management company shall pay any expenses of property management from the fund's properties.
- 16.3 If it is foreseen that the debt instrument issuers or debtors under claim rights may be unable to settle the debt, the management company shall procure all unitholders listed in the register of unitholders as of the date on which the debt instrument issuers or debtors under claim rights may be unable to settle the debt to be entitled to the net income from other properties from debt settlement. To do so, the management company shall not incorporate such debt instruments or claim rights into the calculation of the net property value of the mutual fund.

#### Additional Conditions:

For each average repayment mentioned in 16.1.3, if the management company can express the reason why the net income from the properties from debt settlement is not worth the expenses to make average payment to the unitholders, the management company may incorporate such net income into the first average payment to the unitholders which is worthy for expenses. If the properties from debt settlement are completely disposed of and the income obtained therefrom is not worth the expense of average payment, the management company may incorporate such net income into the calculation of the net property value of the mutual fund.

To pay money or other properties to the unitholders, the management company shall make the payments to the unitholders listed in the register of unitholders at the specified time only. Method of Payment of Money or Other Properties to Other Relevant Persons (if any): -

# 17. Preparation of Register of Investment Units, Transfer of Investment Units, and Limitations of Transfer of Investment Units

The management company shall be obligated to prepare the register of unitholders in accordance with the criteria of Section 125(5) of the Securities and Exchange Act B.E. 2535 (A.D. 1992).

It shall be priorly presumed that the register of unitholders is accurate and the payments of money or other properties and granting or limiting any rights to the unitholders listed in the register of unitholders which can be performed under the provisions of the commitments or applicable laws, it shall be deemed that the management company has performed so under its authorities.

The management company or the investment unit registrar shall refuse the registration of transfer and investment unit pledge in the following cases:

- (a) Transfer of investment unit in the case of the mutual fund's offer to accredited investors and such transfer of investment unit shall hinder the unitholders from being institutional investors, high-net-worth investors, or big retail investors as stipulated in the mutual fund management project except in the case of transfer by inheritance;
- (b) Transfer of investment unit in the case of the mutual fund's offer to institutional investors or ultra-high net worth and such transfer of investment unit shall hinder the unitholders from being institutional investors or ultra-high-net-worth investors as stipulated in the mutual fund management project except in the case of transfer by inheritance;
- (c) Transfer or pledge of investment unit as follows:

- 1. The investment units sold to the unitholders by the management company before January 1<sup>st</sup>, 2020 in the case of the long-term mutual fund established before January 1<sup>st</sup>, 2020;
- 2. Investment units of provident funds;
- 3. Investment units of super saving funds under the Notification of the Capital Market Supervisory Board on Investment of Fund.
- 4. Investment units of the Thai sustainability mutual fund

Limitations of Holding Investment Units and Casting Vote (if any):

In the case that the unitholders hold investment units more than one-third of all sold investment units of the mutual fund, the management company shall not count the vote exceeding one-third except in the case that the investment units are classified and such investment units are held by one unitholder, all votes of the investment units held by him shall be counted.

Criteria and Methods for Requesting Resolution of the Unitholders

If any amendments to any projects could not be accomplished by the majority of votes or special resolutions of the unitholders due to the following limitations, the management company may request the Office's approval in accordance with the guidelines stipulated by the Office:

- (1) Counting votes of the unitholders in accordance with the Notification of the Capital Market Supervisory Board on Criteria Concerning Limitations of Holding Investment Units in Mutual Fund and Duties of Management Company;
- (2) Counting votes of the unitholders of other mutual funds for which the same management company is responsible to perform any acts stipulated by the mutual fund management project or applicable laws that the unitholders' resolution shall be required. If the management company has rightfully fulfilled the unitholders' resolution, it shall be deemed that all unitholders have approved such performance which shall be binding in accordance with the resolution.

The unitholders' resolution to take any actions that conflict with or contradict the criteria stipulated by applicable laws shall be deemed revoked.

