

INFORMATION MEMORANDUM

PB CASH PLUS FUND

THIS IS A REPLACEMENT INFORMATION MEMORANDUM. THIS INFORMATION MEMORANDUM IS ISSUED TO REPLACE AND/OR SUPERSEDE THE INFORMATION MEMORANDUM OF PB CASH PLUS FUND DATED 31 MARCH 2015.

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

UNITS OF PB CASH PLUS FUND CAN ONLY BE SOLD TO SOPHISTICATED INVESTORS.

This Information Memorandum is dated 15 February 2024.

PB Cash Plus Fund is constituted on 1 March 2007.



The Distributor:
Public Bank Berhad (196501000672 (6463-H))

The Manager:
Public Mutual Berhad (197501001842 (23419-A))

Trustee:
AmanahRaya Trustees Berhad (200701008892 (766894-T))



PUBLIC BANK
Excellence Is Our Commitment



PUBLIC MUTUAL
WHOLLY-OWNED SUBSIDIARY OF PUBLIC BANK

Responsibility Statement

This Information Memorandum has been seen and approved by the directors of Public Mutual Berhad and they collectively and individually accept full responsibility for the accuracy of all information contained herein and confirm, having made all enquiries which are reasonable in the circumstances, that to the best of their knowledge and belief, there are no other facts omitted which would make any statement herein misleading.

Statements of Disclaimer

The Securities Commission Malaysia has not authorised or recognised the fund and a copy of this Information Memorandum has not been registered with the Securities Commission Malaysia.

The lodgement of this Information Memorandum should not be taken to indicate that the Securities Commission Malaysia recommends the said fund or assumes responsibility for the correctness of any statement made, opinion expressed or report contained in this Information Memorandum.

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

INVESTORS SHOULD RELY ON THEIR OWN EVALUATION TO ASSESS THE MERITS AND RISKS OF THE INVESTMENT. IN CONSIDERING THE INVESTMENT, INVESTORS WHO ARE IN DOUBT ON THE ACTION TO BE TAKEN SHOULD CONSULT THEIR PROFESSIONAL ADVISERS IMMEDIATELY.

IF A FUND DECLARES DISTRIBUTION OUT OF CAPITAL, THE CAPITAL OF THE FUND WILL BE ERODED IF THE DISTRIBUTION IS ACHIEVED BY FORGOING THE POTENTIAL FOR FUTURE CAPITAL GROWTH AND THIS CYCLE MAY CONTINUE UNTIL ALL CAPITAL IS DEPLETED.



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GLOSSARY OF TERMS/ABBREVIATIONS

ART or the Trustee	AmanahRaya Trustees Berhad (200701008892 (766894-T))
Bursa Securities	Bursa Malaysia Securities Berhad
Business Day(s)	Each weekday in which Bursa Securities is open for dealing.
CMSA 2007	Capital Markets and Services Act 2007 as originally enacted and amended from time to time.
CMSRL	Capital Markets Services Representative's Licence
corporate representatives	Staff of IUTA(s) who have been appointed and trained to deal in unit trust funds, and are registered with FIMM.
deposits	Sum of money placed with licensed financial institutions in accordance with Financial Services Act 2013 and Islamic Financial Services Act 2013.
FDR	Fixed deposit rate
FIMM	Federation of Investment Managers Malaysia
forward pricing	The purchase or redemption of units is based on the NAV per unit of the fund next determined or calculated after the application to purchase or redemption request from unitholder(s) is received by the Manager in proper form.
Information Memorandum	Information memorandum of PB Cash Plus Fund.
IUTA	Institutional Unit Trust Scheme Adviser IUTA is a corporation registered with FIMM and authorised to market and distribute unit trust schemes of another party.
NAV	Net Asset Value ("NAV") of the fund is determined by deducting the value of all the fund's liabilities (include all amounts payable by the fund, accrued expenses and taxes, and any appropriate provisions for contingencies) from the value of the fund's assets, at the valuation point. For the purpose of computing the annual management fee and the annual trustee fee, the NAV of the fund should be inclusive of the management fee and trustee fee for the relevant day.
NAV per unit	The NAV per unit is the NAV of a fund divided by the number of units in circulation at the valuation point. It forms the basis upon which the prices of units of a fund are calculated.
PBCPF or the Fund	PB Cash Plus Fund
PHS	Product Highlights Sheet
PMO	Public Mutual Online ("PMO") is an online facility which allows you to perform fund transactions (such as purchase, redemption and switching of units) and gives you quick and easy access to information on your investments. You may register online for PMO via our website or through our Smart kiosks located at our branches or Customer Service Centre at the 1 Utama Shopping Centre.



