

In accordance with the requirements of the Capital Markets and Services Act 2007, this Application Form should not be circulated unless accompanied by the Master Prospectus and/or Supplemental Prospectus(es), Product Highlight Sheet(s), if any. Investor should read and understand the contents of the Master Prospectus and/or Supplemental Prospectus(es), Information Memorandum, Product Highlight Sheet(s), and/or if any of the relevant Fund(s) / Investment(s) before completing this Form. **Pre-signed account application form is strictly prohibited as provided under FIMM's Code of Ethics and Rules of Professional Conduct.** Please complete in **BLOCK LETTERS** only.

**1. DETAILS OF CORPORATION**

**Name of Corporate Applicant (as per Company of Incorporation):**

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**Certificate of Incorporation No:** **Date of Incorporation:**

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**Country of Incorporation:**

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**Type of Entity:**

Private Limited (Sdn Bhd)	Non-listed Public Limited	Pension Fund	Listed Public Limited (Bhd)
Partnership / Trustee	Society / Co-operative (Koperasi)	State / Federal Government	Others (please specify): _____

<b>Type of Corporation:</b>		<b>Nature of Business:</b>		<b>Sector / Industry:</b>
Malaysian Bumiputra Controlled	Non-Malaysian Controlled	_____ Please specify here		<b>Code A</b> _____ Please select from Appendix A attached at Page 13 & 14
Malaysian Non-Bumiputra Controlled	Government Controlled			

**Source of Fund:**  Proceeds from disposal of assets  Bank Borrowings  Fund Raising Exercise  Company Earnings / Profit  
 Cash in Hand/Surplus Fund/Working Capital  Dividends  Others (please specify): \_\_\_\_\_

**Shareholders' Fund/Net Asset (latest audited accounts):** RM \_\_\_\_\_

**Does your company own total assets of more than RM10 million or its equivalent in foreign currencies?**  Yes  No

**2. CORRESPONDENCE ADDRESS FOR INSTITUTIONAL APPLICANT CORPORATION/PARTNERSHIP/OTHER ENTITIES**

**Business Registered Address:**

	<b>Postcode</b>
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**Correspondence Address (if different from the above):**

	<b>Postcode</b>
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**Contact Details:**

**Telephone No (Office)** \_\_\_\_\_ **Email Address** \_\_\_\_\_

All statement, annual and/or semi-annual reports, and other information from us will be via email only. Hardcopies will be provided upon request.

**3. CONTACT PERSON**

**Contact Person:**

<b>Contact Person 1:</b>	<b>Contact Person 2:</b>
Designation:	Designation:
Contact No:	Contact No:
Email Address:	Email Address:

**4. LEGAL PERSON (BENEFICIAL OWNER/AUTHORISED PERSON TO THE ACCOUNT)**

Is your company acting on behalf of another person e.g. Trustee or nominee as a party to legal arrangement.  
 Yes. For Legal Person with Total Asset >=RM10 Million (tick  here)  No

**5. BANK ACCOUNT DETAILS (FOR CREDITING OF DISTRIBUTION & REPURCHASE PROCEEDS)**

**Bank & Branch Name:** \_\_\_\_\_ **Bank Account Name:** \_\_\_\_\_

**Bank Account No:** \_\_\_\_\_ **TINs Number \*:** \_\_\_\_\_

*\*For e-Invoicing requirements.*

**6. POLITICALLY EXPOSED PERSON(S) (PEP)**

 Do you have any **Shareholders/Directors/BO/Beneficiaries/CEO** who are "Politically Exposed Person (s)"? If yes, please provides details below:

Name	Position in Company	Position of PEP	Relationship with PEP (if applicable)

\*Politically Exposed Person means:

- a person who is or has been entrusted domestically or internationally with prominent public functions, for example Head of State or of government, senior politician, senior government, judicial or military official, senior executive of state owned corporation, important political party official; or
- a person who is or has been entrusted with a prominent function by an international organisation which refers to member of senior management, i.e. director, deputy director and member of the board or equivalent functions, and includes family members, ie. parents, siblings, spouse, child and/or spouse's parents (both biological and non-biological, eg. step parents/siblings or adopted parents/child).

**7. DECLARATION OF SOPHISTICATED INVESTOR**

We hereby declare our status a sophisticated investor (Please tick (✓) where applicable) as defined under Guidelines on Unlisted Market Product under the Lodge and Launch Framework.

 Yes       No

 Yes (please proceed to declare which criteria):  **Accredited Investors, please specify your category:** \_\_\_\_\_

