

# **RHB**♦Asset Management

## RHB ASSET MANAGEMENT SDN BHD 198801007231 (174588-X)

RHB ISLAMIC INTERNATIONAL ASSET MANAGEMENT BERHAD 200901036354 (879478-A)

Level 8, Tower 2 & 3, RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur Tel:603-2330 8000
Toll Free No:1-800-88-3175 Website: www.rhbgroup.com

<b>ACCOUNT</b>	<b>APPLICATION</b>	<b>FORM</b>
	Individual	

RHB ISLAMIC INTERNATIONAL ASSET MANAGEMENT BERHAD

RHB ASSET MANAGEMENT SDN BHD

TOIL FIEE NO.1-800-88-3173	vv	ensit	e. ww	v vv . i	ווטצוו	oub.	COIII													Indiv	idual			Joint			Staff	Appl	licatio	n				
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FINAM 002/2022_	_v4 (updated 26.12.2024)

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## RHB PRIVACY NOTICE

I/We understand that RHBAM MY will use, collect, record, store, share and/or process my/our personal information, including, without limitation, my/our contact details, background information, financial data, tax residency and other information relevant to my/our application for the product and / or service which

- (a) I/we have provided in this form or through any other contact with RHB Banking Group (which shall include its holding company, subsidiary(s), and any associated company(s), including any company as a result of any restructuring, merger, sale or acquisition), or
- (b) has been obtained from analysis of my/our payment and other transactions/services within the RHB Banking Group, or
- (c) has been obtained from third parties such as employers, joint applicants/accountholders, guarantors, legal representatives, industry/financial related associations, government/regulatory authorities, credit bureaus or credit reporting agencies, retailers, social networks and fraud prevention agencies or other organizations for any and/or all of the following purposes ("Purpose"), if applicable:
- providing this product and/or service and notifying me/us about important changes or developments to the features;
- (ii) updating and managing the accuracy of RHB Banking Group's records;
- (iii) prevention, detection or prosecution of crime, and complying with legal and regulatory obligations;
- (iv) assessment and analysis including credit / lending / financing / insurance risks / takaful risk / behaviour scoring / market and product analysis and market research;
- (v) communications and ensuring customer satisfaction, which may include conducting surveys to improve the quality of our products and services, responding to inquiries and complaints and to generally resolve disputes;
- (vi) determining the amount of my/our indebtedness and recovering debt that I/we owe to RHBAM MY;
- (vii) maintaining my/our credit history for present and future reference;
- (viii) enabling an actual or proposed assignee of RHBAM MY, or participant or sub-participant of RHBAM MY to evaluate my/our transactions which are intended to be the subject of the assignment, participation or sub-participation;
- (ix) cross-selling, marketing and promotions of products and/or services of RHB Banking Group and its strategic alliances;
- (x) for RHBAM MY's corporate events (including networking events, launching of products, etc) /contests, of which photographs / images of I/we may be captured and may be used for RHBAM MY's publications; or
  - protecting RHB Banking Group's interests and other ancillary or related purposes.

I/We understand and acknowledge that it is necessary for RHBAM MY to process my/our personal information for the Purpose, without which RHBAM will not be able to provide the product/service that I/we have requested from RHBAM MY and to notify I/we about important changes or developments to the products/services. Where I/we have provided RHBAM MY with sensitive personal information (in particular, information consisting my/our physical/mental health for applications of insurance/takaful products/services), I/we hereby provide RHBAM MY with my/our express consent to process the same in the manner described in this Privacy Notice. I/we may exercise my/our options in respect of receiving marketing materials (including cross-selling, marketing and promotions as described above) at any time by contacting our Customer Service at 03 - 2330 8000 for RHBAM.

I/We understand that RHBAM MY may disclose my/our personal information (or sensitive personal information, if applicable) to other companies within the RHB Banking Group, service providers, merchants and strategic partners, vendors including debt collection agencies, professional advisers, industry/financial related associations, credit bureaus or credit reporting agencies and fraud prevention agencies, governmental agencies, other financial institutions and any of their respective agents, servants and/or such persons, whether located within or outside Malaysia for the Purpose, if applicable, subject at all times to any laws (including regulations, standards, guidelines and/or obligations) applicable to RHBAM MY. I/We further understand that I/we may request for correction (if my/our personal information is inaccurate, outdated, incomplete, etc), access to (a prescribed fee may be charged), or deletion (if I/we no longer have any existing products/services with RHB Banking Group) of my/our personal information or limit the processing thereof at any time hereafter by submitting such request via post or email to the following address:

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Customer Service

RHB Asset Management Sdn Bhd & RHB Islamic International Asset Managament Berhad

Level 8, Tower 2 & 3, RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur, Malaysia
Contact: +603-2330 8000 Toll Free No:1-800-88-3175 Email: rhbam@rhbgroup.com / rhbijam.enquiry@rhbgroup.com

I/We acknowledge that RHB Banking Group may modify or update its Privacy Notice from time to time, a copy of which is available at www.rhbgroup.com and that I/we may channel any complaints or inquiries I/we may have in the manner indicated above.

#### ACKNOWLEDGEMENT AND CONSENT

- By providing my/our personal information and signature, I/we consent to RHBAM MY processing my/our personal information for any necessary disclosures and overseas transfers of my/our personal information to relevant third parties, for the Purpose, if applicable.
- I/We agree to the disclosure and/or transfer of my/our personal information to relevant third parties as a result of any restructuring, sale or acquisition of any company within the RHB Banking Group, provided that the recipient uses my/our personal information for the Purpose, if applicable,
- I/We also represent and warrant that I/we have sufficiently obtained the consent of third party individual(s) (e.g. family, spouse, related parties, supplementary cardholder and/or emergency contact persons, etc) whose personal information I/we have disclosed to RHBAM MY to allow RHBAM MY to process the same in relation to the Purpose, if applicable.

## [This paragraph is only applicable to parent/legal guardian/next-of-kin/authorized representative of Junior Accountholder(s), if any]

If I/we are providing consent as parent / legal guardian / next-of-kin / authorized representative of a junior applicant, I/we understand that the personal information of the junior applicant will be processed by RHBAM MY for the Purpose described above.

#### NOTIS PRIVASI RHB

Saya/Kami faham bahawa RHBAM MY akan menggunakan, mengumpul, merekod, menyimpan, berkongsi dan/atau memproses maklumat peribadi saya/kami, termasuk, tanpa had, butir-butir pengenalan saya/kami, maklumat latar belakang, data kewangan, penduduk cukai dan maklumat lain yang berkaitan dengan permohonan anda untuk produk dan / atau perkhidmatan yang

- telah saya/kami berikan di dalam borang ini atau melalui sebarang perhubungan lain dengan Kumpulan Perbankan RHB (termasuk syarikat induk, syarikat-syarikat subsidiari, dan mana-mana syarikat yang berkenaan, termasuk mana-mana syarikat yang terhasil daripada mana-mana penyusunan semula, penggabungan, jualan atau pengambilalihan) atau
- (b) diperolehi daripada analisis pembayaran saya/kami dan urusniaga/perkhidmatan yang lain dalam Kumpulan Perbankan RHB, atau
- diperolehi daripada pihak ketiga seperti majikan, pemohon bersama/pemegang-pemegang akaun, penjamin-penjamin, wakil-wakil perundangan, persatuan-persatuan berkaitan industri/kewangan, pihak-pihak berkuasa kerajaan, biro-biro kredit atau agensi-agensi pelaporan kredit, penjual-penjual, rangkaian-rangkaian sosial dan agensi-agensi pencegahan penjuan atau (c) untuk mana-mana dan/atau semua tujuan-tujuan yang berikut ("Tujuan"), jika berkaitan:
- menyediakan produk dan/atau perkhidmatan ini dan memaklumkan saya/kami tentang sebarang perubahan penting atau perkembangan tentang ciri-ciri produk dan/atau perkhidmatan tersebut: (i)
- (ii) mengemaskini dan menguruskan ketepatan rekod Kumpulan Perbankan RHB;
- (iii) pencegahan, pengesanan atau pendakwaan jenayah, dan pematuhan obligasi-obligasi perundangan dan peraturan;
- penilaian dan analisis termasuk pemarkahan kredit / pinjaman /pembiayaan / risiko insurans / takaful / kelakuan, analisis pasaran dan produk dan penyelidikan pasaran; (iv)
- perhubungan dan memastikan kepuasan pelanggan, yang mungkin termasuk menjalankan kajian-kajian meningkatkan kualiti produk-produk dan perkhidmatan-perkhidmatan kami, membalas (v) kepada pertanyaan dan aduan serta untuk menyelesaikan percanggahan secara umumnya;
- menentukan jumlah hutang saya/kami dan pemungutan hutang yang saya/kami berhutang kepada RHBAM MY; (vi)
- (vii) mengekalkan sejarah kredit anda untuk rujukan semasa dan akan datang:
- membolehkan pemegang serah hak sebenar atau yang dicadangkan oleh RHBAM MY, atau peserta atau sub peserta RHBAM MYuntuk menilai urus niaga saya/kami yang bertujuan untuk (viii) menjadi subjek penyerahhakan, penyertaan atau sub penyertaan;
- (ix) melindungi kepentingan Kumpulan Perbankan RHB dan tujuan sampingan atau tujuan lain yang berkenaan;
- bagi acara-acara korporat RHBAM MY (termasuk acara rangkaian, pelancaran produk, dan lain-lain) / pertandingan, di mana gambar / imej saya/kami mungkin akan ditangkap dan boleh (x) digunakan untuk penerbitan RHBAM MY.