GLOSSARY OF TERMS/ABBREVIATIONS (CONT'D)

Public Bank	Public Bank Berhad (196501000672 (6463-H))
Public Mutual or the Manager	Public Mutual Berhad (197501001842 (23419-A))
RM	Ringgit Malaysia
SC	Securities Commission Malaysia
SC Guidelines	Guidelines on Unlisted Capital Market Products under the Lodge and Launch Framework as may be amended or replaced from time to time.
short term	Short term refers to a period of less than 3 years.
Sophisticated investors	Refers to any person who is determined to be a sophisticated investor under the Guidelines on Categories of Sophisticated Investors, as amended from time to time, or acquires unlisted capital market products where the consideration is not less than two hundred and fifty thousand ringgit or its equivalent in foreign currencies for each transaction whether such amount is paid for in cash or otherwise, and/or any other category(ies) of investors as may be permitted by the SC from time to time.
Special Resolution	A resolution passed at a meeting of unitholders duly convened and held in accordance with the provisions of the Deed and carried by a majority consisting of not less than three quarters of the unitholders voting thereat upon a show of hands or if a poll is duly demanded and taken by a majority consisting of not less than three-quarters in number of the votes given on such poll. For the purposes of termination or winding-up of a fund, a special resolution is passed by a majority in number representing at least three-fourth of the value of the units held by unitholders at the meeting duly convened and held in accordance with the provisions of the Deed.
the Deed	The Deed means the Master Deed dated 30 January 2007 and all supplemental deeds entered into between the trustee and the Manager for the registered holders of PBCPF.
UIC	Units in circulation ("UIC") refers to the total number of units in issue at a point in time.
unrestricted investment accounts	Investment accounts are instruments offered by Islamic banks licensed by Bank Negara Malaysia for the purpose of investments and sharing of profit from Shariah-compliant investment activities, including for the provision of finance, in accordance with Shariah principles such as mudharabah, musyarakah and wakalah. Unrestricted investment accounts allow Islamic banks licensed by Bank Negara Malaysia to determine the investment mandate and the structure of the investment account.
UTC	Unit trust scheme consultant
valuation point	<p>Valuation point refers to such a time(s) on a Business Day as may be decided by the Manager wherein the NAV of the Fund is calculated. Under normal circumstances, only one valuation is conducted on each Business Day.</p> <p>For PBCPF, the valuation of the Fund will be conducted after the close of business of Bursa Securities for the relevant day.</p>



MANAGER

Public Mutual Berhad (197501001842 (23419-A))

Registered and business address:

8th Floor, Menara Public Bank 2

No. 78, Jalan Raja Chulan

50200 Kuala Lumpur

Tel: 03-2022 6800 *Fax:* 03-2022 6900

Hotline: 03-2022 5000

e-mail: customer@publicmutual.com.my

Web: www.publicmutual.com.my

TRUSTEE

AmanahRaya Trustees Berhad (200701008892 (766894-T))

Registered address:

Tingkat 11, Wisma AmanahRaya

No. 2, Jalan Ampang

50508 Kuala Lumpur

Business address:

Tingkat 14, Wisma AmanahRaya

No 2, Jalan Ampang

50508 Kuala Lumpur

Tel: 03-2036 5129 *Fax:* 03-2072 0322

e-mail: art@artrustees.com.my

Web: <https://www.artrustees.my>



1.1 FUND PROFILE

Name of Fund	PB Cash Plus Fund (PBCPF)
Category of Fund	Wholesale money market
Financial Year End	31 January
Distribution Policy	Monthly
Launch Date	1 March 2007
Fund Objective	<p>To provide liquidity and current income*, while maintaining capital stability.</p> <p><i>Notes:</i> * Distribution (if any) will be automatically reinvested. Please refer to page 12 for more information on distribution. This is neither a capital guaranteed nor a capital protected Fund. Any material changes to the investment objective of the Fund would require unitholders' approval.</p>

Investment Policy and Strategy

Typical Asset Classes	<ul style="list-style-type: none"> • Money market instruments which include unrestricted investment accounts, bankers' acceptances and negotiable instruments of deposits. • Deposits with licensed domestic financial institutions. 	
Asset Allocation	Money market instruments and deposits	100% of the Fund's NAV
	Foreign assets	None
Location of Assets	Malaysia	
Investment Approach	<p>The Fund will invest in money market instruments and deposits that mature within 397 days.</p> <p>The asset allocation of the Fund will depend on economic growth, interest rate trends and market liquidity conditions.</p>	

Selected Performance Benchmark for PBCPF

The benchmark of the Fund is 1-Month FDR quoted by Public Bank.

The 1-month period is suitable for benchmarking as the Fund is likely to maintain a substantial portion of its investments in instruments that mature in the near term for liquidity requirements such that on a weighted average basis the Fund as a whole may have a maturity profile of approximately 1 month.

The performance of the Fund and its benchmark is available on our website at www.publicmutual.com.my.

Any change of the Fund's benchmark will be updated on our website and/or the Fund's PHS.

Investment in the Fund is not the same as placement in a deposit with a financial institution. There are risks involved and investors should rely on their own evaluation to assess the merits and risks when investing in the Fund.



1.2 RISK FACTORS

General Risks

1. **Manager risk:** This risk refers to the day-to-day management of the Fund by the fund manager which will impact the performance of the Fund. For example, investment decisions undertaken by the fund manager pertaining to asset allocation which may not be in line with market movements, or non-conformance with regulations and internal policies and procedures, may adversely affect the performance of the Fund.
2. **Loan financing risk:** This risk occurs when investors take a loan/financing to finance their investment. The inherent risk of investing with borrowed money includes investors being unable to service the loan repayments. In the event units are used as collateral, an investor may be required to top-up the investors' existing instalment if the prices of units fall below a certain level due to market conditions. Failing which, the units may be sold at a lower NAV per unit as compared to the NAV per unit at the point of purchase towards settling the loan/financing.

The Manager does not encourage the practice of loan financing in the purchase of unit trust funds.