 **High Net-worth Entities, please specify your category:** \_\_\_\_\_

No	Category of Investors	Definitions
A	<b>Accredited Investor</b>	<ol style="list-style-type: none"> <li>1. A unit trust scheme, private retirement scheme or prescribed investment scheme.</li> <li>2. Bank Negara</li> <li>3. A license person or a registered person.</li> <li>4. An exchange holding company, a stock exchange, a derivatives exchange, an approved clearing house, a central depository or a recognized market operator.</li> <li>5. A corporation that is licensed, registered or approved to carry on any regulated activity or capital market services by an authority in Labuan or outside Malaysia which exercises functions corresponding to the functions of the Securities Commission.</li> <li>6. A bank licensee or an insurance licensee as defined under the Labuan Financial Services and Securities Act 2010 [Act 704]</li> <li>7. An Islamic bank licensee or a takaful licensee as defined under the Labuan Islamic Financial Services and Securities Act 2010 [Act 705].</li> <li>8. A chief executive office or a director of any person referred to in subparagraphs (3), (4), (5),(6) and (7) above.</li> <li>9. A closed-end fund approved by the Securities Commission.</li> </ol>
B	<b>High-net worth entities</b>	<ol style="list-style-type: none"> <li>1. An individual whose total net personal assets, or total net joint assets with his or her spouse, exceeding RM3 million or its equivalent in foreign currencies, provided that the net value of the primary residence of the individual contribute not more than RM1 million of the total net assets;</li> <li>2. An individual whose total net joint assets with his or her spouse; or his or her child, exceeding RM3 million or its equivalent in foreign currencies, provided that the net value of the primary residence of the individual with his or her spouse or child contribute not more than RM1 million of the total net assets.</li> <li>3. An individual who has a gross annual income exceeding RM300,000 or its equivalent in foreign currencies in the preceding twelve months.</li> <li>4. An individual who jointly with his or her spouse or child, has a gross annual income exceeding RM400,000 or its equivalent in foreign currencies in the preceding twelve months.</li> <li>5. An individual whose total net personal investment portfolio or total net joint investment portfolio** with his or her spouse or child, in any capital market produce exceeding RM1 million or its equivalent in foreign currencies.</li> <li>6. An individual who holds any of the following qualifications and had five consecutive years of relevant working experience in finance, economics, actuarial science or accounting-                     <ol style="list-style-type: none"> <li>a) holds a Bachelor's or Master's degree related to Finance Economics or Actuarial Science;</li> <li>b) holds a Bachelor's or Master's degree in accounting; or</li> <li>c) holds a Master of Business Administration;</li> </ol> </li> <li>7. An individual who holds the following membership in the associations as set out below:                     <ol style="list-style-type: none"> <li>a) Active Member of Chartered Financial Analyst (CFA) Institute;</li> <li>b) Chartered Banker of Asian Institute of Chartered Bankers (AICB);</li> <li>c) Ordinary Member of Financial Markets Association Malaysia (FMAM);</li> <li>d) Chartered Accountant(M) of Malaysian Institute of Accountants (MIA);</li> <li>e) Ordinary Member of Malaysia Association of Tax Accountants (MATA);</li> <li>f) Accredited Angel Investor of Malaysia Business Angel Network (MBAN);</li> <li>g) Certified Member of Financial Planning Association of Malaysia (FPAM); or</li> <li>h) Ordinary Member of Malaysian Financial Planning Council (MFPC); or</li> </ol> </li> <li>8. An individual who has five consecutive years of working experience in a capital market intermediary relating to product development, corporate finance, deal advisory, financial analysis, or the provision of training in investment products.</li> </ol>

**1. FOREIGN ACCOUNT TAX COMPLIANCE ACT("FATCA") DECLARATION**
**SECTION A: Indicate the entity's category**

Select one of the following:	For Office Use
<input type="checkbox"/> Non-U.S. government entities	If selected, the entity is classified as <b>Non U.S. Person</b>
<input type="checkbox"/> Non-U.S. central bank	
<input type="checkbox"/> Public listed entity that is regularly traded on Bursa Malaysia or another stock exchange outside the U.S./ including its subsidiaries ( <b>exclude Financial Institutions outside U.S..</b> )	
<input type="checkbox"/> The entity's revenue is mainly (at least 50%) derived from its core business activity (other than investment activities) <u>Declaration:</u> <input type="checkbox"/> An entity out of U.S., engaged in an active business other than that of a financial institution	If selected, the entity is classified as <b>active Non-Financial Foreign Entity ("NFFE")</b>
<input type="checkbox"/> Financial institutions outside U.S. Please provide GIIN: _____  FATCA Classification (Refer to Form W-8BEN-E): _____	If selected, ▪ Please fill up Form W-8BEN-E
<input type="checkbox"/> The entity is incorporated/organized in U.S. Please select one of the categories: <input type="checkbox"/> Specified U.S. person (Refer to Form W-9) <input type="checkbox"/> Non-specified U.S. person (Refer to Form W-9)	If selected, Please fill up Form W-8BEN-E
<input type="checkbox"/> The entity's revenue is mainly (at least 50%) derived from investment activities <u>Declaration:</u> <input type="checkbox"/> An entity, out of U.S., engaged in business other than that of a financial institution <u>Please select one of the followings:</u> Does the entity have substantial United States owner (s)? <input type="checkbox"/> Yes <input type="checkbox"/> No	If "YES" is selected ▪ The entity is classified as reported <b>passive NFFE</b> And ▪ Please fill up Form W-8BEN-E (Part XXX)  If "No" is selected: ▪ The entity is classified as non-reportable <b>passive NFFE</b>
<input type="checkbox"/> None of the above	Please fill up Form W-9BEN-E

**SECTION B : DECLARATION**

We hereby declare as follows:

- We represent and declare that the information provided above is true, accurate and complete. We understand that the term "U.S. person" means as a person described in section 7701(a)(30) of the Internal Revenue Code.
- We hereby consent for Astute Fund Management Berhad to report our information to regulatory authorities in accordance with the requirements of Foreign Account Tax Compliance Act as may be stipulated by applicable laws, regulations, agreement or regulatory guidelines or directives.
- We hereby consent that the Manager may withhold from our account(s) such amounts in accordance with the requirements of Foreign Account Tax Compliance Act as may be stipulated by applicable laws, regulations, agreement or regulatory guidelines or directives.
- We hereby consent that the Manager may classify us as a recalcitrant account holder or non-participating foreign financial institution ("NPFFI") and/or suspend, recall or terminate our account(s) and/or facilities granted to us, in the event we fail to provide accurate and complete information and/or documentation as the Manager may require.
- We undertake to notify the Manager in writing within 30 calendar days if there is a change in any information which we have provided to the Manager.

