

**OBJECTIVES:** The purpose of Investor Suitability Assessment is to understand your capacity to accept investment risk and will guide you in selecting your investments.

**INSTRUCTIONS:** Please choose the statement that most closely defines your needs or best describes your situation. Circle the box that corresponds to your choice.

### 1. COMPANY DETAILS

<b>Company Registered Name</b> : (As per Certificate of Incorporation)	<b>Place of Incorporation</b> :
<b>Company / Registration No.</b> :	<b>Review Date</b> :

### 2. FINANCIAL CAPACITY

Please tick (✓) the appropriate box and fill in your score in the column provided.

	SCORE
1. What is your company's investment objective? <input type="checkbox"/> Capital preservation (1) <input type="checkbox"/> Income (2) <input type="checkbox"/> Balanced (3) <input type="checkbox"/> Income and Growth (4) <input type="checkbox"/> Growth (5)	
2. What is your company current portfolio? <input type="checkbox"/> Money market funds savings and deposits(1) <input type="checkbox"/> Bonds (2) <input type="checkbox"/> Unit trusts (equity & bond) (3) <input type="checkbox"/> Stocks and shares (4) <input type="checkbox"/> Derivatives (5)	
3. How long do your company plan to invest? <input type="checkbox"/> < 1 year (1) <input type="checkbox"/> 1 - 3 years (2) <input type="checkbox"/> 4 - 6 years (3) <input type="checkbox"/> 7 - 10 years (4) <input type="checkbox"/> > 10 years (5)	
4. How much is your company's latest audited profit? <input type="checkbox"/> RM0 - RM100K (1) <input type="checkbox"/> RM100,001-RM200K (2) <input type="checkbox"/> RM200,001-RM300K (3) <input type="checkbox"/> RM300,001-RM400K (4) <input type="checkbox"/> > RM400K (5)	
5. How much is your company's latest audited liability? <input type="checkbox"/> > RM1,000,000 (1) <input type="checkbox"/> RM700,001-RM1Mil (2) <input type="checkbox"/> RM400,001-RM700K (3) <input type="checkbox"/> RM100,001-RM400K (4) <input type="checkbox"/> ≤ RM100,000 (5)	
6. What is your risk tolerance? <input type="checkbox"/> Conservative. I am a risk averse investor (1) <input type="checkbox"/> Moderate. Able to tolerate some risk (3) <input type="checkbox"/> Aggressive. Able to tolerate high risk (5)	
<b>Total Risk Profile Score</b>	

### 3. RISK PROFILE

Risk Score : Less than 10 Conservative (Low)	Risk Score : 11 - 19 Moderate (Medium)	Risk Score : 20 and above Aggressive (High)
Your risk profile indicates that you can only tolerate minimal downside risks and potential capital loss.	Your risk profile indicates that you can only tolerate moderate downside risks and potential capital loss.	Your risk profile indicates that you can tolerate relatively high market volatility and potential capital loss.

### 4. RECOMMENDATION (To be completed by authorised distributor)

<b>Investment Fund / Portfolio:</b>		
1.	4.	
2.	5.	
3.	6.	
I recommended the above investment fund/portfolio to the Company	<input type="checkbox"/> Yes <input type="checkbox"/> No	
If <b>YES</b> , the reason for recommendation ( <i>multiple answers allowed</i> )	<input type="checkbox"/> Suitable to investor's risk profile <input type="checkbox"/> In line with investor's investment objectives and investment horizon <input type="checkbox"/> Complements investor's portfolio of products to meet financial goals <input type="checkbox"/> Others: _____ ( <i>please specify</i> )	
If <b>NO</b> , the reason for the non-recommendation ( <i>multiple answers allowed</i> )	<input type="checkbox"/> Not suitable to investor's risk profile <input type="checkbox"/> Not in line with investor's investment objective and investment horizon <input type="checkbox"/> Others: _____ ( <i>please specify</i> )	
_____	_____	_____
<b>Consultant's Signature</b>	<b>Consultant's Name</b>	<b>Date</b>

**5. DECLARATION BY INVESTOR**

The authorised distributor has explained and I/we have understood the features and the risks of the recommended investment fund/portfolio.

Yes  No

All information disclosed herein is true, complete and accurate.

Yes  No

I/We acknowledge receipt of the copy of the Product Highlights Sheet and the relevant Disclosure Document (e.g. Prospectus, Information Memorandum, etc.) which have been given to us.

Yes  No

This is also to confirm that I/we shall notify in writing to Kenanga Investors Berhad should there be any change in our risk profile.

Yes  No

**If Applicable:**

I/We decline to provide certain information required for product suitability assessment and that this may adversely affect our suitability assessment. *(This is only applicable to High net worth entities and accredited investors only)*

Yes

I/We have decided to purchase another unlisted capital market product that is not recommended by the authorised distributor.

Yes

\_\_\_\_\_  
Authorised Signatory

\_\_\_\_\_  
Authorised Signatory

\_\_\_\_\_  
Common Seal / Company Stamp

\_\_\_\_\_  
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](mailto:investorservices@kenanga.com.my)

## ACKNOWLEDGEMENT TO INVESTOR

## 4. RECOMMENDATION (To be completed by authorised distributor)

Investment Fund / Portfolio:	
1.	4.
2.	5.
3.	6.
I recommended the above investment fund/portfolio to the Company	<input type="checkbox"/> Yes <input type="checkbox"/> No
If YES, the reason for recommendation (multiple answers allowed)	<input type="checkbox"/> Suitable to investor's risk profile <input type="checkbox"/> In line with investor's investment objectives and investment horizon <input type="checkbox"/> Complements investor's portfolio of products to meet financial goals <input type="checkbox"/> Others: _____ <p style="text-align: center;"><i>(please specify)</i></p>
If NO, the reason for the non-recommendation (multiple answers allowed)	<input type="checkbox"/> Not suitable to investor's risk profile <input type="checkbox"/> Not in line with investor's investment objective and investment horizon <input type="checkbox"/> Others: _____ <p style="text-align: center;"><i>(please specify)</i></p>