Saya/Kami faham dan mengakui bahawa RHBAM MY perlu memproses maklumat peribadi saya/kami untuk Tujuan tersebut, tanpanya RHBAM MY tidak akan dapat menyediakan produk/perkhidmatan yang saya/kami minta daripada RHBAM MY dan untuk memaklumkan saya/kami tentang sebarang perubahan penting atau perkembangan tentang produk/perkhidmatan tersebut. Di mana saya/kami telah memberi RHBAM MY maklumat peribadi sensitif (khususnya, maklumat tentang kesihatan fizikal / mental saya/kami untuk permohonan bagi produk insurans/takaful / perkhidmatan), saya/kami dengan ini memberikan RHBAM MY persetujuan nyata saya/kami untuk memproses mengikut cara yang dinyatakan dalam Notis Privasi ini. Saya/Kami boleh menjalankan pilihan saya/kami berkenaan dengan menerima bahan-bahan pemasaran (termasuk penjualan silang, pemasaran dan promosi seperti yang dinyatakan di atas) pada bila-bila masa dengan menghubungi Khidmat Pelanggan pada nombor 03-2330 8000.

Saya/Kami faham bahawa RHBAM MY mungkin akan mendedahkan maklumat peribadi saya/kami (atau maklumat peribadi sensitif, jika berkenaan) kepada syarikat-syarikat lain di dalam Kumpulan Perbankan RHB, penyedia-penyedia perkhidmatan, peniaga-peniaga dan rakan-rakan kongsi strategik, pembekal-pembekal termasuk agensi-agensi pemungutan hutang, penasihat-penasihat profesional, persatuan persatuan berkaitan industri/kewangan, biro-biro kredit atau agensi-agensi pelaporan kredit dan pencegahan penipuan, agensi-agensi kerajaan, institusi-institusi kewangan yang lain dan mana-mana ejen, pekerja, dan/atau mana-mana orang mereka, sama ada bertempat di dalam atau di luar Malaysia untuk Tujuan tersebut, jika berkenaan, tertakluk pada setiap masa kepada mana-mana undang-undang (termasuk peraturan-peraturan, piawaian, garis panduan dan / atau obligasi) yang terpakai kepada RHBAM MY.

Saya/Kami juga faham bahawa saya/kami boleh meminta untuk membuat pembetulan (jika maklumat peribadi saya/kami adalah tidak tepat, ketinggalan zaman, tidak lengkap, dan lain-lain), akses kepada (fi yang ditetapkan mungkin dikenakan), atau untuk menghapuskan (jika saya/kami tidak lagi mempunyai apa-apa produk/perkhidmatan yang sedia ada dengan Kumpulan Perbankan RHB) ke atas maklumat peribadi saya/kami atau mengehadkan pemprosesan itu pada bila-bila masa selepas ini dengan mengemukakan permintaan tersebut melalui pos, e-mel atau faks kepada alamat berikut:

Khidmat Pelanggan

Kniomat Peranggan RHB Asset Management Sdn Bhd & RHB Islamic International Asset Managament Berhad Level 8, Tower 2 & 3, RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur, Malaysia Nombor Telefon: 03-2330 8000 Toll Free No:1-800-88-3175 Email: rhbam@rhbgroup.com / rhbiiam.enquiry@rhbgroup.com

Saya/Kami mengakui bahawa Kumpulan Perbankan RHB boleh mengubahsuai atau mengemas kini Notis Privasi ini dari masa ke semasa, di mana salinannya boleh didapati di www.rhbgroup.com dan anda boleh menyalurkan sebarang aduan atau pertanyaan yang saya/kami mungkin ada dengan cara yang ditunjukkan di atas.

## PENGIKTIRAFAN DAN KEBENARAN

- Dengan memberikan maklumat peribadi saya/kami berserta tandatangan, saya/kami mengizinkan RHBAM MY memproses maklumat peribadi saya/kami untuk mana-mana pendedahan yang diperlukan dan pemindahan maklumat peribadi saya/kami ke luar negara kepada pihak ketiga yang berkaitan, jika berkenaan.
- Saya/Kami bersetuju dengan pendedahan dan/atau pemindahan maklumat peribadi saya/kami kepada pihak ketiga yang berkaitan akibat daripada apa-apa penyusunan semula, penjualan atau pengambilalihan mana-mana syarikat dalam Kumpulan Perbankan RHB, dengan syarat bahawa penerima menggunakan maklumat peribadi saya/kami untuk Tujuan tersebut sahaja.
- Saya/Kami juga menyatakan dan menjamin bahawa saya/kami telah cukup memperolehi persetujuan individu-individu pihak ketiga (contohnya keluarga, pasangan, pihak-pihak berkaitan, pemegang kad tambahan dan/atau orang hubungan kecemasan, lain-lain) di mana maklumat peribadi mereka telah saya/kami dedahkan kepada RHBAM MY untuk membenarkan RHBAM MY membuat pemprosesan yang sama berhubung dengan Tujuan, jika berkenaan.

## [Perenggan ini hanya terpakai kepada ibu bapa/penjaga undang-undang/waris/wakil bagi pemegang-pemegang Akaun Junior, jika ada]

Jika saya/kami memberikan persetujuan sebagai ibu bapa/penjaga undang-undang/waris/wakil bagi pemohon kanak-kanak, saya/kami faham bahawa maklumat peribadinya akan diproses oleh RHBAM MY untuk Tujuan yang dinyatakan di atas.

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## FOREIGN ACCOUNT TAX COMPLIANCE ACT ("FATCA") AND COMMON REPORTING STANDARD ("CRS")

"Foreign Account Tax Compliance Act (FATCA)" which was passed as part of the Hiring Incentives to Restore Employment (HIRE) Act, generally requires that foreign financial Institutions and certain other non-financial foreign entities report on the foreign assets held by their U.S. account holders or be subject to withholding on withholdable payments. The HIRE Act also contained legislation requiring U.S. persons to report, depending on the value, their foreign financial accounts and foreign assets.

RHBAM MY and its related companies and affiliates are subject to and required to, or have agreed to comply with FATCA ("FATCA Reporting Requirement"). In view of this, RHBAM MY is required to collect information about each of its customers under the FATCA Reporting Requirement. If you are a U.S. Person, we may need to give the Inland Revenue Board of Malaysia ("IRBM") your account information, which may then be shared with the U.S. IRS.