**Definitions**

<b>1) Financial institutions means any entity that:</b>	(i) Accepts deposits in the ordinary course of a banking or similar (depository institution), or (ii) Holds, as a substantial portion of its business, financial assets for the benefit of one or more other persons (custodial institution); or (iii) Is an investment entity; or (iv) Is an insurance company that is obligated to make payments with respect to, a cash value insurance or annuity contract (specified insurance company); or (v) Is an entity that is a holding company or treasury centre (that is part of the group of (i) – (v) as above or formed as a collective investment vehicle, mutual fund, exchange traded fund, private equity fund, hedge fund, venture capital fund, leveraged buyout fund, or any similar investment vehicle established with an investment strategy of investing, reinvesting, or trading in financial assets.
<b>2) The term U.S. person or United States person means a person described in section 7701(a)(30) of the Internal Revenue Code:</b>	(i) a citizen or resident of the United States, (ii) a United States partnership, (iii) a United States corporation, (iv) any estate (other than an estate the income of which, from sources without the United States which is not effectively connected with the conduct of a trade or business within the United States, is not includible in gross income under the Internal Revenue Code), and (v) any trust if- a) A court within the United States is able to exercise primary supervision over the administration of the trust, and b) One or more United States persons have the authority to control all substantial decisions of the trust.
<b>3) Substantial United States owners mean:</b>	(i) With respect to any foreign corporation, any specified U.S. person that owns, directly or indirectly, more than <u>twenty-five percentage (25%)</u> of the stock of such corporation (by vote or value) (ii) With respect to any foreign partnership, any specified U.S. person that owns, directly or indirectly, more than <u>twenty-five percent (25%)</u> of the profits interests or capital interests in such partnership; and (iii) In the case of a trust: a) Any specified U.S. person treated as an owner of any portion of the trust under sections 671 through 679; and b) Any specified U.S. person that holds, directly or indirectly, more than twenty-five percent (25%) of the beneficial interests of the trust.

**9. COMMON REPORTING STANDARD ("CRS") DECLARATION**

**Part 1: Country/Jurisdiction of Residence Declaration**

We represent and declare that we are: -

<input type="checkbox"/> Malaysia Tax Resident <b>Please proceed to Part 4.</b>	<input type="checkbox"/> Malaysia and Non-Malaysia Tax Resident <b>Please complete Part 2 to part 4</b>	<input type="checkbox"/> Non-Malaysia Tax Resident <b>Please complete Part 2 to part 4</b>
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**Part 2: Non-Malaysia Taxpayer Identification Number Declaration**

Please declare the countries and the respective Taxpayer Identification Number (TIN) that you are a Non-Malaysia tax resident of:-

Country of Tax Residence	TIN	Please specify reason*, if TIN not available
		Reason 1 <input type="checkbox"/>
		Reason 2 <input type="checkbox"/>
		Reason 3** <input type="checkbox"/>

Country of Tax Residence	TIN	Please specify reason*, if TIN not available
		Reason 1 <input type="checkbox"/>
		Reason 2 <input type="checkbox"/>
		Reason 3** <input type="checkbox"/>

**\*TIN not available due to the following reasons:-**

<b>Reason 1</b>	The country/jurisdiction of tax residence does not issue TIN to its residents.
<b>Reason 2</b>	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).
<b>Reason 3</b>	No TIN because of other reasons. (Please elaborate further in the table below)

**\*\*For Reason 3, please explain why TIN cannot be provided**

1	
2	
3	

**Part 3: Entity Type**

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

<input type="checkbox"/> (a) Depository Institutions, Custodial Institutions or Specified Insurance Company	<input type="checkbox"/> (b) Investment Entity (refer below for definition)	<input type="checkbox"/> (c) Investment Entity located in a non-participating jurisdiction (refer below for definition)
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3.2 If you have selected Part 3(3.1)(c) above or you have selected in FATCA section that you are a passive NFFE (i.e. an entity whose revenue is mainly (at least 50%) derived from investment activities), please specify the **Controlling Person(s)** below:

NO	Control Person Name	Control Person Signature
CP1		
CP2		
CP3		

**NOTE: EACH OF THE CONTROLLING PERSON(S) MENTIONED ABOVE MUST COMPLETED THE INDIVIDUAL TAX RESIDENCY SELF-DECLARATION FORM**