\_\_\_\_\_  
Consultant's Signature\_\_\_\_\_  
Consultant's Name\_\_\_\_\_  
Date

## 5. DECLARATION BY INVESTOR

The authorised distributor has explained and I/we have understood the features and the risks of the recommended investment fund/portfolio.	<input type="checkbox"/> Yes <input type="checkbox"/> No
All information disclosed herein is true, complete and accurate.	<input type="checkbox"/> Yes <input type="checkbox"/> No
I/We acknowledge receipt of the copy of the Product Highlights Sheet and the relevant Disclosure Document (e.g. Prospectus, Information Memorandum, etc.) which have been given to us.	<input type="checkbox"/> Yes <input type="checkbox"/> No
This is also to confirm that I/we shall notify in writing to Kenanga Investors Berhad should there be any change in our risk profile.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>If Applicable:</b> I/We decline to provide certain information required for product suitability assessment and that this may adversely affect our suitability assessment. <i>(This is applicable to High net worth entities and accredited investors only)</i>	<input type="checkbox"/> Yes
I/We have decided to purchase another unlisted capital market product that is not recommended by the authorised distributor.	<input type="checkbox"/> Yes

\_\_\_\_\_  
Authorised Signatory\_\_\_\_\_  
Authorised Signatory\_\_\_\_\_  
Common Seal / Company Stamp\_\_\_\_\_  
Date

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<b>Investor Category:</b> <input type="checkbox"/> Accredited Investor <input type="checkbox"/> High Net Worth Entity Opt out option: <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Investment Selection:</b> <input type="checkbox"/> Kenanga Stand Alone Funds <input type="checkbox"/> Kenanga AMP Plus Service <input type="checkbox"/> AMP1 <input type="checkbox"/> AMP2 <input type="checkbox"/> Shariah AMP2 <input type="checkbox"/> AMP _____	Adviser Code : _____ Adviser Name : _____ BDM Name : _____
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In accordance with the requirement of the Capital Market and Services Act 2007, this form should not be circulated unless accompanied by the latest prospectus or information memorandum and supplemental thereto (if any). You should read and understand the contents of the latest prospectus or information memorandum and supplemental thereto (if any) and product highlights sheet before completing this form. Please complete in **BLOCK LETTERS** and in **BLACK INK ONLY**. **All fields are mandatory. Please indicate N/A if not applicable.**

### PART 1 - PARTICULARS OF CORPORATE APPLICANT

<b>Company Registered Name</b>			
(As per Certificate of Incorporation)			
<b>Company / Registration No.</b>		<b>Date of Registration / Incorporation</b>	____ - ____ - ____
		(DD-MM-YYYY)	
<b>Country of Registration / Incorporation</b>	<input type="checkbox"/> Incorporated in Malaysia <input type="checkbox"/> Incorporated outside Malaysia, specify country _____		
	<b>For US Residents only. US Taxpayer ID No.</b>		
<b>Bumi Status</b>	<input type="checkbox"/> Bumiputra <input type="checkbox"/> Non-Bumiputra		
<b>Business Type</b>	<input type="checkbox"/> Sendirian Berhad <input type="checkbox"/> Berhad <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Association / Club / Society <input type="checkbox"/> Government / Statutory Bodies <input type="checkbox"/> Cooperative <input type="checkbox"/> Trustee Company <input type="checkbox"/> Foreign Company		
<b>Nature of Business</b>	<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"/> Telecommunications <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: _____ <span style="font-size: x-small; display: block; text-align: right;">(Please specify)</span>		
<b>Estimated Net Worth</b>	<input type="checkbox"/> Below RM50K <input type="checkbox"/> RM50K - RM100K <input type="checkbox"/> RM100K - RM200K <input type="checkbox"/> RM200K - RM500K <input type="checkbox"/> RM500K - RM1Mil <input type="checkbox"/> RM1Mil - RM3Mil <input type="checkbox"/> Above RM3Mil		
<b>Correspondence Address</b>			
<b>Town / City</b>		<b>State</b>	
<b>Postcode</b>		<b>Country</b>	
<b>Tel No.</b>		<b>Fax No.</b>	
<b>1st Contact Person Name</b>			
<b>Designation</b>		<b>Department</b>	
<b>Contact No.</b>		<b>Office</b>	
		<b>Mobile</b>	
<b>Office Email*</b>			
<b>2nd Contact Person Name</b>			
(If applicable)			
<b>Designation</b>		<b>Department</b>	
<b>Contact No.</b>		<b>Office</b>	
		<b>Mobile</b>	
<b>Office Email*</b>			
(*Note on Email: By virtue of completing the email column above, you are deemed to have consented to receive communication, information, reports, statements etc from Kenanga Investors Berhad in relation to your investment via e-mail. All information delivered via e-mail to you are deemed to have been sent and received on the date of such email is sent.)			
<b>Source of Funds</b>	<input type="checkbox"/> Cash in hand / surplus funds / working capital <input type="checkbox"/> Fund raising exercise such as rights issue <input type="checkbox"/> Disposal of non-core business / asset / investments <input type="checkbox"/> Others: _____		

