

KENANGA INVESTORS BERHAD PRIVACY POLICY

This Privacy Policy describes the Client's personal data and information that Kenanga Investors Berhad ("KIB") collects, how such Client Data is used, KIB's role in protecting the privacy of the Client Data as well as the Clients' rights over their own Client Data. In applying for, using or continuing to use KIB's Services, the Client shall be deemed to have accepted the terms of this Privacy Policy. The term Client wherever appearing in this Privacy Policy shall refer to KIB's Clients as well as prospective clients or persons applying for any services, accounts or products from KIB.

The Client's personal data and information ("Client Data") includes the following:-

- (a) Information which KIB obtains from the Client or from third parties and other organisations when the Client applies for an account or any other product or service, uses KIB's online services, accesses any of KIB's websites or which the Client may give to KIB at any other time;
- (b) Information learned or derived by KIB from the way the Client uses and manages the Client's Account(s), from the transactions made, if any, such as the date, amount, currency and the name and type of instrument transacted by which KIB means any data about the Client, which the Client or third parties provide to KIB;
- (c) Information and/or documents given in or together with the Account Opening Application Form and any other information pertaining to the Client, the Client's Account(s) and/or to the conduct of all the Client's Accounts, whether provided before or after the date of the Account Opening Application Form, whether oral or written, and regardless of the manner by which it is provided; and/or
- (d) Any information in respect of commercial transactions which:-
 - (i) is being processed wholly or partly by means of equipment operating automatically in response to instructions given for that purpose;
 - (ii) is recorded with the intention that it should wholly or partly be processed by means of such equipment; or
 - (iii) is recorded as part of a relevant filing system or with the intention that it should form part of a relevant filing system

that relates directly or indirectly to a Client, who is identified or identifiable from that information or from that and other information in the possession of a data user, including any Sensitive Personal Data* and expression of opinion about the Client but does not include any information that is processed for the purpose of a credit reporting business carried on by a credit reporting agency under the Credit Reporting Agencies Act 2010.

*Sensitive Personal Data means any Personal Data consisting of information as to the physical or mental health or condition of a Data Subject, political opinions, religious beliefs or other beliefs of a similar nature, the commission or alleged commission by him of any offence or any other Personal Data as the Minister may determine by order published in the Gazette.

Collection of Information

In order to operate the Client's Account(s) and to reduce the risk of fraud, KIB as data user may ask the Client to provide KIB with certain personal data**. By applying for any account, services or products from KIB, the Client expressly consents and agrees to the terms of this Privacy Policy and consents and agrees to KIB processing the personal data in the manner set out herein.

***To open and operate an Account or use KIB's Services (defined below), the Client must provide certain data personal to the Client. KIB collects data of the following type which includes but is not limited to:- name, National Registration Identification Card(NRIC)/Passport Number, postal address, gender, date of birth, mobile phone number, email address, age, bank account number, occupation, annual income, race, IP address, financial and banking information such as account number, account type, details of instruments associated with the account, details of payment transactions, details of commercial transactions, customer statements, customer correspondence, reports, account preferences, details of identity collected as part of KIB's "know the Client customer" checks on the Client.*

Sensitive personal data may be collected and retained by KIB to track the demographics of users for subsequent trends and statistical analysis or for research purposes. These demographics and statistics shall always represent aggregate information and shall be in a form which does not specifically identify the Client.

Storage of Information

KIB may store and process the Client's Data on KIB's computers wherever located and in any other medium. This Privacy Policy governs the use of account(s), products, services and any other features, technologies or functionalities offered by KIB (collectively "KIB's Services") (including, without limitation, any information provided by the Client to KIB in relation to KIB's Services).

Use and Disclosure of Information

The information gathered is intended to be used in the ordinary course of KIB's business including providing KIB's Services in general, marketing KIB's Services to the Client based on the Client's interests and assist KIB in customising and delivering its KIB's Services that may be of interest to the Client. KIB may also use the Client's Data (amongst other purposes) to enforce or defend any of KIB's rights, to comply with all applicable legislation, laws and regulations, to enhance the quality of KIB's products and services, to prevent fraud or illegal activities, to prepare demographics concerning KIB's customers' use of KIB's products and services as well as to offer additional products or services that KIB believes may be of benefit to the Client.