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**Definitions**

<b>Account Holder</b>	Means a person listed or identified as the holder of a Financial Account by the Financial Institutions that maintains the account. A person, other than a Financial Institution, holding a Financial Account for the benefit of another person as an agent, a custodian, a nominee, a signatory, an investment advisor, an intermediary, or as a legal guardian, is not treated as the Account Holder. With respect to a jointly held account, each joint holder is treated as an Account Holder.
<b>Controlling Person</b>	Controlling Persons are the natural person(s) who ultimately have a controlling ownership interest (25%) in the entity. Where no natural person(s) exercises control through ownership interests, the Controlling Person(s) of the entity will be the natural person(s) who exercises control of the entity through other means. Where no natural person(s) is/are identified as exercising control of the entity through ownership interests, then under the CRS, the Reportable Persons is/are deemed to be the natural person(s) who is authorized to represent the entity concerned.
<b>Investment Entity</b>	<p>(a) Any entity that primarily conducts as a business, one or more of the following activities or operations for and on behalf of their customer: (i) trading in money market instruments (cheques, bills, certificate of deposit, derivatives, etc), foreign exchange, exchange, interest rates, index instruments, transferable securities or commodity future trading; (ii) individual and collective portfolio management; (iii) otherwise investing, administering, or managing financial assets or money on behalf of other persons (An investment manager/investment advisor falls under the definition of Investment Entity).</p> <p>(b) Any entity where the gross income of which is primarily attributable to investing, reinvesting or trading in Financial Assets, if the Entity is managed by another Entity which is a Depository Institution, a Custodial Institution, a Specified Insurance Company or an Investment Entity as described in (a) above.</p> <p>(c) An entity is "managed by" another entity if the managing entity performs, either directly or indirectly, or through another service provider on behalf of the managed entity, any of the activities or operations described in (a) above.</p> <p>(d) An entity only manages other entity if it has discretionary authority to manage the other entity's assets (either whole or in part). Where an entity is managed by a mix of Financial institutions, NFEs or individuals, the entity is considered to be managed by another entity that is a Depository Institution, a Custodial Institution, a Specified Insurance Company, or the other Investment Entity as described in (a) above, if any of the managing entities is such an entity.</p>
<b>Investment Entity located in a non-participating jurisdiction</b>	An Investment Entity (defined in (a) above) which is located in a non-participating jurisdiction. Please refer to the website <a href="http://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/crs-by-jurisdiction/">http://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/crs-by-jurisdiction/</a> for the countries listed as participating jurisdictions. This list may be revised from time to time and you are advised to keep yourself updated of any changes.
<b>Malaysia Tax Resident</b>	For the definition of Malaysia tax resident entity, please refer to the link: <a href="http://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/tax-residence/Malaysia-Residency.pdf">http://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/tax-residence/Malaysia-Residency.pdf</a> the contents of which may be amended form time to time.
<b>NFE</b>	Is an entity that is not a Financial Institution;
<b>Reportable Jurisdiction</b>	means a jurisdiction with which an obligation to provide financial account information is in place and that is identified in a published list.
<b>Reportable Person</b>	A Reportable Person is defined as an individual who is tax resident in a Reportable Jurisdiction under the tax laws of that jurisdiction. Dual resident individuals may rely on the tiebreaker rules contained in tax conventions (if applicable) to solve cases of double residence for purposes of determining their residence for tax purposes; and
<b>TIN</b>	The term TIN means Taxpayer Identification Number or a functional equivalent in the absence of a TIN. A TIN is a unique combination of letters or numbers assigned by a jurisdiction to an entity and used to identify the entity for the purpose of administering the tax laws of such jurisdiction. For e.g. in Malaysia, the TIN will be the identification number issued by the Inland Revenue Board of Malaysia.

**Disclaimer: the above definitions have been included to assist you to complete this form only and are not meant to supersede any of the definitions issued by the OECD. Please refer to the OECD website for more detailed definitions. Additionally, if you have any doubts or queries, please consult your tax, legal or such other professional advisor for assistance.**

**Part 4: Declaration**

We hereby declare as follows: -

- the information supplied by us is subject to the terms and conditions governing the Account Holder's relationship and accounts with ASTUTE and its related and associated corporations setting out how ASTUTE may use and share the information supplied by us;
- the information contained in this form and information regarding the Account Holder and any Reportable Account(s) may be provided directly or indirectly to any relevant tax authority, including of the country/jurisdiction in which the Account Holder may be resident for tax purposes pursuant to the agreements between competent authorities to exchange such information;
- We are the account holder or I am /we are authorized to sign for the account holder, of the account(s) to which this form relates;
- if there is a change in circumstances that affects the tax residence of the account holder or causes the information contained herein to become incorrect or incomplete, we further declare that we are obligated to inform ASTUTE of the change in circumstances within 30 days of its occurrence and to provide a suitable updated self-certification forms; and
- pursuant to section 113A to the Income Tax Act 1976 including any amendments, modifications and variations thereof, if we make or give any incorrect information, we understand that we may be liable on conviction to a fine not less than RM20,000 and not more than RM10,000 or to imprisonment for a term not exceeding 6 months or to both.

**10. DECLARATION AND SIGNATURE (S) OF THE ENTITY/CORPORATION**

- We hereby declares that the information provided herein is accurate, complete and true and we further declares that we has not withheld any information material to your application or which could result in Astute Fund Management Berhad rejecting our applicaton.
- We hereby agree and acknowledge the terms and conditions contained in the Terms and Conditions for Account Opening and further warrant and represent to Astute Fund Management Berhad ("ASTUTE") that we have read, understood and accept the contents of the relevant Prospectus, Information Memorandum, Disclosure Document and supplemental and/or replacement thereto (if any) prior to us completing this form and agree to be bound by them for our initial and subsequent transactions with Astute Fund Management Berhad

- (c) We acknowledge that we are aware of the fees and charges that we will incur directly and indirectly when investing in the relevant fund, and such fees and charges are exclusive of tax (if applicable).
- (d) We acknowledge that we have received a copy of the unit trust loan Financing Risk Disclosure Statement and understand its contents.
- (e) We has read, understood and accepted the contents contained in Clause 16 – “Personal Data and Customer Information”.
- (f) We hereby declares that the information provided in the FATCA and CRS Declaration section above is accurate, correct and true and the customer will immediately notify the ASTUTE if there is any change in the information.
- (g) We hereby agree to indemnify Astute Fund Management Berhad against all actions, suits, proceedings, claims, damages and losses which may be suffered by Astute Fund Management Berhad as a result of any inaccuracy of declarations herein.