"Common Reporting Standard (CRS)" means the Standard for Automatic Exchange of Financial Account Information ("AEOFAI") in Tax Matters and was developed in response to the G20 request and approved by the Organisation for Economic Co-operation and Development (OECD) Council on 15 July 2014, calls on

- jurisdictions to obtain information from their financial institutions and automatically exchange that information with other jurisdictions on an annual basis. It sets out the financial account information to be exchanged, the financial institutions required to report, the different types of accounts and taxpayers covered, as well as common due diligence procedures to be followed by financial institutions.
- RHBAM MY and its related companies and affiliates are required to comply with the CRS Rules ("CRS Reporting Requirement") In view of this RHBAM MY is required to collect information about your tax residence(s) under applicable tax regulations. If you are not a tax resident of Malaysia, we may need to give the IRBM your account information, which may then be shared with other tax authorities of the CRS Participating countries.
- Each jurisdiction has its own rules for defining tax residences, and jurisdiction have provided information on how to determine if you are resident in a jurisdiction on the following website: http://www/oecd/org/tax/automatic-exchange/crs-implementation-and-assistance/tax-residency/
- RHBAM MY are not allowed to give tax advice. Please consult your tax adviser if you require assistance in determining your tax residence(s).
- "Participating Jurisdiction" means a jurisdiction with which an agreement is in place pursuant to which it will provide the information required on the automatic exchange of financial account information set out in the CRS.
- "Reportable Jurisdiction" is a jurisdiction with which an obligation to provide financial account information is in place.
- "Tax Resident" refers to the definition of tax residence by each participating jurisdiction as provided on [https://www.oecd.org/tax/automatic-exchange/crsimplementation-and-assistance/tax-residency/#id.en.347760\]. In general, you will find that tax residence is the country/jurisdiction in which you live. Special circumstances may cause you to be resident elsewhere or resident in more than one country/jurisdiction at the same time (dual residency).
- For more information on tax residence, please consult your tax adviser or the information at the OECD automatic exchange of information portal mentioned above.

"TIN" (including "functional equivalent") 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 or an Entity and used to identify the individual or Entity for the purposes of administering the tax laws of

- such jurisdiction. Further details of acceptable TINs can be found at the following link [https://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/tax-identification-numbers]. Some jurisdictions do not issue a TIN. However, these jurisdictions often utilize some other high integrity number with an equivalent level of identification (a "functional equivalent"). Examples of that type of number include, for Entities, a Business/company registration code/number.
- "US Person" refers to a US Person as defined in Section 7701 (a) (30) of the Internal Revenue Code and includes an individual who is a citizen or resident of the US.

## **DECLARATION & SIGNATURES (INDIVIDUAL APPLICANT)**

IWe acknowledge that I/We have read, acknowledged and fully understood the contents of this Declarations, Acknowledgement and Authorisations ("DAA") and the T&C (which also incorporated FATCA, CRS, UT Loan Financing Risk Disclosure Statement) as set out in this document, the relevant Information Memorandum, Master Prospectus(es)/Prospectus(es), Disclosure Document and its Supplementary(ies) (if any), Information Memorandum(s) and its Supplementary(ies) (if any) for the Final (s) to be invested in of this account application and I/We undertake to be bound by them for all my/our transactions with PLIB AM MV.

information wemorandum(s) and its Supplementary(ie	s) (ii arry) for the r unu(s) to be invested in, or this a	account application and live undertake to be bound by them for all myrodicitalisactions with Kirib Alvi MT.
ALL APPLICANTS MUST SIGN THIS AC	COUNT APPLICATION FORM	
Individual Applicant Name: NRIC/Passport No: Date:  Note: Pre-signed account application form is strice	Joint Individual Applicant Name: NRIC/Passport No: Date:	For joint application, please tick (v) account operating mode for future transactions.  For Individual Applicant Only  For Joint Individual Applicant Only  Either Applicant to sign  Both Applicants to sign  Either Two Applicants to sign*  Three Applicants to sign*  *For More than One Joint Holder
Note. Fre-signed account application form is suit		
Account No.  FOR UTSC/DISTRIBUTOR USE ONLY	POR OFF	ICE USE ONLY
RHBAM MY / Distributor / Branch Code / Stamp Staff / UTSC Code / EP Code FIMM Code		Name of Staff / UTSC / Distributor  Signature of Staff / UTSC / Distributor

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#### APPENDIX

#### Lisf of Source of Wealth

- W01 Accumulated Savings
- W03 Inheritance
- W05 Retirement Income
- W07 Disposal of Assets/ Shares
- W09 Return on Investment
- W11 Income from own business
- W13 Foreign investment proceeds
- W15 Property (rental proceeds)
- W17 Gratuity

- W02 Employment Income
- W04 Trust Fund
- W06 EPF / Retirement Funds
- W08 Insurance/Takaful Maturity/Surrender
- W10 Legal Settlement
- W12 Local Investment proceeds
- W14 Crypto currency investment proceeds
- W16 Winning lottery money
- W18 Sale of Business

#### Lisf of Source of Fund

- F01 Income/Salary
- F03 EPF/SOCSO/Pension/Gratuity
- F05 Trust Funds
- F07 Sale of Inves/Shares/Prop/Land
- F09 Rental Proceeds
- F11 Directors Fee/Salary
- F13 Return on Investment
- F15 Insurance /Takaful Maturity/Surrender
- F17 Credit Facility Approve by FI
- F19 Spouse/Parents/Children
- F21 Part-time Income
- F23 Gift/Donation
- F25 Regular Periodic Income

- F02 Own Bank Transfer (within RHB)
- F04 Savings/Investment
- F06 Divorce Sett/Compensation
- F08 Dividends/Profits
- F10 Commission
- F12 Welfare Allowance
- F14 FD/Term Deposit Placement Roll Over/Renewal
- F16 Legal Settlement
- F18 Trf frm Own Acct with Oth FI
- F20 Financial Aid/Subsidies
- F22 Inheritance
- F24 Winning-legal Gambling/Contest
- F26 Crypto Currency/Digital Asset Investment Proce

#### DECLARATIONS, ACKNOWLEDGEMENT AND AUTHORISATIONS ("DAA")

- I/We acknowledge that I/We am/are aware of the fees and charges that I/We will incur directly or indirectly when investing in the Fund(s).
- I/We undertake to be bound by the provisions of the documents constituting the Fund(s) subscribed to as if I/We was/were a party thereto.
- I/We am/are 18 years old and above as at the date of this application. Copy/Copies of my/our NRIC/Passport is/are enclosed (applicable to individual).

  I/We declare and represent that as at the date hereof, I/We am/are not an undischarged bankrupt nor has any petition for bankruptcy been filed against me/us. (applicable to individual).
- I/We declare that I/We am/are neither engaged in any unlawful activity nor are my/our monies obtained from any illegal source or related to any illegal activity.
- I/We declare that I/We am/are in compliance and undertake that I/We will continue to comply with all applicable laws and regulations
- I/We undertake to provide RHBAM MY with all information as it may require for the purpose of and in connection with completing the account application form, including but not limited to, my/our/the Corporate and its group of companies' information on financial position, condition, operation, business or prospect, where applicable
- · I/We acknowledge that I/We shall keep RHBAM MY informed of any changes of the information stated in this account application.
- · I/We undertake to provide such information and documents that RHBAM MY may require for the purpose of due diligence/enhanced due diligence as required under the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 ("AMLATFPUAA 2001") (including any amendments, variations, and/or modifications as may be made at any time and from time to time) and any guidelines issued by any regulators, authorities and/or statutory bodies including the Anti-Money Laundering and Counter Financing of Terrorism ("AML/CFT"). I/We agree that I/We shall not hold RHBAM MY liable in any proceedings (whether civil, criminal or otherwise) for the disclosure of any information in any suspicious transaction report made by RHBAM MY in good faith, nor for any delay and/or refusal by RHBAM MY in carrying out my / our instructions in the event deemed necessary by RHBAM MY. 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 the evidence and/or documentation required by RHBAM MY, the respective regulators, authorities and/or statutory bodies for the purpose of complying with the respective AML/CFT legislation in the applicable jurisdiction where the transactions are to be executed from time to time
- In the absence of written explicit instructions, I/We acknowledge that instructions must be given by both of us (for joint application only).
   (Distribution Instruction as per Purchase/Switch Form) Depending on the Fund invested and subject to each respective Fund's Master Prospectus(es)/ Prospectus(es), Disclosure Document and its Supplementary(ies) (if any), Information Memorandum(s) and its Supplementary(ies) (if any), income distribution will either be reinvested into further units in the relevant fund or be paid out.
- I/We hereby declare and acknowledge that I/We have sole legal and proprietary right over all monies accompanying this account application form.

