

## MEMBER SUITABILITY ASSESSMENT

|  |   |             |
|--|---|-------------|
| Investor Category:<br><input type="checkbox"/> Individual Investor<br><input type="checkbox"/> High Net Worth Individual<br><input type="checkbox"/> Accredited Investor | Application Type:<br><input type="checkbox"/> Kenanga OnePRS (Form Part 3) <input type="checkbox"/> OnePRS Employee Worksite (Form Part 4) <input type="checkbox"/> Non-KIB PRS Funds (Form Part 5) | PRSC Code : |
|  | <input type="checkbox"/> Kenanga Staff <input type="checkbox"/> Kenanga Adviser   | PRSC Name : |
|  |   | BDM Name :  |

### PART 1 - MEMBER SUITABILITY ASSESSMENT (To be completed by individual contributors who opted for Self-Selection Option only)

This Investor Suitability Assessment Form will guide you in choosing the PRS fund(s) that best suits your investment objectives, risk tolerance, financial profile and investment experience. The information that you provide will form the basis of our recommendation. It is important to provide accurate and complete information to ensure that a suitable PRS fund(s) is/are recommended according to your investment needs and objectives.

#### 1.1 PERSONAL DETAILS

|   |                      |
|---|----------------------|
| <b>Name of Applicant</b> :<br>(As per NRIC/Passport/Other ID) | <b>Review Date</b> : |
| <b>NRIC/Passport Other ID No.</b> :                           | <b>Nationality</b> : |

#### 1.2 RISK PROFILE

|  |   |  |
|--|---|--|
| <p>1. My age is</p> <p>(a) &lt; 45 years old                      <input type="checkbox"/> 5 points</p> <p>(b) 45 - &lt; 55 years old                <input type="checkbox"/> 3 points</p> <p>(c) 55 years old and above            <input type="checkbox"/> 1 point</p> <p>2. My annual liability is</p> <p>(a) ≤RM30K                                <input type="checkbox"/> 5 points</p> <p>(b) RM30,001-RM60K                   <input type="checkbox"/> 4 points</p> <p>(c) RM60,001-RM120K                 <input type="checkbox"/> 3 points</p> <p>(d) RM120,001-RM240K               <input type="checkbox"/> 2 points</p> <p>(e) &gt;RM240K                              <input type="checkbox"/> 1 point</p> <p>3. I am an investor who is</p> <p>(a) Aggressive. Able to tolerate high risk.    <input type="checkbox"/> 5 points</p> <p>(b) Moderate. Able to tolerate some risk.    <input type="checkbox"/> 3 points</p> <p>(c) Conservative. I am a risk averse investor. <input type="checkbox"/> 1 point</p> | <p>4. I have invested (please choose one only)</p> <p>(a) Growth stocks / funds                      <input type="checkbox"/> 5 points</p> <p>(b) Dividend stocks / funds                   <input type="checkbox"/> 4 points</p> <p>(c) Bond funds                                    <input type="checkbox"/> 3 points</p> <p>(d) Money market funds                       <input type="checkbox"/> 2 points</p> <p>(e) I do not invest. I am new to investment. <input type="checkbox"/> 1 point</p> <p>5. My investment objective is to achieve</p> <p>(a) Capital growth                              <input type="checkbox"/> 5 points</p> <p>(b) Capital growth and income               <input type="checkbox"/> 3 points</p> <p>(c) Income                                         <input type="checkbox"/> 1 point</p> <p>6. My annual income is</p> <p>(a) &gt;RM300K                                    <input type="checkbox"/> 5 points</p> <p>(b) RM200,001-RM300K                      <input type="checkbox"/> 4 points</p> <p>(c) RM100,001-RM200K                      <input type="checkbox"/> 3 points</p> <p>(d) RM50,001-RM100K                       <input type="checkbox"/> 2 points</p> <p>(e) ≤RM50K                                       <input type="checkbox"/> 1 point</p> |  |
| <b>Total Points</b>  |   |  |

#### 1.3 RISK SCORING

| Conservative | Moderate | Aggressive |
|--------------|----------|------------|
| 6 - 14       | 15 - 21  | 22 - 30    |

#### 1.4 RECOMMENDATION

| No | PRS Funds | Basis of recommendation | PRSC Consultant's Name :     |
|----|-----------|-------------------------|------------------------------|
| 1  |           |                         | PRSC Consultant's Signature: |
| 2  |           |                         |                              |
| 3  |           |                         |                              |
| 4  |           |                         |                              |
| 5  |           |                         |                              |
|    |           |                         | Date :                       |

#### 1.5 DECLARATION

- I agree to provide all the information requested in this form.
- I decline to complete this form and I further confirm that any transaction I have decided to make is based on my own judgement.
- I confirm that the information provided herein is accurate, correct and true.
- I acknowledge that I have received the Product Highlights Sheet and / or Disclosure Document.
- I acknowledge that my Consultant has explained the above mentioned PRS fund(s) to me and I am fully aware of the PRS scheme features, direct and in-direct fees and charges as well as applicable investment risks.
- I understand my risk profile and the above recommendation.                       I agree with the recommendation.                       I choose to purchase a fund not recommended by my PRS Consultant.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

(Note: Pre-signed and/or pre-thumb printed forms are not allowed by Kenanga Investors Berhad and regulators for the protection of our investors.)

**WARNING : THE RECOMMENDATION IS MADE BASED ON INFORMATION OBTAINED FROM THE SUITABILITY ASSESSMENT.  
INVESTORS ARE ADVISED TO EXERCISE JUDGEMENT IN MAKING AN INFORMED DECISION IN RELATION TO THE UNLISTED CAPITAL MARKET PRODUCT.**

**PART 2 - MEMBER CONSENT & DECLARATIONS**

**2.1 RESIDENCE STATUS**

Nationality or Citizenship *(please select whichever applicable)*

|  |  |  |                  |    |  |  |  |                             |
|--|--|--|------------------|----|--|--|--|-----------------------------|
| <input type="checkbox"/> Malaysian Citizen | Permanent Resident Status of a Country <u>Outside</u> Malaysia | Length of Time Residing <u>Outside</u> Malaysia  | Residency Status | OR | <input type="checkbox"/> Non-Malaysian Citizen | Permanent Resident Status <u>IN</u> Malaysia | Length of Time Residing <u>IN</u> Malaysia       | Residency Status            |
|  | <input type="checkbox"/> No                                    |  | N/A              |    |  | Resident                                     |  | <input type="checkbox"/> No |
|  | <input type="checkbox"/> Yes                                   | <input type="checkbox"/> ≥ 182 days <sup>^</sup> | Non-Resident     |    |  | <input type="checkbox"/> Yes                 | <input type="checkbox"/> ≥ 182 days <sup>^</sup> | Resident                    |
|  |  | <input type="checkbox"/> < 182 days <sup>^</sup> | Resident         |    |  |  | <input type="checkbox"/> < 182 days <sup>^</sup> | Non-Resident                |

<sup>^</sup> Computation of 182 days is based on per calendar year and need not be on a continuous basis. Per calendar year means from 1 January 202X to 31 December 202X.

Country of Origin

(Mandatory for Non-Malaysia or PR Outside Malaysia to declare)

**2.2 DOMESTIC CREDIT FACILITY (DCF)**

**PART I: Declaration And Undertaking On Domestic Ringgit Borrowing** *(applicable to Resident only)*

Pursuant to the Notice on Foreign Exchange Policy ("FEP") of Bank Negara Malaysia ("BNM"), I hereby declare that:

- I do not have **Domestic Ringgit Borrowing** facility
- I have **Domestic Ringgit Borrowing** facility

I agree that Kenanga Group may suspend my account from trading in securities/derivatives quoted in foreign currency(ies) without any notice given to me should the accumulated gross purchase value for a calendar year transacted in my trading account approaches, equals or exceeds the FEP limit imposed by BNM and I shall not hold Kenanga Group liable in any way for any losses incurred or suffered by me arising from the suspension of trading in foreign securities/derivatives.

I further declare that I am fully aware of the exchange control regulations imposed by BNM and agree that it is my responsibility to ensure that my investment(s) at all times shall be maintained within the limit imposed by BNM from time to time.