**Affix Common Seal  
or  
Company Rubber Stamp  
(where applicable)**

**Signature of Authorized Signatory**  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**Signature of Authorized Signatory**  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**Date:** \_\_\_\_\_

**COMPULSORY FOR DISTRIBUTOR USE (IF ANY)**

FOR AUTHORISED UTC USE	FOR AUTHORISED DISTRIBUTOR: FINANCIAL PLANNER / CUTA																								
<b>Full Name of Consultant (as per NRIC):</b> _____  <b>UTC Signature:</b> _____  <b>*UTC Code:</b> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> </tr> </table> <small>*Delete where not applicable.</small>  <b>UTC's stamp (if any) :</b> _____																					<b>Company Name:</b> _____  <b>Authorized Signatories Name and signature:</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"><u>Authorized Signatory 1</u></td> <td style="width: 50%; padding: 5px;"><u>Authorized Signatory 2</u></td> </tr> <tr> <td style="height: 40px;"></td> <td style="height: 40px;"></td> </tr> </table> <b>Company Rubber Stamp:</b> _____	<u>Authorized Signatory 1</u>	<u>Authorized Signatory 2</u>		
<u>Authorized Signatory 1</u>	<u>Authorized Signatory 2</u>																								

**FOR OFFICE USE ONLY**

Front-Office (Customer Services)			Back-Office (Operations Department)		
Received By			Processed By		Reviewed By
Signature			Signature		Signature
Name			Name		Name
Date			Date		Date

**Master Account Number:**

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**CHECKLIST – DOCUMENTS REQUIRED**

No	Document
1	<b>Form Required:</b> <input type="checkbox"/> Account Opening Form <input type="checkbox"/> Foreign Account Tax Compliance Act ("FATCA") And Common Reporting Standard ("CRS") Self-certification Form
2	<b>Document Required:</b> All documents that are applicable shall be certified as true copies by a director of the company, or the company secretary, or Commissioner of Oaths or a lawyer. <input type="checkbox"/> A copy of latest Memorandum and Articles of Association <input type="checkbox"/> A copy of the Certificate of Incorporation of Company (Form 9 or its equivalent) <input type="checkbox"/> A copy of the Certificate of Incorporation and Change of Name of Company (Form 13 or Section 28 or its equivalent) <input type="checkbox"/> A copy of the latest Notice of Registered Office (Form 44 or Section 46 or its equivalent) <input type="checkbox"/> A copy of the latest particulars of Directors, Managers and Secretaries (Form 49 or Section 58 or its equivalent) <input type="checkbox"/> A copy of the document showing the latest paid up capital (Form 24 or Section 78 or its equivalent) <input type="checkbox"/> A copy of the latest Annual Returns or Section 68 or its equivalent <input type="checkbox"/> Board Resolution, or Extract Resolution, or Authorised Signatories list approved by the Board of Directors on authorized persons to represent the Corporate Customer <input type="checkbox"/> Photocopy of NRIC or Passport of shareholders or partners with equity interest of more than twenty five percent (25%). Where the shareholders or partners is a corporate entity, then provide a copy of the company's Form Of Annual Returns.
3	<input type="checkbox"/> Client onboarding – "Know Your Client" Write-up**

**Attached below with a summary table**

Type of Entity	Required Documents						Additional Documents We May Request For*
	Photocopy of NRIC/Passport	Board Resolution	Certificate of Incorporation/Registration or its equivalent	Company forms or its equivalent	M&A or Constitution or its equivalent	Other Documents	Source of Wealth
Bhd/Sdn Bhd (Malaysia)  Pte Ltd/Ltd (Foreign)	Yes • Shareholders holding 25% and more. • Authorised representatives • Directors (if NRIC/passport info not included in the company forms)	Yes	Yes	Yes • Form 9 (or notice of registration) • 24 (Section 78) • 13 (Section 28) • 44 (Section 46) • 49 (Section 58) & Latest annual returns (Section 68) (Malaysia) and its equivalent Foreign)	Yes, if applicable		• Latest audited financial statement or • Annual Report
Partnership	Yes • All partners • Authorised representatives	Yes	Yes Partnership agreement or deed of partnership	Yes Business profile, Form D and Form B (if applicable) – Issued by SSM	Yes, if applicable	If legal or accounting firm, completed and signed copy of the AML Questionnaire for Legal & Accounting Firm	Latest audited financial statement
Sole Proprietorship	Yes Sole Proprietor	No	Yes	Yes Business profile, Form D and Form B (if applicable) – Issued by SSM	No	If legal or accounting firm, completed and signed copy of the AML Questionnaire for Legal & Accounting Firm	Latest audited financial statement
Society, Club, Charity, Religious Body	Yes • All office bearers • Authorised representatives	Yes Yes	Yes Certificate of Registration with ROS (Registrar of Societies)	Yes List of office bearers, by-laws, etc (May be in the form of AGM Minutes)	Yes, if applicable		Latest audited financial statement
Trustee	Yes • Shareholders holding 25% and more • Authorised representatives • Directors (if NRIC/passport info not included in the company forms)		Yes	Yes • Form 9 (or notice of registration) • 24 (Section 78) • 13 (Section 28) • 44 (Section 46) • 49 (Section 58) & Latest annual returns (Section 68) (Malaysia) and its equivalent Foreign)	Yes, if applicable	Completed and signed copy of the AML Questionnaire for Trust Structures	• Latest audited financial statement or • Source of wealth of the settlor/beneficiary (i.e. EA form, EPF statement, salary, etc)

\*Note: This list is merely a guidance and is non-exhaustive. Astute reserves the right to request for further documents even if any of these additional documents may have already been provided.

**TERMS & CONDITIONS OF THE MASTER ACCOUNT**

By applying to invest in units in any of the Astute Fund Management Berhad ("Astute")'s Funds or units of other Unit Trusts Funds distributed ("Funds") by Astute as an institutional unit trust agent ("IUTA"), the Applicant agrees that:

**1. TERMS AND CONDITIONS**

The Applicant will be bound by these Terms and Conditions and the terms of the constitution documents (such as the Trust Deed and the Prospectus) of each relevant Fund(s) in respect of all transactions. Where there are conflicting terms, the terms of the relevant Trust Deed shall prevail. This application form must be accompanied together with the Master Prospectus of Astute Fund Management Berhad.