  I/We hereby agree to indemnify RHBAM MY, its Personnel, and Unit Trust Scheme Consultants against all actions, suits, proceedings, claims, damages and losses which may be suffered by RHBAM MY as a result of any inaccuracy of the declarations herein.
- I, being the Main Applicant agree to apply the risk tolerance profile maintained with RHBAM MY for my subscription and/or switching/transfer. If there is any changes to my risk tolerance profile, I will notify and furnish RHBAM MY with the updated Investor Suitability Assessment Form (ISAF)
- For Joint Account(s) investment, I/We agreed that the Main Applicant's risk tolerance profile will be applied.
- For any investment that I/We made through EPF i-Invest for EPF-Member Investment Scheme, I/We understand that I/We am/are fully responsible, at my/our own risk in determining the suitability of the unit trust fund(s), will make all my/our present and future investment decisions based on my/our own judgement and independent advice as I/We consider appropriate. I/We have understood the features, nature, associated risks and T&C of the relevant unit trust fund(s). All information disclosed/provided by me/us is true, complete and accurate. The unit trust consultant that I/We have chosen is purely for post sales
- I/We agree to notify RHBAM MY if there is any changes that affect my tax residency/FATCA/CRS status and will furnish RHBAM MY with the relevant foreign Tax Identification Number (TIN) and/or documentary evidence within 30days of such change.
- · I/We acknowledge that this application is subject to the approval of RHBAM MY and RHBAM MY has the absolute discretion to approve or reject this application without assigning any reasons thereto.
- I/We declare that all particulars and information given herein are true and correct and they shall also be applicable to the accounts opened and maintained at any of RHBAM MY's branches and that I/We have not withheld any material facts or information from RHBAM MY. RHBAM MY is entitled to fully rely on such information for all purposes, unless RHBAM MY receives notice in writing from me informing otherwise. I/We further undertake to furnish to RHBAM MY with such additional particulars as RHBAM MY may require from time to time.
- I/We undertake to notify RHBAM MY in writing of any changes in the information provided herein by me/us. I/We agree that any such changes shall be effective three (3) business days after RHBAM MY's receipt of my/our notice
- I/We agree that RHBAM MY shall be entitled to act upon and I/We shall accordingly be bound by any notice or other communication received by RHBAM MY and believed by RHBAM MY to have been given
- or made by a person authorised by me/us and the transaction executed pursuant to such instructions shall accordingly be binding on me/us.

  Where any instruction is ambiguous or inconsistent with any other instruction, RHBAM MY shall be entitled either not to act upon the instruction or to rely and act in accordance with any reasonable interpretation thereof which any officer of RHBAM MY believes in good faith to be the correct interpretation.
- I/We shall not hold RHBAM MY liable in any way for acting on inconsistent, ambiguous or incomplete instructions.

  I/We understand that RHBAM MY does not recognize or acknowledge any private arrangement or agreement entered between me/we with my/our servicing agent who is a RHBAM MY's Consultant. I/We understand and agree that I/We cannot take action against RHBAM MY to claim for any losses, penalty, charges, claims, demands, costs and expenses, whether directly or indirectly suffered in consequence
- RHBAM MY shall not be liable to me/us for acting upon any instructions communicated or purportedly communicated by me/us to RHBAM MY over the telephone or in writing and signed or purportedly signed by me/us or given or transmitted purportedly or given or transmitted by electronic mail notwithstanding that it is subsequently shown that such instruction was not given by me/us. Any risks of misunderstanding, any error or loss resulting from instructions given by unauthorised persons or any error, loss or delay resulting from the use of the post or electronic mail are entirely my/our risk for which RHBAM MY shall not be liable for.
- I am/We are aware that signatures on electronic mail instruction may be superimposed fraudulently or without proper authority when transmitted to RHBAM MY and I/We shall give RHBAM MY electronic mail instructions assuming such risks. RHBAM MY shall not held liable for any losses, damages, expenses, claims or liabilities suffered by me/us as a result of RHBAM MY acting upon electronic mail instructions so long as the signature(s) appearing on any such electronic mail instructions appear on verification to be or purport to be in accordance with my/our specimen signature(s)
- I/We authorise RHBAM MY to conduct independent verification and/or inquiries in respect of any information declared herein or furnished to RHBAM MY with the relevant authorities and/or credit reference agencies or any other relevant organisations whether in Malaysia or elsewhere and I/We undertake to furnish any additional information that RHBAM MY may require for its assessment of the application and from time to time after the application had been approved. That I/We further consent and authorise the relevant authorities and/or credit reference agencies or any other relevant organisations whether in Malaysia or elsewhere to disclose my information to RHBAM MY.
- I/We hereby undertake to fully, unconditionally and irrevocably indemnify RHBAM MY and keep RHBAM MY indemnified at all times from and against all actions, proceedings, claims, demands, losses, penalties, fines, damages, costs, charges and/or expenses which RHBAM MY may sustain, incur or be liable to, in consequence of, attributable to or arising from, any breach by me/us of its obligations including any costs reasonably and necessarily incurred by RHBAM MY in collecting any debts due to RHBAM MY or in connection with the closure of the Account, or any appointment made by me/us and/or any request or authorisation given by me/us, and/or any false declaration(s) on my part in this T&C howsoever arising. The right of indemnity shall continue in full effect notwithstanding the suspension, termination or closure of my/our account(s) with RHBAM MY. Neither RHBAM MY or its subsidiary, associated, or related companies of RHBAM MY's holding company nor any of its agents shall be liable for any direct, indirect, special or consequential damages which may be suffered by me/us such as, but not limited to, loss of anticipated profits or other anticipated economic benefits, whatsoever or howsoever caused, whether in contract or in tort, arising directly or indirectly with or arising out of this DAA, and/or the T&C herein. I/We further undertake to indemnify RHBAM MY and or its subsidiary, associated, or related companies of RHBAM MY's holding company from being liable in any proceedings (whether civil, criminal or otherwise) arising from any breach by me/us pursuant to the terms of the T&C and/or the DAA stated herein

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## DECLARATIONS, ACKNOWLEDGEMENT AND AUTHORISATIONS ("DAA") ( Continued)

- I/We consent that RHBAM MY and/or its authorised agents, service providers and/or sub-contractors may obtain or be granted access to my/our information or documents relating to my/our affairs in particular in relation to my/our securities and/or depository accounts (for example account particulars, balances, and/or transactions) maintained with the relevant authorities (whether locally or abroad), agents and/or service providers. This consent is irrevocable and I/We shall not hold RHBAM MY liable for any losses arising thereof except for losses or liabilities I/We may directly suffer as a result of any fraudulent act done I/ committed by RHBAM MY
- I/We consent to and authorize the RHB Banking Group (which shall include its holding company, its subsidiaries and associated companies), its respective directors, officers, employees and agents to disclose, share and/or verify information or documents pertaining to my/our affairs, account(s), facility(ies), directors and/or substantial shareholders to and/or with the following parties including:
- (i) any companies within the RHB Banking Group, whether within or outside Malaysia for any purpose including, without limitation:
  - a) cross-selling, marketing and promotions of products and/or services of the RHB Banking Group;
  - b) conducting conflict checks on any conflict of interest situations whether actual or potential, pursuant to the appointment of RHBAM MY, if applicable; and
  - c) having access to the Company's/ the Customer's information and/or documents in relation to its securities and/or depository accounts maintained with RHBIB and/or the relevant central and/or authorized depositories, if applicable;
  - (ii) any authorities/regulators/parties as may be authorised by law or regulations to obtain such information or by court of law;
  - (iii) any party(ies) providing security for purposes of facility(ies) granted to me/us:
  - (iv) agents of the RHB Banking Group, including without limitation, vendors, merchants and/or third party service providers in connection with any products and/or services being provided by the RHB Banking Group;
  - (v) auditors, legal counsels and/or other professional advisers in relation to the provision of services by the RHB Banking Group pursuant to this engagement, or in connection with the preparation of any facili or security documents, if applicable, or any action or proceeding for the recovery of monies due and payable by me/us, wherever applicable;
  - (vi) credit bureaus and/or credit reporting agencies, fraud prevention agencies, debt collection agencies and industry/financial related associations; and
- (vii) any potential assignee or other person proposing to enter into any contractual arrangement which requires the disclosure of such information.

  I/We agree that RHBAM MY shall not be responsible or liable to me in the event the agents or entities appointed by RHBAM MY to perform any obligations, goes into liquidation or insolvency and further agrees that RHBAM MY shall not be liable in respect of the acts or omission of any entity providing any services including repurchase/settlement facilities and/or custodian services.