Declaration of Exposure in Foreign Securities/Derivatives (in RM or in equivalent) for the current calendar year-to-date:

\* **Remaining balance for investment RM** \_\_\_\_\_ *(\* please refer to the Appendix for further details of the FEP and limits set out by BNM).*

In the event there are changes to the circumstance and/or details contained in this declaration and undertaking, I undertake to update Kenanga Group of the changes immediately, failing which Kenanga Group may proceed to take all necessary actions deemed fit without reference to me.

**PART II: Declaration For Investment In Foreign Currency Assets Onshore And Investment Abroad For Own Account**

*(This section is applicable to a Resident with Domestic Ringgit Borrowing only)*

- a) I hereby acknowledge and confirm that I shall comply with the FEP when performing Investment Abroad and such rules and regulations as may be imposed by BNM from time to time.
- b) I hereby confirm that the total sum of my investment abroad/ foreign currency asset onshore which I will transact with Kenanga Group and any other licensed onshore bank, shall be within the prescribed FEP and limits. I will inform Kenanga Group immediately once my/our investment in investment abroad/foreign currency asset onshore has reached the maximum allowable amount.
- c) I hereby undertake to provide a copy of the BNM's approval to Kenanga Group as reference for any transaction, trade, settlement or operation requiring BNM's approval and/or for transactions that exceed the limit prescribed under the FEP. I acknowledge and agree that Kenanga Group reserves the right not to proceed or continue with my transaction, trade, settlement or operation if I fail to provide such approval to Kenanga Group within the time period prescribed by Kenanga Group.

**2.3 POLITICALLY EXPOSED PERSON (PEP)**

I hereby declare that am / was:

- Not a PEP or associated to a PEP
- A PEP or associated to a PEP

Definition

"PEP" means a natural person who is or has been entrusted with "Prominent Public Functions"<sup>1</sup> locally or in a foreign country or an international organization. Immediate family members or close associates<sup>2</sup> of a PEP are also deemed PEPs. I undertake to notify Kenanga Group in writing within 30 days if there is any change in the information which I have provided to Kenanga Group.

| No | Name Of Person Who is/Was a PEP or Associated To A PEP | Position & Designation | Country | Whether PEP Still Holding Position? | Customer's Relationship With PEP Or PEP Associated Party |
|----|--|------------------------|---------|-------------------------------------|--|
| 1. |  |                        |         |                                     |  |
| 2. |  |                        |         |                                     |  |

<sup>1</sup> "Prominent Public Functions" include the roles held by a state or government, government ministries, senior politicians, senior civil servants, senior judicial or military officials, senior executives of state owned corporations, important political party officials.  
<sup>2</sup> "Close associates" include business partners or associates, extended family members (biological & non-biological), close friends, financially dependant individuals and individuals working closely with a PEP.

**2.4 PDPA CONSENT**

- I hereby consent for Kenanga Group to deal and process my personal data in accordance with the Personal Data Protection Notice on pages 13 - 14 of this Account Opening & Investment Form, as may be amended or supplemented from time to time. I confirm that I have read and understood the Personal Data Protection Notice and accept the terms and conditions. (For the most current version of the Personal Data Protection Notice at all material times, please refer to the posting on <https://kenanga.com.my>.)

## 2.5 FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA) DECLARATION

Please check "✓" one of the following:

I represent and declare that I am a:

- U.S. Person<sup>(1)</sup> (citizen or resident of the United States or hold a US green card or a U.S. passport) - **Please fill up Form W-9**  
 Non U.S. Person

Please check only if applicable:

- I hereby confirm that I am born in the U.S but I'm not a U.S. Person. I do not have the "Certificate of Loss of Nationality", because I have:  
(a) Lost this certificate, or  
(b) Other reason, (please describe) \_\_\_\_\_

### **Declaration**

I represent and declare that the information provided above is true, accurate and complete. I understand that the term "U.S. person" means any citizen or resident of the United States, and shall include the definition below.

I hereby consent for Kenanga Group to disclose/report my information to any person, including the Inland Revenue Board of Malaysia and the regulatory authorities in accordance with the requirements of Foreign Account Tax Compliance Act 2010 ("FATCA") as may be stipulated by applicable laws, regulations, agreement or regulatory guidelines or directives.

I hereby consent that Kenanga Group may withhold from my account(s) such amounts in accordance with the requirements of FATCA as may be stipulated by applicable laws, regulations, agreement or regulatory guidelines or directives.

If there is any change in information provided to Kenanga Group that makes me a U.S. person or recalcitrant (person who fails to comply with reasonable requests for information to determine if this account belongs to a U.S. person), Kenanga Group has the right to terminate my account(s) and/or facilities granted to me. I undertake to notify Kenanga Group in writing within 30 calendar days if there is a change in any information which I have provided to Kenanga Group.

### **Definitions**

- (1) The term U.S. person or United States person means a person described in section 7701(a)(30) of the Internal Revenue Code:  
(A) a citizen or resident of the United States,  
(B) a United States partnership,  
(C) a United States corporation,  
(D) any estate (other than an estate the income of which, from sources without the United States which is not effectively connected with the conduct of a trade or business within the United States, is not includible in gross income under the Internal Revenue Code), and  
(E) any trust if—  
(a) A court within the United States is able to exercise primary supervision over the administration of the trust, and  
(b) One or more United States persons have the authority to control all substantial decisions of the trust.

## 2.6 COMMON REPORTING STANDARDS (CRS) DECLARATION

### **Country/Jurisdiction of Residence for Tax Purposes and related Taxpayer Identification Number (TIN)**

#### **PART 1: Country/Jurisdiction of Residence Declaration**

I represent and declare that I am a:

- Malaysia tax resident (refer below for definition). Not required to complete PART2.  Malaysia and Non-Malaysia tax resident. Please proceed to complete PART2.  Non-Malaysia tax resident. Please proceed to complete PART2.

#### **PART 2: Non-Malaysia Taxpayer Identification Number Declaration**

Please declare the countries and the respective Taxpayer Identification Number(s) that you are a tax resident of.

| Country/Jurisdiction of tax residence | Taxpayer Identification Number (TIN) | TIN not available due to (please mark "X" at either one, refer definition below)   |
|---------------------------------------|--------------------------------------|--|
| 1 <input type="text"/>                | <input type="text"/>                 | <input type="checkbox"/> Reason 1<br><input type="checkbox"/> Reason 2<br><input type="checkbox"/> Reason 3<br><i>(explain why TIN cannot be provided)</i> |
| 2 <input type="text"/>                | <input type="text"/>                 | <input type="checkbox"/> Reason 1<br><input type="checkbox"/> Reason 2<br><input type="checkbox"/> Reason 3<br><i>(explain why TIN cannot be provided)</i> |
| 3 <input type="text"/>                | <input type="text"/>                 | <input type="checkbox"/> Reason 1<br><input type="checkbox"/> Reason 2<br><input type="checkbox"/> Reason 3<br><i>(explain why TIN cannot be provided)</i> |

TIN not available due to the following reasons:

Reason 1 - The country/jurisdiction of tax residence does not issue TINs to its residents

Reason 2 - No TIN is required. (Note: Only select this reason if the domestic law of the relevant jurisdiction does not require the collection of TIN issued by such jurisdiction)

Reason 3 - No TIN because of other reasons (E.g. TIN application in progress, not required to register tax file, spouse, minor, student, retiree, foreign diplomat in embassy etc.)

#### **PART 3: DECLARATION**

I understand that the information supplied by me is covered by the full provisions of the terms and conditions governing my relationship with Kenanga Group setting out how Kenanga Group may use and share the information supplied by me.

I acknowledge that the information contained in this Form and information regarding myself and any reportable account(s) may be provided to the tax authorities of the country/jurisdiction in which this account(s) is/are maintained and exchanged with the tax authorities of another country/jurisdictions in which I may be a tax resident of, pursuant to the intergovernmental agreements to exchange financial account information.

I certify that I am the beneficial owner of all the account(s) to which this Form relates.

I undertake to advise Kenanga Group within 30 days of any change in circumstances which affects the status of my tax residency or causes the information contained herein to become incorrect or incomplete, and to provide Kenanga Group with a suitably updated self-certification and declaration within 30 days of such change in circumstance.

#### **Definition of Selected Terms**

##### **(a) Taxpayer Identification Number (TIN)**

The term TIN means Taxpayer Identification Number or a functional equivalent in the absence of a TIN. A TIN is a unique combination of letters or numbers assigned by a jurisdiction to an individual and is used to identify the individual for the purpose of administering the tax laws of such jurisdiction. For e.g. in Malaysia, the TIN will be the identification number issued by the Inland Revenue Board of Malaysia to individuals.

