

INDIVIDUAL CUSTOMER INFORMATION FORM

(Please read the terms and conditions before filling this form. Please complete this form in **BLOCK LETTERS** and mark (X) wherever applicable.)

A. PERSONAL PARTICULARS

Name
(As per NRIC/Passport/
Other ID)

Title Mr/En Ms/Cik Others, please specify

Gender Male Female

Form of Identification NRIC Passport Army/Police Identity Others, please specify

Identification No. Old NRIC

Date of Birth - - Country of Birth

Permanent Address
(As per NRIC/Passport/
Other ID)

City State

Postcode Country

Mailing or Correspondence
Address
(If different from the above)

City State

Postcode Country

Mobile No. ¹ + Home Telephone No. +

Office Telephone No. + Extension No.

E-mail Address¹

Nationality or Citizenship (please select whichever applicable)

¹ Mandatory if you are signing up for Electronic Share Payment Direct Credit ('ESP')

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

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

Country of Origin (mandatory for Non-Malaysian or PR Outside Malaysia to declare)

Race Malay Chinese Indian Others, please specify

Bumi Status Bumiputra Non-Bumiputra

Marital Status Single Married Others, please specify

Employment Status Salaried (____ Years) Self-Employed (____ Years) Unemployed / Others, please specify _____

Name of Employer / Company

Occupation / Designation

Type of Business

Employer's / Company's Address

City State

Postcode Country

A. PERSONAL PARTICULARS (cont.)

Name of Bank (for RM only)

Bank Account Name

Bank Account No.² Joint Account Yes No

Name of Bank (for Non-RM only)

Bank Account Name

Bank Account No. Joint Account Yes No

² Mandatory if you are signing up for Electronic Share Payment Direct Credit ('ESP'). For 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 NRIC/Other ID document, and bank account statement or passbook for verification.

B. SPOUSE / NEXT OF KIN PARTICULARS

Name

Form of Identification NRIC Passport Army/Police Identity Others, please specify

Identification No. Old NRIC

Relationship With Applicant

Contact No. + Occupation

Name of Employer / Company

C. INVESTMENT PROFILING

1. What is your main source of fund to finance the investment?
 Employment Savings / Inheritance Business EPF Others _____

2. What is your estimated net worth?
 < RM 50,000 RM 50,001 – RM 100,000 RM 100,001 – RM 200,000 RM 200,001 – RM 500,000 RM 500,001 – RM 1 Million
 > RM 1 Million – RM 3 Million > RM 3 Million

3. What is your annual income?
 < RM 12,000 RM 12,001 – RM 30,000 RM 30,001 – RM 60,000 RM 60,001 – RM 90,000 RM 90,001 – RM 120,000
 RM 120,001 – RM 240,000 > RM 240,000

4. How many years do you plan to hold your investment?
 < 2 years 2 – 5 years > 5 – 10 years > 10 years

5. What is your purpose of Investment?
 Retirement Fund Capital Gain Constant Income Child's Education Savings Speculative Trading Others _____

D. POLITICALLY EXPOSED PERSON (PEP)

I hereby declare that I am / was:
 Not a PEP or associated to a PEP
 A PEP or associated to a PEP

Definition

"PEP" means a natural person who is or has been entrusted with "Prominent Public Functions"¹ locally or in a foreign country or an international organization. Immediate family members or close associates² of a PEP are also deemed PEPs. I undertake to notify Kenanga Group in writing within 30 days if there is any change in the information which I have provided to Kenanga Group.

No	Name Of Person Who Is/Was A PEP Or Associated To A PEP	Position & Designation	Country	Whether PEP Still Holding Position?	Customer's Relationship With PEP Or PEP Associated Party
1.					
2.					
3.					

¹ "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.

² "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.

E.1 INFORMATION DISCLOSURE FOR CROSS SELLING

Applicant's Consent On Information Disclosure For Cross Selling Within Kenanga Group of Companies

I 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 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 Kenanga Group, its agents, servants and/or such persons or third parties as Kenanga Group may deem fit.

Yes No

If No, kindly specify: _____

E.2 PDPA CONSENT

I hereby consent for Kenanga Group to deal and process my 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 confirm that I have read and understood the Personal Data Protection Notice and accept the terms and conditions.

