

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

## A. PERSONAL PARTICULAR

Name  
(As per NRIC/Passport/  
Other ID)

Title      ☐ Mr/En      ☐ Ms/Cik      ☐ Others, please specify

Gender      ☐ Male      ☐ Female

Form of Identification      ☐ NRIC      ☐ MyPR      ☐ Army/Police Identity      ☐ Passport      Country of Birth:

NRIC / Passport Number / MyPR      Passport Expiry Date      Old NRIC

Date of Birth      Nationality

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.      Office No.

Home No.

E-mail Address

Status of Residency (please select whichever applicable)

<input type="checkbox"/> Malaysian Citizen	Are you Residing Outside Malaysia	Length of Time Residing Outside Malaysia	Residency Status		<input type="checkbox"/> Non-Malaysian Citizen	Are you Residing in Malaysia	Length of Time Residing IN Malaysia	Residency Status
	<input type="checkbox"/> No	N/A	Resident	OR		<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 1<sup>st</sup> January 202X to 31<sup>st</sup> December 202X

Country of Residency

Race      ☐ Malay      ☐ Chinese      ☐ Indian      ☐ Others, please specify

Bumi Status      ☐ Bumiputra      ☐ Non-Bumiputra / Others      ☐ Others, please specify

Marital Status      ☐ Single      ☐ Married      ☐ Others, please specify

Employment Status      ☐ Employee      ☐ Government Employee      ☐ Private Employee      ☐ Reporting Entity (RE) Employee      Years in employment:      Years

☐ Self Employed      ☐ Housewife / Home Maker      ☐ Student      ☐ Retired      ☐ Not in Employment

Name of Employer / Company

Occupation / Designation

Type of Business  
(For employment / Self-employed)

Employer's / Company's Address

City      State

Postcode      Country

**A. PERSONAL PARTICULAR (CONT'D)****First Bank Details**Name of Bank  
(for RM only)

Bank Account Name

Bank Account No

Joint Account

Yes

No

**Second Bank Details**Name of Bank  
(for RM only)

Bank Account Name

Bank Account No

Joint Account

Yes

No

**Foreign Bank Details**Name of Bank  
(for RM only)

Bank Account Name

Bank Account No

Joint Account

Yes

No

SWIFT Code

**B. SPOUSE / NEXT OF KIN PARTICULARS**

Name

Form of Identification

☐ NRIC☐ Passport☐ Army/Police  
Identity☐ Others, please  
specify

NRIC / Passport

Old NRIC

Relationship with Applicant

Contact Detail (Email or  
Mobile Number)

Occupation

Name of  
Employer / Company**C. INVESTMENT PROFILING**

a. What is your main source of fund to finance the investment? (Multiple choices)

☐ Business☐ Employment☐ EPF / Pension☐ Family Gifts / Allowance☐ Investment Income☐ Rental☐ Savings / Inheritance

b. 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

c. 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

d. What is your purpose of Investment? (Multiple choices)

☐ 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"<sup>1</sup> locally or in a foreign country or an international organization. Immediate family members or close associates<sup>2</sup> 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	Position & Designation	Country	Whether PEP Still Holding Position?	If Customer is Associate to PEP, specify the Customer's Relationship with PEP?
1.					
2.					
3.					

<sup>1</sup> "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.

<sup>2</sup> "Close associates" include business partners or associates, extended family members (biological & non-biological), close friends, financially dependent individuals and individuals working closely with a PEP, prominent members of the same organization as the 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 RINGGIT BORROWING FACILITY (DRB)

### PART I: Declaration And Undertaking On Domestic Ringgit Borrowing (applicable to Resident only) (\* please refer to the Appendix 1 for further details of the Rules FEP Notices and limits set out by BNM)

Pursuant to the Notice on Foreign Exchange Policy ("FEP") 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 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 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 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 Foreign Currency Offshore 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 FEP Notices when performing Foreign Currency Offshore and such rules and regulations as may be imposed by BNM from time to time.
- I hereby confirm that the total sum of my Foreign Currency Offshore which I will transact with Kenanga Group and any other licensed onshore bank, shall be within the prescribed Rules and limits. I will inform Kenanga Group immediately once my/our investment in 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 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<sup>(1)</sup> (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:
- (a) Lost this certificate, or
- (b) 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) a citizen or resident of the United States,
- (B) a United States partnership,
- (C) a United States corporation,
- (D) 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
- (E) 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.