  I/We undertake to further indemnify RHBAM MY for any loss, costs (includes legal costs), claims, liabilities or expenses arising out of or connected with any (i) transaction or instruction that may be carried out by
- RHBAM MY on behalf of me/us having to act on my/our instructions or at my/our request, (ii) breach by me of its obligations, including but not limited to any costs reasonably and necessarily incurred by RHBAM MY selling-off, or collecting any debts due to RHBAM MY or in connection with the closure of the Account(s), and (iii) breach, failure or omission of the foreign broker / agent / custodian appointed on behalf of me/us. This obligation to indemnify RHBAM MY survives the termination of these T&C.
- I/We agree to pay all taxes including but not limited to Services Tax or its equivalent imposed by the authorities locally or abroad at the prescribed rate determined by the relevant authorities on the service fee and/or any such other fees in relation to my/our account.
- I/We agree and acknowledge that all communication between RHBAM MY and me/us conducted via Electronic Services for the purposes of issuing instructions in respect of my/our account may increase the r of error, security, fraud and privacy issues. I/We acknowledge I/We am/are fully aware of the risks associated when communicating or conducting the transactions via the Electronic Services. I/We further agree to the following:
  - a. I/We fully and solely responsible for the safety and confidentiality of the associated pin numbers and/or passwords (if applicable) that must be kept secret and not be understandable, either directly or indirectly, by a third party. I/We must make sure, by all appropriate means, that they are not used by persons other than me/us, including but not limited to, a representative, attorney-in-fact, agent or any thirc parties.
  - b. I/We agree that RHBAM MY may use my/our mobile number(s) and/or e-mail address(es) to validate/authenticate the registration and/or access for online services and/or other services. Should there be a changes to my/our e-mail address(es) and/or mobile number(s), I/We will advise RHBAM MY and provide the Updating of Client's Particular Form.
  - c. RHBAM MY may rely upon or act in accordance with the instructions given under the Electronic Services but is not obliged to rely upon and act in accordance with any instructions given via the Electronic Services which may from time to time be, or purported to be, or believed by RHBAM MY to be given by me without inquiry on RHBAM MY's part as to the authority or identity of the person making or purportin to make such communication via the Electronic Services.
  - d. RHBAM MY shall neither be liable for acting upon such instructions nor be obliged to investigate the authenticity of such instructions or verify the accuracy and completeness of such instructions the nondelivery, delayed delivery, or the misdirected delivery of such instruction given by me/us via the nominated Electronic Services. Such instructions shall be deemed irrevocable and binding upon me upon RHB/ MY's receipt notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in respect of the terms of such instructions.
  - e. RHBAM MY shall have no liability to me/us (whether in contract or in tort, including negligence) in the event of any viruses, worms, software bombs or similar items being introduced into the Electronic Services which may affect my communication
  - f. RHBAM MY shall not be liable for any loss, liability or cost whatsoever arising from any unauthorised use of the Electronic Services. I/We agree to indemnify RHBAM MY from and against all losses, liabilitie judgments, suits, sanctions, proceedings, claims, damages and costs resulting from or arising out of any act or omission by any person using the Electronic Services by using my/our designated password whether or not I/We authorised such use.
  - g. I/We agree to use applicable software to protect my/our computer from viruses, malware, spyware, phishing, and other forms of attack on my/our computer. I/We am/are responsible for selecting all system hardware and the Internet service provider. I/We am/are also responsible for any defect, malfunction or interruption in service or security due to hardware failure, the choice of Internet service provider and systems and computer services.
- I/We consent to and authorise RHBAM MY to perform any of the following, if applicable:
  - a. Withhold any applicable payments in the account(s):
- b. Report/disclose/exchange any information/documents relating to my/our accounts/affairs to Inland Revenue Board Malaysia or any foreign tax authorities/inland revenue authorities in compliance with any tax
- c. Terminate (with prior notice of 7 business days) my/our contractual relationship(s) with RHBAM MY.
- I/We declare that I am/we are not a U.S. person and in the event of a change in my/our status that I/We become a U.S. Person, I/We shall notify RHBAM MY of the change.

  The Customer shall indemnify and hold harmless RHBAM MY, its directors/shareholders/employees and its Unit Trust Scheme consultants against all actions, cost (including any legal cost incurred), suits,
- proceedings, damages, expenses, losses, liabilities, claims and demands arising out of (whether directly or indirectly or in connection with) RHBAM MY having acted on the instructions/Order given in this application, save and except for the gross negligence and wilful default on the part of RHBAM MY.
- Pursuant to the requirements of the Capital Market and Services Act 2007, I/we further confirm that I/we are/is a sophisticated investor as defined in the Information Memorandum and thus, I/we are/is qualified t invest in the Wholesale Fund (Applicable for Wholesale Client only)
- For investing into unit trust fund(s) under the nominee system through IUTA, I/we have read and understood that the rights to have my/our particulars recorded in the register of unit holders of the unit trust fund and the right to call, attend and vote in any unit holders' meeting is not accorded to me/us as the IUTA is recognized as a registered unit holder of the unit trust fund(s) under the nominee system.

## TERMS AND CONDITIONS ("T&C")

You are advised to read and understand the relevant Information Memorandum, Master Prospectus(es)/ Prospectus(es) and its Supplementary(ies) (if any) and deed(s) which shall be made available upon request before investing in the fund(s).

- 1.0 RHBAM MY shall be entitled to vary, revise or amend the provisions of the T&C herein at any time. The Customer is deemed to have been notified of such variation, upon such variation being made available on the website(s) of IUTA as well as RHBAM MY (if any) and the Customer is deemed to have accepted such variation, revision, amendment and/or modification in the event the Customer continues to invest with RHBAM MY as well as access to RHBAM MY Website. The relevant provisions of this T&C shall thereafter be deemed to have been varied, revised, amended and/or modified accordingly and shall be read and construed as if such variations, revisions, amendments and/or modification had been incorporated in and formed part of the T&C.
- 2.0 Customer Care
  - If you require further information or clarification, please contact our Customer Service at +603-2330 8000 for assistance.

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## TERMS AND CONDITIONS ("T&C") ( Continued)

#### 3.0 Rights of RHBAM MY as the Manage

- a. RHBAM MY reserves the right to accept or reject any account opening application and/or transactions in whole or in part thereof with or without assigning any reasons thereto, without compensation to the customer and the duly completed Transaction form/instruction received by RHBAM MY are deemed irrevocable by the Customer.
  - b. Notwithstanding anything contained herein, RHBAM MY shall be at liberty to disregard or refuse to process any of the instructions given via the Transaction form if the processing of such instructions would be in contravention of any laws or regulatory requirements, whether or not having the force of law and/or would expose RHBAM MY to any liability.

#### 4.0 Electronic Services

- RHBAM MY may from time to time provide to the Customer its electronic services such as website, computer, telephone, e-mail, short messaging service (sms), mobile telephone services or systems (including but not limited to services or information accessible through RHBAM MY's proprietary software or mobile application) ("Electronic Services"). The Customer will be automatically enrolled to receive Fund's reports and notices in electronic form. If the Customer wishes to receive the reports in printed copies, the Customer may opt out from the Electronic Services by informing RHBAM MY in
- RHBAM MY may engage in any services include as part of such Electronic Services from time to time for the purpose of :
  - viewing information and details relating to the applicant's viewing and/or printing of account information such as fund reports, statements, advices of transactions and/or other communications in (i) electronic form:
  - (ii) transmitting Orders to RHBAM MY for execution:
  - (iii) access to, including but not limited to key market indicators and real-time guotes:
  - And if the Customer does not wish to utilise the Electronic Services, the Customer may choose to opt out by informing RHBAM MY in writing
- RHBAM MY shall be entitled to:
  - (i) modify, suspend or terminate the operation of the Electronic Services; or
  - (ii) suspend or terminate the Customer's access to or use of the Electronic Services at any time with or without notice.

For avoidance of doubt, any modification, cancellation, termination or suspension of the Electronic Services shall not entitle any Customer to any claims against RHBAM MY or compensation arising from any losses or damages suffered or incurred by the Customer as a direct or indirect result of the act of modification, cancellation, termination or suspension of the Electronic Services.

# 5.0 Notices

All notices and other communications sent by or to the Customer shall be sent at the risk of the Customer. Unless due to wilful default or negligence of RHBAM MY, RHBAM MY shall not be responsible for any inaccuracy, interruption, error, delay or failure in transmission or delivery of any notices via whatever means, or for any equipment failure or malfunction. RHBAM MY shall not be liable for any direct or indirect consequential losses arising from the foregoing.