**2. INSTRUCTIONS / VOICE RECORDINGS**

- 2.1 Except in respect of transfer instructions, any one joint Applicant may operate the Master Account singly unless Astute is otherwise notified in writing.
- 2.2 All instructions given or purported to be given via any written or facsimile transaction by the persons authorized to operate the Master Account as named in the Master Account Application Form ("the Form") or otherwise in writing are binding on the Applicant. Astute shall have no obligation to verify the authenticity of any such instructions or the identity of any person giving such instructions.
- 2.3 The account(s) in the name of the Applicant specified in the Form attached to these Terms and Conditions or such other account as the Applicant may notify Astute in writing from time to time ("Applicant's Account") shall be used for the purposes of transactions contemplated by these Terms and Conditions and the Applicant's Account shall be governed by these Terms and Conditions.
- 2.4 Astute shall be entitled to use voice recording devices to record instructions communicated to it and such recording(s) may constitute evidence of the instructions.

**3. CONSULTANT**

- 3.1 If a Consultant is named in the Form, Astute is entitled to process any instructions received from such Consultant without further reference to the Applicant unless Astute has received prior contrary instructions in writing duly signed by the Applicant.
- 3.2 Astute shall be entitled to regard the Consultant as the Applicant's agent throughout the period of operation of the Master Account unless otherwise notified in writing. Astute shall not be responsible for any action or omission on the part of the Consultant and shall be under no obligation to verify the authenticity of the instructions received or to determine whether or not such instructions were authorized. The Applicant shall have no right of action against Astute in connection with the execution by Astute of such instructions and undertakes not to make any claim against Astute in connection therewith.

**4. REJECTION / CANCELLATION OF APPLICATION**

- 4.1 Astute as the manager and distributor of the various Funds is entitled to :-
  - a) reject any Form which is not completed in full and supported by the requested documents and payments;
  - b) cancel any units issued if the payment for the units cannot be matched within seven (7) days of the receipt of the application or subscription instruction, and require the Applicant to pay the difference (as a debt due to Astute under clause 10 of the Terms and Conditions) if applicable, pursuant to the relevant Trust Deed; and
  - c) In its absolute discretion (without giving any reason) reject in whole or part thereof any application for subscription or switching and suspend the operation of the Master Account.

**5. STATEMENTS / CONFIRMATION OF ADVICE SLIP**

Confirmation of Advice Slip, transfer advices, statements, cheques and other documents shall be sent at the risk of the Applicant to the Applicant's default mode of communication as detailed in the Form. If the Applicant fails to notify Astute in writing of any errors in the Confirmation of Advice Slip or transfer advice within 5 days, or in the statement within 14 days of issue, the Applicant shall be deemed to have waived any right to raise any objection or to pursue any remedies against Astute or the relevant Trustee(s).

**6. MONIES**

- 6.1 All application monies must be paid or remitted as instructed and any cheque(s) must be honoured when presented.
- 6.2 If an application is rejected in whole or in part, the application monies or balance thereof will be returned (without interest) by Astute by cheque or, at the cost of the Applicant, by online transfer, within thirty (30) business days.
- 6.3 The Applicant confirms that Astute may remit the monies via online transfer or issue a cheque in Ringgit Malaysia to settle any redemption or other monies (if any) payable by Astute. Such cheque shall be made payable to the Applicant or the Applicant's nominee who is registered unitholder(s) and sent to the last registered address of the Applicant or the Applicant's nominee on Astute's records unless otherwise notified in writing.
- 6.4 The Applicant hereby authorizes Astute to automatically reinvest any distributions in the relevant Funds without further reference to the Applicant.

**7. REPRESENTATION**

- 7.1 The Applicant shall not rely on any information or representations other than those contained in the relevant Trust Deed and Prospectus.
- 7.2 The Applicant warrants that if an application is made on behalf of a corporation, the corporation has the power and the capacity and has taken all necessary steps to invest in the relevant Fund(s).

**8. INFORMATION ON UNIT TRUSTS**

- 8.1 Astute may in its absolute discretion upon acceptance of the Applicant's application provide to the Applicant the most recent published editions of prospectuses, explanatory interim and annual reports and accounts and other up to date promotional and advertising literature, publications, materials and statistical information ("Information") relating to Funds.
- 8.2 The Applicant acknowledges and agrees that :-
  - a) Astute shall not be responsible nor be liable to the Applicant for advising or giving or for refraining from or omitting to advise or give any recommendation to the Applicant as to whether or not to invest in any Funds in respect of which information has been provided and, if necessary, the Applicant should seek independent financial and/or legal advice with respect to any such investment opportunity.
  - b) No warranty is given by Astute as to the performance or profitability of the Funds or any part thereof.
  - c) Astute shall not be responsible nor be liable to the Applicant for any actions, proceedings, claims, costs, expenses, losses or damages of whatsoever nature suffered or incurred by the Applicant as a result of or in connection with any investment, subscription, holding, disposal, redemption or any other dealing of any units in any of the Funds or any other transaction made or omitted to be made by the Applicant



on the basis of any information provided by Astute.

