

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

A. CORPORATE PARTICULARS

Name of Company
(As per registration document)

Company Registration No
/ New SSM No

Old Company
Registration No

Registered Address
(As per registration document)

City

State

Postcode

Country

Mailing Address
(If different from above)

City

State

Postcode

Country

Type of Business

Ownership

☐ Malaysia Bumiputra Controlled

☐ Malaysia Non-Bumiputra Controlled

☐ Foreign Controlled/Non-Malaysian Controlled

☐ Government Controlled

☐ Others, please specify

☐ Limited

☐ Private Limited

☐ Partnership

Type of Organisation

☐ Sole Proprietor
(Treasury Client only)

☐ Others, please specify

Date of Incorporation

Paid-Up Capital (RM)

Place of Incorporation

Bank Details

Name of Bank
(for RM only)

Bank Account Name

Bank Account No.

Foreign Bank Details

Name of Bank
(for Non-RM only)

Bank Account Name

Bank Account No.

Swift Code

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

Name

NRIC/Passport/Other ID

Nationality

Office Telephone No.

Mobile No.

Occupation/Designation

E-mail Address

AUTHORISED PERSONNEL INFORMATION (As per Company Board Resolution)

Name

NRIC/Passport/Other ID

Nationality

Office Telephone No.

Mobile No.

Occupation/Designation

E-mail Address

--- The remainder of this page is intentionally left blank ---

B. CORPORATE PARTICULARS (CONT'D)

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, together with details such as NRIC/Passport/Other ID number, date of birth, nationality. Please furnish the Group Shareholding Structure.

C. CORPORATE DETAILS

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

D. POLITICALLY EXPOSED CORPORATE (PEC)

I/We hereby declare that the Company is:

☐ Not a PEC / GLC / SOE

☐ A PEC / GLC / SOE

Definition

"PEC" is a corporation which is:

- i) associated to a PEP¹ by virtue of its beneficial owner, major shareholder(s), shareholders holding more than 25% interest, directors or authorized signatories being PEPs
- ii) GLC / SOE
- iii) categorised by KIBB Group 3rd party screening provider as direct or indirect GLC / SOE

To complete the table below if the client declares as PEC:

| No | Name of PEP in Corporate Client | Position & Designation of PEP in Corporate Client | Nationality of PEP in Corporate Client | To state PEP's Prominent Public Function (if applicable) |
|----|---------------------------------|---|--|--|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |

"PEP" or "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 member PEP (e.g. parents, siblings, spouse, child, spouse's parent for both biological and non-biological) 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.

"GLC" or "Government-linked company" refers to a company where the government is the majority shareholder or single largest shareholder and has the ability to exercise and/or influence major decisions such as appointment of board members and senior management.

"SOE" or "State-owned enterprise" refers to an entity where the government (federal or state level) exercises ownership directly by a government ministry, department or agency or indirectly through a government-linked investment company, statutory body or a public sector agency. SOEs include state-owned corporations or companies (SOCs) and may also take the form of statutory bodies that undertake commercial activities.

E. 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: _____

F. 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>)

G. DOMESTIC RINGGIT BORROWING FACILITY (DRB)

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

Pursuant to the Notice on Foreign Exchange Administration Rule Foreign Exchange Policy (FEP) of Bank Negara Malaysia ("BNM"), I/we hereby declare that we have /

☐ We do not have Domestic Ringgit Borrowing facility.

☐ We have Domestic Ringgit Borrowing facility.

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 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 unutilized balance for foreign currency investment RM _____ (please refer to the **Appendix 1** for further details of the FEP Notices 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 FOREIGN CURRENCY OFFSHORE FOR OWN ACCOUNT

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

- I/We hereby acknowledge and confirm that I/We shall comply with the *FEP Notices* when performing Foreign Currency Offshore and such rules and regulations as may be imposed by BNM from time to time.
- I/We hereby confirm that the total sum of my Foreign Currency Offshore / foreign currency asset onshore which we will transact with Kenanga Group and any other licensed onshore bank, shall be within the prescribed Rules and limits. I/We will inform Kenanga Group immediately once my/our investment in Foreign Currency Offshore / foreign currency asset onshore has reached the maximum allowable amount.
- 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 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.