Specific Risks

1. **Interest rate risk:** The returns of the Fund move in tandem with interest rates movements. For example, when interest rates fall, deposits would be placed at lower rates and subsequently yield lower returns to the Fund.
2. **Credit risk:** Credit risk relates to the creditworthiness of the issuer of the instrument which is dependent on the issuer's ability to make timely payments of interest or principal. In the event that the issuer of the instrument defaults in the payment of interest and/or principal, the value of the Fund may be adversely affected.

You are advised to read the Information Memorandum and obtain professional advice before subscribing to the wholesale fund.

Risk Management Strategies

Essentially, the Fund has been structured such that it is confined to banking instruments of short-tenure to maturity in order to minimise the impact of fluctuations in interest rates on the performance of the Fund. Money market instruments invested by the Fund are issued by licensed financial institutions with investment grade rating. The risk the Fund may face is essentially credit risk of the financial institutions. In the event that the credit rating of the financial institution is downgraded, the Fund will take measures to reduce its exposure to the said institution accordingly.

In terms of liquidity risk management, prudent liquidity management such as cash flow and redemption monitoring (for example, single customer exposure, risk appetite limit on redemption rate* and liquidity stress test) is in place to ensure that the Fund maintains reasonable levels of liquidity to meet any redemption request.

Under exceptional circumstances where a significant portion of the Fund's NAV cannot be determined (which include but not limited to an emergency or other state of affairs whereby the Fund cannot realise the scheduled redemptions from the deposit placements and/or money market instruments which impact a significant portion of the Fund's NAV), as the last recourse, the Manager may consult trustee to suspend dealing in units. This measure is taken when there is good and sufficient reason to do so, considering the interest of unitholders.

If suspension of redemption is imposed, unitholders of the Fund would be unable to redeem the units they had invested in the Fund temporarily. The unitholders will have to remain invested in the Fund, as well as continue to be subjected to the risks inherent to the Fund during the suspension period. Regulatory authorities and unitholders will be informed in the event a redemption suspension period is imposed and that the suspension will cease as soon as practicable and in any event, within 21 days (or any other period as may be determined by the SC) of the commencement of suspension. The period of suspension may be extended only if it is in the best interest of the unitholders and will be reviewed on a weekly basis by the Fund's trustee.

* Risk appetite limit on redemption rate is a risk indicator to monitor the average redemption rate against the internal risk threshold/limit set.



1.3 PERMITTED INVESTMENTS

The Manager has absolute discretion, subject to the Deed, the investment policy of the Fund and the requirements of the SC and other regulatory body, as to how the assets of the Fund are invested.

The Fund will invest in the following:

- i. Money market instruments;
- ii. Deposits with licensed domestic financial institutions; and
- iii. Any other form of investments which is in line with the objective of the Fund as may be agreed upon by the Manager and the trustee from time to time.

1.4 INVESTMENT RESTRICTIONS

The Fund is subject to the following investment restrictions in the course of execution of its investment policies and strategies:

(i) Investment Spread Limits

Investment	Limits (% of the Fund's NAV)
The value of the Fund's holding of permitted investments of, and permitted investments relating to, any single issuer	$\leq 30\%$
The value of the Fund's holding of, and permitted investments relating to, any group of companies	$\leq 50\%$ <i>Note: The value of the Fund's holding in the permitted investments of, and the permitted investments relating to, any group of companies, may exceed 50% of the Fund's NAV provided there are acceptable reasons for exceeding the limit.</i>

(ii) Investment Concentration Limits

Investment	Limits
The Fund's holding of any class of permitted investments of any single issuer	$\leq 30\%$ of the instruments issued.

(iii) General

Investment	Limits (% of the Fund's NAV)
Value of investments in permitted investments which have a remaining maturity period of not more than 397 days.	100%

The above limits and restrictions shall be complied with at all times based on the most up-to-date value of the Fund, and the value of its investments and instruments.



Any breach as a result of any –

- a) appreciation or depreciation in value of the Fund's investments;
- b) redemption of units or payment made out of the Fund;
- c) change in capital of a corporation in which the Fund has invested in; or
- d) downgrade in or cessation of a credit rating,

must be rectified as soon as practicable within three months from the date of the breach unless otherwise specified in the SC Guidelines. The three-month period may be extended if it is in the best interest of unitholders and trustee's consent is obtained. Such extension must be subject to at least a monthly review by the trustee.

Note: The investment restrictions and limits of the Fund may be subject to changes as may be determined by the SC from time to time, the effective date of which shall be determined by the Manager.

The above restrictions will not apply to the Fund's holdings of permitted investments with Public Bank and its group of companies. Up to 100% of the Fund's NAV may be invested in permitted investments with Public Bank and its group of companies.

1.5 VALUATION OF PERMITTED INVESTMENTS

The permitted investments of the Fund are fairly valued based on the following valuation methods:

Money market instruments (excluding unrestricted investment accounts) – money market instruments which include negotiable instrument of deposits are valued at market yields based on the remaining days to maturity.

Unrestricted investment accounts and deposits with financial institutions – the value of such investments shall be determined on a daily basis by reference to their principal value and the accrued interest thereon for the relevant period.

1.6 CROSS TRADE POLICY

Cross trade transactions between funds managed by Public Mutual as part of the portfolio rebalancing process, may be undertaken if such transactions are deemed to be in the best interest of the funds and are transacted through a dealer or a financial institution on an arm's length and fair value basis.