##### **(b) Malaysia Tax Resident**

For definition of Malaysia Tax Resident, refer to the link: <http://lampiran.hasil.gov.my/pdf/pdfam/3656.pdf>.

**Declaration Pursuant to the Notices on Foreign Exchange Policy ("FEP")****Appendix**

I hereby declare and undertake to Kenanga Group as follows:

- For the purpose of FEP, I AM fully aware and understand the FEP applicable to me and I accept full responsibility for the compliance of the same.
- Applicable for investment in foreign currency assets ("FCA") onshore and investment abroad on own account (with domestic ringgit borrowing).

| "Investment Limit Amount #<br>(in RM or equivalent in<br>aggregate per calendar | Nature of Transaction(s)   |
|---|--|
| Up to RM1 million   | <ul style="list-style-type: none"> <li>Conversion of ringgit</li> <li>Swapping of financial assets</li> <li>Foreign currency funds sourced from Trade Foreign Currency</li> </ul>  |
| Up to RM10 million  | <ul style="list-style-type: none"> <li>Foreign currency borrowing obtained from a licensed onshore bank or Non-Resident.</li> </ul>  |
| Any amount  | <ul style="list-style-type: none"> <li>Foreign currency funds from abroad, other than proceeds from the export of goods (Note 2)</li> <li>Sourced from Investment FCA</li> <li>From a Non-Resident, other than foreign currency borrowing</li> </ul> |

# Please note the investment limit amount may change from time to time and any changes should be effective immediately, without any further notice from Kenanga Group. The above information is for general reference only. For further information, please refer to the FEP published in BNM's website and obtain independent advice (if required).

**Note:**

- For individuals without domestic ringgit borrowing, he/she is allowed to undertake investment in FCA and investment abroad of any amount, unless the funding is from foreign currency borrowing obtained from licensed onshore bank or Non-Resident which is subjected to a limit of up to RM10 million or equivalent in aggregate.
- These proceeds shall be credited into a Trade FCA and can be utilised to invest in FCA onshore and investment abroad in accordance with BNM's limit.
- BNM's prior approval must be obtained by the customer for transaction, trade, settlement or operations that exceed the investment limit amount prescribed under the FEP.

**Definitions:**

| No  | Terminology                                  | Description   |
|-----|--|---|
| 1.  | Calendar Year                                | The FEP investments limit cover all foreign currency transaction amounts within the year from 1 January to 31 December in the same year. The investment limits are then refreshed from 1 January the following year.  |
| 2.  | Borrowing                                    | Any credit facility, financing facility, trade guarantee or guarantee for payment of goods, redeemable preference share (including Islamic), private debt security (including Islamic) or similar facility in whatever name of form, <b>except:</b><br>(a) Trade credit terms extended by a supplier for all types of goods or services;<br>(b) Forward contract with a licensed onshore bank excluding a contract that involves:- <ul style="list-style-type: none"> <li>the exchanging or swapping of ringgit or foreign currency debt obligation with another foreign currency debt obligation; or</li> <li>the exchanging or swapping of foreign currency debt obligation with a ringgit debt obligation;</li> </ul> (c) Performance guarantee or financial guarantee;<br>(d) Operational leasing facility;<br>(e) Factoring facility without recourse;<br>(f) A credit facility or financing facility obtained by a Resident individual from a Resident to purchase one (1) residential property and one (1) vehicle; or<br>(g) Credit card and charge card facility obtained by a Resident individual from a Resident.  |
| 3.  | Derivatives                                  | Any agreement, including an option, a swap, futures or forward contract, whose market price, value, delivery or payment obligations is derived from, referenced to or based on, but not limited to, securities, commodities, assets, rates (including interest rates or exchange rates) or indices.   |
| 4.  | Domestic Ringgit                             | Borrowing in ringgit obtained by a Resident from another Resident, including Licensed Onshore Banks, but shall exclude items (a) – (g) in No.2 above.   |
| 5.  | Investment Abroad                            | (a) Making of any payment for: <ul style="list-style-type: none"> <li>Purchase of foreign currency-denominated asset in Malaysia offered by a Non-Resident, including Labuan entity;</li> <li>Purchase of foreign currency-denominated asset offered outside Malaysia;</li> <li>Lending in foreign currency to a Non-Resident;</li> <li>Administrative expenses, working capital arising from the set-up of any business arrangement, including a joint venture project where no entity is created or established, outside Malaysia;</li> <li>Purchase of foreign currency-denominated Financial Instrument or Islamic Financial Instrument without firm commitment, other than exchange rate derivatives, offered on an overseas Specified Exchange under the Capital Markets and Services Act 2007 undertaken by a Resident through a Resident futures broker;</li> <li>Placement into Investment Foreign Currency Account in Malaysia as specified in Notice 3;</li> <li>Placement into foreign currency account overseas other than for education or employment abroad; or</li> </ul> (b) Swapping of a financial asset in Malaysia for a financial asset outside Malaysia.<br>Note:<br><i>Example of investment abroad, amongst others, include equity investment, payment for the purchase of real estate including payment for renovation of the property, payment for education abroad, placement of deposit with Non-Resident financial institution, etc.</i><br><i>Where it involves remittance/placement of foreign currency fund (e.g. telegraphic transfer) for settlement of education abroad or employment abroad, it is not subjected to the RM1 million or in equivalent aggregate investment limit per calendar year. However, customers must present the relevant supporting documents (such as letter of admission from the foreign educational institution, letter of employment from the company, work permit, etc.) to support the remittance.</i> |
| 6.  | Investment in Foreign Currency Asset Onshore | Making of any payment for: <ol style="list-style-type: none"> <li>Purchase of foreign currency-denominated security or Islamic security offered in Malaysia by a Resident as approved by BNM;</li> <li>Purchase of foreign currency-denominated Financial Instrument or Financial Instrument offered in Malaysia by a Resident as approved by BNM; or</li> <li>Placement into foreign currency account with a licensed onshore bank other than placement for investment abroad.</li> </ol> Note:<br><i>Example of FCA onshore includes funds being converted to foreign currency in Malaysia and is not remitted outward to a another country (e.g. Dual Currency Investment ("DCI"), Foreign Currency Account ("FCA"), Foreign Currency ("FC") Fixed Deposit, FC denominated structured investments, FC denominated bonds/sukuk and any FC denominated deposits or investments.</i>  |
| 7.  | Licensed Onshore Bank                        | A licensed bank and licensed investment bank under Financial Services Act 2013 [Act 758] and licensed Islamic bank under the Islamic Financial Services Act 2013 [Act 759].   |
| 8.  | Non-Resident                                 | <ol style="list-style-type: none"> <li>Malaysian citizen who has obtained permanent resident ("PR") status of a country or territory outside Malaysia and is residing outside Malaysia for more than 182 days;</li> <li>An overseas branch, a subsidiary regional office, sales office or representative office of Resident company;</li> <li>Embassies, consulates, high commissions, superannuation or international organizations; or</li> <li>Any person other than a Resident.</li> </ol>  |
| 9.  | Resident                                     | <ol style="list-style-type: none"> <li>A citizen of Malaysia, excluding a citizen who has obtained PR status in a country or a territory outside Malaysia and is residing outside Malaysia for more than 182 days;</li> <li>A non-citizen of Malaysia who has obtained PR status in Malaysia and is ordinarily residing in Malaysia for more than 182 days;</li> <li>A body corporate incorporated or established, or registered with or approved by any authority in Malaysia;</li> <li>An unincorporated body registered with or approved by any authority in Malaysia; or</li> <li>The Government or any State Government in Malaysia.</li> </ol>  |
| 10. | Securities                                   | Shares, stocks, bonds, notes (other than promissory notes), debentures, debentures stocks, units under a unit trust scheme, a secondary security and coupons, whether in scripless form or in bearer certificates, including certificates of title to securities or any letter of allotment which may be renounced, any letter of rights, any warrants conferring an option to acquire a security, any deposit certificate in respect of securities and such other documents conferring, or containing evidence of rights to securities as may be specified by BNM.   |