## G.2 COMMON REPORTING STANDARD (CRS)

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

<sup>1</sup> Mandatory section to be filled.

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

I represent and declare that I am a:

- ☐ Malaysia tax resident (refer below for definition). Required to complete TIN No below
- ☐ Malaysia and Non-Malaysia tax resident. Please proceed to complete PART2.
- ☐ Non-Malaysia tax resident. Please proceed to complete PART2.

Tax Identification Number (TIN) : \_\_\_\_\_

Sales and Service Tax Number (SST) : \_\_\_\_\_

#### For e-Invoice Purposes

- ☐ Yes, I wish to Receive E-Invoice
- ☐ No, I 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	<input type="text"/>	<input type="text"/>	<input type="checkbox"/> Reason 1 <input type="checkbox"/> Reason 2 <input type="checkbox"/> Reason 3  (explain why TIN cannot be provided)
2	<input type="text"/>	<input type="text"/>	<input type="checkbox"/> Reason 1 <input type="checkbox"/> Reason 2 <input type="checkbox"/> Reason 3  (explain why TIN cannot be provided)
3	<input type="text"/>	<input type="text"/>	<input type="checkbox"/> Reason 1 <input type="checkbox"/> Reason 2 <input type="checkbox"/> Reason 3  (explain why TIN cannot be provided)

TIN not available due to the following reasons:

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

#### PART 3: 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 other 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>

##### (c) Sales and Service Tax Number (SST)

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.

##### (d) e-Invoice

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.

## H. VULNERABILITY DECLARATION

### FREQUENTLY ASKED QUESTIONS

1. Why is this declaration necessary?

The declaration is necessary as collection of such information has been mandated by the regulators. It is also important for you to disclose any vulnerabilities for Kenanga Group to understand your needs (if any) and provide products and services that meet the particular need(s).

2. Is this declaration mandatory?

The declaration is mandatory. Failure to complete or refusal will result in the account opening application being rejected.

3. How do I determine if I am a Vulnerable Customer?

In determining whether you are a Vulnerable Customer, you may consider the following. The list is, however, non-exhaustive and provided for guidance only. If there are other similar considerations, you may elect to be categorised as a "Vulnerable Customer".

- a) Disabilities – Customers with disabilities that may affect their ability to make an informed decision (see note 1 below).
- b) Life events - Customers who experienced adverse life events e.g. loss of job, temporary or long-term financial hardship.
- c) Financial resilience – Customers with low ability to withstand financial shocks e.g. overly-indebted or have cash flow problems.
- d) Capability – Customers with low financial knowledge, or low capability in areas such as literacy, language, or digital skills.
- e) Age – Senior citizens who are less technologically able.

4. How will Kenanga Group use my information, and will it be shared with any other parties?

Customers who declare vulnerabilities will be contacted by the representative of Kenanga to further understand their needs. The information provided will be securely protected and not used for any unauthorised purposes. For more information, please refer to Kenanga Group's Personal Data Protection Notice at <https://www.kenanga.com.my/pdp/>

Notes:

1. Refers to long-term disability such as (a) Hearing impairment; (b) Visual impairment; (c) Speech impairment; (d) Physical impairment; (e) Learning impairment such as dyslexia or low spectrum autism.