H.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(1) 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(2) (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> <u>Does the entity have substantial United States owners (3)?</u> <input type="checkbox"/> Yes <input type="checkbox"/> No | If "Yes" is selected • The entity is classified as Reportable Passive NFFE and • Please fill up Form W-8BEN-E If "No" is selected: • The entity is classified as Non-reportable Passive NFFE | 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⁽¹⁾", "U.S. person⁽²⁾" and "substantial United States owner⁽³⁾" 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,

- (iv) 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
 - (v) any trust if,
 - (a) a court within the United States is able to exercise primary supervision over the administration of the trust, and
 - (b) one or more United States persons have the authority to control all substantial decisions of the trust.
- (3) Substantial United States owners mean:
- (i) 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)
 - (ii) With respect to any foreign partnership, any specified U.S. person that owns, directly or indirectly, more than 10 percent of the profit's interests or capital interests in such partnership; and
 - (iii) In the case of a trust:
 - (a) Any specified U.S. person treated as an owner of any portion of the trust under sections 671 through 679; and
 - (b) Any specified U.S. person that holds, directly or indirectly, more than 10 percent of the beneficial interests of the trust.

H.2 COMMON REPORTING STANDARD (CRS)

Country/Jurisdiction of Residence for Tax Purposes and related Taxpayer Identification Number (TIN) ¹

¹Mandatory to be filled

PART 1: Country/Jurisdiction of Residence Declaration

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

- ☐ Malaysia tax resident (refer below for definition). Required to complete TIN No and SST No.
 ☐ 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).

Tax Identification Number (TIN): _____

Sales and Service Tax (SST) Number: _____

For E-Invoice Purposes

- ☐ Yes, I/We wish to Receive E-Invoice
☐ No, I/We do not wish to Receive E-Invoice

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

TIN not available due to the following reasons:

- Reason 1 - The country/jurisdiction of tax residence does not issue TINs to its residents
 Reason 2 - No TIN is required. (Note: Only select this reason if the domestic law of the relevant jurisdiction does not require the collection of TIN issued by such jurisdiction)
 Reason 3 - No TIN because of other reasons.

PART 3: Entity Type

- 1 If you are a Financial Institution, please select either one of the following types 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

Investment Entity

- (a) 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.

Investment Entity located in a non-participating jurisdiction

- (b) An Investment Entity (defined in (a) above) which is located in a non-participating jurisdiction. Refer to the website <https://www.oecd.org/en/networks/global-forum-tax-transparency/resources/automatic-exchange-of-information-ratings.html> for the countries listed as participating jurisdictions

Controlling Persons

- (c) 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.

Taxpayer Identification Number (TIN)

- (d) 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.

Malaysia Tax Resident Entity

- (e) For definition of Malaysia Tax Resident Entity, refer to the link: http://lampiran2.hasil.gov.my/pdf/pdfam/Section_8.pdf

Sales and Service Tax Number (SST)

- (f) Service tax that is a tax charged and levied on taxable services provided by any taxable person in Malaysia in the course and furtherance of business. A single stage tax levied on imported and locally manufactured goods, either at the time of importation or at the time the goods are sold or otherwise disposed of by the manufacturer.

e-Invoice

- (g) An e-Invoice is a digital representation of a transaction between a supplier and a buyer. e-Invoice replaces paper or electronic documents such as invoices, credit notes, and debit notes.

--- The remainder of this page is intentionally left blank ---

I. 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, terrorism financing, proliferation 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 follow
- a. The transactions of all the accounts to which this Customer Information Form ("CIF") relates to - are executed in our capacity and not as proxy.
- b. 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.
- c. 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)
- d. 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.
- e. 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.
- f. I/We confirm to Kenanga Group that the Company/I/we are not involved in any money laundering activities, terrorism financing, proliferation 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. I/We further agree to abide and comply with any directives or orders which may be issued and imposed by the respective regulators, 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 regulators, 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 suspend 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.
- g. 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.
- h. 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. 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.
- j. 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.
- k. 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>.
- l. 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.

I.2 DECLARATION BY CUSTOMER (CONT'D)

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

Authorised Personnel (as per Board Resolution)

Name:

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

Date:

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

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 (197301002193) (15678-H)

Kenanga Futures Sdn Bhd (199501024398) (353603-X)

--- The remainder of this page is intentionally left blank ---

J. DECLARATION, ACKNOWLEDGMENT AND AUTHORISATION BY CUSTOMER

I/We hereby solemnly, voluntarily, conscientiously, irrevocably, and unconditionally declare / consent, that I/we have read and fully understood the full contents of the following:

1. I/We acknowledge and agree to abide by all the terms of this Equity Broking Account Opening ("Products") Form. The terms of this Products Form shall be read together with the terms of the Customer Information Form ("CIF"). The terms of this Products Form shall prevail in the event of any inconsistency between these terms and the terms of the CIF.
2. I/We hereby declare that the particulars and information given in this Products Form are true and correct and I/We have not withheld any material facts or information from KIBB. I/We undertake to furnish KIBB with such additional particulars as KIBB may require from time to time. I/We further authorize KIBB to verify the information given by me/us from any source (including third parties and regulatory bodies) and in such manner as KIBB shall deem fit. I/We undertake to inform KIBB in writing should there be any change(s) to our particulars declared in this Products Form.
3. I/We hereby instruct/authorize KIBB to credit all my/our sale proceeds, dividend and net contra gains, whichever is applicable due to me/us after deducting all outstanding charges, contra losses etc arising from my transactions effected through my/our trading account shall be auto credited to my/our trust account. This standing instruction shall take effect until I/we expressly revoke it by executing the Equity Broking Update form.
4. In consideration of my/our instruction/authorization for my/our trust withdrawal to be credited to the bank account(s) provided by me/us, I/we undertake and agree to indemnify KIBB from and against all actions, demands, losses, damages, costs, charges and/or expenses which KIBB may sustain, incur and/or be liable in consequence of, attribute to or arising from KIBB performing the aforesaid request/instruction or otherwise in relation thereto. I/We agree that in the event the payment into my/our bank account cannot be affected due to unforeseen circumstances, KIBB may credit the payment into my/our trust account with KIBB without KIBB having to consult or confirm with me/us. KIBB has the right to reject my/our instruction in the event it is found that the bank account(s) as provided by me/us is a third-party account.
5. *I/We have read and understood the risk disclosure statement as stated in the *Client Account Common Terms and Conditions, or the *Client Account Common Terms and Conditions for Islamic Stockbroking in investing in structured warrants, or the *Terms and Conditions governing Securities Borrowing and Lending products and facilities. (*where applicable).
6. I/We hereby confirm my/our account settlement instruction for Global Trading as stated above, and I/We hereby agree with the following:
 - a) All receipt and payment of foreign currencies must be remitted via interbank / telegraphic transfer to "Kenanga Investment Bank Berhad" only. Any bank charges shall be borne by me/us. Foreign currency cash/cheque is not acceptable over the counter.
 - b) I/we will instruct KIBB by giving one (1) market day advance notice for any cross-currency settlement / withdrawal of trust monies in foreign currency and KIBB shall affect the remittance transaction based on the relevant currency conversion rate.
 - c) To abide by KIBB's internal policies, the applicable rules and regulations imposed by the regulators and any amendments or variation thereof.
 - d) To bear any fees, charges and / or penalties which may be charged by any agent banks or banking institutions should I/we remit foreign currency inward or outward via interbank/telegraphic transfers.
7. I/We hereby declare that the status of my/our trading account is as stated below: **(tick where applicable)**
 - ☐ For me / us as a beneficial owner; or
 - ☐ For me / us as an authorized nominee / exempt authorized nominee (please cross out which are not relevant)
8. I/We hereby declare that the beneficial owner(s) of my/our trading account and CDS account is/are the same (only applicable for those who select authorized nominee/exempt authorized nominee under paragraph 7).
9. I/We hereby provide my/our consent to, and agree that, KIBB shall be entitled to co-mingle all or part of monies deposited by me/us for KIBB to hold and to utilize for payment of all such amount that may be due from me/us from time to time under my/our trading account(s) with KIBB for trading purposes ("Deposit"), with other sums that KIBB may hold for other clients in trust account(s) with financial institution(s) of its choice. I/We shall be entitled to receive interest / profit earned on the Deposit at the rate prescribed by KIBB in its sole and absolute discretion ("Interest / Profit Earned"), provided that I/we maintain minimum Deposit of a sum as prescribed and notified by KIBB ("Minimum Amount"). I/We further consent and agree that KIBB shall be entitled to keep the following interest / profit earned to defray KIBB's administrative costs:
 - a) in the event where my/our Deposit is above the Minimum Amount, all the interest / profit earned from the Deposit exceeding the Interest / Profit Earned; and
 - b) in the event where my/our Deposit is the Minimum Amount or below, all interest / profit earned on my Deposit.
10. I hereby consent to the disclosure by Bursa Malaysia Depository Sdn. Bhd. ("Bursa Depository") to KIBB, and to such agents, service providers and sub-contractors of KIBB as informed by KIBB 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) ("Information"). 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.

