

### A. CORPORATE PARTICULARS

Name of Company <i>(As per registration document)</i>	<input type="text"/>		
Company Registration No	<input type="text"/>	Company Website	<input type="text"/>
Registered Address <i>(As per company registration)</i>	<input type="text"/>		
City	<input type="text"/>	State	<input type="text"/>
Postcode	<input type="text"/>	Country	<input type="text"/>
Mailing or Business Address <i>(If different from the above)</i>	<input type="text"/>		
City	<input type="text"/>	State	<input type="text"/>
Postcode	<input type="text"/>	Country	<input type="text"/>
Type of Business	<input type="text"/>		
Ownership	<input type="checkbox"/> Malaysia Bumiputra Controlled <input type="checkbox"/> Malaysia Non-Bumiputra Controlled <input type="checkbox"/> Foreign Controlled/Non Malaysian Controlled <input type="checkbox"/> Government Controlled <input type="checkbox"/> Others please specify <input type="text"/>		
Type of Organisation	<input type="checkbox"/> Limited <input type="checkbox"/> Private Limited <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <small>(Treasury Client only)</small> <input type="checkbox"/> Others, please specify <input type="text"/>		
Date of Incorporation	<input type="text"/>	Paid-Up Capital (RM)	<input type="text"/>
Place of Incorporation	<input type="text"/>		
Name of Bank <i>(for RM only)</i>	<input type="text"/>		
Bank Account Name	<input type="text"/>		
Bank Account No. <sup>1</sup>	<input type="text"/>		
Name of Bank <i>(for Non RM only)</i>	<input type="text"/>		
Bank Account Name	<input type="text"/>		
Bank Account No.	<input type="text"/>		

<sup>1</sup> If you are signing up for Electronic Share Payment Direct Credit ('ESP'), only 1 (one) **Current or Savings** account denominated in Ringgit Malaysia (RM) maintained with a Financial Institution based in Malaysia is acceptable. Please provide copies of Registration Document/Other ID document, and bank account statement or passbook for verification.

#### AUTHORISED PERSONNEL INFORMATION (As per Company Board Resolution, please attach for others)

Name	<input type="text"/>		
NRIC/Passport/Other ID	<input type="text"/>	Nationality	<input type="text"/>
Office Telephone No.	+ <input type="text"/>	Mobile No.	+ <input type="text"/>
Occupation / Designation	<input type="text"/>		
E-mail Address	<input type="text"/>		

#### AUTHORISED PERSONNEL INFORMATION (As per Company Board Resolution)

Name	<input type="text"/>		
NRIC/Passport/Other ID	<input type="text"/>	Nationality	<input type="text"/>
Office Telephone No.	+ <input type="text"/>	Mobile No.	+ <input type="text"/>
Occupation / Designation	<input type="text"/>		
E-mail Address	<input type="text"/>		

## A. CORPORATE PARTICULARS (cont.)

### A.1 SENIOR MANAGEMENT PARTICULARS (As per Company Board Resolution, if different from Authorised Personnel)

Definition of Senior Management: Individuals holding high-level positions and responsible for the day to day management of the Company. Please furnish Board Resolution confirming appointment of Senior Management.

### A.2 BENEFICIAL OWNER ('BO') PARTICULARS (As per Company Board Resolution, if different from Authorised Personnel)

Definition of Beneficial Owner: The natural person who ultimately owns or controls a customer &/or the natural person on whose behalf a transaction is being conducted. It includes person who exercises ultimate effective control over a legal person or arrangement. Any shareholder holding more than 25% shall be deemed to be a BO. Please furnish Board Resolution confirming the BO.

## B. CORPORATE DETAILS

1. Are you a member or participant of any stock exchanges or are you regulated or supervised by any governmental or supervisory agencies or advisory agencies?

Yes  No If yes, kindly specify: \_\_\_\_\_

2. Financial Information SALES TURNOVER in Ringgit Malaysia (RM)

Current \_\_\_\_\_

Projected \_\_\_\_\_

Total Borrowing \_\_\_\_\_

3. Ownership Structure (please select either one)

Non-Complex

Complex if the BO is unidentifiable (Complex Structure, please furnish more details)

## C. POLITICALLY EXPOSED CORPORATE (PEC) OR POLITICALLY EXPOSED PERSON (PEP)

I/We hereby declare that I am/was, or we are/were:

Not a PEC or associated to a PEP

A PEC or associated to a PEP

### Definition

"PEC" is a corporation which is associated to a PEP<sup>1</sup> by virtue of its beneficial owner, major shareholder(s), shareholders holding more than 25% interest, directors or authorized signatories being PEPs or associated to PEPs.