(For the most current version of the Personal Data Protection Notice at all material times, please refer to the posting on <https://www.kenanga.com.my/general/pdpa-notice>)

F. 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 hereby declare that:

I do not have Domestic Ringgit Borrowing facility

I have Domestic Ringgit Borrowing facility

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

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

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

* Remaining balance for investment RM _____ (* please refer to the **Appendix** for further details of the 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 undertake to update Kenanga Group of the changes immediately, failing which Kenanga Group may proceed to take all necessary actions deemed fit without reference to me.

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

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

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

G.1 FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA)

Please mark "X" on one of the following:

I represent and declare that I am a:

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

Please check only if applicable:

- I hereby confirm that I am born in the U.S but I'm not a U.S. Person.
I do not have the "Certificate of Loss of Nationality", because I have:

- Lost this certificate, or
- Other reason, (please describe) _____

Declaration

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

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

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

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

I undertake to notify Kenanga Group in writing within 30 calendar days if there is a change in any information which I have provided to Kenanga Group.

Definitions

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 included 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.

G.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 represent and declare that I am a:

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

PART 2: Non-Malaysia Taxpayer Identification Number Declaration

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

PART3: Declaration

I understand that the information supplied by me is covered by the full provisions of the terms and conditions governing my relationship with Kenanga 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 me.

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

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

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

Definition of Selected Terms

(a) Taxpayer Identification Number (TIN)

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

(b) Malaysia Tax Resident

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

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H. 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 or 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. Are you an Employee / Dealer's Representative / Registered Representative of a Participating Organisation of Bursa Malaysia Securities Berhad, or any exchanges or Futures Broker?
 Yes No If Yes, please provide details of the firm: _____
5. Do you have any securities and / or futures trading accounts with other brokers?
 Yes No If Yes, please provide details: Firm: _____ Account No: _____
6. Are you related to any Directors / Employees / Dealer's Representative / Registered Representatives of the Kenanga Group, and or any of its related companies?
 Yes No If Yes, please provide Name: _____ Relationship: _____
7. Do you have any 'related persons' (including spouse, children and parents) who maintain Trading Account(s) with the Kenanga Group?
 Yes No If Yes, please provide Name: _____ Trading Account No: _____ Relationship: _____
8. Are you a Director or a substantial shareholder of a registered company which has a Trading Account with the Kenanga Group?
 Yes No If Yes, please provide Name: _____ Trading Account No: _____
9. Are you a guarantor for any account holder in Kenanga Group?
 Yes No If Yes, please provide Name: _____ Trading Account No: _____
10. I hereby declare / consent as follows:
- I am the Beneficial Owner ("BO") of all the accounts to which this Customer Information Form ("CIF") relates to.
 - I understand that Kenanga Group may at its absolute discretion approve the opening of my account at any of Kenanga Group's branches or reject my application without assigning any reason whatsoever.
 - I have read and understood the full contents of this CIF and the *Client Account Common Terms & Conditions, or the *Client Account Common Terms and Conditions for Islamic Stockbroking or the *Terms and Conditions governing Securities Borrowing and Lending products and facilities ("Terms") attached to this CIF and acknowledge that I have received a copy of the Terms. I 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 fully accept and agree to be bound by the terms and conditions of the products opening of account form. I shall refer to Kenanga Group's website for the updated version of the Terms. (*where applicable).
 - I am over eighteen (18) years old and am neither insolvent nor an undischarged bankrupt. I do not have any criminal records nor any litigation cases pending against me for any debt due and I have not been declared a defaulter at any time to date.
 - The particulars and information including any relevant document given in this CIF are true and correct and I have not withheld any material facts or information from Kenanga Group. I undertake to furnish Kenanga Group with such additional particulars including any relevant document as Kenanga Group may require from time to time. I further authorize Kenanga Group to verify the information given by me from any source (including third parties and regulatory bodies) and in such manner as Kenanga Group shall deem fit. I undertake to inform Kenanga Group in writing should there be any change(s) to my particulars declared in this CIF and provide the relevant documentation.
 - I confirm to Kenanga Group that I am 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 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 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 hereby also authorize Kenanga Group to reveal any information related to my account or myself to any such regulatory/statutory bodies or authorities without giving me notice nor first obtaining my 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 me notice nor first obtaining my approval. I 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 me and Kenanga Group reserves the right to freeze or terminate my account(s) pending supply of all requested particulars/information. In such an event, I 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 me.
 - 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.
 - I 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 me 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 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 my affairs and in particular, relating to my account(s) (for example balances, account particulars and transactions). This consent shall be valid until revoked by me. I hereby release Bursa Depository from any loss or liability arising from or in connection with this authorisation except for loss or liability which I may suffer as a result of any act, statement or omission that was not done in good faith by Bursa Depository.
 - I further consent that the information pertaining to me and my 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, my advisors (including but not limited to accountants, auditors, lawyers, financial advisors or other professional advisors) where authorized by me, any other person notified by me as authorized to give instructions or to use the account(s) / facility(ies) or products or services on my 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 further consent for Kenanga Group to deal and process my 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 confirm that I 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 personal information in writing within 30 days should there be any changes to the information or declarations made herein.
 - For any issuance and delivery of documents by way of electronic means:
 - I 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 from time to time through email when the service is made available. I hereby confirm that this consent shall be valid for an indefinite period until revoked by me in writing or via electronic means and received and acknowledged by me. I hereby acknowledge that Kenanga Group may cancel the email delivery service without providing any reasons and/or prior notices to me.