Note: "KIBB" means Kenanga Investment Bank Berhad (197301002193) (15678-H) or any of its subsidiaries, including branches, and shall include its respective successors in title and assigns.

"Beneficial Owner" has the meaning as in the BNM's Policy Document on Anti-Money Laundering, Countering Financing of Terrorism, Countering Proliferation Financing and Targeted Financial Sanctions for Financial Institutions and SC's Guidelines on Prevention of Money Laundering, Countering Financing of Terrorism, Countering Proliferation Financing and Targeted Financial Sanctions for Reporting Institutions in the Capital Market.

"Authorised Nominee" and "Exempt Authorised Nominee" have the meaning as in the Securities Industry (Central Depositories) Act and the Depository Rules.

Kenanga Group shall not engage in any dealings involving specified persons or restricted currencies as defined by Bank Negara Malaysia's Foreign Exchange Policy Notices, unless with prior approval from BNM or as permitted under prevailing regulations.

--- The remainder of this page is intentionally left blank ---

K. CUSTOMER CONSENT FOR DISCLOSURE AND USE OF THE CUSTOMER INFORMATION

For the purposes of the provision of any service(s) and/or financial product(s) to me/us by Kenanga Investment Bank Berhad ("**Bank**") and its group of companies including its subsidiaries and related companies ("**Kenanga Group**") and/or for the performance of any contract(s)/agreement(s) between Kenanga Group and me/us (hereinafter collectively the "**Kenanga Services & Products**"), I/we hereby acknowledge that the Bank will collect and process any information relating to me/us, our directors and shareholders (if we are a corporation), my/our representatives, my/our security provider(s) and/or any other third party (collectively, the "**Data Subjects**").

In addition to the permitted disclosures provided under the Personal Data Protection Act 2010 and Schedule 11 of the Financial Services Act 2013 and/or Islamic Financial Services Act 2013, by signing and returning the copy of this **Customer Consent Form** to the Bank, I/we hereby consent, authorize and permit Kenanga Group and/or its officers and employees to collect, disclose and furnish, without further notification or concurrence by the Bank, any information and data relating to me/us, any document, record and information concerning the financial product(s) and/or services provided or to be provided to me/us, my/our accounts and/or future accounts with Kenanga Group, the performance of any contract(s)/agreements between me/us and Kenanga Group, and/or any other matters relating to the Bank's business and operations (if we are a corporation) to such extent as Kenanga Group may require for the provision of the Kenanga Services & Products ("**Information**").

I/We hereby acknowledge that the Bank may use, process and/or disclose the Information for the following purposes in and/or outside Malaysia ("**Purpose**"):

- to assess and process my/our applications for the Kenanga Services & Products including to handle any issue and/or query during such applications;
- to manage and maintain my/our accounts/facilities with the Bank;
- for crime or fraud detection, investigation, prevention, prosecution and compliance with sanctions, including know your customer (KYC) and regular screening and any searches.
- to respond to the requirements of a civil or criminal legal process, government and/or any regulatory body, and/or for regulatory compliance purpose and/or as required by law or regulation (including the European Union member states);
- for debt collection and enforcement of my/our obligations to the Bank and/or recovery of monies due and payable by me/us under the Kenanga Services & Products;
- for audit, compliance and risk management;
- to transfer or assign my/our rights and duties under any governing terms and conditions between me/us and the Bank;
- to perform shared services within Kenanga Group;
- for the outsourcing of business and back-room operations of Kenanga Group;
- for the transfer, storing and processing of the Information to a cloud service provider whether within Malaysia or outside Malaysia in order to carry out any of the Purposes stated in this letter;
- to transfer the Information 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 my/our vital interest or where it is in the public interest to do so; and/or
- for any other purposes that are required or permitted by any law, regulation, order and/or guidelines.