No	Name of Company Which Is/Was a PEC Or Associated to a PEP	Nature of Business / Position & Designation	Country of Incorporation / Country	Whether PEC is Still Associated to a PEP, Or PEP is Still Holding Position?	PEC Or PEP Associated Party's Relationship With Customer
1.					
2.					
3.					

<sup>1</sup>"Politically Exposed Person" means a natural person who is or has been entrusted with "Prominent Public Functions" locally or in a foreign country or an international organization. Immediate family members or close associates of a PEP are also deemed PEPs.

"Prominent Public Functions" include the roles held by a head of state or government, government ministers, senior politicians, senior civil servants, senior judicial or military officials, senior executives of state owned corporations, important political party officials.

"Close associates" include business partners or associates, extended family members (biological & non-biological), close friends, financially dependant individuals and individuals working closely with a PEP.

## D.1 INFORMATION DISCLOSURE FOR CROSS SELLING

### Applicant's Consent On Information Disclosure For Cross Selling Within the Kenanga Group:

I/We hereby expressly and irrevocably consent and authorize Kenanga Investment Bank Berhad ("KIBB") and/or its subsidiaries and associate companies (as the case may be) to disclose any information that I/We have provided/disclosed to KIBB and/or its subsidiaries and associated companies (as the case may be) for the purposes of cross selling, marketing and promotions, with other companies within the Kenanga Group, its agents, servants and/or such persons or third parties as Kenanga Group may deem fit.

Yes  No If no, kindly specify: \_\_\_\_\_

## D.2 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 annexed under Appendix 1 (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://www.kenanga.com.my/general/pdpa-notice>)

## E. DOMESTIC CREDIT FACILITY (DCF)

### PART I: DECLARATION AND UNDERTAKING ON DOMESTIC RINGGIT BORROWING (applicable to Resident only)

Pursuant to the Notice on Foreign Exchange Administration Rule ("FEA Rules") of Bank Negara Malaysia ("BNM"), I/we hereby declare that:;

I/We do not have Domestic Ringgit Borrowing facility.

I/We have Domestic Ringgit Borrowing facility.

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

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

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

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

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

### PART II: DECLARATION FOR INVESTMENT IN FOREIGN CURRENCY ASSETS ONSHORE AND INVESTMENT ABROAD FOR OWN ACCOUNT

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

a) I/We hereby acknowledge and confirm that I/We shall comply with the FEA Rules when performing Investment Abroad and such rules and regulations as may be imposed by BNM from time to time.

b) I/We hereby confirm that the total sum of my investment abroad/ foreign currency asset onshore which I/We will transact with Kenanga Group and any other licensed onshore bank, shall be within the prescribed FEA Rules and limits. I/We will inform Kenanga Group immediately once my/our investment in investment abroad/ foreign currency asset onshore has reached the maximum allowable amount.

c) I/We hereby undertake to provide a copy of the BNM's approval to Kenanga Group as reference for any transaction, trade, settlement or operation requiring BNM's approval and/or for transactions that exceed the limit prescribed under the FEA Rules. I/We acknowledge and agree that Kenanga Group reserves the right not to proceed or continue with my/our transaction, trade, settlement or operation if I/We fail to provide such approval to Kenanga Group within the time period prescribed by Kenanga Group.

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

Indicate the entity's category	FOR OFFICE USE ONLY	FOR OFFICE USE ONLY
Select one of the following:		FATCA status code (Refer to FATCA checklist for Corporate Clients for guidance)
<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	06 - 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 <u>NOT</u> 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 <u>NOT</u> completed)  21
<input type="checkbox"/> None of the above	Please fill up Form W-8BEN-E	22 - 34 35 (W-8BEN-E <u>NOT</u> completed)

**Declaration**

- I/We represent and declare that the information provided above is true, accurate and complete. I/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 per definitions below.
- I/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.
- I/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.
- I/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 I/we fail to provide accurate and complete information and/or documentation as Kenanga Group may require.
- I/We undertake to notify Kenanga Group in writing within 30 calendar days if there is a change in any information which I/We have provided to Kenanga Group.