### CUSTOMER DECLARATION

Please tick (✓) where applicable

<input type="checkbox"/>	I do not fall under the category of "vulnerable customer"
<input type="checkbox"/>	I fall under the category of "vulnerable customer"

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## I. DECLARATION BY CUSTOMER

1. Do you need special attention from Kenanga? ☐ Yes ☐ No If Yes, please provide details \_\_\_\_\_
2. 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 \_\_\_\_\_
3. 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 \_\_\_\_\_
4. Are there any ongoing investigations or enforcement actions being conducted by enforcement or regulatory authorities against you?  
☐ Yes ☐ No If Yes, please provide details: \_\_\_\_\_
5. 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: \_\_\_\_\_
6. Do you have any securities and / or futures trading accounts with other brokers?  
☐ Yes ☐ No If Yes, please provide details: Firm: \_\_\_\_\_ Account No: \_\_\_\_\_
7. 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: \_\_\_\_\_
8. 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: \_\_\_\_\_
9. 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: \_\_\_\_\_
10. Are you a guarantor for any account holder in Kenanga Group?  
☐ Yes ☐ No If Yes, please provide Name: \_\_\_\_\_ Trading Account No: \_\_\_\_\_
11. I hereby declare / consent as follows:
  - a. I am the Beneficial Owner ("BO") of all the accounts to which this Customer Information Form ("CIF") relates to.
  - b. 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.
  - c. 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).
  - d. 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.
  - e. 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.
  - f. I confirm to Kenanga Group that I am 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 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. I 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 me and Kenanga Group reserves the right to freeze or suspend 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.
  - g. 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.
  - h. 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. 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 because of any act, statement or omission that was not done in good faith by Bursa Depository.
  - j. 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.
  - k. 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>.
  - l. 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.

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## I.2 DECLARATION BY CUSTOMER (CONT'D)

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

- 1) 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.
- 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 Kenanga Group 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.

**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)**

*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.*

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Signature of Customer  
Name:  
NRIC/Passport/Other ID:  
Date

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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/Other ID:  
Date

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## J. 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 knowing 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](mailto: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).

.....  
Name:  
NRIC No:  
Date:

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## 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 Notices 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)
Up to RM1 million	<ul style="list-style-type: none"> <li>Conversion of ringgit</li> <li>Swapping of a Ringgit-denominated financial assets in Malaysia for a financial asset in Labuan Entity or outside Malaysia</li> <li>Foreign currency funds sourced from Trade Foreign Currency</li> </ul>
Any amount	<ul style="list-style-type: none"> <li>Foreign currency funds from abroad, other than proceeds from the export of goods (<b>Note 2</b>)</li> <li>Foreign currency funds sourced from an approved Borrowing in Foreign Currency in accordance with Part A of Notice 2</li> <li>Investment is in real estate<sup>^</sup> outside Malaysia for the purpose of education, employment or migration</li> </ul>
Up to RM10 million	<ul style="list-style-type: none"> <li>Foreign currency borrowing obtained from a licensed onshore bank or Non-Resident.</li> </ul>

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

<sup>^</sup> The real estate is for the Resident Individual's own accommodation or the Resident Individual's Immediate Family Member's accommodation only.