#### 6.0 Investment

- a. All monies due and payable by the Customer to RHBAM MY shall be made with clear funds and any cheques issued by the customer must be honoured when presented.
- b. No physical cash shall be accepted as payment for investment
- c. Without prejudice to the generality of the foregoing, all employees and Unit Trust Scheme Consultants ("Consultants") of RHBAM MY are prohibited from receiving from any parties monies for unit trust investment (whether by way of cash or cheque or any other instruments) made out in favour of the employees and/or Consultants) for their onward transmission to RHBAM MY and in the event that you do hand over such monies to our employees and/or Consultants, such employees and/or Consultants shall for the purposes of such transmission of monies to RHBAM MY, be your agent and not ours and RHBAM MY shall not be liable for any loss whatsoever occasioned to you or any other person. RHBAM MY is under no obligation to accept payments for unit trust investments via employees and/or Consultant of RHBAM MY or any third party and may at our sole discretion reject such payments.
- d. If any application made by the Customer is rejected for whatsoever reason, whether in part or whole, any monies paid or remaining balance thereof will be returned (without interest or return) and any costs or expenses incurred thereof shall be borne solely by the customer
- e. Any investment, repurchase or switching requests received after the respective fund's cut-off time or on the fund's non-business day will be treated as the next business day's transaction.
- f. Pre-signed purchase/switching and/or repurchase/cooling-off forms is/are strictly prohibited as provided under FIMM's Code of Ethics. 🗆

#### 6.1 Account Opening

- a. Minimum Investment
- Initial and subsequent investment must be for a minimum amount stated in the relevant Information Memorandum, Master Prospectus(es) / Prospectus(es), Disclosure Document and its Supplementary(ies) (if any).

#### b. Individual Applicant (Main Applicant)

- 18 years old and above; with full capacity and authority to accept and agree to this T&C, to open, maintain and/or continue to maintain all Account(s) from time to time opened and/or maintained and/or continued to be maintained with RHBAM MY, and to give RHBAM MY Order thereon and to enter into any Transactions contemplated herein.
- Is not an undischarged bankrupt nor has any current or pending litigation, arbitration or administrative proceeding against the Customer that threatens to restrain the Customer's entry into or performance of the Customer's obligations herein.
- Is neither engaged in any unlawful activity nor monies obtained from any illegal source or related to any illegal activity.

## c. Designated Account Holder

- A minor (children below age of 18 years) being a joint applicant shall be registered as a Designated Account Holder.
- The designated Account Holder will not enjoy the rights of a Unit Holder. In this regard, he/she will not enjoy the rights of a registered holder of the relevant Fund(s) and only Main Applicant is authorised to give Order in relation thereto.
- d. Joint Individual Applicant
- Only one person shall be registered as Main Applicant, while the others as joint applicant(s). Authority to operate the Account may be indicated as the "Power to Sign" in the Account Opening Form. If no indication or explicit instruction is given, then by default all joint Applicants shall sign.
- All applicants must be 18 years old and above; with full capacity and authority to accept and agree to these T&C, to open, maintain and/or continue to maintain all Account(s) from time to time opened and/or maintained and/or continued to be maintained with RHBAM MY, and to give RHBAM MY Orders thereon and to enter into any Transactions contemplated herein
- In the case of death of one unit holder, the surviving applicant(s) will be the person recognised by the Manager and the Trustee as having any title to or interest in the units held (except where the units have been pledged as collateral to a licensed financial institution).
- The Main Applicant is held liable should there be any discrepancy in the instruction and/or information given by the Joint Individual Applicant to RHBAM MY

## 6.2 Purchase/Switching

- a. Switching application
- If allowed, minimum switch amount is to be adhered to.
- A switching fee or difference in Sales Charge between switching funds, where applicable (as disclosed in the relevant Prospectus, Information Memorandum, Disclosure Document and any supplementary thereto) on the amount to be switched shall be imposed and netted off from the value to be switched.
- For partial switching, minimum amount to be maintained in the original Fund as stated in the relevant Information Memorandum, Master Prospectus(es) / Prospectus(es), Disclosure Document and its Supplementary(ies) (if any).
- In the event any request for partial switching results in the customer holding less than the minimum balance of units required, RHBAM MY reserves the right to fully switch all the units held by the Customer.
- For full switching, all units in the account shall be switched.
- For EPF Members who are above age 55 years old (Akaun 55 and Akaun Emas) are allowed to perform withdrawal from EPF accounts for investment in the Unit Trust Funds. This shall be treated as type of withdrawal scheme from EPF. Upon successful withdrawal for purchase of Unit Trust Funds, the units created shall subsequently be deemed as cash investments, where subsequent transactions of switching and repurchase shall be treated similar to cash investments.
- For EPF Simpanan Shariah Akaun, Customer can only purchase or switch-in to Shariah-compliant unit trust funds.

## 6.3 Repurchase (Redemption)

- Customer must maintain minimum holding as prescribed in the fund's account for partial repurchase, as required by the relevant Information Memorandum(s), Master Prospectus(es) / Prospectus(es). Disclosure Document and its Supplementary(ies) (if any).
- For partial repurchase, the customer must leave a minimum balance of units required to maintain the fund's account as required by the relevant Fund's Information Memorandum(s), Master Prospectus(es) / Prospectus(es), Disclosure Document and its Supplementary(ies) (if any). In the event any request for partial repurchase results in the Customer holding less than the required minimum balance of units required, RHBAM MY reserves the right to full repurchase all the units held by the Customer.
- · Payment of repurchase proceeds to a third party is strictly prohibited.
- If repurchase order of units received from Customer is above Customer's total available unit, RHBAM MY has the right to proceed with the repurchase order as full repurchase based on the available units.
- RHBAM MY will not be held responsible for any delay or loss incurred due to incorrect bank account number provided by the Customer.
- In the case of a repurchase of units in a Fund acquired using the EPF Plan, the repurchase proceeds will be credited to the Customer's EPF account directly. For the avoidance of doubt, repurchase proceeds of Customers using the EPF plan and who have attained the age of 55, will be paid or credited to the Customer in accordance with these T&C or the Customer's instructions. The repurchase proceeds will be net of any fees, charges or expenses incurred in connection with the repurchase. RHBAM MY shall not be under any duty to ascertain or have any responsibility for the adequacy of the consideration received.
- All payments from the Customer to RHBAM MY or from RHBAM MY to the Customer shall be settled in the relevant Currency of the Fund ("Fund Currency") whose units are being subscribed for or repurchased unless otherwise agreed between RHBAM MY and the Customer. Where RHBAM MY and the Customer have agreed that the payments shall be settled in a currency other than the Fund Currency, such payments shall be settled at a rate of exchange as shall be determined by RHBAM MY in its sole and absolute discretion. If for any reason RHBAM MY cannot effect payment or repayment to the Customer in the Fund Currency or in the agreed currency between RHBAM MY and the Customer, RHBAM MY may effect payment or repayment in the equivalent of any other currency selected by RHBAM MY based on the applicable rate of exchange at the time the payment or repayment is due.

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## TERMS AND CONDITIONS ("T&C") (CONTINUE)

#### 6.4 Cooling-Off

- Cooling-off is only available to customers investing into any unit trust fund or private retirement scheme managed by the same investment manager for the first time.
- Partial cooling-off request is NOT accepted. The cooling-off request is based on the T&C stipulated in the Information Memorandum(s), Master Prospectus(es)/ Prospectus(es)/, Disclosure Document and its Supplementary(ies) (if any) of the respective Fund(s).

## 6.5 Income Distribution / Unclaimed Moneys

- a) Income Distribution
- (Distribution Instruction as per Purchase/Switch Form) Depending on the Fund invested and subject to each respective Fund's Master Prospectus(es)/ Prospectus(es), Disclosure Document and its Supplementary(ies) (if any), income distribution will either be reinvested into further units in the relevant fund or be paid out.
- Income Distribution for investment via the EPF Member's Investment Scheme, will be automatically reinvested into the Fund. Distribution will continue to be reinvested upon conversion to Cash Plan after FPF released control, unless there is an existing investment in the same Fund with a distribution instruction provided earlier or RHRAM MY received from Customer a distribution instruction to out for otherwise.
- EPF released control, unless there is an existing investment in the same Fund with a distribution instruction provided earlier or RHBAM MY received from Customer a distribution instruction to opt for otherwise.

   Income Distribution for investment via the EPF Member's Investment Scheme under Akaun 55 and Akaun Emas will be automatically reinvested into the Fund, unless there is an existing investment in the same Fund with a distribution instruction provided earlier or RHBAM MY received from Customer a distribution instruction to opt for otherwise.