2 FEES, CHARGES AND EXPENSES

2.1 CHARGES IMPOSED ON PURCHASE AND REDEMPTION OF UNITS

Sales charge and redemption charge (if any) that are to be levied on the purchase and redemption of units are computed based on the NAV per unit of the Fund that has not been rounded up.

Bank charges, courier charges and any other indirect charges as a result of purchase or redemption transactions will be borne by you.



Below are the charges that you may directly incur when purchasing or redeeming units of the Fund:

Sales charge per unit	Purchase of units through UTCs, IUTA and the Manager.	Nil
Redemption charge per unit		Nil

2.2 FEES AND EXPENSES OF THE FUND

Operating a fund involves a variety of expenses for portfolio management, the manager's fee, trustee's fee, foreign custodian charges, auditor's fee, tax agent's fee and other administrative charges incurred in the administration of the Fund. These costs are paid out of the Fund's assets.

Below are the fees that you may indirectly incur when you invest in the Fund:

 Management fee	0.30% per annum of the NAV.
 Trustee fee	0.02% per annum of the NAV, subject to a minimum fee of RM18,000 and a maximum fee of RM300,000 per annum.

The annual management fee and trustee fee are calculated and accrued daily, and payable monthly to the Manager and trustee respectively.

Note: The above fees and charges may be subject to any applicable taxes and/or duties (if any) which are payable by you.

2.3 POLICY ON STOCKBROKING REBATES AND SOFT COMMISSIONS

The Manager does not receive any form of rebates from any broker/dealer. The Manager may receive goods and services which bring a direct benefit or advantage to the management of the Fund and may be in the form of research and advisory services that assist in the decision-making process relating to the Fund's investments.



There are fees and charges involved and investors are advised to consider them before investing in the Fund.

3.1 DETERMINATION OF PRICES

Valuation Point

Valuation of PBCPF will be conducted after the close of business of Bursa Securities for the relevant day.

NAV per Unit

The NAV per unit is obtained by dividing the NAV of the Fund by the number of units in issue.

Illustration:

Total NAV (RM)	÷	UIC (units)	=	NAV per unit (RM)
250,000,000		250,000,000		1.00000000

Single Pricing

Purchase and redemption of units are quoted and transacted at a single price, i.e. at the NAV per unit of the Fund. Sales charge and redemption charge (if any) are computed and charged separately, and are not incorporated in the quoted prices of the Fund.

Forward Pricing

Both the purchase and redemption transactions are traded at prices *next determined*. A request issued by you to purchase or redeem units of the Fund will be carried out at a price as at *the next valuation point after the application is received and accepted by the Manager*.



Investments banked in over the counter through Public Bank branches on any Business Day will be processed based on the price determined for the same Business Day.

Payment received before or at 4:00 p.m.

Processed based on the price determined for the same Business Day.



Payment received after 4:00 p.m.

Processed based on the price determined for the next Business Day.

Any investment and transaction requests made on a non-Business Day will be treated as investments or transaction requests made on the following Business Day.

Incorrect Pricing

In the event of any incorrect pricing of units of the Fund, the Manager shall take immediate remedial action where that incorrect pricing –

- (i) is equal or more than 0.5% of the NAV per unit; and
- (ii) results in a sum total of RM10.00 or more to be reimbursed to the affected unitholder for each purchase or redemption transaction.

Subject to any regulatory requirements, the Manager shall have the right to amend, vary or revise the abovesaid limits or threshold from time to time.



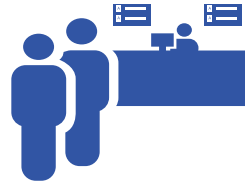
3.2 WHERE TO PURCHASE OR REDEEM UNITS OF THE FUND



Public Mutual Online
(PMO)



UTCs and corporate
representatives who are
registered with FIMM



Public Mutual
Customer Service Centres

Priority clients may access the *exclusive Mutual Gold Service* for value-added, time saving services.

Please refer to *pages 19 to 23* for the Directory of Public Mutual Branch Offices and Customer Service Centres, Agency Offices and appointed IUTA(s).

3.3 PURCHASE OF UNITS

- Minimum initial investment*: RM250,000.
- Minimum additional investment*: RM100,000.
- Only sophisticated investors may purchase units of the Fund.
- For existing investors who are PMO subscribers, you can purchase units of the Fund online.
- If you are not an existing PMO subscriber:
 - For first time investor of Public Mutual, you are required to complete the New Investor Form or onboard via the New Investor Online Enrolment at PMO.
 - You may register online for PMO via our website or through our Smart kiosks located at our branches or Customer Service Centre at the 1 Utama Shopping Centre.

Note: * The Manager may vary the minimum initial and additional investment amount from time to time.

DO NOT PAY CASH FOR YOUR INVESTMENT



UTCs AND STAFF OF PUBLIC MUTUAL ARE NOT AUTHORISED TO COLLECT INVESTMENT AMOUNT IN CASH UNDER ANY CIRCUMSTANCES WHATSOEVER.

Public Mutual will not be liable for any loss incurred should you give cash to our UTCs or staff.



DO NOT PAY CASH TO A UTC OR STAFF OF PUBLIC MUTUAL.