**PART 6 - MEMBER EMPLOYMENT DETAILS**

Name of Employer / Company Name

Employer's / Company Address

Town / City  State

Postcode  Country

Nature of Business

|   |   |   |   |
|---|---|---|---|
| <input type="checkbox"/> Financial/Capital Market Institution         | <input type="checkbox"/> Engineering          | <input type="checkbox"/> Medical/Health/Science   | <input type="checkbox"/> Money Services Business                                    |
| <input type="checkbox"/> Government/Regulatory Authority              | <input type="checkbox"/> Education            | <input type="checkbox"/> Hotel/Travel Services  | <input type="checkbox"/> Cash Intensive Business (e.g. Restaurant/Convenient Store) |
| <input type="checkbox"/> Audit/Accounting/Tax/Legal/Company Secretary | <input type="checkbox"/> Telecommunication    | <input type="checkbox"/> Non-Governmental Organisation (NGO)                            | <input type="checkbox"/> Entertainment Outlets/Karaoke/Spa/Massage/Internet Café    |
| <input type="checkbox"/> Offshore Banking/Offshore Trust              | <input type="checkbox"/> Real Estate/Property | <input type="checkbox"/> Business in Low Density Goods (e.g. Mobile phones, Clothing)   | <input type="checkbox"/> Casino/Betting/Gambling Related                            |
| <input type="checkbox"/> Building/Construction Related                | <input type="checkbox"/> Manufacturing        | <input type="checkbox"/> Pawnshop/Dealers in Precious Goods (e.g. Arts, Antiques, Gold) | <input type="checkbox"/> Others: <input type="text"/>                               |

**PART 7 - CONTRIBUTING EMPLOYER DETAILS (To be completed for Employee Worksite only)**

Company Registration No.  Date of Registration / Incorporation  (DDMMYY)

IRB No.

Contact Person Name  Designation

Contact No.  -  Office Email

**7.1 EMPLOYER DECLARATION**

I/We hereby confirm that the applicant is an employee and that his/her name and NRIC number as per our HR records.

Signature

Name / Position

Company Stamp

Date

**PART 8 - PAYMENT & REGULAR CONTRIBUTION DETAILS**

**8.1 PAYMENT DETAILS**

**No Cash Transaction.** All payments must be made via cheque / bank transfer payable to 'KENANGA INVESTORS BERHAD'.

By Personal Cheque / Bank Draft (please provide remittance slip)

Bank Name :

Cheque / Bank Draft No. :

Bank Branch:

Amount (RM) :  -

By Bank Transfer Ref No. :

Amount (RM) :  -

From CTA Account No.

CTA Account Name :

**8.2 REGULAR CONTRIBUTION DETAILS**

I would like to top-up via Regular Investment Mode with the following instructions:  
(For Regular Investment Mode, please complete the MEPS-FPX / Direct Debit Authorisation Form.)

MEPS-FPX

Direct Debit

15th of every month

28th of every month

Bank Account Name :

Bank Account No. :

Bank Name :  Bank Branch :

| Fund Name    | PRS PROVIDER | Sales Charge (%) | Contribution Amount (RM) |  |  |  |
|--------------|--------------|------------------|--------------------------|--|--|--|
| 1.           |              |                  |                          |  |  |  |
| 2.           |              |                  |                          |  |  |  |
| 3.           |              |                  |                          |  |  |  |
| <b>Total</b> |              |                  |                          |  |  |  |

(Note: With your payment instruction above, Kenanga Investors Berhad (KIB) will instruct the Bank to debit your bank account for the investment/contribution amount and KIB will charge and deduct an administration fee of up to RM0.80 for every successful payment using MEPS-FPX / Direct Debit from your investment/contribution. For unsuccessful bank transactions, a service charge of up to RM5 or its equivalent will be deducted from your investment at the end of the month. Regular contribution to new PRS Funds is required to complete a full set of new Account Opening & Application Form.)



## ACKNOWLEDGEMENT TO MEMBER

| 1.4 RECOMMENDATION |           |                         |                             |
|--------------------|-----------|-------------------------|-----------------------------|
| No                 | PRS Funds | Basis of recommendation | PRS Consultant's Name :     |
| 1                  |           |                         |                             |
| 2                  |           |                         | PRS Consultant's Signature: |
| 3                  |           |                         |                             |
| 4                  |           |                         |                             |
| 5                  |           |                         | Date :                      |

## 1.5 DECLARATION

- I agree to provide all the information requested in this form
- I decline to complete this form and I further confirm that any transaction I have decided to make is based on my own judgement.
- I confirm that the information provided herein is accurate, correct and true.
- I acknowledge that I have received the Product Highlights Sheet and / or Disclosure Document.
- I acknowledge that my Consultant has explained the abovementioned PRS fund(s) to me and I am fully aware of the PRS scheme features, direct and in-direct fees and charges as well as applicable investment risks.
- I understand my risk profile and the above recommendation.       I agree with the recommendation.       I choose to purchase a fund not recommended by my PRS Consultant.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

*(Note: Pre-signed and/or pre-thumb printed forms are not allowed by Kenanga Investors Berhad and regulators for the protection of our investors.)*

**WARNING : THE RECOMMENDATION IS MADE BASED ON INFORMATION OBTAINED FROM THE SUITABILITY ASSESSMENT.  
INVESTORS ARE ADVISED TO EXERCISE JUDGEMENT IN MAKING AN INFORMED DECISION IN RELATION  
TO THE UNLISTED CAPITAL MARKET PRODUCT.**

**Kenanga Investors Berhad (199501024358), Level 14, Kenanga Tower, 237, Jalan Tun Razak, 50400 Kuala Lumpur.**

Investor Services Centre T: 1800 88 3737 F: +603 2172 3133 E: investorservices@kenanga.com.my

Member Services Centre T: 1300 88 1PRS (777) E: OnePRS@kenanga.com.my

## GENERAL TERMS AND CONDITIONS

Please read these notes before completing the Account Opening & Application Form as you are bound by them. You must read and understand the contents of the relevant Product Highlights Sheet(s) and Disclosure Document(s) before completing this form. A copy of the Deed will be made available to you upon request. Please check that the PRS Distributor / Consultant servicing you has a valid authorisation and registration card. Pursuant to Regulation 7(1) of the Capital Markets and Services (Private Retirement Scheme Industry) Regulations 2012, this application form should not be circulated unless accompanied by the Disclosure Document.

### A. GENERAL TERMS AND CONDITIONS applicable to PRS providers and PPA (Governed by and construed in accordance with laws of Malaysia)

- 1) Account opening
  - a) The Applicant shall be bound by these terms and conditions, the Disclosure Document, the Supplementary Document(s) (if any) and also the terms and conditions stated in this application form and the webpage of the PRS Provider and the Private Pension Administrator ("PPA"). For further information about the PRS Scheme or Funds with the PRS Provider's webpage at ([www.kenangainvestors.com.my](http://www.kenangainvestors.com.my)) and further information about PPA, please refer to PPA's webpage at [www.ppa.my](http://www.ppa.my).
  - b) The PRS Provider and/or PPA shall be entitled at any time and without prior reference to the Applicant to add, vary or amend any or all of the terms and conditions herein at its sole and absolute discretion.
  - c) Upon submission of this form as well as other supporting documents, the information contained therein will be used by the PRS Provider and PPA for creation of account and record purposes.
  - d) The PRS Provider and PPA shall have the absolute discretion in the opening of an account.
  - e) All instructions and/or information given in writing to the PRS Provider and/or PPA, including this form are binding on the Applicant.
- 2) Personal Data / Information
 

Personal data provided by the Applicant on the application form and details of transactions or dealings by the Applicant provided from time to time thereafter may be used and/or disclosed by the PPA/PRS Provider and/or the PPA/PRS Provider personnel for the following purpose:-

  - a) The use and/or disclosure of the Applicant's personal information to any party where necessary for the completion of any transaction, dealings or in connection with services that the PPA/PRS Provider may provide to the Applicant;
  - b) If required by the applicable laws, regulations, directives, guidelines, regulatory authorities, government authorities and/or court of competent jurisdiction; and
  - c) To any PPA/Kenanga Investors delegates, service providers or any third party that the PPA/Kenanga Investors may engage on the basis that the recipient would continue to maintain confidentiality of the PPA's members personal information.
  - d) Members are also advised to read the PPA/Kenanga Investors Personal Data Protection Notice.
- 3) Change of Contact Details
 

It shall be the Applicant's obligation to notify the PRS Provider and PPA of any change in Applicant's address, email or contact number immediately to ensure continuity in the receipt of communication from PPA.
- 4) Anti-Money Laundering
 