1.1 FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA) for ENTITY or CORPORATE		
SECTION A : INDICATE THE ENTITY'S CATEGORY	For Office Use Only	For Office Use Only
Select one of the following:		FATCA Status Code (Refer to Table in Page 15)
<input type="checkbox"/> Non-United States government entities		03
<input type="checkbox"/> Non-United States central bank		03
<input type="checkbox"/> Public listed entity (non-Financial Institution) that is regularly traded on Bursa Malaysia or another stock exchange outside the United States, including its subsidiaries		04
<input type="checkbox"/> The entity's revenue is mainly (at least 50%) derived from its core business activity (other than investment activities) <u>Declaration:</u> <input type="checkbox"/> An entity, out of United States, engaged in an active business other than that of a financial institution		05
<input type="checkbox"/> Financial institutions <sup>(1)</sup> outside United States Please provide GIIN: _____  FATCA Classification (Refer to Form W-8BEN-E): _____	If selected, • Please fill up Form W-8BEN-E	6 - 19
<input type="checkbox"/> The entity is incorporated/organised in United States Please select one of the categories: <input type="checkbox"/> Specified US person <sup>(2)</sup> (Refer to Form W9) <input type="checkbox"/> Non specified US person (Refer to Form W9)	If selected, • Please fill up Form W-9	01 02 37 (W9 NOT completed)
<input type="checkbox"/> The entity's revenue is mainly (at least 50%) derived from investment activities <u>Declaration:</u> <input type="checkbox"/> An entity, out of United States, engaged in business other than that of a financial institution  <u>Please select one of the followings:</u> Does the entity have substantial United States owners <sup>(3)</sup> ? <input type="checkbox"/> Yes <input type="checkbox"/> No	If "Yes" is selected: • The entity is classified as <b>Reportable Passive NFFE</b> and • Please fill up Form W-8BEN-E  If "No" is selected: • The entity is classified as <b>Non-reportable Passive NFFE</b>	20  36 (W-8BEN-E NOT completed)  21
<input type="checkbox"/> None of the above	Please fill up Form W-8BEN-E	22 - 34 35 (W-EBN-E NOT completed)

#### SECTION B : DECLARATION

We represent and declare that the information provided above is true, accurate and complete. We understand that the terms "Financial Institution<sup>(1)</sup>", "U.S. person<sup>(2)</sup>" and "Substantial United States owner<sup>(3)</sup>" shall have the same meaning as the definitions below.

We hereby consent for Kenanga Group to disclose/report our 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.

We hereby consent that Kenanga Group may withhold from our 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.

We hereby consent that Kenanga Group may classify us as a recalcitrant account holder or non-participating foreign financial institution ("NPFFI") and/or suspend, recall or terminate our account(s) and/or facilities granted to us, in the event we fail to provide accurate and complete information and/or documentation as Kenanga Group may require. We undertake to notify Kenanga Group in writing within 30 calendar days if there is a change in any information which we have provided to Kenanga Group.

#### SECTION C : DEFINITIONS

- (1) Financial Institution means any entity that:
- Accepts deposits in the ordinary course of a banking or similar (depository institution), or
  - Holds, as a substantial portion of its business, financial assets for the benefit of one or more other persons (custodial institution); or
  - Is an investment entity; or
  - Is an insurance company that is obligated to make payments with respect to, a cash value insurance or annuity contract (specified insurance company); or
  - Is an entity that is a holding company or treasury centre (that is part of the group of (i) - (iv) as above or formed as a collective investment vehicle, mutual fund, exchange traded fund, private equity fund, hedge fund, venture capital fund, leveraged buyout fund, or any similar investment vehicle established with an investment strategy of investing, reinvesting, or trading in financial assets.
- (2) The term U.S. person or United States person means a person described in section 7701(a)(30) of the Internal Revenue Code:
- a citizen or resident of the United States,
  - a United States partnership,
  - a United States corporation,
  - 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
  - any trust if -
    - A court within the United States is able to exercise primary supervision over the administration of the trust, and
    - One or more United States persons have the authority to control all substantial decisions of the trust
- (3) Substantial United States owners mean:
- With respect to any foreign corporation, any specified U.S. person that owns, directly or indirectly, more than 10 percent of the stock of such corporation (by vote or value)
  - With respect to any foreign partnership, any specified U.S. person that owns, directly or indirectly, more than 10 percent of the profits interest or capital interests in such partnership; and
  - In the case of a trust:
    - Any specified U.S. Person treated as an owner of any portion of the trust under sections 671 through 679; and
    - Any specified U.S. person that holds, directly or indirectly, more than 10 percent of the beneficial interests of the trust.

## 1.2 COMMON REPORTING STANDARDS (CRS) for ENTITY or CORPORATE

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

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

We represent and declare that we are:

- Malaysia tax resident (refer below for definition) Not required to complete PART 2 & PART 3.  Malaysia and Non-Malaysia tax resident. Please proceed to complete PART 2 & PART 3 (if applicable).  Non-Malaysia tax resident. Please proceed to complete PART 2 & PART 3 (if applicable).

#### 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="checkbox"/> Reason 1 <input type="checkbox"/> Reason 2 <input type="checkbox"/> Reason 3 (explain why TIN cannot be provided)
2		<input type="checkbox"/> Reason 1 <input type="checkbox"/> Reason 2 <input type="checkbox"/> Reason 3 (explain why TIN cannot be provided)
3		<input type="checkbox"/> Reason 1 <input type="checkbox"/> Reason 2 <input type="checkbox"/> Reason 3 (explain why TIN cannot be provided)

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 etc.)

#### PART 3: Entity Type

1 If you are a Financial Institution, please select either one of the following type of Financial Institution:

- (a)  Depository Institution, Custodial Institution or Specified Insurance Company  
(b)  Investment Entity (refer below for definition)  
(c)  Investment Entity located in a non-participating jurisdiction (refer below for definition)

2 If you have selected Part 3, item 1(c) above or you have selected in the FATCA section that you are a Passive NFFE (i.e. an entity whose revenue is mainly (at least 50%) derived from investment activities), please complete (a) and (b) below:

(a) Indicate the name of any Controlling Person (s)

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

and

(b) Complete the Individual Tax Residency Self-Declaration Form for each of the Controlling Person, (please request for the form from the Sales Representative / Branch).

#### PART 4: Declaration

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

We acknowledge that the information contained in this Form and our information 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 we may be a tax resident of, pursuant to the intergovernmental agreements to exchange financial account information.

We undertake to advise Kenanga Group within 30 days of any change in circumstances which affects our tax residency status or causes the information contained herein to become incorrect or incomplete (including any changes to the information on the Controlling Persons identified in Part 3 2(a)), and to provide Kenanga Group with a suitably updated self-certification and declaration within 30 days of such change in circumstances.