DO NOT MAKE DEPOSIT OR TRANSFER INTO THE BANK ACCOUNT OF A UTC OR STAFF OF PUBLIC MUTUAL.

DO NOT ISSUE A CHEQUE IN THE NAME OF A UTC OR STAFF OF PUBLIC MUTUAL.



3.4 REDEMPTION OF UNITS

- Minimum units for redemption: 100,000 units.
- There is no restriction on the frequency of redemption.
- You may redeem on any Business Day and receive payment of redemption proceeds within 7 Business Days from our receipt of your request.

3.5 SWITCHING BETWEEN FUNDS

- Switching facility is not available for the Fund.

3.6 TRANSFER OF UNITS

- Transfer of units is generally not permitted unless there are qualifying circumstances where the Manager may permit a transfer at its absolute discretion and subject to terms and conditions determined by the Manager from time to time.

3.7 MINIMUM ACCOUNT BALANCE

- Minimum account balance: 100,000 units.
- If partial redemption results in less than 100,000 units being held in your account with the Fund, the Manager may redeem the entire account.

3.8 DISTRIBUTION

Declaration

- Distribution, if any, is declared at the end of each month.
- Distribution(s) may be declared out of the Fund's net realised capital gains and net realised investment income in the current financial year, and/or out of capital (derived from net realised capital gains and net realised investment income brought forward) if the Fund does not have sufficient net realised capital gains or net realised investment income from the current financial year.
- Should the Fund distribute out of capital, the capital of the Fund may be eroded and the value of future returns may be diminished.
- The Fund may distribute out of capital to ensure that the Fund meet its investment objective of providing regular income to the unitholders.

Reinvestment

- Distribution (if any) will be automatically reinvested at NAV per unit, computed at the close of the first Business Day following the distribution declaration date.
- No sales charge will be imposed on distribution reinvestments.



Unit prices and distributions payable, if any, may go down as well as up.

Where distribution is declared, following the declaration of distribution, the NAV per unit will be reduced accordingly to reflect/account for the distribution.



3.9 KEEPING TRACK OF YOUR INVESTMENTS

Daily Prices of Units

Visit our website at www.publicmutual.com.my for daily NAV/price of the Fund.

Statement of Accounts

Statement of Accounts which provides the latest update of your investment accounts will be issued monthly.

Quarterly/ Annual Reports

Annual/Quarterly Reports of the Fund are made available within 2 months from the close of the quarter period or financial year.

The Fund's annual report is available upon request.

Please contact Public Mutual Hotline at 03-2022 5000 for assistance.



This is neither a capital guaranteed nor a capital protected fund.

Unit prices may go down as well as up.

Past performance of the Fund is not an indication of its future performance.

3.10 AVENUE FOR ADVICE

For general enquiries or specific assistance regarding your investments with us, you may contact:-



Public Mutual Hotline at 03-2022 5000;
Public Bank Hotline at 03-2170 8000; or



Visit any Public Mutual Customer Service Centre located at its branch offices.

4.1 CORPORATE PROFILE OF PUBLIC MUTUAL

PBCPF is managed by Public Mutual, a wholly owned subsidiary of Public Bank. Public Mutual is a licensed fund manager and Private Retirement Scheme (PRS) Provider and is the largest private unit trust manager in terms of NAV. Incorporated on 21 July 1975 under its former name Kuala Lumpur Mutual Fund Berhad, Public Mutual began its operations on 2 July 1980 and was among the early pioneers of the industry.

Please refer to <https://www.publicmutual.com.my/Menu/Corporate/Our-Profile> for more information pertaining to the profile of the Manager and <https://www.publicmutual.com.my/Menu/Corporate/Our-People> for information on Board of Directors.

4.2 ROLES, DUTIES AND RESPONSIBILITIES OF THE MANAGER

The roles, duties and responsibilities of the Manager include, but is not limited to, the following:-

- to ensure that the Fund is managed within the ambit of the Deed, securities laws and relevant guidelines at all times;
- to provide customer support to best serve the unitholders' needs;
- to keep unitholders informed of the management and performance of the Fund through quarterly and annual reports;
- to ensure that the interest of the unitholders is best served and protected at all times.

4.3 THE INVESTMENT TEAM

The investment team of Public Mutual comprises more than 20 portfolio managers and a research team of more than 30 research analysts.

Please refer to <https://www.publicmutual.com.my/Menu/Corporate/Our-People> for profiles of the key members of the investment team, which include Mr. Chung Yee Wah, the designated person responsible for the fund management function of the Fund.

Chief Investment Officer **Mr. Chung Yee Wah**

Mr. Chung Yee Wah joined Public Mutual in 2023 as its Chief Investment Officer. He holds an honours degree in Business Administration from the National University of Malaysia. Mr. Chung has more than 29 years of experience in the fund management industry and has held various senior positions during this period.

Mr. Chung's prior experience includes being the Chief Investment Officer of a bank-owned Islamic asset management company, the Chief Executive Officer of the Islamic arm of a global asset management company, as well as a fund manager managing domestic and regional funds in various companies – including for one of the largest sovereign funds globally.

4.4 RELATED PARTY TRANSACTIONS/CONFLICT OF INTEREST

The Fund's transactions with related parties are executed on terms that are best available to the Fund and which are no less favourable than arm's length transactions between independent parties.