**Foreign Account Tax Compliant Act (FATCA) Definitions (please see above)**

- Financial institutions 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) – (v) 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
- 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.
- 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 interests 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.

## F.2 COMMON REPORTING STANDARD (CRS)

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

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

I/We represent and declare that I/we am/are:

- Malaysia tax resident (refer below for definition). Not required to complete PART2 & PART3.       Malaysia and Non-Malaysia tax resident. Please proceed to complete PART2 & PART3 (if applicable).       Non-Malaysia tax resident. Please proceed to complete PART2 & PART3 (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 Non-Malaysia tax resident of.

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

TIN not available due to the following reasons:

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

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

Reason 3 - No TIN because of other reasons.

#### **PART 3: Entity Type**

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

- (a)  Depository Institutions, Custodial Institutions 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 officer).

#### **PART 4: Declaration**

I/We understand that the information supplied by us is covered by the full provisions of the terms and conditions governing our relationship with Kenanga Investment Bank Berhad and/or its subsidiaries including its branches ("Kenanga Group") setting out how Kenanga Group may use and share the information supplied by us.

I/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 I/We may be a tax resident of, pursuant to the intergovernmental agreements to exchange financial account information.

I/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 <https://www.oecd.org/.../AEOI...> 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)

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## G. DECLARATION BY CUSTOMER