#### Definition of Selected Terms

##### (a) Investment Entity

Any entity that primarily conducts as a business of one or more of the following activities or operations for and on behalf of their customer

- (i) trading in money market instruments (cheques, bills, certificate of deposits, derivatives, etc.), foreign exchange, exchange, interest rates and index instruments, transferable securities or commodity futures trading;  
(ii) individual and collective portfolio management;  
(iii) otherwise investing, administering, or managing Financial Assets or money on behalf of other persons.

(An investment manager/investment advisor falls under the definition of Investment Entity.)

Any entity where the gross income of which is primarily attributable to investing, reinvesting or trading in Financial Assets, if the Entity is managed by another Entity which is a Depository Institution, a Custodial Institution, a Specified Insurance Company or an Investment Entity described in (a) above.

An entity is "managed by" another entity if the managing entity performs, either directly or indirectly or through another service provider on behalf of the managed entity, any of the activities or operations described in (a) above.

An entity only manages another entity if it has discretionary authority to manage the other entity's assets (either whole or in part). Where an entity is managed by a mix of Financial Institutions, NFEs or individuals, the entity is considered to be managed by another entity that is a Depository Institution, a Custodial Institution, a Specified Insurance Company, or the Other Investment Entity as described in (a) above, if any of the Managing Entities is such an entity.

##### (b) Investment Entity located in a non-participating jurisdiction

An Investment Entity (defined in (a) above) which is located in a non-participating jurisdiction.

Refer to the website [http://lampiran.hasil.gov.my/pdf/pdfam/Jurisdictions\\_30122016.pdf](http://lampiran.hasil.gov.my/pdf/pdfam/Jurisdictions_30122016.pdf) for the countries listed as participating jurisdictions.

##### (c) Controlling Persons

Controlling Persons are the natural person(s) who ultimately has a controlling ownership interest (25%) in the entity. Where no natural person(s) exercises control through ownership interests, the Controlling Person(s) of the entity will be the natural person(s) who exercises control of the entity through other means. Where no natural person(s) is/are identified as exercising control of the entity through ownership interests, then under the CRS, the Reportable Persons is deemed to be the natural person(s) who hold the position of senior managing official.

##### (d) 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 entity and is used to identify the entity 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 entities.

##### (e) Malaysia Tax Resident Entity

For definition of Malaysia Tax Resident Entity, refer to the link: [http://lampiran2.hasil.gov.my/pdf/pdfam/Section\\_8.pdf](http://lampiran2.hasil.gov.my/pdf/pdfam/Section_8.pdf).

**PART 2 - INVESTMENT APPLICATION**

**2.1 INVESTMENT FUND / PORTFOLIO**

Fund Name	Investment Management Company	<sup>1</sup> Sales Charge (%)	<sup>2</sup> Fund Currency	Investment Amount			
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
<b>Total</b>							

<sup>1</sup> Investments are subject to the sales charges as disclosed in the respective Master Prospectus(es) / Replacement / Supplementary Master Prospectus(es) (if any) or Information Memorandum(s) (if any).  
<sup>2</sup> For Fund Currency other than MYR, please specify the currency acronym eg. AUD, USD, SGD, CNY.

**2.2 DISTRIBUTION INSTRUCTIONS AND PAYMENT DETAILS**

Please tick (✓) either one of the following:

Reinvest    or     Pay out to be credited to: *(For KIB Funds only)*

Bank Account Name :

Bank Account No. :

Bank Name :       Bank Branch :

**2.3 TOP-UP VIA REGULAR INVESTMENT MODE**

I/We would like to top-up via Regular Investment Mode with the following instructions:  
*(For Regular Investment, 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	Investment Management Company	<sup>1</sup> Sales Charge (%)	Investment 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 Kenanga Investors Berhad (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.)*

**2.4 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 (Currency: \_\_\_\_\_) :

By Bank Transfer      Ref No. :

Amount (Currency: \_\_\_\_\_) :

From **CTA Account No.:**       **CTA Account Name:**

**2.5 CONSENT FOR ON GOING SERVICES**

We hereby give consent to the Manager to disclose to our Servicing Adviser(s) to review our account information for the purpose of providing ongoing services.

Yes       No

**2.6 PDPA CONSENT**

I/We hereby consent for Kenanga Group to deal and process my/our 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/We confirm that I/we 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>.)*