Such transactions may include:

- dealings on sale and purchase of investment securities and instruments by the Fund.
- money market deposits and placements by the Fund.
- holding of units in the Fund by related parties.

Where a conflict of interest arises due to the director holding substantial shareholding or directorships of a company, and the Fund invests in securities or derivatives issued by that particular company, the said director shall abstain from any decision making relating to such securities or derivatives.



Employees of the Manager who are involved in fund management activities (including, but not limited to, employees who hold senior management position, are involved in the management of the Fund, are involved in the operation or transactions of the Fund management activities, or has information pertaining to the management of the Fund) are required to obtain prior written approval and declare their dealings in securities and derivatives, but excluding units in unit trust scheme, investments in equity crowdfunding and peer-to-peer financing.

4.5 DOCUMENTS AVAILABLE FOR INSPECTION

A copy of the following documents (where applicable) may be inspected at the registered office of the Manager or such other place as the SC may determine:

- (a) The Deed;
- (b) The current information memorandum and supplementary or replacement information memorandum, if any;
- (c) The latest annual and quarterly reports of the Fund;
- (d) Each material contract disclosed in this Information Memorandum and, in the case of contracts not reduced into writing, a memorandum which gives full particulars of the contracts;
- (e) Where applicable, the audited financial statements of the Manager and the Fund for the current financial year and for the last 3 financial years or if less than 3 years, from the date of incorporation or commencement;
- (f) All reports, letters or other documents, valuation and statement by any expert, any part of which is extracted or referred to in this Information Memorandum. Where a summary expert's report is included in this Information Memorandum, the corresponding full expert's report is available for inspection;
- (g) Writ and relevant cause papers for all material litigation and arbitration disclosed in this Information Memorandum (if any); and
- (h) Consents given by experts disclosed in this Information Memorandum.

5.1 CORPORATE PROFILE OF AMANAHRAYA TRUSTEES BERHAD (“ART”)

ART was incorporated under the laws of Malaysia and registered as a trust company under the Trust Companies Act 1949. ART is a subsidiary of Amanah Raya Berhad (“ARB”) which is wholly owned by the Government of Malaysia. ART took over the corporate trusteeship functions of ARB and acquired ARB’s experience of more than 50 years in trustee business.

5.2 ROLES, DUTIES AND RESPONSIBILITIES OF THE TRUSTEE

The Trustee of the Fund will perform among others, the following roles, duties and responsibilities:

- To act as the custodian of the Fund and safeguard the interest of the unitholders;
- To exercise due diligence and vigilance in carrying out its functions and duties in accordance with the Deed, securities laws and relevant guidelines;
- To ensure that the Manager manages and administers the Fund in accordance with the Deed, securities laws and relevant guidelines;
- To ensure proper records are kept of all transactions in respect of the Fund; and
- To ensure that the Manager keeps the Trustee fully informed of the details of the Manager’s policies in investments and any changes thereof.



6 UNITHOLDERS' RIGHTS AND LIABILITIES

6.1 UNITHOLDERS' RIGHTS AND LIMITATIONS

A unitholder is a person registered in the register as a holder of units or fractions of units in a fund which automatically accord him rights and interests in the fund.

Unitholders shall be entitled to receive the distributions of the Fund (if any), participate in any increase in the capital value of the units, and to other rights and privileges as are provided for in the Deed.

Unitholders are vested with the powers to call for a unitholders' meeting, and to vote for the removal of the trustee or the Manager through a Special Resolution.

In addition, unitholders shall receive annual and quarterly reports of the Fund which are sent within two months from the close of each financial year or period.

No unitholder shall be entitled to require the transfer to him of any of the assets comprised in the Fund or be entitled to interfere with or question the exercise by the trustee or the Manager on his behalf of the rights of the trustee as owner of such assets.

6.2 UNITHOLDERS' LIABILITIES

No unitholders shall by reason of the provisions of the Deed and the relationship created thereby between the unitholders, the trustee and the Manager be liable for any amount in excess of the purchase price paid for the unit, and shall not be under any obligation to indemnify the trustee and/or the Manager in the event that the liabilities incurred by the trustee and the Manager in the name of or on behalf of the Fund pursuant to and/or in the performance of the provisions of the Deed exceed the assets of the Fund, and any right of indemnity of the trustee and/or Manager will be limited to recourse to the Fund.

6.3 UNITHOLDERS' MEETING

A unitholders' meeting may be called by the Manager, trustee and/or unitholders. Any such meeting must be convened in accordance with the Deed and/or the SC Guidelines.

The quorum for a meeting of unitholders of a fund is 5 unitholders of that fund, whether present in person or by proxy, provided always that for a meeting which requires a Special Resolution the quorum for that meeting shall be 5 unitholders, whether present in person or by proxy, holding in aggregate at least 25% of the units in issue for that fund at the time of the meeting. If the fund has 5 or less unitholders, the quorum required shall be 2 unitholders, whether present in person or by proxy and if the meeting requires a Special Resolution the quorum for that meeting shall be 2 unitholders, whether present in person or by proxy, holding in aggregate at least 25% of the units in issue for that fund at the time of the meeting. In the case of a fund with 1 remaining unitholder, such unitholder, whether present in person or by proxy, at the meeting shall constitute a quorum.