In the case of requesting a resolution to amend the commitments significantly affecting the rights of the unitholders, this shall require the special resolution of the unitholders (the resolution of the unitholders with the votes not less than one-fourth of all investment units of the unitholders attending the meeting and entitled to cast votes or of all investment units of the unitholders who have sent the letter of resolution and been entitled to cast votes) except in the case that the investment units are classified, to request resolution of the unitholders, other than complying with the criteria for requesting resolution of the unitholders stipulated in the commitments or Section 129/2 and 129/3 or in this notification, the following criteria shall be fulfilled:

- (1) In the case of requesting a resolution affecting all classes of unitholders where the unitholders of each class are differently affected, this shall require the majority of votes or special resolution of each class of investment units affected as the case may be;
- (2) In the case of requesting a resolution affecting the unitholders' benefits for whichever cases, this shall require the majority of votes or special resolution of each class of investment units affected as the case may be;
- (3) In the case of requesting a resolution affecting any class of unitholders, this shall require the majority of votes or special resolution of each class of investment units affected as the case may be;

Methods for Amendment of Commitments : -

Any amendment of any parts of the commitments consistent with the methods stipulated in the commitment of which the subject matters are consistent and not contradictory to the Securities and Exchange Act B.E. 2535 (A.D. 1992) including any criteria issued by virtue thereof shall be deemed binding the parties.

Any amendment of the commitments significantly affecting the rights of the unitholders shall require a special resolution of the unitholders. In this regard, the matters significantly affecting the unitholders' rights shall include:

- (a) Provisions concerning the return and repayment of capital to the unitholders;
- (b) Provisions concerning the payment of redemption price by securities or other properties under Article 6 of the Notification of the Capital Market Supervisory Board No. ThorNor. 19/2554;
- (c) Provisions concerning debt settlement by other properties;
- (d) Provisions concerning guarantee under Article 3/1 of the Notification of the Capital Market Supervisory Board No. ThorNor. 19/2554 in the case of guarantee mutual fund and provisions concerning amendment of guarantee agreement in any matters rendering the unitholders to suffer any losses;
- (e) Any matters that the fund supervisor deems significantly affecting the unitholders' rights;

The following amendments of the commitments shall be binding upon the fund supervisor's approval without resolution of the unitholders required:

- (a) Any amendments of the commitments' subject matter to be consistent with the amended mutual fund management project with the majority of votes or special resolution of the unitholders or the Office's approval as the case may be or;
- (b) The fund supervisor expresses his opinion that such amendment of the commitment is suitable, necessary, or reasonable and does not significantly affect the unitholders' rights.

Any amendments to the commitments shall be made in writing and signed by the authorized person of the management company and the fund supervisor and affixed with the company seal (if any). The management company shall disclose the commitments at its office and website to be viewed by the unitholders and submit the conclusion of amendments of the commitments including the reasons and necessities to the unitholders together with the mutual fund annual report.

#### 18. Dispute Settlement by Arbitration: Available

Additional Details:

In the case that the management company does not comply with this mutual fund management project and/or criteria under the relevant Notifications of the Securities and Exchange Commission or the Office of the Securities and Exchange Commission resulting in the damages to the unitholders of the mutual fund, the unitholders shall be entitled to refer the dispute to arbitration under the procedures of the Office of the Securities and Exchange Commission.

#### 19. Termination of Mutual Fund

Conditions of Termination of Mutual Fund

19.1 If an open-end fund has investment unit value or unitholders in the following number:

- (1) The number of unitholders is less than 35 persons on any business day;
- (2) The redemption of investment units falls on the following conditions:
  - (a) The net redemption of investment units on any day exceeds two-thirds of the total sold investment units;
  - (b) The net total amount of redemption of investment units in the period of 5 consecutive business days exceeds two-thirds of the total sold investment units. In the case of an interval fund, the period of redemption of investment units shall be the same period in which the mutual fund opens for redemption only.

The first paragraph of (2) shall not apply to the mutual fund that the management company in good faith and reasonably believes that its termination shall not be beneficial to the remaining unitholders as the mutual fund is equipped with the high-quality inventory and sufficient liquidity and the remaining unitholders shall not be affected by such redemption.