**2.7 AGREEMENT, DECLARATIONS AND SIGNATURES**

1. I/We acknowledge that we have received, read and understood the relevant Product Highlights Sheet(s), Prospectus(es)/Information Memorandum(s) for the fund(s) recommended to me/us for my/our investment, the Terms and Conditions on this form and I/we undertake to be bound by them for my/our initial and subsequent transactions with the Manager.
2. I/We undertake to be bound by the provisions of the documents constituting the fund(s) subscribed to as if I was/we were a party thereto.
3. I/We undertake that I am/we are aware of the fees and charges that I/we will incur directly or indirectly when investing in the fund(s).
4. I/We are duly authorized officer(s) of the Corporation, and warrant the Corporation has the power and capacity to enter into this agreement and undertake transactions involving the fund(s). Attached is a certified true copy of the Corporation's list of authorized signatories.
5. I/We do declare and represent that as the date hereof, I/we am/are not an undischarged bankrupt nor has any petition for bankruptcy been filed against me/us.
6. I/We, as director(s) of the Corporation do hereby declare and represent that as at the date hereof is not wound up nor has there been any winding-up petition presented to the Corporation.
7. I/We further declare that the Corporation is neither engaged in any unlawful activity nor are the Corporation's monies obtained from any illegal source or related to any illegal activity.
8. I/We declare that I am/we are in compliance and undertake that I/we will comply with all applicable laws and regulations.
9. I/We undertake to provide the Manager with all information as it may require for the purpose of and in connection with completing the Account Opening & Investment Form, including but not limited to the Corporation and its group of companies' information on financial position, condition, operation, business or prospect.
10. I/We acknowledge that I/we shall keep the Manager informed of any change of the information as stated in this Account Opening & Investment Form and/or of any material facts that will directly or indirectly affect the Corporation and its group of companies' financial position, condition, operation, business or prospect.
11. I/We undertake to provide such information and documents as the Manager may reasonably require for the purpose of due diligence/enhanced due diligence as required under the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act ("AMLA").
12. I/We hereby declare and acknowledge that I/we have sole legal and proprietary right over all monies accompanying this application.
13. I/We hereby agree to indemnify the Manager against all actions, suits, proceedings, claims, damages and losses which may be suffered by the Manager as a result of any inaccuracy of the declarations herein.
14. I/We acknowledge that 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.
15. I/We acknowledge that I/we shall keep the Manager informed of any change of my/our particulars as stated in this Account Opening & Investment Form and/or of any material facts that will, directly or indirectly, affect my/our financial position(s), condition(s) or prospect(s).
16. I/We acknowledge that the Manager reserves the right to close my/our investment account should I/we maintained a zero balance in my/our account for more than 12 consecutive calendar months.
17. I/We agree that my/our information and/or documents relating to the Corporation may be made available, without limitation to KIB's employees, third party service providers, agents, advisers, custodian/ sub-custodian's agents or advisers, Kenanga Group of Companies (consists of Kenanga Investment Bank Berhad and its group of companies including subsidiaries, branches and related companies), Bursa Malaysia Securities Berhad, Bursa Derivatives, Bursa Depository, Bursa Clearing, Securities Commission, foreign exchanges and/or all relevant and applicable authorities/regulators including, but not limited to, for the purpose of information for credit, reference and marketing purposes and to facilitate the provision of services by KIB to me/us. I/We shall not hold KIB liable for any inadvertent disclosure of any of my/our information and/or documents whether inadvertently disclosed by KIB or any third party appointed by KIB.
18. I/We hereby consent for Kenanga Group to deal and process my/our 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/We confirm that I/we have read and understood the Personal Data Protection Notice and accept the terms and conditions.
19. Subject to any applicable regulations/laws, by providing my email address and handphone number to Kenanga Group, I have consented to receive communications and/or information from Kenanga Group relating to my investment via email and/or SMS. Notices delivered via email and/or SMS to me are deemed sent and received on the date such email and/or are sent.
20. For any issuance and delivery of documents by way of electronic means:
  - (a) I/We consent and authorize Kenanga Group and its authorized officer to issue and deliver documents (including statements and correspondences) and any other notices by way of electronic means or online devices to me/we from time to time through email when the service is made available. I/We hereby confirm that this consent shall be valid for an indefinite period until revoked by me/us in writing or via electronic means and received and acknowledged by me. I/We hereby acknowledge that Kenanga Group may cancel the email delivery service without providing any reasons and/or prior notices to me/us.
  - (b) I/We acknowledge, accept and assume the risk associated with the transfer of documents/information by way of electronic means or online devices and/or delivery, including but not limited to delays or failure in the transmission due to breakdown or failure of transmission or traffic congestion of communications or any other cause(s) beyond Kenanga Group's control or anticipation and/or inherent risks in receiving such documents by way of electronic means or online devices. I/We will not dispute or challenge the validity, enforceability or admissibility of any documents issued and delivered by way of electronic means.
  - (c) In the event of systems failure, I/we consent to receive documents via post, fax or such other means as Kenanga Group deems fit and appropriate.
  - (d) I/We acknowledge that any documents sent to my/our email address provided to Kenanga Group herein by way of electronic means shall be deemed to be duly served on me/us on the day such communication by email was made.
  - (e) I/we shall assume all responsibilities or liabilities whatsoever for any direct or consequential losses arising from or in connection with KIB acting in accordance with my/our authorisation. I/We further agree to indemnify Kenanga Group against all actions, claims, demands, damages costs, charges and expenses which Kenanga Group may sustain, incur and be liable for as result of or in consequence of or in connection with Kenanga Group acting in accordance with this authorisation.

**For KENANGA AMP Plus Service**

21. I/We acknowledge that I/we have read and understood the Terms and Conditions of the Kenanga AMP Plus service and I/we undertake to abide with the provisions of the same. I/We confirm that I/we aware of the fees and charges that I/we will incur directly or indirectly when investing in Kenanga AMP Plus service.

**For KIB-IUTA Platform**

22. I/We acknowledge that I/we have read and understood the Terms and Conditions Relating To The Third Party Funds and I/we undertake to abide with the provisions of the same. I/We confirm that I/we aware of the fees and charges that I/we will incur directly or indirectly for when investing in KIB-IUTA Platform.