#### 9. SUBSCRIPTION, TRANSFER, SWITCHING AND REDEMPTION OF FUNDS DISTRIBUTED BY ASTUTE

In the case of an application made for funds distributed by Astute, the Applicant acknowledges and agrees that:-

- a) any unit trust management company ("UTMC") which receives the application for subscription, transfer, switching, redemption, investment and/or any other dealings with respect to the relevant Funds shall not be obliged to accept such application in whole or in part and Astute shall not be liable for :-
  - (i) ensuring that the relevant UTMC accept such application; or
  - (ii) any action, proceeding, claim, cost, expense, loss or damage of whatsoever nature including any loss of investment opportunity which the Applicant may suffer or incur as a result of any refusal to accept or delay in accepting such application by any such UTMC.
- (b) If the Applicant wishes to invest, subscribe, transfer, switch, redeem or deal in any of the Funds, he will place his order with Astute at least half an hour before the specified cut-off time for the receipt by the relevant UTMC of any application on the subscription, transfer, switching, redemption and/or any other dealings, so that Astute and/or the Nominee can use reasonable endeavor to send any such application to the appropriate UTMC in respect of the relevant Funds on the same "Dealing Day" for such UTMC being a day on which dealings take place in units or shares of such Funds as the date upon which Astute receives the relevant instruction from the Applicant; otherwise Astute and/or the Nominee will deliver such application to the appropriate UTMC in respect of the relevant Funds on the next Dealing Day.
- b) Astute shall not be obliged under any circumstances to take any action or instruction from the Applicant at any time outside its normal business hours.
- c) Astute shall not be obliged to verify the authenticity of any instruction given or purported to be given by the Applicant or for and on behalf of the Applicant or to determine whether or not such instructions are authorized.
- d) If the Applicant wishes to invest in the EPF Member Investment Scheme, the Applicant must complete the KWSP 9N form, all applications on the i-Invest EPF platform, applications submitted via Astute online platform and/or any other form(s) prescribed by the EPF Board and the respective UTMC.

#### 10. COST AND COMMISSION

- 10.1 The Applicant shall be responsible for the payment of any commission, transfer fees, registration fees, taxes, any other liabilities, costs and expenses properly payable or incurred by Astute under these Terms and Conditions.
- 10.2 Astute may receive a selling or placing commission and/or fee from any UTMC or any other source for the subscription order made by the Applicant and Astute shall be entitled to retain such commission for its own benefit and is not obliged to account to the Applicant for all or any part of such commission.
- 10.3 Astute shall be entitled to set-off any monies due to the Applicant under these Terms and Conditions against any debt or liability due from the Applicant to Astute from time to time.

#### 11. NOTICES

- 11.1 All notices and other communications sent by or to the Applicant shall be sent at the risk of the Applicant. Unless due to willful default or negligence of Astute, Astute 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. Astute shall not be liable for any direct or indirect consequential losses arising from the foregoing.
- 11.2 Pursuant to the Securities Commission Guidelines on Online Transactions and Activities in Relations to Unit Trust, Astute's default mode of communication with its Applicants will be through electronic communication. If the Applicant wishes to continue receiving hard-copy statements, the Applicant should request from Astute.

#### 12. INDEMNITY

- 12.1 The Applicant hereby indemnifies Astute and the relevant Trustee(s) and any of their agents against any actions, proceedings, claims, losses, damages, costs and expenses which may be brought against, suffered or incurred by any or all of them arising either directly or indirectly out of or in connection with this Master Account or in connection with Astute accepting, relying on or failing to act on any instructions given by or on behalf of the Applicant unless due to the willful default or negligence of Astute.
- 12.2 The Applicant acknowledges and accepts that Astute has absolute discretion to rely on facsimile confirmation from the Applicant and undertakes to indemnify and hold harmless Astute, its employees and agents against all costs, expenses, loss of liabilities, claims and demands arising out of relying on the Applicant's confirmation.

#### 13. SET OFF AND COOLING-OFF PERIOD

- 13.1 Astute is entitled to set off any claim which Astute or the relevant Trustee(s) may have against any of the assets, units or cash of the Applicant held by Astute or the relevant Trustee(s).
- 13.2 The application may withdraw his money, free of all charges within 6 business days commencing from the date of receipt of the application form. A cooling-off right is given only for the first time investment in any Fund managed by Astute and is not eligible to corporation or institution, staff of Astute and persons registered to deal in the Funds managed by Astute. Investors applying for units through EPF Member's Investment Scheme may be subject to the terms and conditions imposed by EPF.

#### 14. LEGAL AND TAX IMPLICATIONS

- 14.1 The Applicant shall acquaint himself with the relevant tax laws and exchange control regulations in force in the countries of his citizenship, residence or domicile.

#### 15. PERSONAL DATA

- 15.1 The Applicant has provided in the Master Account application form, and may, from time to time, provide personal information ("Data") to Astute. The Applicant hereby expressly consents that the Data may be used by Astute and provided to the relevant Trustee(s), JF Apex Nominees (Tempatan) Sdn Bhd, Regulators for regulatory requirements or any of Astute's holding companies, subsidiaries or associated companies, which provides services to Astute, within or outside Malaysia, for the purposes of the application of Master Account with Astute under this Agreement including any subsequent transactions that are related to it, provision of financial services including the appointment of nominees by the Applicant or any related services and, including direct marketing. However, in the event the Applicant notifies Astute in writing to cease or not to begin processing Data for purpose of direct marketing, Astute shall comply with such written notice issued by the Applicant.

- a) the Applicant may withdraw its consent granted herein to process the Data; and
- b) it is necessary and obligatory for the Applicant to provide the Data in order for Astute to process the Applicant's application for opening of master account to provide the services under this Agreement.
- c) Astute may use and disclose the Applicant's Data collected via online methods in the course of providing services under this Agreement.