- The first and second paragraphs of (2) shall not apply to money market funds, funds of funds, feeder funds, index funds, and exchange-traded funds.
- (3) The management company shall dissolve the open-end mutual fund in accordance with the criteria stipulated in the topic "The Management Company's Actions upon Mutual Fund Termination" if the management company in good faith and reasonably believes that the redemption mentioned in the first paragraph of 19.1(2) shall arise and the mutual fund termination shall be beneficial to the unitholders as a whole. In this regard, the second paragraph of (2) shall apply mutatis mutandis.
- 19.2 Upon the SEC Office's order of the fund termination under the Securities and Exchange Act or revocation of approval for establishment and management of mutual fund under the Notification of the Capital Market Supervisory Board on Criteria for Mutual Fund Management for Ordinary Investors and Accredited Investors.
- 19.3 When the approval for mutual fund establishment is terminated under the Notification of the Capital Market Supervisory Board on Establishment of Mutual Fund for Ordinary Investors and Accredited Investors and Private Fund Management Agreement.
- 19.4 Upon the approval by the majority of votes or special resolution of the unitholders.
- 19.5 The Office of the Securities and Exchange Commission shall be empowered to approve the establishment and management of the mutual fund in the following cases:
  - (1) Any amendments to the project or the commitments conflicting with or contradicting the law on securities and exchange as well as any notifications, rules, or orders issued by virtue thereof;
  - (2) Sales of investment units while the management company fails to comply with or supervise to comply with the criteria for offering investment units of the mutual fund to ordinary investors as stipulated in the Notification of the Capital Market Supervisory Board on Criteria for Delivery or Distribution of Prospectus and Offering Investment Units.

In the case that the Office revokes the approval for the establishment and management of a mutual fund in accordance with the first paragraph, the management company shall immediately perform actions for mutual fund termination.

In the case that, after the first offering, the instrument suitable for investment for the maximal benefit of the unitholders is absent, the management company reserves the right to dissolve the project.

Upon the mutual fund termination, the management company shall perform as follows: The management company shall take the following actions to dissolve the fund unless the Office of the Securities and Exchange Commission shall indulge or order the management company to perform otherwise:

- (1) To cease accepting any purchase and redemption orders from the date of the events mentioned in 19.1;
- (2) To notify the relevant persons within 3 business days from the date of the events mentioned in 19.1 by the following means:
  - (2.1) Notify the unitholders listed in the register of unitholders through any channels proved contactable;
  - (2.2) Notify the fund supervisor in writing;
  - (2.3) Notify the Office through the system provided on the Office's website.
- (3) To sell the remaining securities or properties of the open-end fund within 5 business days from the date of the events mentioned in 19.1 to collect the money as much as possible to automatically settle the redemption prices to the unitholders;
- (4) To settle the redemption prices proportionally to the collected money mentioned in (3) to the unitholders within 10 business days from the date of the events mentioned in 19.1 and the open-end fund shall be deemed dissolved upon the payment of the redemption prices;
  - Upon the completion of (1) to (4), if there are any remaining securities or properties after the actions mentioned in (3), the management company shall comply with the

Notification of the Securities and Exchange Commission on Criteria, Conditions, and Methods for Liquidation of Mutual Fund:

#### A Case of Super Saving Investment Unit as follows:

- 1. To cease accepting any purchase and redemption orders from the date of the events mentioned in 19.1;
- 2. To notify the relevant persons within 3 business days from the date of the events mentioned in 19.1 by the following means:
  - (a) Notify the unitholders listed in the register of unitholders through any channels proved contactable;
  - (b) Notify the fund supervisor in writing;
  - (c) Notify the Office through the system provided on the Office's website.

The information notified to the relevant person shall at least consist of the following subject matters:

- (1) The securities company limited shall transfer the investments of the unitholders to other super saving funds/investment units in accordance with the guidelines stipulated in the commitment without charging any sale or redemption fee from the unitholders;
- (2) In the case that the unitholders wish to re-transfer their investments to other super saving funds/investment units, the unitholders shall notify the management company to do so and the unitholders shall be exempted from any sale or redemption fee if the following conditions are completely satisfied:
  - (2.1) It is the first transfer under the unitholder's instruction to other super saving funds/investment units under the management of the same management company;
  - (2.2) It is the transfer of investment within the period stipulated by the management company. To stipulate such a period, the management company shall consider the period in which the unitholder shall be able to appropriately make notification of his investment transfer.