Every question arising at any meeting shall be decided in the first instance by a show of hands unless a poll is demanded or if it be a question which under the Deed requires a Special Resolution, in which case a poll shall be taken. On a show of hands every unitholder who is present in person or by proxy shall have one vote.

A unitholder has the right to call for unitholders' meetings under the following circumstances:

- (a) to consider the most recent financial statements of the fund;
- (b) to require the retirement or removal of the Manager or trustee;
- (c) to give to the trustee such directions as the meeting thinks proper; or
- (d) to consider any other matter in relation to the Deed.



6.4 TERMINATION OF THE FUND

A fund may be terminated or wound-up upon the occurrence of any of the following events:

- (a) the SC's authorisation is withdrawn;
- (b) a Special Resolution is passed at a unitholders' meeting to terminate or wind-up that Fund, following the occurrence of events stipulated under Section 301(1) of the CMSA 2007 and the court has confirmed the resolution, as required under Section 301(2) of the CMSA 2007;
- (c) a Special Resolution is passed at a unitholders' meeting to terminate or wind-up the Fund; or
- (d) the effective date of an approved transfer scheme, as defined under the SC Guidelines, has resulted in the Fund, which is the subject of the transfer scheme, being left with no asset/property.

Notwithstanding the above, the Fund may be terminated or wound-up, without the need to seek unitholders' prior approval, as proposed by the Manager with the consent of the trustee (which consent shall not be unreasonably withheld) upon the occurrence of any of the following events, by giving not less than three (3) months' notice in writing to the unitholders as hereinafter provided:

- (i) if any law shall be passed which renders it illegal or in the opinion of the Manager impracticable or inadvisable to continue the Fund; or
- (ii) if in the reasonable opinion of that Manager it is impracticable or inadvisable to continue the Fund, and provided that such circumstance of termination of the Fund is in the best interest of the unitholders.

6.5 THE DEED

Copies of the Deed may be obtained from the Manager at a cost of RM10 each or may be inspected free of charge during normal working hours at the offices of the Manager.

All unitholders of units will be entitled to the benefit of, be bound by and be deemed to have notice of the provisions of the Deed, copies of which are available as mentioned above.

The Fund is governed by a master deed dated 30 January 2007, first supplemental master deed dated 27 June 2007, second supplemental master deed dated 28 November 2007, third supplemental master deed dated 11 April 2008, fourth supplemental master deed dated 19 January 2009, fifth supplemental master deed dated 28 November 2014, sixth supplemental master deed dated 23 November 2017 and seventh supplemental master deed dated 20 November 2023.



DIRECTORY OF PUBLIC MUTUAL BRANCH OFFICES AND CUSTOMER SERVICE CENTRES

Head Office

Menara Public Bank 2,
No. 78, Jalan Raja Chulan,
50200 Kuala Lumpur.
☎: 03-20226800 📠: 03-20226900
📞: 03-20225000
🌐: www.publicmutual.com.my

Mutual Gold Centre

Menara Public Bank 2,
No. 78, Jalan Raja Chulan,
50200 Kuala Lumpur.
📞: 03-20225000

Branches and Customer Service Centres

West Malaysia

Northern Region

Alor Setar

8G, Samila Business Centre,
Lebuhraya Darulaman,
05100 Alor Setar, Kedah.
☎: 04-7366500 📠: 04-7364655

Ipoh

37 & 39, Persiaran Greentown 4,
Greentown Business Centre,
30450 Ipoh, Perak.
☎: 05-2462500 📠: 05-2559859

Sungai Petani

9D & 9E, Jalan Kampung Baru,
08000 Sungai Petani, Kedah.
☎: 04-4558500 📠: 04-4230663

Seberang Perai

1797-G-04, Kompleks Auto World,
Jalan Perusahaan, Juru Interchange,
13600 Prai, Penang.
☎: 04-5407500 📠: 04-5050005

Penang

16, Lintang Burma,
10250 Pulau Tikus, Penang.
☎: 04-2196500 📠: 04-2295171

Central Region

1 Utama Shopping Centre

Lot LG-313-E,
1, Lebuhraya Bandar Utama,
Bandar Utama City Centre,
47800 Petaling Jaya, Selangor.
☎: 03-20225000 📠: 03-77263811

Bangsar

11, 15 & 17, Jalan Bangsar Utama 3,
Bangsar Utama, 59000 Kuala Lumpur.
☎: 03-20225000 📠: 03-22835739

Cheras

G-3 & G-3A,
Wisma Aman Elite,
3, Jalan Desa Aman 1,
Desa Aman, Cheras,
56100 Kuala Lumpur.
☎: 03-20225000 📠: 03-91321022

Klang

28, 30 & 32, Lorong Batu Nilam 3B,
Bandar Bukit Tinggi,
41200 Klang, Selangor.
☎: 03-20225000 📠: 03-33235632



Central Region (cont'd)

Damansara Perdana

1 & 3, Jalan PJU 8/5 I,
Perdana Business Centre,
Bandar Damansara Perdana,
47820 Petaling Jaya, Selangor.
☎: 03-20225000 ☎: 03-77222475

Shah Alam

54 & 56, Jalan Pahat G15/G,
Kompleks Otomobil,
Persiaran Selangor,
Seksyen 15,
40200 Shah Alam, Selangor.
☎: 03-20225000 ☎: 03-55139288