The Applicant hereby warrants that:-

  - a) No person other than the Applicant has or will have any interest in the account (where applicable); and
  - b) All monies as may be paid to the PRS Provider and/or PPA from time to time shall come from a legitimate (and not illegal) source;
  - c) The Applicant agrees to provide all such information and documents as may be necessary to verify the Applicant's identify and do all such acts and things as may be necessary to enable the Provider and/or PPA to comply with all applicable anti-money laundering and counter financing terrorism (AML/CFT) and the governing law, rules and regulations (whether in Malaysia or elsewhere). The Applicant agrees that the PRS Provider and/or PPA shall not be liable or responsible in anyway whatsoever and shall be held harmless against any loss arising as a result of or in connection with any delay or failure to process any application or transaction if such information or documents requested by the PRS Provider and/or PPA have not been promptly provided by the Applicant to the PRS Provider and/or PPA.
  - d) The PRS Provider and/or PPA reserves the right to terminate the relationship if any documents requested pursuant to the AML/CFT requirements are not received within 14 days.
- 5) Category of Investors

| Category  | Qualifying Criteria  |
|---|--|
| Individual/<br>Corporate Investor   | Means any individual or entity other than a high net-worth individual, a high net-worth entity or is an accredited investor as specified below.  |
| High Net-Worth Individual   | <ul style="list-style-type: none"> <li>• An individual whose total net personal assets, or total net joint assets with his or her spouse, exceeds RM3 million or its equivalent in foreign currencies, excluding the value of the individual's primary residence.</li> <li>• An individual who has gross annual income exceeding RM300,000 or its equivalent in foreign currencies per annum in the preceding 12 months.</li> <li>• An individual who, jointly with his or her spouse, has gross annual income of RM400,000 or its equivalent in foreign currencies per annum in the preceding 12 months.</li> <li>• An individual whose total net personal investment portfolio or total net joint investment with his or her spouse, in any capital market products exceeds RM1 million or its equivalent in foreign currencies.</li> </ul>  |
| High Net-Worth Entity   | <ul style="list-style-type: none"> <li>• A corporation with total net asset exceeding RM10 million or its equivalent in foreign currencies based on the last audited</li> <li>• A partnership with total net assets exceeding RM10 million or its equivalent in foreign currencies.</li> <li>• A company that is registered as a trust company under the Trust Companies Act 1949 which has assets under management exceeding RM10 million or its equivalent in foreign currencies.</li> <li>• A corporation that is a public company under the <i>Companies Act 2016</i> which is approved by the Commission to be a trustee under the Capital Markets and Services Act 2007 ("CMSA") and has assets under management exceeding RM10 million or its equivalent in foreign currencies.</li> <li>• A pension fund approved by the Director General of Inland Revenue under the Income Tax Act 1967.</li> <li>• A statutory body established under any laws unless otherwise determined by the Commission .P.U. (A) 52.</li> <li>• A corporation that is carrying on the regulated activity of fund management solely for the benefit of its related corporations and has assets under its management exceeding RM10 million or its equivalent in foreign currencies.</li> </ul> |
| Accredited Investor<br>- exempted from<br>completing Investor<br>Suitability Assessment | <ul style="list-style-type: none"> <li>• Central Bank of Malaysia established under the Central Bank of Malaysia Act 2009.</li> <li>• A licensed person or a registered person</li> <li>• A chief executive officer of a director of any person referred to in paragraphs 3,4,5, 6 and 7.P.U. (A) 51.</li> <li>• A unit trust scheme, private retirement scheme or a prescribed investment scheme.</li> <li>• A closed end fund approved by the Commission.</li> <li>• An Islamic bank licensee or a takaful licensee as defined under the Labuan Financial Services and Securities Act 2010 [705].</li> <li>• A bank licensee or an insurance licensee as defined under the Labuan Financial Services and Securities Act 2010 [Act 704].</li> <li>• An exchange holding company, stock exchange, a derivatives exchange, an approved clearing house, a central depository or a recognized market operator.</li> <li>• A corporation that is licensed, registered or approved to carry on any regulated activity or capital market services by an authority in Labuan or outside Malaysia which exercises functions corresponding to the functions of the Commission.</li> </ul>   |

### When An Investor Suitability Assessment is Required

- The Manager shall conduct a suitability assessment on an investor who wishes to invest in a new unlisted capital market product.
- A suitability assessment need not be conducted where:
  - a. the investor is an accredited investor as defined above;
  - b. the investor is a high net-worth entity that has opted out from being subjected to a suitability assessment;
  - c. it is an execution only transaction when no recommendation is made;
  - d. an investor tops up his investment in an existing unlisted capital market product with the same product distributor who has previously conducted a suitability assessment on the investor; or
  - e. The Manager has conducted a suitability assessment on an investor and recommended to the investor a range of products that takes into account the investor's risk profile then seeks to invest in a product.

### B. PPA'S TERMS AND CONDITIONS

- 1) The PPA members have been informed of the fees payable to the PPA. The PPA fees payable to the PPA are as follow:-
  - a) Account opening fee (RM10)
  - b) Annual fee (RM8). Not payable for the year the account is opened and not payable on the year(s) where no contributions are made.
  - c) Administration fee of 0.04% of the Fund's NAV charged to the funds by PRS Provider.Effective 1 April 2015, Goods and Services Tax (GST) would be applicable to the PPA fees stipulated above. The above fees, inclusive of applicable GST amount, may be collected by the PRS Provider acting on behalf of the PPA. For further information on the PPA's fees and charges, please refer to <http://www.ppa.my/ppa/member-services/prs-transactions/>.
- 2) PPA reserves the right after 6 months of notification to the member to close a PPA account that does not reflect any balance in the PPA account due to the following reasons.
  - a) Full amount withdrawn (upon attaining retirement age)/permanent departure and account has zero units for 6 months; or
  - b) Upon release of the deceased member's funds to beneficiaries/nominees/next-of-kin pursuant to a Letter of Administration or Grant or Probate.
- 3) Variation  
The PPA shall be entitled at any time and without prior reference to the PPA members to add, vary or amend any or all of the terms and conditions herein and/or the PPA's website and/or the joint application form at its sole and absolute discretion.
- 4) PRS Nomination  
Under PRS Nomination Framework launched by PPA effective from 1 August 2017, PRS Members can make PRS Nomination subject to the terms and conditions as stated in the Framework. For more information, PRS Members can refer to PPA website or any PRS Provider or PRS Consultant.

### PRS PROVIDER'S TERMS AND CONDITIONS

Please read these notes before completing the Account Opening & Application Form as you are bound by them. You must read and understand the contents of the relevant Product Highlights Sheet(s) and Disclosure Document(s) before completing this form. A copy of the Deed will be made available to you upon request. Please check that the PRS Distributor / Consultant servicing you has a valid authorisation and registration card. Pursuant to Regulation 7(1) of the Capital Markets and Services (Private Retirement Scheme Industry) Regulations 2012, this application form should not be circulated unless accompanied by the Disclosure Document.

#### Eligibility

Applicant must be at least 18 years of age at the date of application.

#### PRS Account

All contributions made to the OnePRS Scheme will be allocated and maintained in 2 sub-accounts:

- a) Sub-account A - 70% of all contributions made to any fund within the PRS Scheme and/or Shariah PRS Scheme cannot be withdrawn until the member reaches the retirement age;
- b) Sub-account B - 30% of all contribution made to any fund within the PRS Scheme and/or Shariah PRS Scheme and can be withdrawn once a year upon payment of a tax penalty. The PRS Provider would need to deduct the applicable tax penalty of 8% from the withdrawn amount before making payment to you.

#### Fund Selection

Applicant is entitled to select to invest into the following options:

- a) Default option - Where an applicant does not select a fund under the PRS, the PRS provider will automatically allocate the contribution into the default selection option that corresponds to the age of the member, as specified below:

| Age  | Scheme Default Option | Shariah Scheme Default Option |
|--|-----------------------|-------------------------------|
| Below 45 years                                       | PRS Growth Fund       | Shariah PRS Growth Fund       |
| 45 years and above but have not yet reached 55 years | PRS Moderate Fund     | Shariah PRS Moderate Fund     |
| 55 years and above                                   | PRS Conservative Fund | Shariah PRS Conservative Fund |

- b) Self-Selection Option - where an applicant decided to invest according to his/her risk and return profile.