1. To the best of your knowledge, has your application been rejected/closed/suspended by any financial institutions/securities/futures brokers for money laundering and terrorism financing or any other issues?  Yes  No If Yes, please provide details \_\_\_\_\_
2. To the best of your knowledge, are you or have you been involved in any of the following :  
Any criminal convictions  Yes  No If Yes, please provide details \_\_\_\_\_  
Any material civil litigation suits\*  Yes  No If Yes, please provide details \_\_\_\_\_  
(\* including any bankruptcy or winding up proceedings)  
Any regulatory breaches  Yes  No If Yes, please provide details \_\_\_\_\_
3. Are there any ongoing investigations or enforcement actions being conducted by enforcement or regulatory authorities against you?  
 Yes  No If Yes, please provide details: \_\_\_\_\_
4. Do you have any securities and / or futures trading accounts with other brokers?  
 Yes  No If Yes, please provide details: Firm: \_\_\_\_\_ Account No: \_\_\_\_\_
5. Are any of your Shareholders (with more than 50% voting rights) or any of your directors, as per BNM's Guidelines on Exposures with Connected Parties, related to any Directors / Employees / Dealer's Representatives / Registered Representatives of the Kenanga Group, and or any of its related companies?  
 Yes  No If Yes, please provide Name: \_\_\_\_\_ Relationship: \_\_\_\_\_
6. Are any of your directors related to any persons' Trading Account(s) maintained with the Kenanga Group?  
 Yes  No If Yes, please provide Name: \_\_\_\_\_ Trading Account No: \_\_\_\_\_ Relationship: \_\_\_\_\_
7. Are you a guarantor for any account holder in the Kenanga Group?  
 Yes  No If Yes, please provide Name: \_\_\_\_\_ Trading Account No: \_\_\_\_\_
8. I/We hereby declare / consent as follows:
- I/We are the Beneficial Owner ("BO") of all the accounts to which this Customer Information Form ("CIF") relates to.
  - I/We understand that Kenanga Group may at its absolute discretion approve the opening of our account at any of Kenanga Group's branches or reject our application without assigning any reason whatsoever.
  - I/We have read and understood the full contents of this CIF and the \*Client Account Common Terms & Conditions, or \*Client Account Common Terms and Conditions for Islamic Stockbroking or the \*Terms and Conditions governing Securities Borrowing and Lending products ("Terms") attached to this CIF and acknowledge that I/we have received a copy of the Terms. I/We fully accept and agree to be bound by the said CIF and Terms and agree that the said Terms may be varied and/or supplemented by Kenanga Group from time to time. In addition, I/we fully accept and agree to be bound by the terms and conditions of the products opening of account form. I/We shall refer to Kenanga Group's website for the updated version of the Terms. (\*where applicable)
  - That no step has been taken by any party to commence any legal proceedings or applications that could have or threaten to have the effect of winding-up on us. The "winding-up" also includes the amalgamation, reconstruction, reorganization, administration and/or appointment of a receiver and/or manager with a view to winding-up or cessation of business.
  - The particulars and information including any relevant document given in this CIF are true and correct and have not withheld any material facts or information from Kenanga Group. I/We undertake to furnish Kenanga Group with such additional particulars including any relevant document as Kenanga Group may require from time to time. I/We further authorize Kenanga Group to verify the information given by us from any source (including third parties and regulatory bodies) and in such manner as Kenanga Group shall deem fit. I/We undertake to inform Kenanga Group in writing should there be any change(s) to our particulars declared in this CIF and provide the relevant documentation.
  - I/We confirm to Kenanga Group that I/we are not involved in any money laundering activities and/or terrorism financing activities within the meaning of Section 3 of the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 ("AMLA"). I/We further agree and accept that Kenanga Group has a legal obligation under the AMLA (including any amendments to such law, and any guidelines issued or to be issued pursuant thereof by any regulator, authority and/or statutory body) ("AMLA Legislations"), which amongst others require Kenanga Group to identify and verify source of funds. In this regard, I/we shall disclose the accurate information on the source of funds and shall ensure that it is not derived from any form of illegal or unlawful activities. I/We hereby also authorize Kenanga Group to reveal any information related to our account or ourselves to any such regulatory/statutory bodies or authorities without giving me notice nor first obtaining our approval. Where any suspicion of money laundering and/or financing of terrorism arises, Kenanga Group is therefore authorized to report its suspicions to the Financial Intelligence and Enforcement Department ("FIED") in BNM or to such any other regulatory/statutory bodies without giving us notice nor first obtaining our approval. I/We further agree to abide and comply with any directives or orders which may be issued and imposed by the respective regulations, authorities and/or statutory bodies from time to time and further undertake to give any required evidence and/or documentation required by Kenanga Group, the respective regulations, authorities and / or statutory bodies for the purpose of complying with the AMLA Legislations in the applicable jurisdiction where the transactions are to be executed from time to time. Failure to comply may result in criminal sanctions against us and Kenanga Group reserves the right to freeze or terminate our account(s) pending supply of all requested particulars/information. In such an event, I/we shall have no claim and/or cause of action whatsoever against Kenanga Group in respect of any losses, liabilities, damages, claims, interest/profit, charges, expenses, costs and any other adverse consequences of whatsoever nature or howsoever incurred / suffered / sustained by us.
  - Subject to any applicable regulations/laws, by providing our email address to Kenanga Group, I/we have consented to receive communications and/or information from Kenanga Group relating to our investment via email and/or SMS. Notices delivered via email and/or SMS to us are deemed sent and received on the date such email and/or SMS is sent.
  - I/We consent for Kenanga Group and the credit reporting agencies to obtain and/or disclose any Credit Information (as defined under the Credit Reporting Agencies Act 2010 including information from the databases of Bank Negara Malaysia known as CCRIS and DCHEQS) relating to us, our directors, shareholders, security providers and/or any other third party, from and/or to the credit reporting agencies, Bank Negara Malaysia or any source deemed appropriate for the purpose of including but not limited to credit assessments, opening of account, account review and monitoring, debt recovery, scoring solutions, legal documentation and/or action consented to a contract or facility granted.
  - I/We consent to the disclosure by Bursa Malaysia Depository Sdn. Bhd. ("Bursa Depository") to Kenanga Group, and to such agents, service providers and sub-contractors of Kenanga Group as informed by Kenanga Group to Bursa Depository, of information or documents relating to our affairs and in particular, relating to our account(s) (for example balances, account particulars and transactions). This consent shall be valid until revoked by us. I/We hereby release Bursa Depository from any loss or liability arising from or in connection with this authorisation except for loss or liability which we/I may suffer as a result of any act, statement or omission that was not done in good faith by Bursa Depository.
  - I/We further consent that our information pertaining to us and our transactions may be shared within Kenanga Group, and be made available, without limitation to Kenanga Group's agents, affiliates or advisors, custodian/sub-custodian's agent's or advisors, insurers, brokers, underwriters, reinsurers, outsource service providers, guarantors or security providers, rating agencies, our advisors (including but not limited to accountants, auditors, lawyers, financial advisors or other professional advisors) where authorized by us, any other person notified by us as authorized to give instructions or to use the account(s) / facility(ies) or products or services on our behalf, any third party as a result of the acquisition or sale of any company by Kenanga Group (provided that any recipient uses my Information for the same purposes as it was originally supplied to Kenanga Group and/or used by Kenanga Group), financial institutions, Kenanga Group, and/or all relevant and applicable authorities/regulators and/or pursuant to any law.
  - I/We further consent for Kenanga Group to deal and process our personal data in accordance with its Personal Data Protection Notice annexed to the Terms (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 accepts 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://www.kenanga.com.my/general/pdpa-notice>.
  - I hereby undertake to update my company information in writing within 30 days should there be any changes to the information or declaration made herein.