#### b) Unclaimed Moneys

- All money payable to a Unit Holder may be paid by telegraphic transfer or electronic payments or cheques. However, after the lapse of one (1) year from the date of the cheque or any moneys payable to Unit Holders which remain unclaimed for such period of time, the Manager shall file and pay the unpresented payments to the Registrar of Unclaimed Moneys in accordance with the requirements of the Unclaimed Moneys Act, 1965. Thereafter, the Unit Holders are to claim such monies from the Registrar of Unclaimed Moneys.
- In the event of payment of income distribution to Unit Holders in the form of cheque, and the cheque is not presented for payment by the date which falls six (6) months from the date of issuance of the said cheque, the Unit Holder shall be deemed to have authorised the Manager to reinvest the moneys in additional Units as at Net Asset Value per Unit at such date as may be determined by the Manager provided always that the Unit Holder still has an active account with the Manager. If the Unit Holder no longer has an account with the Manager, after the lapse of one (1) year from the date of the cheque, the Manager shall file and pay the unpresented payments to the Registrar of Unclaimed Moneys. Thereafter, the Unit Holders are to claim such monies from the Registrar of Unclaimed Moneys.

#### 6.6 Bank Account Details

- Bank account details as stated in the account application will be captured under RHBAM MY's system for the payment purposes of income distribution, repurchase and cooling off. If the bank account details provided under the repurchase/cooling-off instruction differs from that of the account application, payment will be processed as per the bank account details maintained under the RHBAM MY's system. If there is any changes to the bank account details, kindly provide the latest details by completing the Updating of Client's Particular Form.
- In the event that no such bank account number provided in the account application, RHBAM MY will maintain the bank account details as provided in the repurchase/cooling-off instruction.

#### 6.7 Regular Savings Plan (RSP)

- If the Customer at any time apply for and are accepted by RHBAM MY to use the services that enable the Customer to make regular savings, the Customer will be subject to the T&C.
- The Customer on application for RSP will need to have a minimum initial investment amount in the nominated unit trust funds and to subsequently nominate number of years of investment. The source of monies is through direct debit authorisation.
- The Customer acknowledges that RHBAM MY reserves the right to terminate the RSP when the nominated funds is disabled for purchase, terminated or suspended.
- The Customer has the sole responsibility of having sufficient monies in the bank account to ensure that the RSP transactions are successful and the Customer shall be liable for any losses or damages incurred by RHBAM MY in executing the failed transactions.
- The Customer has the right at any time to terminate the RSP and/or modify the RSP through changing the nominated Fund, the nominated amount or the number of years of investment.
- RHBAM MY has the absolute right at any time to terminate the RSP if direct debit authorisation failed for more than three (3) times consecutively.

#### 7.0 Change of Particulars

- RHBAM MY shall at all times be entitled to rely on the records in the Application Form last submitted by the Customer unless any change in the particulars therein have been notified to RHBAM MY or updated online by the Customer. RHBAM MY is not obliged to verify any particulars furnished or updated online by the Customer and RHBAM MY shall not be liable or responsible for any losses suffered or incurred by the Customer or any other Person by reason of any error or omission in the completion of the Application Form/Update Particular Form or in the furnishing or online updating of the particulars by the Customer.
- The Customer agrees and undertakes to notify RHBAM MY immediately of any change in the particulars of the Customer, or any information relating to any Account or to these T&C, supplied to RHBAM MY to update the changes online or completing the Updating of Client's Particular Form and submit to:

RHB Asset Management Sdn Bhd

Level 8, Tower 2 & 3, RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur, Malaysia Contact: +603-2330 8000 Toll Free No:1-800-88-3175 E-mail: rhbam@rhbgroup.com

RHB Islamic International Asset Management Berhad

Level 8, Tower 2 & 3, RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur, Malaysia

Contact: +603-2330 8000 Toll Free No:1-800-88-3175 E-mail: rhbiiam.enquiry@rhbgroup.com

- 8.0 Investment into unit trust distributed by RHBAM MY as Institutional Unit Trust Adviser (IUTA) and/or appointment of nominee to hold unit trust (units)
  - The customer may invest in both unit trust funds that are managed by RHBAM MY or distributed by RHBAM MY as IUTA for other unit trust management companies ("UTMC").
  - RHBAM MY as IUTA requires on services of a nominees ("Nominee") to effect transactions for the Customer and also to keep in custody units for and on behalf of the Customer.
  - Where the Customer invests in a unit trust fund distributed by RHBAM MY as IUTA, the Customer hereby agrees to appoint RHBAM MY to hold and act for and on behalf of the Customer in relation to those units subject to the T&C provided herein. All transactions with respect to the units will be effected by the Nominee on behalf of the Customer with the relevant representative agent, adviser or management company of the units in accordance with the restrictions or limitations set by the respective UTMC, the relevant prospectus and deed of the respective funds and the laws, rules, guidelines, regulations and practices of the unit trusts industry.
  - Where the Customer invests in a unit trust distributed by RHBAM MY as an IUTA, the Customer agrees to accept the T&C as set out by RHBAM MY as IUTA and also the relevant UTMC(s).
  - The units shall be held by the Nominee as the registered holder for and on behalf of the Customer.
  - The Nominee shall be a custodian and not a trustee in all matters relating to this arrangement and/or the units.
  - The Nominee shall have no duty or responsibility, as regards attendance at meetings or voting in respect of any of the units or as regards any subscription, conversion or other rights in respect thereof or as regards to any merger, consolidation, reorganisation, receivership, bankruptcy or insolvency proceedings, compromise or arrangement in connection with the Units nor shall the Nominee be under any duty to investigate or participate therein or take any alternative action in connection therewith except in accordance with written instructions from the customer and upon such conditions and indemnity and provision for expenses as the Nominee may require.
  - Where the Customer invests in a unit trust fund distributed by RHBAM MY as IUTA, upon release control from EPF (when a member reaches age of 55 or made full withdrawal due to Leaving the Country, Incapacitation, Pensionable Employees or Death Withdrawals and any other reasons defined by EPF from time to time), Customer hereby agrees and authorise RHBAM MY as the IUTA and the UTMC to automatically re-register/transfer the Customer's holdings under EPF plan to be held by in the name of Nominee.

## 9.0 TERMINATION

- RHBAM MY may terminate or suspend the Account by giving 7 Business Days' written notice to the Customer or by immediate or without notice if so required by relevant authorities under applicable laws of Malaysia on the happening of any of the following events:
- i. an Account without holdings and/or activity for the past two (2) years since the opening of account;
- ii. an Account that has been deemed to be dormant based on criteria that RHBAM MY may determine from time to time;
- iii. the Customer becomes bankrupt, commits an act of bankruptcy or suffers any petition or passes any resolution for winding up or enters into receivership or enters into any composition or arrangement with or for the benefit of its creditors;
- iv. any of the Customer's representations, declarations or statements becoming untrue, incomplete or inaccurate;
- v. the Customer breaches any of the terms herein;
- vi. any claim, action or proceeding of any nature is commenced against the Customer by any party or steps are taken by any person to enforce any security against the Customer;
- vii. RHBAM MY forms an opinion that it should take action in order to preserve its rights or interests under any of the Accounts with RHBAM MY;
- viii. if there is a change in applicable law or regulation that makes it unlawful for RHBAM MY to continue with allowing the Customer to execute the transaction in the Fund(s);
- ix. if RHBAM MY forms a view and in good faith that it should take action in order to preserve its rights or interests under any of the Customer's Account(s)
- x. RHBAM MY reserves its sole and absolute discretion to terminate the services provided hereunder without assigning any reason whatsoever and RHBAM MY shall not be held liable to the Customer for any losses and/or damages suffered and/or incurred as a result thereof.

#### TERMS AND CONDITIONS ("T&C") (END)

## 0.0 CONSEQUENCES OF TERMINATION

- In the event that the Account is terminated in accordance with the "Termination" clause above, RHBAM MY shall redeem from any of the Securities and/or Cash Fund in the Account to satisfy any monies (including any fees, expenses and charges) due from the Customer to RHBAM MY. Any balance monies shall be credited into the Customer's EPF account, or credited into the Customer's bank account as stipulated during account opening application after EPF release control upon the Customer reaching 55 years of age;
- In the event of any income distribution after the termination of Account, RHBAM MY will sell-off the residual units and the monies will be credited in either the Customer's EPF or bank account as mentioned in the above item 6.5 Income Distribution clause. RHBAM MY shall send e-mail notification to the Customer in relation to the residual units sell-off.