The Client's Data is retained in a way that it is individually identifiable and may be used within KIB and the K & N Kenanga Holdings Berhad Group of Companies and may also be provided to third party vendors, suppliers, agents, counterparties or advisors of KIB. Where KIB's use of the Client's Data extends to disclosures to third parties (KIB's vendors, suppliers, agents, counterparties or advisors) in order for KIB to offer its services to the Client and/or to enhance the quality of KIB's services, KIB shall take reasonable attempts to ensure that such third parties are aware of the confidential nature of the data and that they are bound by a duty of confidentiality to KIB.

Correspondences between the Client and KIB including emails and faxes may be retained in the records of the Client's Account. This may include customer service correspondence and other correspondence from KIB to the Client. KIB retains these records in order to keep track of its relationship with the Client, to measure and improve KIB's customer service, and to investigate potential fraud and violations of any governing terms and conditions. KIB may retain the Client's Data up to the maximum period permitted for legitimate business purposes. KIB may, over time, delete these records if the Client is no longer a client of KIB or when permissible by law.

KIB may use, process and/or disclose the Client's Data for the following purposes:-

- To disclose information/data including, without limitation, transaction information, account information, personal information and the contents of communications to: the police; security forces; competent governmental, intergovernmental or supranational bodies; competent agencies, departments, regulatory authorities, self-regulatory authorities or organisations; and other third parties that KIB in good faith believes is appropriate for KIB to cooperate with in investigations of fraud or other illegal activity or potential illegal activity, or to conduct investigations of violations of any governing terms and conditions. If false or inaccurate data is provided by the Client and fraud is identified, details shall be passed by KIB to fraud prevention agencies and law enforcement agencies which may access and use that information/data. KIB and other organisations may also access and use this information/data (including data from other countries) to prevent fraud and money laundering;
- To disclose information/data in response to the requirements of a civil or criminal legal process and/or as required by law or regulation and/or for regulatory compliance purposes;
- To disclose information/data, including any account information and transaction information to the government of the United States of America (US), Inland Revenue Service of US, and any other relevant government or authorities, for and in relation to the compliance of the requirements under the Foreign Account Tax Compliance Act 2010 (FATCA);
- To disclose the information/data to K&N Kenanga Holdings Berhad Group of Companies or any other person for them to perform certain actions/functions for the purpose of complying with any law or regulation;
- To share the information/data with K&N Kenanga Holdings Berhad Group of Companies for the purpose of, including but not limited to, provide their respective services/products to the Client, whether upon the Client's request or otherwise.
- To disclose information/data to the Client's agent or legal representative (such as the holder of a power of attorney that the Client grants, an executor or personal representative or a guardian appointed for the Client);
- To disclose or share aggregated statistical information/data to/with KIB's business partners or for public relations. For example, KIB may disclose that a specific percentage of KIB's users live in Johor. However, this aggregated data is not tied to personal identification;
- To share the information with trusted business partners (subject to secrecy obligations) for the provision of their services. Our business partners may use the Client's Data to help us communicate with the Client about offers from them or KIB. However, KIB's business partners do not have any independent right to share this information;
- As with any other business, it is possible that in the future KIB could merge with, or be acquired by, another company. If such an acquisition occurs, the Client consent to the successor company having access to the data maintained by KIB, including customer account information, and such successor company would continue to be bound by this Privacy Policy unless and until it is amended;
- To credit reference and fraud prevention agencies and other organisations who may record, use and give out information to other lenders and insurers. The information/data may be used to make assessments and/or for cross reference purposes, credit and for debt tracing and to prevent fraud and money laundering;
- To persons who provide a service to KIB or are acting as KIB's agents on the understanding that they will keep the information/data confidential and sufficient measures are in place to ensure the technical and organizational security of the information/data;
- To anyone to whom KIB transfers or may transfer KIB's rights and duties under any governing terms and conditions between KIB and the Client;
- To manage the Client's Account(s), provide KIB's services and customer support, attend to the Client's request(s), resolve disputes, collect fees, and troubleshoot problems;
- To share information in order to investigate, prevent or act on prohibited or illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of KIB's terms of use, or as otherwise required by the law;
- To customise, measure and improve KIB's services and the content of KIB's websites or electronic services;
- To compare information/data for accuracy, and verify it with third parties;
- For the purposes of researching, designing and improving the K & N Kenanga Holdings Berhad Group of Companies' products and services, operational and business processes;
- KIB may also use the Client's Data to market the K & N Kenanga Holdings Berhad Group of Companies' products and services and to deliver targeted marketing and advertising, service updates, promotional offers or to inform the Client by letter, telephone, text (or similar) messages, digital television, email and other electronic methods, about products and services (including those of others) which may be of interest to the Client. The Client may tell KIB at any time if the Client does not wish to receive marketing communications from KIB and/or other members of the K & N Kenanga Holdings Berhad Group of Companies by writing to KIB providing the Client's full name, NRIC/Passport number (as applicable) and account details and details of any products or services the Client may have with KIB;
- Transfer of Client's 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 the vital interest of the Client or where it is in the public interest to do so;
- Verify the Client's identity and the identity of other directors/partners; and/or
- Undertake periodic statistical analysis or testing to ensure the accuracy of existing and future products and services.