**G. DECLARATION BY CUSTOMER (cont.)**

m. For any issuance and delivery of documents by way of electronic means:

- (1) 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 us 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 us in writing or via electronic means and received and acknowledged by us. I/We hereby acknowledge that Kenanga Group may cancel the email delivery service without providing any reasons and/or prior notices to us.
- (2) 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.
- (3) 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.
- (4) I/We acknowledge that any documents sent to our email address provided to Kenanga Group herein by way of electronic means shall be deemed to be duly served on us on the day such communication by email was made.
- (5) I/We shall assume all responsibilities or liabilities whatsoever for any direct or consequential losses arising from or in connection with Kenanga Group acting in accordance with 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 and behalf of Company or Corporation

Please affix your company stamp / common seal in accordance to the Board Resolution

\_\_\_\_\_  
Authorised Personnel (as per Board Resolution)

Name:  
NRIC/Passport/Co.Reg./Other ID:  
Date:

Name:  
NRIC/Passport/Co.Reg./Other ID:  
Date:

\_\_\_\_\_  
Signature of Witness

(please delete whichever is not applicable)  
Dealer's Representative/Authorised Officer of  
KIBB/Commissioner for Oaths/Authorised Officer of a  
Malaysia Embassy or High Commission Consulate/Notary  
Public/Advocate or Solicitor/Company Secretary  
Name:  
NRIC/Passport No/Other ID:  
Date:

Note: "**Kenanga Group**" means Kenanga Investment Bank Berhad or any of its subsidiaries, including branches and shall include its respective successors in title and assigns.

**Kenanga Investment Bank Berhad (15678-H)**  
**Kenanga Futures Sdn Bhd (353603-X)**

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## Declaration pursuant to the Notices on Foreign Exchange Administration (“FEA”) Rules

I/we hereby declare and undertake to Kenanga Group as follows:

- For the purpose of FEA Rules, I/we are fully aware and understand the FEA Rules applicable to us and I/we accept full responsibility for the compliance of the same.
- Applicable for investment in foreign currency assets (“FCA”) onshore and investment abroad on own account (**with domestic ringgit borrowing**).

### A. Applicable for Resident Entity

Investment Limit Amount # (in RM or equivalent in aggregate per calendar year)	Nature of transaction(s)
Up to RM50 million	<ul style="list-style-type: none"> <li>Conversion of Ringgit</li> <li>Swapping of financial assets</li> <li>Foreign currency funds sourced from Trade Foreign Currency Account</li> <li>Foreign currency borrowing obtained from a licensed onshore bank for purposes other than direct investment abroad</li> </ul>
Up to the approved amount	<ul style="list-style-type: none"> <li>Foreign currency borrowing obtained from a Non-Resident as set out in Part A of Notice 2 of the FEA Rules</li> </ul>
Up to the amount of the initial public offering (“IPO”) proceeds sourced	<ul style="list-style-type: none"> <li>Listing of shares through an IPO on the Main Market of Bursa Malaysia</li> </ul>
Any amount	<ul style="list-style-type: none"> <li>Foreign currency funds from abroad, other than proceeds from the export of goods</li> <li>Sourced from Investment FCA</li> <li>From a Non-Resident, other than foreign currency borrowing</li> <li>Foreign currency borrowing obtained from a license onshore bank for direct investment abroad</li> </ul>