Puchong

39 & 41, Jalan Puteri 1/4,
Bandar Puteri Puchong,
47100 Puchong, Selangor.
☎: 03-20225000 ☎: 03-80653010

Southern Region

Batu Pahat

119, Jalan Chengal,
Taman Makmur,
83000 Batu Pahat, Johor.
☎: 07-4363500 ☎: 07-4326588

Kluang

3, Jalan Dato Teoh Siew Khor,
86000 Kluang, Johor.
☎: 07-7391500 ☎: 07-7736195

Muar

46, Jalan Sayang,
84000 Muar, Johor.
☎: 06-9562500 ☎: 06-9536830

Johor Bahru

B-19, Jalan Molek 1/5A,
Taman Molek,
81100 Johor Bahru, Johor.
☎: 07-3607500 ☎: 07-3548600

Melaka

929 & 930, Jalan Merdeka,
Taman Melaka Raya,
75000 Melaka.
☎: 06-2855500 ☎: 06-2837354

Seremban

1A & 1B, Jalan Tuanku Munawir,
70000 Seremban, Negeri Sembilan.
☎: 06-6372500 ☎: 06-7644237

East Coast Region

Kota Bharu

PT 304 & 305, Jalan Kebun Sultan,
15300 Kota Bharu, Kelantan.
☎: 09-7263500 ☎: 09-7476026

Kuantan

71 & 73, Jalan Haji Abdul Aziz,
25000 Kuantan, Pahang.
☎: 09-5118500 ☎: 09-5161223

Kuala Terengganu

1-C, Jalan Air Jernih,
20300 Kuala Terengganu, Terengganu.
☎: 09-6321500 ☎: 09-6317030

Temerloh

10, 11 & 12, 2nd Floor,
Jalan Ahmad Shah,
Bandar Sri Semantan,
28000 Temerloh, Pahang.
☎: 09-2955500 ☎: 09-2968060



DIRECTORY OF PUBLIC MUTUAL BRANCH OFFICES AND CUSTOMER SERVICE CENTRES (CONT'D)

East Malaysia

Sabah

Kota Kinabalu

Lot 1-0-10,
Lorong Api-Api 1,
Api-Api Centre,
88000 Kota Kinabalu, Sabah.
☎: 088-327500 ☎: 088-238389

Tawau

TB 4437, Lot 28, Block D,
Sabindo Square,
Jalan Dunlop,
91000 Tawau, Sabah.
☎: 089-982500 ☎: 089-765326

Sandakan

Lot 16, Block B,
Bandar Maju Commercial Centre,
Mile 1.5, North Road,
90000 Sandakan, Sabah.
☎: 089-231500 ☎: 089-222889

Sarawak

Bintulu

4, Lot 2646,
Jalan Tun Ahmad Zaidi,
97000 Bintulu, Sarawak.
☎: 086-859500 ☎: 086-330221

Miri

D-G-16, Miri Times Square,
Marina Parkcity,
98000 Miri, Sarawak.
☎: 085-323500 ☎: 085-416195

Kuching

Lot 205 & 206, Section 49,
Jalan Tunku Abdul Rahman,
93100 Kuching, Sarawak.
☎: 082-226500 ☎: 082-239825

Sibu

10, Lorong 2,
Jalan Tuanku Osman,
96000 Sibu, Sarawak.
☎: 084-363500 ☎: 084-330269

Public Mutual offices are open on Mondays to Fridays, except public holidays; Mondays to Thursdays from 8:30 a.m. to 5:30 p.m. and Fridays from 8:30 a.m. to 4:30 p.m. The service centre at 1 Utama Shopping Centre is open daily from 10:00 a.m. to 10:00 p.m.

**Penang (Bayan Baru)**

Liang Wing Sim Agency Office
104, 1st Floor, Jalan Mayang Pasir,
Taman Sri Tunas,
Bayan Baru,
11950 Bayan Lepas, Penang.
☎: 04-6422170/1 📠: 04-6411268

Sarawak (Sarikei)

Ling Chai Kua Agency Office
1st Floor, No 28, Jalan Nenas Lrg 2,
96100 Sarikei, Sarawak.
☎: 084-652094



Units of the Fund can be bought or sold at the branches of the following distributor:

Public Bank Berhad (196501000672 (6463-H))

Menara Public Bank,

146, Jalan Ampang,

50450 Kuala Lumpur.

☎ : 03-2176 6000 / 2176 6666

🕒 : 03-2170 8000

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MANAGER OF THE FUND

Public Mutual Berhad (197501001842 (23419-A))
(Incorporated in Malaysia under the Companies Act 1965)

HEAD OFFICE

Menara Public Bank 2,
No. 78, Jalan Raja Chulan,
50200 Kuala Lumpur.

CUSTOMER SERVICE HOTLINE

03-2022 5000

TELEPHONE

03-2022 6800

FACSIMILE

03-2022 6900

WEBSITE

www.publicmutual.com.my

DISTRIBUTOR OF THE FUND

Public Bank Berhad (196501000672 (6463-H))

HEAD OFFICE

Menara Public Bank,
146, Jalan Ampang,
50450 Kuala Lumpur.

CUSTOMER SERVICE HOTLINE

03-2170 8000

TELEPHONE

03-2176 6000 / 03-2176 6666

FACSIMILE

03-2163 9917

WEBSITE

www.pbepbank.com.my

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