Any transfer of investment units to other super saving funds/investment units under the management of the management company or the super saving funds/investment units under the management of other management companies shall be deemed approved by the unitholders and not be deemed as an amendment to the project. The management company shall exempt the collection of purchase/sale or exchange of investment unit fees and the management company shall substantially consider the benefits of the unitholders and the fund.

In this regard, if the unitholders wish to re-transfer their investments to other super saving funds/investment units, the unitholders shall notify the management company to do so and the unitholders shall be exempted from any sale or redemption fee if the following conditions are completely satisfied:

- (1) It is the first transfer under the unitholder's instruction to other super saving funds/investment units under the management of the same management company;
- (2) It is the transfer of investment within the period stipulated by the management company. To stipulate such a period, the management company shall consider the period in which the unitholder shall be able to appropriately make notification of his investment transfer;
- (3) The remaining securities or properties of the mutual fund are sold to collect the money and transfer the investments within 5 business from the date of events under the conditions of fund termination;
- (4) Collect the money obtained from the actions mentioned in (3) within 10 days of the date of events mentioned in 19.1
- (5) Transfer the investments to other super saving funds/investment units or extra super saving funds/investment units in accordance with the guideline stipulated in the project without delay.

Upon the payment of redemption prices, the mutual fund shall be deemed dissolved. In the case that the open-end fund has the investment unit value or unitholders falling on the criteria for termination of an open-end fund in the topic "Termination of Mutual Fund Management Project", the management company shall be exempted from the following performances, and in the case of notification of amendment is made by the Securities and Exchange Commission or the Office of the Securities and Exchange Commission, the management company shall comply with the notification:

- (1) Preparing and delivering the updated prospectus in accordance with the topic "Rights, Duties, and Responsibilities of Management Company" if the event under such criteria occurs before or on the due date of preparation or delivery of prospectus;
- (2) Preparing and submitting the investment report in accordance with the topic "Rights, Duties, and Responsibilities of Management Company" if the event under such criteria occurs before or on the due date of preparation or submission of the report;
- (3) Preparing portfolio duration report in accordance with the topic "Rights, Duties, and Responsibilities of Management Company" from the date of the event under such criteria and submitting such report if the event under such criteria occurs before or on the due date of preparation or submission of the report;
- (4) Preparing the investment report in accordance with the topic "Rights, Duties, and Responsibilities of Management Company" from the date of the event under such criteria and submitting such report if the event under such criteria occurs before or on the due date of preparation or submission of the report;
- (5) Preparing and submitting the report to express the information in accordance with the topic "Rights, Duties, and Responsibilities of Management Company" if the event under such criteria occurs before or on the due date of preparation or submission of the report;
- (6) Calculating the net property value, investment unit value, investment unit selling price, and redemption price in accordance with the topic "Method and Duration of Calculation and Announcement of Net Property Value, Investment Unit Value, and Investment Unit Price" from the date of the event under such criteria and announcing such values and price in accordance with the topic "Method and Duration of Calculation and Announcement of Net Property Value, Investment Unit Value, and Investment Unit Price" from the date of the event under such criteria.

#### 20. Liquidation upon Termination of Fund

The management company shall procure the liquidation by appointing the liquidator approved by the Office of the Securities and Exchange Commission to collect and distribute the properties remaining from the mutual fund's debt settlement to the unitholders and perform other necessary action to complete the fund's liquidation in accordance with the criteria, conditions, and methods promulgated by the Securities and Exchange Commission. Any expenses and remunerations of the fund's liquidation shall be deducted from the mutual fund's properties and the liquidator shall averagely repay the unitholders by the remaining net property value proportionally to the investment units held by them as proved by the register of unitholders as of the date of termination of the project. Upon completion of liquidation, the liquidator shall register the termination of the fund with the Office of the Securities and Exchange Commission and if, after registration of termination of the fund, there are remaining properties, the liquidator shall transfer the same to be vested in the Office of the Securities and Exchange Commission.