The Information may be disclosed to the following parties ("**Parties**"):

- the other entities/companies (including future entities/companies) within Kenanga Group, and its agents, affiliates and associates;
- share registrars;
- the issuer of securities related to the Kenanga Services & Products that I/we have subscribed/invested;
- administrators, liquidators (interim or permanent), judicial managers, receivers and managers;
- other financial institutions granting or intending to grant any credit facilities to me/us, the Central Credit Bureau or any other central credit bureau established by the Central Bank of Malaysia ("BNM") or such authorities/agencies established by BNM or any agency established by the Association of Banks in Malaysia, BNM, Cagamas Bhd, Law Enforcement Agencies and such other authorities as may be authorised by law to obtain the Information;
- professional advisers, contractors, service providers, nominees, agents, debt collection agencies (including persons involved in debt collection and claims for debt), and the Bank's other agents or third-party providers with whom the Bank has contractual agreements for the Bank's functions and services;
- auditors, solicitors, valuers, consultants and/or other agents in connection with the preparation of any contract(s)/agreement(s)/report(s)/advice/opinion(s) pertaining to the Kenanga Services & Products;
- credit reference agencies, rating agencies, insurers or insurance brokers;
- any actual or potential participants or assignee or transferee of the Bank's rights and/or obligations under any transaction between the Bank and me/us;
- any guarantor or security provider for the Kenanga Services & Products granted by the Bank to me/us;
- any authorities or regulators, including foreign regulators for the performance of their functions, or any party as required by any law or any government, quasi-government, administrative, court or tribunal;
- any person connected to the enforcement or preservation of any of the Bank's rights under the Bank's agreements with me/us;
- any party or authority, if required by law, regulation and/or by law or pursuant to any order from any court of competent jurisdiction or if the disclosure has been approved in writing by BNM; and/or
- any other party authorized and/or consented to by me/us.

I/We hereby acknowledge that I/we may, at any time, opt to withdraw or revoke my/our consent for the disclosure of my/our Information and any personal data about the Data Subjects provided to the Bank by me/us (save for Information which is necessarily retained by the Bank to comply with legal, contractual, or regulatory requirements, storage purposes, or if there are valid grounds under the law to do so, such as legal claims etc.) by submitting a written notification addressed to Account Management Section at statement@kenanga.com.my. I/We hereby acknowledge and agree that the Bank will require a reasonable amount of time to process such notices.

I/We hereby acknowledge and agree that the Bank reserves the right to take the necessary actions including termination of our business relationship and closure of account if the Bank feels that such removal or cessation of my/our consent would not allow the Bank to provide the Kenanga Services & Products or fulfil the Bank's obligations in a satisfactory manner. This includes the Bank's entitlement to refuse to provide or cease providing any facilities, or Kenanga Services & Products to me/us.

ACCEPTANCE

By signing and submitting this Customer Consent Form, I/we hereby signify my/our consent, and where applicable, have obtained the respective requisite consents from the Data Subjects, for Kenanga Group to use, process, transfer, deal and/or disclose (i) my/our Information ; and (ii) the Data Subject's personal data in accordance with the terms above and/or the Bank's Privacy Notice which can be found at <http://www.kenanga.com.my/general/privacy-statement>. (as may be amended or supplemented from time to time).

.....
Authorised Personnel (as per Board Resolution)

Name:

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

Date

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

--- The remainder of this page is intentionally left blank ---

Appendix 1 – Declaration Pursuant to the Foreign Exchange Policy Notices

I hereby declare and undertake to Kenanga Group as follows:

- For the purpose of FEP Notices, I/we am/are fully aware and understand the 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 offshore on own account (with domestic ringgit borrowing).

| Investment Limit Amount # (in RM or equivalent in aggregate per calendar year) | Nature of Transaction(s) |
|---|---|
| Any amount | <ul style="list-style-type: none"> Foreign currency funds from abroad, other than proceeds from the export of goods (Note 2) Foreign currency funds sourced from approved borrowing in Foreign Currency in accordance with Part B of Notice 2 Foreign currency funds sourced from a borrowing in Foreign Currency from a licensed onshore bank for direct investment abroad |
| Up to RM50 million equivalent* (Entity) | <ul style="list-style-type: none"> Conversion of Ringgit into Foreign Currency Trade FCA A borrowing in foreign currency from a LOB for purposes other than Direct Investment Abroad Swapping of a Ringgit-denominated financial asset in Malaysia for a financial asset in Labuan Entity or outside Malaysia |

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 Rules published in BNM's website and obtain independent advice (if required).

* Computed in aggregate based on the Resident Entity and other Resident Entity with Parent-Subsidiary Relationship's investment in Foreign Currency Asset.

Note:

- These proceeds shall be credited into a Trade FCA and can be utilised to invest in FCA onshore and Foreign Currency Offshore in accordance with BNM's limit.
- BNM's prior approval must be obtained by the customer for transaction, trade, settlement or operations that exceed the investment limit amount prescribed under the FEP Notices.