**ALL AUTHORISED SIGNATORY (IES) MUST SIGN THIS SECTION**

**Authorised Signatory**

**Name:**

**Common Seal / Company Stamp**

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

**Authorised Signatory**

**Name:**

**Date:**

**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.**

Key Data of Kenanga AMP Plus Service			
Portfolio Name	AMP 1	AMP 2	Shariah AMP 2
Portfolio Objective	To deliver consistent potential return through investments in Kenanga approved money market, fixed income and equity unit trust funds.		
Portfolio Type	Conventional	Conventional	Shariah-compliant
Portfolio Risk Profile	Conservative	Moderate	Moderate
	Suitable for investors who: <ul style="list-style-type: none"> <li>• seek low risk investment option that normally earns interest rate higher than bank accounts and fixed deposits</li> <li>• prefer investments that offer capital safety and low price fluctuations</li> <li>• favour a portfolio mix with higher fixed income to equities</li> </ul>	Suitable for investors who: <ul style="list-style-type: none"> <li>• seek balance between security and capital growth</li> <li>• are able to tolerate moderate risks and short-term price fluctuation to realize long term gains</li> <li>• favour a balanced portfolio of equities and fixed income</li> </ul>	Suitable for investors who: <ul style="list-style-type: none"> <li>• seek balance between security and capital growth</li> <li>• are able to tolerate moderate risks and short-term price fluctuation to realize long-term gains</li> <li>• favour a balanced portfolio of Shariah - compliant equities and fixed income</li> <li>• require Shariah-compliant funds</li> </ul>
Underlying Investments	All Kenanga funds	All Kenanga funds	All Kenanga Shariah-compliant funds
Entry Unit Trust Fund	Kenanga Income Plus Fund	Kenanga Growth Opportunities Fund	Kenanga Shariah Growth Fund
Asset Allocation	Equities: Up to 40% Money Market / Fixed Income: Min 60%	Equities: Up to 80% Money Market / Fixed Income: Min 20%	Shariah-compliant Equities: Up to 80% Islamic Money Market / Fixed Income: Min 20%
Performance target on a 5-year rolling period	4% - 6% per annum	6% - 8% per annum	6% per annum
Benchmark	4% per annum	6% per annum	6% per annum
Portfolio Risk Profile	<p>Our Actively Managed Portfolios invest in a portfolio of approved conventional and Shariah-compliant funds. You are advised to refer to the relevant Prospectus(es) and consider the information on risks associated to the underlying funds. The performance of the portfolio is dependent on the funds selected by the Portfolio Manager and the performance of each underlying fund. Active management and regular rebalancing of the portfolios may mitigate this risk.</p> <p>Investors choose from generic portfolios based on their profile and risk-return expectation. The portfolio is not tailor-made for each investor. Any decisions made by the Portfolio Manager for the respective portfolios will apply to all investors. Fund allocation details are stipulated on our Investment Form. Information on the mix of funds in the respective portfolios is also available daily via the investor's electronic account, accessible through <a href="http://www.kenangainvestors.com.my">www.kenangainvestors.com.my</a>.</p>		
Transacting in Kenanga AMP Plus Service			
Portfolio	AMP 1	AMP 2	Shariah AMP 2
Investment	Cash	Cash	Cash
Minimum initial investment	RM5,000	RM5,000	RM5,000
Minimum top up investment	RM1,000	RM1,000	RM1,000
Regular Investment Mode	Minimum RM1,000 per month (via MEPS-FPX / Direct Debit)		
Annual AMP Fee	0.75% p.a. calculated and accrued daily but payable on the 1 <sup>st</sup> business day of January and July or at the time of switching / transfer / redemption. The AMP Fee will be deducted from the investor's portfolio.		
Switching from Kenanga Standalone Funds to AMP Portfolio	Switching from a lower entry fee to AMP will require the investor to pay the differential entry fee.		
Switching from AMP Portfolio to Kenanga Standalone Funds	Full redemption and reinvestment into Kenanga standalone funds at T+6 days. No sales charges will be charged when reinvesting into Kenanga standalone funds.		
AMP Portfolio Switching & Transfer Fee	The portfolio switching / account transfer is only applicable for Cash Investment only. 1 free switching / transfer per calendar year. Subsequent switching / transfer will be charged RM100 per transaction. The switching / transfer fee will be deducted from the investor's portfolio.		
Minimum AMP Portfolio Switching / Transfer	RM5,000. Applicable for Cash investment only.		
Fees for Underlying Funds*	*You are advised to refer to the relevant fund prospectus(es) for information on the fees for the underlying funds.		
Entry Fee	Initial and additional investments: Up to 3.0% of NAV per unit.		
Annual Management Fee	<ul style="list-style-type: none"> <li>• Balanced and equity funds: Up to 1.90% per annum of the NAV of the fund.</li> <li>• Money market/ Fixed income funds: Up to 1.00% per annum of the NAV of the fund.</li> </ul>		

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.

## INVESTMENT TERMS AND CONDITIONS

You are advised to read these notes before completing the Account Opening & Investment Form as you are bound by them. You must read and understand the contents of the relevant Prospectus(es). Replacement or Supplementary Prospectus(es) (if any) Information Memorandum, Replacement or Supplementary Information Memorandum (if any) before investing in the Fund. Please check that the Adviser servicing you has a valid authorization and registration card. A copy of the Deed of Supplementary Deed (if any) will be made available to you upon request. Pursuant to S.232(2) of the CMSA, this application form should not be circulated unless accompanied by the Master Prospectus or Information Memorandum.

### Category of Investors

Category	Qualifying Criteria
<b>Individual/ Corporate Investor</b>	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.
<b>High Net-Worth Individual</b>	<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>
<b>High Net-Worth Entity</b>	<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 accounts.</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 <i>Trust Companies Act 1949</i> 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 Act 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 <i>Income Tax Act 1967</i>.</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>
<b>Accredited Investor</b> - exempted from completing Investor Suitability Assessment	<ul style="list-style-type: none"> <li>• Central Bank of Malaysia established under the <i>Central Bank of Malaysia Act 2009</i>.</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.

### Authority to Operate Account

The operating instruction empowers the authorized signatory(ies) to operate the account which includes effecting redemption, switching, transfer, change of address and any other requests.

### Units Pricing

Units will be transacted based on forward pricing prevailing at the time the request is received by the Manager. Units will be credited based on the closing NAV price of the day.

### Direct Debit / MEPS-FPX Authorization

Upon bank's approval of the Direct Debit / MEPS-FPX application, unit will be credited base on the closing NAV of the deduction day, i.e. 15th or 28th of every month or the following business day. The authorization will remain in force until terminated by the bank's written notice sent to the unit holder's address last known to the Bank or upon the Bank's receipt of unit holder's written revocation. The applicant hereby agrees to be responsible for all the consequences that may arise in the Manager agreeing to provide the Direct Debit / MEPS-FPX and hereby undertakes and agrees to indemnify the Manager at all times, and keep the Manager fully and completely indemnified from and against any and all actions, claims and demands whatsoever that may arise with the Direct Debit/ MEPS-FPX authorization.