Any or all of the processes set out above may be automated. If required by law, KIB shall provide written notice as soon as practicable before KIB uses the Client's Data for a purpose other than the purposes set out herein.

Access to Information

The Client is entitled to review certain personal records or information/data that KIB may have collected about the Client and request correction of the data. Should the Client wish to exercise this right please write to KIB's Data Officer setting out the details of the Client's request and all the Client's Account numbers (if applicable), name and NRIC/Passport number. A fee may be charged for this service. KIB shall correct or update the information/data as soon as possible. The Data Officer may request information or documents from the Client to verify the authenticity of the person making the request and any information relating to the corrections requested.

Options On Disclosure

KIB allows the Client the opportunity to remove itself and any information about the Client (save for information which is necessarily retained by KIB to comply with legal or regulatory requirements) from KIB's database or require KIB to cease processing all or part of the Client's Data by submitting a written notification addressed to KIB's Data Officer. KIB will require a reasonable amount of time to process such notices. However, in such an event, KIB reserves the right to close the Client's Account(s) if KIB feels that such removal or cessation would not allow KIB to provide its products and services in a satisfactory manner. Where the Client has failed or refused or deemed to have failed or refused to provide KIB with any data, information or answers as requested, then the Client will also be taken as having acknowledged (and KIB will be regarded and materially relying on the Client having acknowledged) that KIB cannot identify with any certainty the Client's Data or information and the Client agrees that KIB shall be entitled to refuse to provide or cease providing any facilities, products or KIB's Services to the Client.

E-Services

The Client recognises that the use of KIB's E-Services may involve the electronic transmission of information that may be considered personal financial information, including but not limited to the Client's identity and personal details, the number of shares traded and the net price for such shares. The Client hereby consents to the transmission by electronic means of such information through KIB's E-Services, such consent shall be effective at all times that the Client access and/or use the E-Services.

Website Links and Reminders

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

Cookies – A cookie is a data file that may be written to the Client's hard drive when visiting KIB's websites. KIB may use cookies to enable the Client to have better access to KIB's Services and to help KIB understand and improve KIB's Services. The Client may set the Client's browser to warn the Client before accepting cookies. Though some of KIB's Services require the use of cookies, the Client may always disable cookies at the Client's option. However, some of KIB's Services will not work if the cookies are disabled.

Enquiries and Complaints

Any queries, requests, concerns or complaints regarding the use of the Client's Data, removal from any of the mailing lists or any matter herein may be raised to the following contact:-

Data Officer
Kenanga Investors Berhad,
12th Floor, Kenanga International,
Jalan Sultan Ismail,
50250 Kuala Lumpur.

Changes to KIB's Privacy Policy

KIB reserves the right to change the contents of this Policy at any time via notification posted on KIB's website. The Client is advised to periodically view KIB's website for any updates or the most current version of KIB's Privacy Policy. The Client's continued usage of KIB's Services shall be deemed as acceptance of any updates, revisions or amendments made to KIB's Privacy Policy.

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