#### Minimum initial and additional contribution amount

The minimum initial and additional contribution amount vary between PRS Provider. You must read and understand the contents of the relevant Product Highlights Sheet(s) and Disclosure Document(s) before completing this form or such other amount as the PRS Provider may decide from time to time.

#### Good and Services Tax

All fees and charges payable to the Manager and the Trustee are subject to goods and services tax as may be imposed by the government or other authorities from time to time.

#### Units Pricing

Units will be transacted based on forward pricing prevailing at the time the request is received by the PRS Provider.

Units will be credited based on the closing NAV price of the day.

#### Rights of the PRS Provider

- a) The PRS Provider reserves the right to accept or reject any application without disclosing any reason.
- b) The PRS Provider reserves the right to accept or reject any application if any documents requested pursuant to the AML / CFT requirements are not received within 14 business days. In the event of rejection, units will be redeemed at the closing NAV price on the 15th business day.
- c) The PRS Provider reserves the right to terminate any relationship without assigning reasons in respect thereof.
- d) The PRS Provider reserves the right to decide and make any changes to the Terms and Conditions.

#### Mode of payment for the contribution

- a) The Applicant is required to submit this form together with the payment for the contribution and/or proof of payment. All payments made must be honoured.
  - i) Cheque-Required to submit a copy of the cheque deposit slip stating the Applicant's name and identification card number / PPA account number as proof of payment.
  - ii) Online/Telegraphic Transfer-Required to submit a copy of the online / telegraphic transfer statement as proof of payment.
- b) If an application is rejected, the payment made will be returned (without interest) by the PRS Provider by cheque or by telegraphic transfer (at the cost of Applicant) within 10 business days from the date of application.
- c) The PRS Provider shall not in any way be liable to pay interest to the Applicant for any monies held by the PRS Provider for any reason(s) whatsoever.

### Investment Choice

The Applicant may choose to invest using the default or self-selective options. If the Applicant does not select a fund under the scheme, all contributions to the scheme will be automatically allocated in accordance with the default option, which means that the contributions will be allocated for the purchase of units in the following core funds depending on the Applicant's age at the time of contribution. For members that are investing under the default option, they will be notified in writing at least 1 month before attaining the age of 45 or 55 as the case may be, that their investments in the core funds will be automatically switched in accordance with the rules of the default option unless the PRS Provider has been instructed otherwise.

The Applicant who invests in KIB as IPRA has no right to vote.

### Direct Debit / MEPS-FPX Authorisation

Upon bank's approval of the Direct Debit / MEPS-FPX application, units will be credited based on the closing NAV of the deduction day. This authorisation will remain in force until terminated by the Bank's written notice sent to the unit holder's addresses last known to the Bank or upon the Bank receipt of unit holder's written revocation. The applicant hereby agrees to be responsible for all the consequences that may arise in the PRS Provider agreeing to provide the Direct Debit / MEPS-FPX and hereby undertake and agree to indemnify the PRS Provider at all times, and keep the PRS Provider fully and completely indemnified from and against any and all actions, claims and demands whatsoever that may arise with Direct Debit / MEPS-FPX authorisation.

### Payment, Confirmation Advice and Statements

Payment, confirmation advices, statements and other documents shall be sent at the risk of the applicant to the applicant's correspondence address as stated in this Account Opening & Application Form. If the applicant fails to notify the PRS Provider in writing of any errors in the confirmation advice within 14 days, or in the statement within 14 days of issue, the applicant shall be deemed to have waived any right to raise an objection or to pursue any remedies against the PRS Provider or the Scheme Trustee.

### Documents required

The Applicant shall provide the following documents:

- a) For initial contribution, a duly completed Account Opening & Application Form of KIB and account opening of the respective fund houses (if applicable) must be forwarded together with NRIC (photocopy of both sides) / passport.
- b) For top-up (additional contribution) / additional fund purchase, please ensure the PRS account number, name and NRIC number are written on the Transaction Form.

The Applicant agrees that the PRS Provider shall not be liable or responsible in anyway whatsoever and shall be held harmless against any loss arising as a result or in connection with any delay or failure to process any application or transaction; if such information or document requested by the PRS Provider have not been promptly provided by the Applicant to the PRS Provider.

### Set Off

The PRS provider is entitled to set off any monies in relation to the account against any fees, or charges permitted to be charged under the Disclosure Documents and/or any regulations and guidelines, due to the PRS Provider from time to time.

### Liability

The PRS Provider shall act in good faith and using the highest standard of skill and care and exercise all due diligence and vigilance expected from a reputable fund PRS Provider, the PRS Provider shall not be liable for any liabilities, claims, loss, damage or litigation costs resulting from any error of fact or judgement or from action taken by the PRS Provider so long as there has been no willful default or bad faith on its part. For the purpose of carrying out its duties under this Terms and Conditions the PRS Provider shall have the powers of a natural person to deal with the Fund and/ or Portfolio and to do all things and execute all documents necessary for the purpose of managing the Fund and/ or Portfolio.

### Indemnity

The Applicant hereby agrees to indemnify the PRS Provider, Scheme Trustee and any of their PRS Consultant(s) against any damages, loss, costs, expenses and claims which may be made against the

- (i) the Member Account Opening & Application Form; or
- (ii) in connection with the PRS Provider accepting, relying on or acting on any instructions given by or on behalf of the Applicant, except due to the willful default or negligence of the PRS Provider.

### Money Laundering Statements

Applicant hereby warrants that all monies as may be paid to the PRS Provider from time to time shall come from a legitimate (and not illegal) source.

### Loan Financing Statement

Contributing in a private retirement scheme with borrowed money is more risky than investing with your own savings. You should assess if loan financing is suitable for you in light of your objectives, attitude to risk and financial circumstances. You should be aware of the risks which would include the following:

- i. The higher the margin of financing (that is, the amount of money you borrow for every Ringgit of your own money which you put in as deposit or down payment) the greater the loss and gain on your investment.
- ii. You should assess whether you have the ability to service the repayments on the proposed loan. If your loan is a variable rate loan and if interest rate rises, your total repayment amount will be increased.
- iii. If unit prices fall beyond a certain level, you may be asked to provide additional acceptable collateral (where units are used as collateral) or pay additional amount on top of your normal installments. If you fail to comply within the prescribed time, your units may be sold to settle your loan.
- iv. Returns on investment are not guaranteed and may not be earned evenly over time. This means that there may be some year where returns are high and other years where losses incurred instead. Whether you eventually realise a gain or incur loss may be affected by the timing of the sale of your units. The value of units may fall just when you want your money back even though the investment may have done well in the past.

This brief statement cannot disclose all the risks and other aspects of loan financing. You should therefore study the terms and conditions before you decide to take the loan. If you have doubts in respect of any aspect of this Risk Disclosure Statement or the terms of the loan financing, you should consult the institution offering the loan.

## PERSONAL DATA PROTECTION NOTICE

At Kenanga Group (consists of Kenanga Investment Bank Berhad and its group of companies including subsidiaries and related companies), we respect your Personal Data and strive to ensure that your Personal Data is protected in accordance with the laws of Malaysia. The security of your Personal Data is important to us and we shall maintain appropriate physical, technical and organizational measures needed to ensure the security and confidentiality of your Personal Data.

We may store and process your Personal Data on our computers and/or systems wherever located and in any other medium. We may retain your Personal Data up to the maximum period permitted for legitimate business purposes, legal, regulatory and internal requirements. We may, over time, delete these records if they are no longer necessary or permissible by law.

Some pages on our website may include links to third party websites. These sites are governed by their own privacy statements and we are not responsible for their privacy practices, operations and contents of the said links. You are advised to review the privacy statements of these sites before furnishing any information. Please remember that internet communications are not secure. We cannot accept any responsibility for unauthorised access by a third party and/or the corruption of information/data being sent by any individuals to us via internet communications or electronic mail.

Kenanga Group will collect, process and use your Personal Data in accordance with this Personal Data Protection Notice ("PDP Notice"). This PDP Notice describes the type of Personal Data we collect and how we collect it, how such Personal Data is used, the parties that we disclose the Personal Data to, the choices we provide and your rights over your Personal Data including how to access and update your Personal Data.