### Documents Required

- Corporate Applicant
  - A copy of the Memorandum and Articles of Association, a copy of identity card for all Authorised Signatories, list of Authorised Signatories and Specimen Signatures.
  - For Corporation, the Common Seal or the Company Stamp will have to be affixed. If the Company Stamp is used, an Authorised Officer must sign and state his/her representative capacity.
  - Certified True Copy (by the company secretary, if applicable) of the Board Resolution, Form 11, Form 9, Form 13 (if applicable), Form 24, Form 44 and Form 49.

The Applicant agrees that the Manager 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 if such information or document(s) requested by the Manager have not been promptly provided by the Applicant.

### Payment & Confirmation Advice and Statements

Payment & confirmation advices, statements and other documents shall be sent at the risk of the applicant to the principal applicant's correspondence address as stated in this Account Opening & Investment Form. If the applicant fails to notify the Manager 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 Manager or the Trustee.

### Set Off

The Manager is entitled to set off any monies in relation to the account against any fees, or charges permitted to be charged under the Master Prospectus(es), Replacement or Supplementary Master Prospectus(es) (if any), Information Memorandum(s), Replacement or Supplementary Information Memorandum(s) (if any) and/or any regulations and guidelines, due to the Manager from time to time.

## **Liability**

The Manager 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 manager, the Manager shall not be liable for any liabilities, claims, loss, damage or litigation costs resulting from any error of fact judgement or from action taken by the Manager so long as there has been no wilful default or bad faith on its part. For the purpose of carrying out its duties under this Terms and Conditions the Manager 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 Manager, Trustee(s) and any of their authorised distributor(s) against any damages, loss, costs, expenses and claims which may be made against the Manager, Trustee and any of their authorised distributor(s) in connection with:

- i. the Account Opening & Investment Form; or
  - ii. in connection with the Manager accepting, relying on or acting on any instructions given by or on behalf of the Applicant;
- except due to the wilful default or negligence of the Manager.

The Applicant who invest in KIB as IUTA Platform has no right to vote.

## **Money Laundering Statements**

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

## **Rights of the Manager**

- a. The Manager reserves the right to accept or reject any application without disclosing any reason.
- b. The Manager reserves the right to accept or reject any application if any documents requested pursuant to Anti-Money Laundering and Anti-Terrorism Financing Act 2001 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 Manager reserves the right to terminate any relationship without assigning reasons in respect thereof.
- d. The Manager reserves the right to decide and make any changes to the Term and Conditions.

## **Unit Trust Loan Financing Statement**

Investing in an investment scheme with borrowed money is more risky than investing with your own savings. You should assess if loan financing is suitable for you in line with 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 that you put in as deposit or down payment) the greater the potential for losses as well as gains.
- 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 or pay additional amount on top of your normal instalments. If you fail to comply within the prescribed time, your units may be sold towards the settlement of your loan.
- iv. Returns on investment are not guaranteed and may not be earned evenly over time. This means that there may be some years where returns are high and other years where losses 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.

## **Relating To The Third Party Funds**

- a. The applicant may invest in both unit trust funds that are managed by Kenanga Investors Berhad (KIB) or distributed by KIB as IUTA for other unit trust management companies ("UTMC").
- b. As an IUTA and for ease of operations, KIB requires services of a nominee ("Nominee") to effect transactions for the applicant and also to keep in custody Units for and on behalf of the applicant.
- c. Where the applicant invests in a unit trust fund distributed by us as an IUTA, the applicant hereby agrees to appoint KIB to hold and act and on behalf of the customer in relation to those Units subject to the terms and conditions provided herein. All transaction with respect to the Units will be effected by the Nominee on behalf of the customer with the relevant representative agent, adviser or management company of the Units in accordance with the restrictions or limitations set by the respective UTMC, the relevant prospectus and deed of the respective funds and the laws, rules, regulations, guidelines and practices of the unit trusts industry.
- d. The applicant agrees that where he invests in a unit trust distributed by KIB as an IUTA.
- e. The Units shall be held by the Nominees as the registered holder for and on behalf of the applicant.
- f. The Nominee shall not recognize any trust or equity in respect of the Units or any part thereof.
- g. The Nominee shall be a bare custodian and not a trustee in all matters relating to this arrangement and/or the Units.
- h. The Nominee shall have no duty or responsibility, as regards attendance at meeting or voting in respect of any of the Units or as regards any subscription, conversion or other rights in respect thereof or as regards any merger, consolidation, reorganisation, receivership, bankruptcy or insolvency proceedings, compromise or arrangement in connection with the Units nor shall the Nominees be under any duty to investigate or participate therein or take any alternative action in connection therewith except in accordance with written instructions from the customer and upon such conditions and indemnity and provision for expenses as the Nominee may require.