### B. Applicable for Sole Proprietor or General Partnership

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

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

#### Note:

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

#### Definitions:

No.	Terminology	Description
1.	Calendar Year	The FEA investments limit cover all foreign currency transaction amounts within the year from 1 January to 31 December in the same year. The investment limits are then refreshed from 1 January the following year.
2.	Borrowing	Any credit facility, financing facility, trade guarantee or guarantee for payment of goods, redeemable preference share (including Islamic), private debt security (including Islamic) or similar facility in whatever name of form, <b>except</b> : (a) Trade credit terms extended by a supplier for all types of goods or services; (b) Forward contract with a licensed onshore bank excluding a contract that involves:- <ul style="list-style-type: none"> <li>the exchanging or swapping of ringgit or foreign currency debt obligation with another foreign currency debt obligation; or</li> <li>the exchanging or swapping of foreign currency debt obligation with a ringgit debt obligation;</li> </ul> (c) Performance guarantee or financial guarantee;



No.	Terminology	Description
		(d) Operational leasing facility; (e) Factoring facility without recourse; (f) A credit facility or financing facility obtained by a Resident individual from a Resident to purchase one (1) residential property and one (1) vehicle; or (g) Credit card and charge card facility obtained by a Resident individual from a Resident.
3.	Derivatives	Any agreement, including an option, a swap, futures or forward contract, whose market price, value, delivery or payment obligations is derived from, referenced to or based on, but not limited to, securities, commodities, assets, rates (including interest rates or exchange rates) or indices.
4.	Direct Investment Abroad	(a) Investment abroad resulting in at least 10% equity ownership or control of a Non-Resident Entity; (b) Inter-company lending to a Non-Resident Entity within its Group of Entities; or (c) Capital expenditure in unincorporated entities or projects by agreement with no establishment created, where a Resident investor: <ul style="list-style-type: none"> <li>• contributes capital at least 10% of the project cost;</li> <li>• is entitled to at least 10% profits from the unincorporated entity/project; or</li> <li>• has management control of the unincorporated entity/project.</li> </ul>
5.	Direct shareholder	A shareholder with at least 10% shareholding in a Resident Entity
6.	Domestic Ringgit Borrowing	Borrowing in ringgit obtained by a Resident from another Resident, including Licensed Onshore Banks, but shall exclude items (a) – (g) in No.2 above.  For a Resident Entity the borrowing shall exclude borrowing from another Resident Entity within its Group of Entities with Parent-Subsidiary Relationship.
7.	Entity	Any corporation, statutory body, local authority, society, co-operative, limited liability partnership and any other body, organisation, association or group of persons, whether corporate or unincorporate, in or outside Malaysia and also includes the Federal Government, State Government or any other governments
8.	Export of Goods	Movement or transfer of goods by land, sea or air from Malaysia to any territory outside of Malaysia
9.	General Partnership	"Partnership" as defined in subsection 3(1) of the Partnership Act 1961 [Act 135]
10.	Group of Entities	Means a Resident Entity's: <ol style="list-style-type: none"> <li>(a) ultimate holding entity;</li> <li>(b) parent or head office;</li> <li>(c) branch;</li> <li>(d) subsidiary where the Resident Entity owns more than 50% of shares in the subsidiary;</li> <li>(e) associate company where the Resident Entity owns between 10% and 50% of shares in the associate company; or</li> <li>(f) sister company where the Resident Entity and its sister company have common shareholders</li> </ol>
11.	Investment Abroad	(a) Making of any payment for: <ul style="list-style-type: none"> <li>• Purchase of foreign currency-denominated asset in Malaysia offered by a Non-Resident, including Labuan entity;</li> <li>• Purchase of foreign currency-denominated asset offered outside Malaysia;</li> <li>• Lending in foreign currency to a Non-Resident;</li> <li>• Administrative expenses, working capital arising from the set-up of any business arrangement, including a joint venture project where no entity is created or established, outside Malaysia;</li> <li>• Purchase of foreign currency-denominated Financial Instrument or Islamic Financial Instrument without firm commitment, other than exchange rate derivatives, offered on an overseas Specified Exchange under the Capital Markets and Services Act 2007 undertaken by a Resident through a Resident futures broker;</li> <li>• Placement into Investment Foreign Currency Account in Malaysia as specified in Notice 3;</li> <li>• Placement into foreign currency account overseas other than for education or employment abroad; or</li> </ul> (b) Swapping of a financial asset in Malaysia for a financial asset outside Malaysia.  <b>Note:</b> <i>Example of investment abroad, amongst others, include equity investment, payment for the purchase of real estate including payment for renovation of the property, payment for education abroad, placement of deposit with Non-Resident financial institution, etc.</i>  <i>Where it involves remittance/placement of foreign currency fund (e.g. telegraphic transfer) for settlement of education abroad or employment abroad, it is not subjected to the RM1 million or in equivalent aggregate investment limit per calendar year. However, customers must present the relevant supporting documents (such as letter of admission from the foreign educational institution, letter of employment from the company, work permit, etc.) to support the remittance.</i>
12.	Investment in Foreign Currency Asset Onshore	Making of any payment for: <ol style="list-style-type: none"> <li>(a) Purchase of foreign currency-denominated security or Islamic security offered in Malaysia by a Resident as approved by BNM;</li> <li>(b) Purchase of foreign currency-denominated Financial Instrument or Financial Instrument offered in Malaysia by a Resident as approved by BNM; or</li> </ol>