Definitions:

| No. | Terminology | Description |
|-----|---------------------------------|---|
| 1. | Calendar Year | The FEP investments limit covers 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. | 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. |
| 3. | Domestic Ringgit Borrowing | <p>Any borrowing/financing in Ringgit obtained by a Resident from another Resident (including individuals, corporations and financial institutions) in the form of utilized or unutilized credit facility, financing facility, trade financing facility (including but not limited to) trade guarantee or guarantee for payment of goods, redeemable preference share (including Islamic), corporate bond or Sukuk other than:</p> <ol style="list-style-type: none"> Trade credit terms extended by a supplier for all types of goods or services; A credit limit that a licensed onshore bank apportions for its client to undertake a Forward Basis transaction, excluding a transaction that involves: - <ol 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; A Financial Guarantee or Non-Financial Guarantee; An operational leasing facility; A factoring facility without recourse; 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 Credit card or charge card facility obtained by an Individual from a Resident and used for payment for retail goods or services only <p>Note: for clarity purposes, the transactions in paragraphs (b)(i) and (b)(ii) shall be considered as Borrowing.</p> <p>For purposes of determining the Domestic Ringgit Borrowing/Financing status of a Resident Entity</p> <ol style="list-style-type: none"> the Resident Entity is deemed to have a Domestic Ringgit Borrowing/Financing when another Resident Entity with Parent-Subsidiary Relationship has a Domestic Ringgit Borrowing/Financing; and the following shall not be considered as Domestic Ringgit Borrowing/Financing <ol style="list-style-type: none"> a Borrowing/Financing obtained from another Resident Entity with Parent-Subsidiary Relationship; a Borrowing/Financing obtained from its Direct Shareholder; or any facility including credit facility or financing facility which is used for <i>Sundry Expenses</i> or <i>Employees' Expenses</i> only. <p>"Sundry Expenses" refers to small and infrequent expenses for office supplies (e.g. stationaries), ancillary services (e.g. software and online subscription) and other minor expenses to facilitate daily business operation.</p> <p>"Employees' Expenses" refers to business-related expenses which may include, but not limited to, travel (e.g. lodging and transportation), entertainment, health, insurance, takaful, and other employees' expenses, excluding investment.</p> |
| 4. | Foreign Currency Asset Offshore | <ol style="list-style-type: none"> 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 in or maintained with a Labuan Entity, or 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; Purchase of foreign currency-denominated Financial Instrument or Islamic Financial Instrument without firm commitment, other than exchange rate derivatives, issued or offered by a Non-Resident. Placement into foreign currency account overseas other than for education, employment or migration outside Malaysia; or Swapping of a financial asset in Malaysia for a financial asset in a Labuan Entity or outside Malaysia. <p>Note: Example of Foreign Currency Offshore, 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.</p> <p>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.</p> |

| No. | Terminology | Description |
|-----|--------------------------------|---|
| 5. | 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 Islamic Financial Instrument offered in Malaysia by a Resident as approved by BNM excluding a derivative or Islamic derivative transaction entered with firm commitment; or (c) Placement into foreign currency account with a licensed onshore bank or an approved Financial Institution as specified in Notice 3; (d) Any instrument offered by a licensed onshore bank with foreign currency delivery at maturity. <p>Note: <i>Example of FCA onshore includes funds being converted to foreign currency in Malaysia and is not remitted outward to 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> |
| 6. | 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] |
| 7. | 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 any person other than a Resident. |
| 7. | 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 The Government or any State Government in Malaysia. |
| 9. | Restricted Currency | <ul style="list-style-type: none"> (a) Currency note or coin which is legal tender in the State of Israel; (b) Any right to receive currency note or coin mentioned in subparagraph (a) – <ul style="list-style-type: none"> (i) in respect of any credit or balance at a licensed onshore bank or any other similar institution in or outside Malaysia; or (ii) from any person in or outside Malaysia; (c) Any document, instrument or device which enables a person to obtain currency note or coin mentioned in subparagraph (a) from another person, including but not limited to traveller's cheque, letter of credit and bank draft; or (d) Any electronic or digital representation of currency note, or coin mentioned in subparagraph (a). |
| 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. |
| 11. | Specified Person | <ul style="list-style-type: none"> (a) The State of Israel or its governmental organisation, authority or agency; (b) A natural person who is a citizen or permanent resident of the State of Israel; (c) Any person incorporated, established, or registered for purposes of incorporation or establishment, in the State of Israel or under its laws including such person's direct subsidiary or branch outside the State of Israel; or (d) Any unincorporated person which is formed in the State of Israel or under its laws or policy. |