## **Kenanga AMP Plus Service**

### **Rights and Declaration of the Investor**

- a. I/We understand that I/We have chosen Kenanga Actively Managed Portfolios (AMP) Plus; a service which comprises of underlying Kenanga Investors Berhad unit trust funds managed by the Manager.
- b. I/We hereby consent to give the Manager full discretionary rights to actively manage my/our investment in Kenanga AMP Plus portfolios which include but not limited to portfolio allocation, switching between funds and re-balancing of the portfolio among the funds managed by the Manager. The Manager will undertake to manage the portfolio to the best of its ability.
- c. I/We hereby consent to give the Manager the right to charge and deduct the AMP service fee from the portfolio underlying unit trust funds to be determined by the Manager. The fee is computed daily on my/our portfolios value and payable monthly or is payable.
  - i. At redemption, switch out or transfer out and/or
  - ii. On the 1<sup>st</sup> business day of January and July
- d. I/We understand the notwithstanding the above, I/we have the right to fully or partially redeem my/our investment from Kenanga AMP Plus. However, I/we agree to waive the following rights to my/our portfolio:
  - i. To choose any funds to be included in the portfolio; and
  - ii. To switch or rebalance the funds in the portfolio.
- e. I/We understand and acknowledge that by choosing Kenanga AMP Plus, the Manager does not guarantee any returns on the investments in the portfolio or any returns from any individual fund which are in Kenanga AMP Plus. My/Our capital in the portfolio is also not guaranteed or protected. The Manager will not be held responsible for any under performance of the portfolio and the portfolio's underlying unit trust funds. The performance of the portfolio and funds may go down as well as up and past performance of the portfolio and funds are not an indication of their future performance.
- f. I/We understand that investing in Kenanga AMP Plus involves investment risk. The risk profile of the individual underlying unit trust funds in Kenanga AMP Plus is disclosed in the respective prospectus(es).
- g. I/We understand and acknowledge that I am/we are entitled to switch between my/our AMP Plus portfolios. The first portfolio switching/account transfer is free for each calendar year, and any subsequent switching/transfer within the year will incur RM100 per transaction. Portfolio switching/account transfer is not applicable to EPF Member's Investment Scheme.
- h. I/We understand that I/we can view my/our daily updated portfolio details including my/our transactions and rebalancing activities performed on my/our behalf by the Manager through my/our e-account which is accessible through www.kenangainvestors.com.my which will be deemed as my/our client statement.
  - i. I/We agree that the Manager reserves the right to decide and make any changes to the Terms and Conditions including termination of the discretionary active portfolio management of Kenanga AMP Plus.
  - j. I/We undertake to indemnify and hold the Manager, its employees and advisers harmless against all cost, expenses, losses, claims and demands incurred arising from my/our decision to invest in Kenanga AMP Plus.
  - k. I/We hereby consent to the appointment of Kenanga Nominees (Tempatan) Sdn Bhd and Kenanga Nominees (Asing) Sdn Bhd as the custodian for my/our AMP Portfolio.



## 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.

### **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 ENTITY or CORPORATE  
(FOR INTERNAL USE ONLY)**

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

Entity Name: \_\_\_\_\_ Entity Registration No. \_\_\_\_\_

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

**Part I - FATCA Checklist for ENTITY or CORPORATE**

FATCA Status Code	Entity's Categories	Guidance	FATCA Status Code	Entity's Categories	Guidance
01	Specified U.S. person	Obtain <b>Form W-9</b>	20	Reportable Passive NFFE	Obtain <b>Form W-8BEN-E</b>
02	Non-specified U.S. person	Obtain <b>Form W-9</b>	21	Non-reportable Passive NFFE	
03	Non-United States government entities and Non-United State central bank	Please refer to <b>Form W-8BEN-E</b> for the entity categories	22	International organization	Please refer to <b>Form W-8BEN-E</b> for the entity categories
04	Public listed entity that is regularly traded on Bursa Malaysia or another stock exchange outside the United States, including its subsidiaries				
05	Active NFFE				
06	Non-participating FFI (including a limited FFI or limited branch)				
07	Participating FFI				
08	Reporting Model 1 FFI				
09	Reporting Model 2 FFI				
10	Registered deemed-compliant FFI				
11	Sponsored FFI that has not obtained a GIIN				
12	Certified deemed-compliant non-registering local bank				
13	Certified deemed-compliant FFI with only low-value accounts				
14	Certified deemed-compliant sponsored, closely held investment vehicle				
15	Certified deemed-compliant limited life debt investment company		35	Non-participating FFI	
16	Certified deemed-compliant investment advisors and investment managers	36	Recalcitrant customer that are passive NFFEs	If the entity is identified as <b>Reportable Passive NFFE</b> but does not complete <b>Form W-8BEN-E</b>	
17	Owner-documented FFI	37	Recalcitrant customer that is U.S. person	If the entity is <b>incorporated in U.S.</b> but does not complete <b>Form W9</b>	
18	Restricted distributor	38	Recalcitrant customer that is dormant account		
19	Non-reporting IGA FFI				

**Part II - Confirmation and acknowledgement by Sales Representative / Branch**

Based on the abovementioned declaration in Item 1.1 - Section A, the customer's FATCA classification is:

\_\_\_\_\_ (Please state FATCA status code above)

I confirm that the necessary documents have been provided to the customer according to the classification declared by the customer above, where where applicable.

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

**Confirmation and Acknowledgement by Sales Representative / Branch on CRS for Individual**

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:

**FATCA and CRS for ENTITY or CORPORATE  
(FOR INTERNAL USE ONLY)**

Entity Name: \_\_\_\_\_ Entity Registration No: \_\_\_\_\_

**PART B : CONFIRMATION BY COLLECTION BRANCH**

**1. FATCA Confirmation by Collection Branch**

I have reviewed and confirm that the necessary documents have been completed according to the classification declared by the Customer above, 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**

Based on declaration by the Customer, I have entered into the system the Customer's FATCA status accordingly.

**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 country/jurisdiction of tax residence and the TIN
- the Customer's status as Investment Entity as indicated in Item 1.2 - Part 3 (1) (if applicable)

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

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

<b>CORPORATE ACCOUNT</b>	<b>Submitted</b>	<b>Remarks</b>
Account Opening & Investment Form - Corporate		
Investor Suitability Assessment - Corporate		
Money Laundering Risk Profiling Checklist (MLRPC) with Enhanced Due Diligence (where applicable)		
Includes in Account Opening & Investment Form - FATCA and CRS (Plus CRS For Controlling person where applicable)		
Memorandum and Articles of Association		
Photocopy of NRIC/Passport/Other ID for all Authorised Signatories (original sighted)		
List of Authorised Signatories and Specimen Signatures		
Certified True Copy (by the company secretary, if applicable) of the Board Resolution		
Form 9 - Certificate of Incorporation of Private Company		
Form 11 - Notice of Resolution		
Form 13 - Certificate of Incorporation on Change of Name of Company (if applicable)		
Form 24 - Return of Alloment of Shares		
Form 44 - Notice of Situation of Registered Office and of Office Hours and Particulars of Changes		
Form 49 - Return Giving Particulars In Register of Directors, Managers and Secretaries and Change of Particulars		
Others (if applicable), please specify:		