### Types of data and information we collect

We collect and process your personal data and information including but not limited to, information to establish your identity and background (including your images), contact details, financial data, creditworthiness information, location data, audio recordings and other information that you provide when you apply for any of our products and/or services ("Personal Data"). We may obtain these Personal Data from yourself or from variety of sources, including when you apply for any of our products and services; through your relationship with us; through your mobile devices; from recordings of Closed Circuit Television (CCTV) installed at our premises; from any analysis of the way you use and manage your account/facility with us; publicly available sources or registries; government authorities and/or law enforcement agencies; from third parties or other sources in respect of which you have given your consent to disclose the Personal Data and/or where not otherwise restricted; and/or from any information that is supplied and/or collected when you visit our websites which include your mobile device or computer's IP address or from any information that is collected via cookies in some of our websites. We use cookies for a number of purposes, including to store your preference for certain types of information or products, further analysis for the purpose of providing products and services to you, to improve our products and/or to personalize our services to you. You may adjust settings on your browser and/or mobile device so that you will be notified when you receive a cookie or other similar tracking tools. Please refer to your browser documentation to check if the tracking tools have been enabled on your computer and/or mobile device or to request not to receive cookies or to disable cookies if you do not wish to have information collected via the use of cookies.

### Use and Disclosure of Personal Data

We may use, process and/or disclose your Personal Data for the following purposes in and/or outside Malaysia ("Purpose"):-

- to assess and process your applications for our products and/or services;
- to manage and maintain your accounts/facilities with us;
- to conduct credit checks and assisting other financial institutions to conduct credit checks;
- to evaluate your financial needs;
- for crime or fraud detection, investigation, prevention, prosecution and compliance with sanctions, including know your customer (KYC) and regular politically exposed persons (PEP) screening;
- to respond to the requirements of a civil or criminal legal process, government and/or any regulatory body, and/or for regulatory compliance purpose and/or as required by law or regulation (including the European Union member states);
- for debt collection and enforcement of your obligations to us;
- for market research and statistical analysis and surveys with the aim of improving our products and services;
- to provide you with information on our and third party products and services which may be of interest to you;
- to compare information/data for accuracy of our record, and verify with third parties;
- to research, design and improve our products and services, operational and business processes;
- to support our business, financial and risk monitoring, planning and decision making;
- to handle complaints and queries;
- for audit, compliance and risk management
- to transfer or assign our rights and duties under any governing terms and conditions between us and yourself;
- to perform shared services within Kenanga Group
- for the outsourcing of business and back room operations of Kenanga Group;
- for security reasons in particular Personal Data collected from CCTVs installed at our premises or any other security surveillance systems;
- for the transfer, storing and processing of your Personal Data to a cloud service provider whether within Malaysia or outside Malaysia in order to carry out any of the Purposes stated in this PDP Notice;
- to transfer your Personal Data to foreign jurisdictions to enable any cross border transactions, for the performance of a contract, for the purposes of legal proceedings, upon written request from a foreign regulatory or government authority or body, to protect your vital interest or where it is in the public interest to do so; and/or
- for any other purposes that is required or permitted by any law, regulation, order and/or guidelines.

The disclosure of your Personal Data may involve the transfer of your Personal Data to places outside of Malaysia, and by providing us your Personal Data, you agree to such a transfer where it is required to provide you the services you have requested, and for the performance of any contractual obligations you have with Kenanga Group including for storage purposes.

It is possible that in the future we could merge with, or be acquired by, another company. If such an acquisition occurs, you consent to the successor company having access to your Personal Data maintained by us, including account information, and such successor company would continue to be bound by this PDP Notice unless and until it is amended.

You may have provided personal and financial information relating to others (including but not limited to joint applicant, spouse, related parties and/or emergency contact persons) for the Purpose. In such cases, you represent and warrant that you have their consent or are otherwise entitled to provide their information to us to be used, processed and/or disclosed in accordance with this PDP Notice. Where your Personal Data has been provided to Bursa entity (which shall include Bursa Malaysia Berhad, Bursa Malaysia Securities Berhad, Bursa Malaysia Securities Clearing Sdn Bhd, Bursa Malaysia Depository Sdn Bhd, Bursa Malaysia Derivatives Clearing Berhad, and Bursa Malaysia Derivatives Berhad) (collectively, "Bursa") for any of the Purpose, including any legal and regulatory purposes, you hereby agree for the processing of your Personal Data by Bursa in accordance with the terms of the Bursa's personal data notice as provided under [www.bursamalaysia.com](http://www.bursamalaysia.com).

### Disclosure of your Personal Data

Your Personal Data held by us shall be kept confidential. However, in order to provide you with effective and continuous products and services and subject at all times to any laws, regulations and guidelines, we may need to disclose your Personal Data to the following parties:

- the other entities within Kenanga Group, and its agents, affiliates and associates;
- professional advisers, contractors, service providers, debt collection agencies and our other agents with whom we have contractual agreements for some of our functions and services;
- credit reference agencies, rating agencies, insurers or insurance brokers;
- financial service providers in relation to the products and services that you have with us;
- any actual or potential participants or assignee or transferee of our rights and/or obligations under any transaction between us and you;
- any guarantor or security provider for the products and/or services granted by us to you;
- any authorities or regulators, including foreign regulators for the performance of their functions, or any party as required by any law or any government, quasi-government, administrative, court or tribunal;
- strategic/business partners with whom Kenanga Group have a relationship with for specific products and services;
- any person connected to the enforcement or preservation of any of our rights under your agreements with us; and/or
- any party authorized and/or consented to by you.

## PERSONAL DATA PROTECTION NOTICE

### Marketing Communications

We may also use your Personal Data to market Kenanga Group's products and services and to deliver targeted marketing and advertising, service updates, promotional offers and for the purposes of cross-selling within Kenanga Group. As such you may receive marketing communications from us or Kenanga Group for direct marketing and cross-selling marketing activities. For the purposes of direct marketing, your Personal Data would or may be disclosed to third parties which would include merchants and strategic business partners of Kenanga Group. You may tell us at any time if you do not wish to receive marketing communications from us by writing to the designated Data Officer, providing your full name, NRIC/Passport number (as applicable) and account details and details of any products or services you may have with us.

We may, from time to time, have information on third parties' promotions, products and services which may be of interest to you. Unless you have opted to receive marketing materials in regards to third parties' promotions, products and/or services by writing to us, you will not receive any marketing communications on such marketing materials. By agreeing to receive the marketing materials, you have consented to the disclosure of your Personal Data to any such third parties for marketing purposes as stipulated in this PDP Notice.

### Access/Correct/Update to Information

You are entitled to review the Personal Data that we may have collected about you and request correction of the Personal Data. If there are any changes to your Personal Data or if you believe that the Personal Data we have about you is inaccurate, incomplete, misleading or not up-to-date, please write to our Data Officer setting out the details of your request and your name and NRIC/Passport number, or you may make a request to us via our Data Access/Update/Correction Request Form. A fee may be charged for this service. We shall correct or update the information/data as soon as possible. The Data Officer may request information or documents from you to verify the authenticity of the person making the request and any information relating to the corrections requested.

### Erasure and Restriction of Processing

We allow you the opportunity to remove yourself and any information about you (save for information which is necessarily retained by us to comply with legal or regulatory requirements, storage purposes, or if there are valid grounds under the law to do so, such as legal claims etc) from our database or require us to cease processing all or part of your Personal Data by submitting a written notification addressed to our Data Officer. We will require a reasonable amount of time to process such notices. Please note that after deleting your Personal Data, we may not be able to provide the same level of servicing to you as we will not be aware of your preferences. We reserves the right to take the necessary actions if we feel that such removal or cessation would not allow us to provide our products and services or fulfill our obligations in a satisfactory manner. This includes our entitlement to refuse to provide or cease providing any facilities, products or our services to you. Where you have requested that we erase your Personal Data that we have made public and there are valid grounds for erasure, we will use reasonable and cost effective steps to inform others that are displaying your Personal Data or providing links to the Personal Data to erase your Personal Data too.

### Portability

You have the right to receive your Personal Data which you have provided to us in a structured, commonly used and machine-readable format and a right to request that we transfer such Personal Data to another party. If you wish for us to transfer the Personal Data to another party, we can only do so where it is technically feasible. We are not responsible for the security of the Personal Data or its processing once received by the third party. We also may not provide you with certain Personal Data if providing it would interfere with another person's rights (e.g. where providing the Personal Data we hold about you would reveal information about another person).

### Profiling

We process some of your data automatically, with the goal of assessing certain personal aspects (profiling). For example we use profiling due to certain legal and regulatory requirements, to combat money laundering, terrorism financing, fraud, assessment of risk and offences that pose a danger to assets.