H. DECLARATION BY CUSTOMER (cont.)

- (2) I 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 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 consent to receive documents via post, fax or such other means as Kenanga Group deems fit and appropriate.
- (4) I acknowledge that any documents sent to my email address provided to Kenanga Group herein by way of electronic means shall be deemed to be duly served on me on the day such communication by email was made.
- (5) I shall assume all responsibilities or liabilities whatsoever for any direct or consequential losses arising from or in connection with KIBB acting in accordance with my authorisation. I 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.

Signature of Customer

Name:

NRIC/Passport/Other ID:

Date:

Signature of Witness

(please delete whichever is not applicable)

Dealer's Representative/Authorised Officer of KIBB/Commissioner of Oaths/Authorised Officer of a Malaysia Embassy or High Commission Consulate/Notary Public/Advocate or Solicitor

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 hereby declare and undertake to Kenanga Group as follows:

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

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

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 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, except : (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"> the exchanging or swapping of ringgit or foreign currency debt obligation with another foreign currency debt obligation; or the exchanging or swapping of foreign currency debt obligation with a ringgit debt obligation; (c) Performance guarantee or financial guarantee; (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.	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.
5.	Investment Abroad	(a) Making of any payment for: <ul style="list-style-type: none"> Purchase of foreign currency-denominated asset in Malaysia offered by a Non-Resident, including Labuan entity; Purchase of foreign currency-denominated asset offered outside Malaysia; Lending in foreign currency to a Non-Resident; 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; 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; Placement into Investment Foreign Currency Account in Malaysia as specified in Notice 3; Placement into foreign currency account overseas other than for education or employment abroad; or (b) Swapping of a financial asset in Malaysia for a financial asset outside Malaysia.

No.	Terminology	Description
		<p>Note: <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></p> <p><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></p>
6.	Investment in Foreign Currency Asset Onshore	<p>Making of any payment for:</p> <ul style="list-style-type: none"> (a) Purchase of foreign currency-denominated security or Islamic security offered in Malaysia by a Resident as approved by BNM; (b) Purchase of foreign currency-denominated Financial Instrument or Financial Instrument offered in Malaysia by a Resident as approved by BNM; or (c) Placement into foreign currency account with a licensed onshore bank other than placement for investment abroad. <p>Note: <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>
7.	Licensed Onshore Bank	A licensed bank and licensed investment bank under Financial Services Act 2013 [Act 758] and licensed Islamic bank under the Islamic Financial Services Act 2013 [Act 759]
8.	Non-Resident	<ul style="list-style-type: none"> (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.
9.	Resident	<ul style="list-style-type: none"> (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.
10.	Securities	Shares, stocks, bonds, notes (other than promissory notes), debentures, debentures stocks, units under a unit trust scheme, a secondary security and coupons, whether in scripless form or in bearer certificates, including certificates of title to securities or any letter of allotment which may be renounced, any letter of rights, any warrants conferring an option to acquire a security, any deposit certificate in respect of securities and such other documents conferring, or containing evidence of rights to securities as may be specified by BNM.

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