### Note:

- For individuals without domestic ringgit borrowing, he/she is allowed to undertake investment in FCA and Foreign Currency Offshore 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 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> <ul style="list-style-type: none"> <li>(a) Trade credit terms extended by a supplier for all types of goods or services;</li> <li>(b) A credit limit that a licensed onshore bank apportions for its client to undertake a Forward Basis transaction, excluding a transaction that involves: - <ul style="list-style-type: none"> <li>i. the exchanging or swapping of ringgit or foreign currency debt obligation with another foreign currency debt obligation; or</li> <li>ii. the exchanging or swapping of foreign currency debt obligation with a ringgit debt obligation;</li> </ul> </li> <li>(c) A Financial Guarantee or Non-Financial Guarantee;</li> <li>(d) An operational leasing facility;</li> <li>(e) A factoring facility without recourse;</li> <li>(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</li> <li>(g) Credit card or charge card facility obtained by an Individual from a Resident and used for payment for retail goods or services only</li> </ul> <p>Note: for clarity purposes, the transactions in paragraphs (b)(i) and (b)(ii) shall be considered as Borrowing.</p>
4.	Foreign Currency Asset Offshore	<ul style="list-style-type: none"> <li>(a) Making of any payment for: <ul style="list-style-type: none"> <li>• Purchase of foreign currency-denominated asset offered by a Non-Resident, including Labuan entity;</li> <li>• Purchase of foreign currency-denominated asset offered in or maintained with a Labuan Entity, or outside Malaysia;</li> <li>• Lending in foreign currency to a Non-Resident;</li> <li>• Administrative expenses, working capital arising from the set-up of any business arrangement, including a joint venture project where no entity is created or established, outside Malaysia;</li> <li>• Purchase of foreign currency-denominated Financial Instrument or Islamic Financial Instrument without firm commitment, other than exchange rate derivatives, offered on an overseas Specified Exchange under the Capital Markets and Services Act 2007 undertaken by a Resident through a Resident futures broker;</li> <li>• 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.</li> <li>• Placement into foreign currency account overseas other than for education, employment or migration outside Malaysia; or</li> </ul> </li> <li>(b) Swapping of a financial asset in Malaysia for a financial asset in a Labuan Entity or outside Malaysia.</li> </ul> <p><b>Note:</b> 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> <p>(a) Purchase of foreign currency-denominated security or Islamic security offered in Malaysia by a Resident as approved by BNM;</p> <p>(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</p> <p>(c) Placement into foreign currency account with a licensed onshore bank or an approved Financial Institution as specified in Notice 3;</p> <p>(d) Any instrument offered by a licensed onshore bank with foreign currency delivery at maturity.</p> <p><b>Note:</b>  <i>Example of FCA onshore includes funds being converted to foreign currency in Malaysia and is not remitted outward to another country (e.g. Dual Currency Investment, Foreign Currency Account, Foreign Currency Fixed Deposit, Foreign Currency denominated structured investments, Foreign Currency 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	<p>(a) Malaysian citizen who has obtained permanent resident ("PR") status of a country or territory outside Malaysia and is residing outside Malaysia for more than 182 days;</p> <p>(b) An overseas branch, a subsidiary regional office, sales office or representative office of Resident company;</p> <p>(c) Embassies, consulates, high commissions, superannuation or international organizations; or any person other than a Resident.</p>
8.	Resident	<p>(a) A citizen of Malaysia, excluding a citizen who has obtained PR status in a country or a territory outside Malaysia and is residing outside Malaysia for more than 182 days;</p> <p>(b) A non-citizen of Malaysia who has obtained PR status in Malaysia and is ordinarily residing in Malaysia for more than 182 days;</p> <p>(c) A body corporate incorporated or established, or registered with or approved by any authority in Malaysia;</p> <p>(d) An unincorporated body registered with or approved by any authority in Malaysia; or The Government or any State Government in Malaysia.</p>
9.	Restricted Currency	<p>(a) Currency note or coin which is legal tender in the State of Israel;</p> <p>(b) Any right to receive currency note or coin mentioned in subparagraph (a) –</p> <p>(i) in respect of any credit or balance at a licensed onshore bank or any other similar institution in or outside Malaysia; or</p> <p>(ii) from any person in or outside Malaysia;</p> <p>(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</p> <p>(d) Any electronic or digital representation of currency note, or coin mentioned in subparagraph (a).</p>
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	<p>(a) The State of Israel or its governmental organisation, authority or agency;</p> <p>(b) A natural person who is a citizen or permanent resident of the State of Israel;</p> <p>(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</p> <p>(d) Any unincorporated person which is formed in the State of Israel or under its laws or policy.</p>