### E-Services

You hereby consent to the transmission by electronic means of your Personal Data through our E-Services, such consent shall be effective at all times that you access and/or use the E-Services.

### Enquiries and Complaints

You have the right to object at any time to the processing of your personal data for direct marketing purposes, and profiling to the extent related to direct marketing and to the extent permitted under the EU General Data Protection Regulations (GDPR), and to the processing of your personal data for the Purpose. Any queries, requests, concerns, complaints or exercise of your rights regarding the use of your Personal Data may be raised to the respective Data Officer below:-

Data Officer  
Kenanga Investors Berhad,  
Level 14, Kenanga Tower,  
237, Jalan Tun Razak,  
50400 Kuala Lumpur, Malaysia.  
Toll Free : 1-800-88-3737  
Email: investorservices@kenanga.com.my

In applying for, using or continuing to use our services, including any other contractual relationship which you may have with us, you shall be deemed to have accepted and consented to the terms of this PDP Notice. If you do not consent to the terms herein, kindly contact us at the abovementioned contact details.

### Changes to the PDP Notice

Please note that we may update this PDP Notice from time to time via posting on our website. You are advised to periodically view our website for any updates or the most current version of our PDP Notice. Your continued usage of our services or continued relationship with us shall be deemed as acceptance of any updates, revisions or amendments made to our PDP Notice.

### Language

This Notice is issued in both the English and Malay languages. In the event of any inconsistency between these two versions, the English version shall prevail.

### Consent and Acknowledgement

By providing us with your Personal Data, you hereby consent to the use, processing, transfer and/or disclosure of your Personal Data in accordance with this PDP Notice.

### If You Are a Corporation (Non-Individual)

In the event you have provided/disclosed Personal Data of individual third parties including but not limited to your directors, individual shareholders, employees, authorized signatories, agents, representative or otherwise, you hereby represent and warrant to us that you have the consent of such third parties and are entitled to provide their Personal Data to us to be used, processed and/or disclosed in accordance with this PDP Notice.

**FATCA and CRS for INDIVIDUAL - PRINCIPAL HOLDER  
(FOR INTERNAL USE ONLY)**

Customer Name: \_\_\_\_\_ NRIC/Passport/Other ID: \_\_\_\_\_

**PART A : CONFIRMATION AND ACKNOWLEDGEMENT BY SALES REPRESENTATIVE / BRANCH**

**1. FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA) CHECKLIST**

**Part I - FATCA Documentation Checklist**

*To fill up below only if customer has declared as being "Non-U.S. person" above. (To be completed by sales representative / branch)*

| FATCA checklist   | Confirmed / Not confirmed  | Instruction:   |
|---|--|--|
| <b>Passport</b>   |  |  |
| Customer has not provided a U.S. passport   | <input type="checkbox"/> Confirmed<br><input type="checkbox"/> Not confirmed | If any of the checklist on the left have "Not confirmed" answers, to request customer change declaration above to "U.S. Person". |
| Nationality   |  |  |
| Customer does not have U.S. passport  | <input type="checkbox"/> Confirmed<br><input type="checkbox"/> Not confirmed | If any of the checklist on the left have "Not Confirmed" answers, to obtain Form W-8BEN from customer.                           |
| <b>Non U.S. Paspport</b>  |  |  |
| Customer's country of birth is not in the U.S.<br><u>Note</u> : If country of birth is in U.S., check that the customer has either;<br>1) Provided a "Certificate of Loss of Nationality" or<br>2) Checked the declaration under item 2.1 FATCA Declaration   | <input type="checkbox"/> Confirmed<br><input type="checkbox"/> Not confirmed |  |
| <b>Address</b>  |  |  |
| (i) Customer has not provided a permanent address or mailing address within the U.S.  | <input type="checkbox"/> Confirmed<br><input type="checkbox"/> Not confirmed |  |
| (ii) Customer has not provided, as the only address for this account, a:<br>• PO Box ("hold mail") or<br>• "in care of" address<br><br><u>Note</u><br>Please select "Confirmed" for this checklist, <u>only</u> if the customer has checked the declaration (2) in Section B above, <u>that the only</u> address the customer has, is a:<br>• PO Box ("hold mail") or<br>• "in care of" address | <input type="checkbox"/> Confirmed<br><input type="checkbox"/> Not confirmed |  |
| <b>Telephone number</b>   |  |  |
| Customer has not provided <u>only</u> a U.S. telephone number (country code + 1).   | <input type="checkbox"/> Confirmed<br><input type="checkbox"/> Not confirmed |  |
| <b>Others</b>   |  |  |
| Customer has not provided any other indication of being U.S. citizen or resident.<br>If "Not confirmed", please list the identified indication : _____<br>_____   | <input type="checkbox"/> Confirmed<br><input type="checkbox"/> Not confirmed |  |

**Part II - FATCA Confirmation and Acknowledgement by Sales Representative / Branch**

Based on the abovementioned declarations and assessments, the customer(s)' FATCA classification is:

1. U.S. Person       3. Recalcitrant customer with U.S. Indicia. (Non U.S. Customers with U.S. Indicia who do not provide Form W-8BEN)  
 2. Non U.S. Person       4. Recalcitrant customer with U.S. Person (U.S. Customers who do not provide Form W-9)  
 I confirm that the required account opening checks have been performed for the customer listed above and the necessary documents have been provided to the customer, where applicable.

**2. COMMON REPORTING STANDARD (CRS) CHECKLIST**

**CRS Confirmation and Acknowledgement by Sales Representative / Branch**

- I confirm that based on the information obtained in connection with the opening of accounts, including any documentation collected pursuant to the KYC/AML procedures, there is no reason to know that the self-certification provided by the Customer is incorrect or unreliable.

**Confirmation and Acknowledgement by Sales Representative / Branch on compliance with Section 1 (FATCA) and Section 2 (CRS)**

|                      |                      |                      |
|----------------------|----------------------|----------------------|
| Name:                | Signature:           | Date:                |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

**FATCA and CRS for INDIVIDUAL - PRINCIPAL HOLDER  
(FOR INTERNAL USE ONLY)**

Customer Name: \_\_\_\_\_ NRIC/Passport/Other ID: \_\_\_\_\_

**PART B : CONFIRMATION BY COLLECTION BRANCH**

**1. FATCA Confirmation by Collection Branch**

I have reviewed and verified the information against the documents received and confirm that the necessary have been completed, where applicable.

**2. CRS Confirmation by Collection Branch**

I confirm that based on the information obtained in connection with the opening of accounts, including any documentation collected pursuant to the KYC/AML procedures, there is no reason to know that the self-certification provided by the Customer is incorrect or unreliable.

**Confirmation and Acknowledgement by Collection Branch on compliance with Section 1 (FATCA) and Section 2 (CRS)**

Name:  Signature:  Date:

**PART C : CONFIRMATION BY OPERATIONS / BACK OFFICE**

**1. FATCA Confirmation by Operations/Back Office**

I have entered into the system, the customer(s)' FATCA status accordingly as stated in Part II above.

**2. CRS Confirmation by Operations/Back Office**

Based on the declaration by the Customer, I have entered into the system the following:

the Customer's name, residence address, date of birth, country/jurisdiction of tax residence and the TIN.

**Confirmation and Acknowledgement by Operations / Back Office on compliance with Section 1 (FATCA) and Section 2 (CRS)**

Name:  Signature:  Date:

**NEW ACCOUNT DOCUMENTATION REQUIREMENT CHECKLIST (FOR OFFICE USE ONLY)**

| <b>PRIVATE RETIREMENT SCHEME ACCOUNT</b>   | <b>Submitted</b> | <b>Remarks</b> |
|--|------------------|----------------|
| Member Suitability Assessment  |                  |                |
| Member FATCA & CRS Declaration   |                  |                |
| Member Account Opening Form (For KIB Funds Only)   |                  |                |
| Employee Worksite Enrolment Form (For KIB Funds Only)  |                  |                |
| Member Account Opening Form (For Non-KIB Funds Only)   |                  |                |
| Money Laundering Risk Profiling Checklist (MLRPC) with Enhanced Due Diligence (where applicable) |                  |                |
| Photocopy of NRIC/Passport/Other ID for all Account Holders (original sighted)                   |                  |                |
| For Non-KIB Funds - Respective PRS Provider(s)' Forms  |                  |                |
| Others (if applicable) - e.g. Work Permit, Student Visa  |                  |                |