#### 11.0 UT LOAN FINANCING RISK DISCLOSURE STATEMENT

- Investing in a unit trust fund with horrowed money is more risky than investing with your own savings. You should assess if loan financing is suitable for you in light of your objectives, attitude to risk and financing circumstances. You should be aware of the risk, which would include the following:-
- a. The higher the margin of financing (that is, the amount of money you borrow for every Ringgit of your own money that you put in as deposit or down payment) the greater the loss or gain on your investment.
- b. You should assess whether you have the ability to service the repayments on the proposed loan. If your loan is a variable rate loan, and if interest rates rise, your total repayment amount will be increased. c. If unit prices fall beyond a certain level, you may be asked to provide additional acceptable collateral (where units are used as collateral) or pay additional amounts on top of your normal instalments. If you fail
- to comply within the prescribed time, your units may be sold towards the settlement of your loan. d. Returns on unit trusts are not guaranteed and may not be earned evenly over time. This means that there may be some years where returns are high and other years where losses are incurred instead. Whether you eventually realise a gain or incur loss may be affected by the timing of the sale of your units. The value of units may fall just when you want your money back even though the investment may have
- done well in the past. e. This brief statement cannot disclose all the risks and other aspects of loan financing. You should therefore carefully study the T&C before you decide to take the loan. If you have doubts in respect of any aspect of this UT Loan Financing Risk Disclosure Statement or the terms of the loan financing, you should consult the institution offering the loan.

#### **DEFINITION AND INTERPRETATION**

- Account" means the account which the Customer opens and maintains with RHBAM MY to have access to the financial products and services provided by RHBAM MY.
- "Business Day" as defined in respective fund's relevant Information Memorandum, Master Prospectus(es)/Prospectus(es), Disclosure Document and its Supplementary(ies) (if any) and Product Highlights Sheet
- "Cash Plan" means a plan where Customer's investment monies in a Fund is other than EPF Plan and RSP
- "Content" means information, material, report and records including but not limited to text messages, images, banners, videos, animation and forms as appearing or displayed on this Website and/or the Mobile Application.
- Customer". "You". "Your". "Yourself" refer to a customer/applicant of RHBAM MY, i.e. any person(s) who hold(s) and operate(s) an Account with RHBAM MY and includes the successors in title or legal representatives, whichever is applicable, of the Customer
- "EPF" means the Employees Provident Fund.
- "EPF Plan" means a plan which allows a Customer (subject to the conditions as imposed by EPF) to invest in a Fund which is managed by a Manager approved by the EPF, by way of transfer of funds from the Customer's EPF account.
- "EPF i-Invest" refers to EPF online facility which allows you to transfer eligible fund from your EPF Saving to make investment into unit trust.
- "EPF Akaun 55" refers to Customer's EPF account where EPF members' contribution is received up to the age of 55 years old.
  - "EPF Akaun Emas" refers to Customer's EPF account where EPF members' (who continue to work after the age of 55) contribution is received up to the age of 60 years old. Any outstanding balance from Akaun 55 will be consolidated under Akaun Emas.
- "FIMM" means Federation of Investment Managers Malaysia.
- "Fund(s)" means any unit trust, wholesale fund, investment fund, mutual fund or any other collective investment scheme authorised or recognised by the SC (or deemed to be authorised or recognised under law) and distributed by or made available through RHBAM MY from time to time
- "Information" means information, text, personal data, data, statements, materials, message or any other information posted and/or provided in the Website
- "IUTA" means Institutional Unit Trust Adviser, a corporation registered with FIMM and authorised to market and distribute unit trust schemes of another party
- "Password" means User ID for authentication purposes to access primarily the i-Akaun and other available internet services known only to the user. "PDPA" means Personal Data Protection Act 2010.
- "Personnel" means the directors, officers, employees, servants, agents and employees of RHBAM MY and/or its nominee "Registered User" means a customer who has registered for RHBAM MY
- RHB Banking Group" means RHB Bank Berhad and its group of companies.
- "RSP Plan" means Regular Savings Plan.
- "SC" means the Securities Commission Malaysia
- "Services" means all online services, made available from time to time in the Website.
- "Sophisticated Investor" means a Customer who has successfully declared themselves as a sophisticated investor, which term is as defined in the "Guidelines on Unlisted Capital Market Products under the Lodge and Launch Framework" issued by the Securities Commission Malaysia or the glossary section of the information memorandum of the relevant fund. Only sophisticated investor may invest in a Wholesale
- "Statement" means any statements of account, confirmations or notifications in respect of any Order.
  "Trustees" mean the Trustee of the Fund as stated in the Master Prospectus(es)/Prospectus(es), Disclosure Document and its Supplementary(ies) (if any) & Information Memorandum(s) and its Supplementary(ies) (if any)
- "User ID" means Identification characters used by the user for the purpose of login to the Website.
- "Visitor" means a non-customer of RHBAM MY.
- "Website" means RHBAM MY's website at https://www.rhbgroup.com/malaysia/products-and-services/unit-trust/asset-management/rhb-asset-management-sdn-bhd
- "Wholesale Fund" means a unit trust scheme established where the units are to be issued, offered for subscription or purchase, or for which invitations to subscribe for or purchase the units are to be made,
- exclusively to Sophisticated Investors.

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# Reasonableness Test Checklist for Individuals/Controlling Persons

Name of Individual/Controlling Person:	
CIF/CIF Number (If unavailable, please provide NRIC/Passport Number:	

## (A) For FATCA Indicia Test

Plea	ase check the customer's account application and indicate where applicable	
1	US citizen/tax resident? (US passport / green card holder, US taxpayer, etc.)	_ Yes _ No
2	US place of birth?	_ Yes _ No
3	US address? (residence / mailing / PO Box)	_ Yes _ No
4	US telephone number?	_ Yes _ No

# (B) For CRS Reasonableness Test

No.	Please respond based on indicia	If yes, please tick one of the following:
1	Is the customer's residential address outside of Malaysia?	_ One of Customer's many addresses
	_Yes _No	_ Customer is on assignment / studying overseas
		_ Customer is relocating and this is his / her temporary address
		_ Customer is a foreign worker and this is his / her permanent home address
		_ Customer travels often due to personal or work reasons and the address he/she provided is temporary
		_ Others (please state explanation):
2	Did Customer request for Standing Instruction to an account outside of Malaysia?	_ My family is oversea
	_ Yes _ No	_ I used to stay in the foreign country where I maintain a bank account for my financial planning purpose
		_ I am on assignment / studying oversea
		_ Others (please state explanation)

No.	Please respond based on indicia	If yes, please tick one of the following:
3	Is the customer's mailing outside of Malaysia?	_ One of Customer's many addresses
	_ Yes _ No	_ This is an address of a trusted acquaintance of the Customer (e.g. friend / relative / professional advisor / accountant / PA)
		_ Customer is on assignment / studying overseas
		_ Customer is relocating and this is his / her temporary address
		_ Customer is a foreign worker and this is his / her permanent home address
		_ Customer travels often due to personal or work reasons and the address he/she provided is temporary
		_ Others (please state explanation):
4	Is the customer's telephone number a foreign telephone number?	_ Customer is on assignment / studying overseas
	_ Yes _ No	_ This is Customer's relative's or friend's telephone number
		_ Customer is relocating and he/she does not have a local number yet
		_ Others (please state explanation):
5	Is the address of customer' power of attorney or authorised signatory residing outside of Malaysia?	_ The person is the Customer's relative or friend
	_ Yes _ No	_ The person is the Customer's trusted advisor / service provider
		_ Customer is on assignment overseas
		_ Others (please state explanation):
		<u> </u>

	_Yes _No	_ This is Customer's relative's or friend's telephone number
		_ Customer is relocating and he/she does not have a local number yet
		_ Others (please state explanation):
5	Is the address of customer' power of attorney or authorised signatory residing outside of Malaysia?  _ Yes _ No	_ The person is the Customer's relative or friend
		_ The person is the Customer's trusted advisor / service provider
		_ Customer is on assignment overseas
		_ Others (please state explanation):
Verifie	ed by,	
Name	of staff:	
Branc	h/Distributor Name:	
Date:		