The mutual fund management project approved by the Office or amended in accordance with Section 129 of the Securities and Exchange Act B.E. 2535 (A.D. 1992) annexed to the commitments between the unitholders and the management company shall form an integral part thereof.

#### Guidelines for Exercising Voting Rights and Procedure for Exercising Voting Rights

Investors can check the guidelines for exercising voting rights and procedure for exercising voting rights in shareholders' meetings of the companies during the calendar year from the management company's website (www.principal.th)

# List of related individuals who have transactions with mutual funds Principal Vietnam Equity Fund From October 1, 2023, to September 30, 2024

- None -

<u>Remarks</u>: Investors can review the transactions with the personal related to the mutual fund directly at the management company, the management company's website (www.principal.th), and the Office of the SEC (www.sec.or.th).

# List of fund managers who manage mutual funds Principal Vietnam Equity Fund

- 1. Mr. Supakorn Tulyathan, CFA
- 2. Mr. Chatree Meechaijaroenying
- 3. Miss Punyanoot Punyaratabandhu
- 4. Mr. Sittikarn Pongpatanasuksa, CFA
- 5. Mr. Supree Suvaphan, CFA
- 6. Mr. Pathompong Ruangkanaruk

<u>Remarks</u>: Investors can view a full list of fund managers at the management company's website (www.principal.th).

Remuneration Report or any other non-interest benefits or general benefits arising from investment - None -

#### Report on receiving benefits due to the fund's use of other persons' services (Soft Commission)

#### of the mutual fund business

Number	Beneficiary Name	Benefits received			Reasons for receiving
		Analysis	Rights to reserve IPO shares	Others	benefits
1	BANGKOK BANK PCL.	<b>✓</b>			
2	BUALUANG SECURITIES CO., LTD.	✓			
3	CGS INTERNATIONAL SECURITIES (THAILAND) CO., LTD.	✓			
4	CITICORP SECURITIES (THAILAND) LIMITED	✓			
5	DBS VICKERS SECURITIES (THAILAND) CO.,LTD.	✓			
6	FINANSIA SYRUS SECURITIES PLC.	✓			
7	HO CHI MINH CITY SECURITIES CORPORATION	✓			
8	KASIKORNBANK PLC.	✓			
9	KGI SECURITIES (THAILAND) PCL.	✓			
10	KIATNAKIN PHATRA SECURITIES PCL	✓			For information
11	KASIKORN SECURITIES PCL.	✓	<b>√</b>		Investment decision
12	MAYBANK SECURITIES (THAILAND) PCL.	✓			
13	MAYBANK KIM ENG SECURITIES (VIETNAM) LIMITED	✓			
14	PI SECURITIES PCL.	✓			
15	THE SIAM COMMERCIAL BANK PCL	✓			
16	INNOVESTX SECURITIES CO.,LTD.	✓			
17	SAIGON SECURITIES INCOPORATION	✓			
18	THANACHART SECURITIES PCL.	✓			
19	TISCO SECURITIES CO.,LTD	✓			
20	UOB KAYHIAN SECURITIES (THAILAND) PCL.	✓			
21	VIET CAPITAL SECURITIES CORPORATION	✓			J

### Table of Brokerage Fee

### From October 1, 2024, to September 30, 2024

No.	List of brokerage firms	Commission from securities trading (Unit : Baht)	Percentage of the total commission
1	HO CHI MINH CITY SECURITIES CORPORATION	8,587,217.14	34.86
2	VIET CAPITAL SECURITIES CORPORATION	8,568,968.17	34.78
3	SAIGON SECURITIES INCOPORATION	3,683,914.22	14.95
4	MAYBANK KIM ENG SECURITIES (VIETNAM) LIMITED	3,070,219.85	12.46
5	Bualuang Securities Public Company Limited	579,664.11	2.35
6	Maybank Kim Eng Securities (Thailand) Public Company Limited	56,720.78	0.23
7	Finansia Syrus Securities Public Company Limited	46,426.85	0.19
8	Krungthai XSpring Securities Co., Ltd.	43,589.54	0.18
	Total commissions	24,636,720.66	100.00

Principal Asset Management Company Limited For more information, please contact 0-2686-9500 www.principal.th