No.	Terminology	Description
		<p>(c) Placement into foreign currency account with a licensed onshore bank other than placement for investment abroad.</p> <p><b>Note:</b>  <i>Example of FCA onshore includes funds being converted to foreign currency in Malaysia and is not remitted outward to a another country (e.g. Dual Currency Investment ("DCI"), Foreign Currency Account ("FCA"), Foreign Currency ("FC") Fixed Deposit, FC denominated structured investments, FC denominated bonds/sukuk and any FC denominated deposits or investments.</i></p>
13.	Labuan entity	<p>An entity which is created, incorporated, licensed or registered, as the case may be, under any of the following Acts:</p> <p>(a) Labuan Companies Act 1990 [Act 441];  (b) Labuan Trust Act 1996 [Act 554];  (c) Labuan Foundations Act 2010 [Act 706];  (d) Labuan Limited Partnerships and Limited Liability Partnerships Act 2010 [Act 707];  (e) Labuan Financial Services and Securities Act 2010 [Act 704]; or  (f) Labuan Islamic Financial Services and Securities Act 2010 [Act 705].</p>
14.	Licensed Onshore Bank	<p>A licensed bank and licensed investment bank under Financial Services Act 2013 [Act 758] and licensed Islamic bank under the Islamic Financial Services Act 2013 [Act 759]</p>
15.	Non-Resident	<p>(a) Malaysian citizen who has obtained permanent resident ("PR") status of a country or territory outside Malaysia and is residing outside Malaysia for more than 182 days;  (b) An overseas branch, a subsidiary regional office, sales office or representative office of Resident company;  (c) Embassies, consulates, high commissions, superannuation or international organizations; or  (d) Any person other than a Resident.</p>
16.	Parent-Subsidiary relationship	<p>Means direct or indirect relationship where a Resident Entity is</p> <p>(a) A holding Entity or ultimate holding Entity of another Resident Entity;  (b) A subsidiary of another Resident Entity; or  (c) A Subsidiary of a Non-Resident Entity, where the ultimate holding Entity is a Resident Entity</p>
17.	Resident	<p>(a) A citizen of Malaysia, excluding a citizen who has obtained PR status in a country or a territory outside Malaysia and is residing outside Malaysia for more than 182 days;  (b) A non-citizen of Malaysia who has obtained PR status in Malaysia and is ordinarily residing in Malaysia for more than 182 days;  (c) A body corporate incorporated or established, or registered with or approved by any authority in Malaysia;  (d) An unincorporated body registered with or approved by any authority in Malaysia; or  (e) The Government or ant State Government in Malaysia.</p>
18.	Securities	<p>Shares, stocks, bonds, notes (other than promissory notes), debentures, debentures stocks, units under a unit trust scheme, a secondary security and coupons, whether in scripless form or in bearer certificates, including certificates of title to securities or any letter of allotment which may be renounced, any letter of rights, any warrants conferring an option to acquire a security, any deposit certificate in respect of securities and such other documents conferring, or containing evidence of rights to securities as may be specified by BNM.</p>

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