15.2 The Applicant and Astute hereby agree and acknowledge that:

- (a) The Applicant may request for access to the Personal Data and would be able to contact Astute through the customer service representative department of the Apex group of companies ("Group") at the address stated in the Group's Policy Statement to request for correction on the Data and make enquiries or complaints with regards to the Data;
- (b) Astute may disclose the Data to its employees, consultant and third party service providers in the course of providing the services under this Agreement;
- (c) the Applicant may, by notice in writing to Astute, stop the processing and usage of the Data or part of the Data in the event if there is a danger where other persons are able to be identified from the Data;

## 16. MISCELLANEOUS

- 16.1 References to persons include corporations, references to one gender include both genders and references to the singular includes the plural and vice versa.
- 16.2 Each joint Applicant's obligation is joint and several and any reference herein to the Applicant, where appropriate, may refer to any one or more joint Applicant(s).
- 16.3 The Master Account is personal to the Applicant and cannot be changed, assigned or transferred in any way by the Applicant.
- 16.4 Astute reserves the right to vary the Terms and Conditions at any time without notifying the Applicant.
- 16.5 If any of these Terms and Conditions is held or deemed to be void or unenforceable, the other terms and conditions will remain in full force and effect.

## 17. APPLICABLE LAW

These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia.

### APPOINTMENT OF NOMINEE TO HOLD UNIT TRUST

Whereas the abovenamed applicant ("the Investor") has registered with Astute Fund Management Berhad ("Astute") as an investor in unit trusts funds ("Unit Trusts") that are managed by Astute or distributed by Astute as an institutional unit trusts agent ("IUTA") for other unit trusts management companies.

And Whereas as an IUTA and for ease of operations, Astute requires the services of a nominee to effect transactions for the Investor and also to keep in custody Unit Trusts for and on behalf of the Investor.

And Whereas the Investor is desirous of appointing **JF Apex Nominees (Tempatan) Sdn Bhd** ("the Nominee") and the Nominee has agreed to the appointment to hold and act for and on behalf of the Investor time to time in relation to Unit Trusts subject to the terms and conditions herein provided.

Now the Investor hereby **agrees** as follows:

## 1. INSTRUCTIONS ON UNIT TRUSTS

- 1.1 The Investor shall forward all instructions with respect to the Unit Trusts to Astute in accordance with the prescribed manner set by Astute from time to time.
- 1.2 Any unit trusts management company ("UTMC") which receives the application for subscription, transfer, switching, redemption, investment and/or any other dealings with respect to the Unit Trusts shall not be obliged to accept such application in whole or in part and the Nominee shall not be liable for:
  - (i) ensuring that the relevant UTMC accept such application; or
  - (ii) any action, proceeding, claim, cost, expense, loss or damage of whatsoever nature suffered or incurred by the Investor including any loss of investment opportunity which the Investor may suffer or incur as a result of any refusal to accept or delay in accepting such application by any such UTMC.
- 1.3 The Nominee may aggregate transactions for the Unit Trusts with those of the other investors/clients of the Nominee.
- 1.4 All transactions with respect to the Unit Trusts will be effected by the Nominee on behalf of the Investor with the relevant representative, agent, adviser or management company of the Unit Trusts in accordance with the restrictions or limitations set by the respective UTMC, the relevant prospectus and deed of the respective Unit Trusts and the laws, rules, regulations, guidelines and practices of the unit trusts industry.
- 1.5 The Investor acknowledges that the Investor is aware of such restrictions and limitations and the contents of the relevant prospectus and deed governing the Unit Trusts.
- 1.6 The Nominee shall be entitled at its sole discretion to refuse to comply with any instructions which in the Nominee's opinion is unclear or ambiguous or which would or might cause Astute and/or the Nominee to contravene any applicable law, regulation, guideline, rules or practices of the unit trusts industry and the Nominee shall not be responsible or liable to the Investor as a result of refusal to act in such circumstances.
- 1.7 The Nominee, its personnel, employees or agents are under no obligation to verify the authenticity of any instructions given or purported to be given by the Investor or for and on behalf of the Investor or to determine whether such instructions are duly authorised.

## 2. CUSTODY

- 2.1 The Investor hereby agrees that notwithstanding anything to the contrary herein contained:
  - (a) the Unit Trusts shall be held by the Nominee as the registered holder for and on behalf of the Investor;
  - (b) the Nominee shall not recognise any trust or equity in respect of the Unit Trusts or any part thereof; and
  - (c) the Nominee shall be a bare custodian and not a trustee in all matters relating to this Agreement and/or the Unit Trusts.
- 2.2 Subject to Astute receiving instructions to the contrary, the Nominee shall:
  - (a) present for payment the Unit Trusts which are subscribed or redeemed or otherwise shall become payable;

(b) hold for the Investor all distributions and rights with respect to any Unit Trusts held, and  
(c) receive and collect all interest, dividends and other payments or distributions of income in respect of the Unit Trusts.

- 2.3 The Nominee shall not be liable to pay any interest to the Investor for any monies held by the Nominee for the Investor for any reason whatsoever.
- 2.4 The Nominee shall have no duty or responsibility as regards attendance at meetings or voting in respect of any of the Unit Trusts or as regards any subscription, conversion or other rights in respect thereof or as regards any merger, consolidation, reorganisation, receivership, bankruptcy or insolvency proceedings, compromise or arrangement in connection with the Unit Trusts, nor shall the Nominee be under any duty to investigate or participate therein or take any affirmative action in connection therewith except in accordance with written instructions from the Investor and upon such conditions and indemnity and provision for expenses as the Nominee may require.

### 3. COST AND COMMISSION

- 3.1 The Investor shall be responsible for the payment of any commission, transfer fees, registration fees, taxes, any other liabilities, costs and expenses properly payable or incurred by the Nominee under this Agreement and in holding or executing transaction in respect of the Unit Trusts.
- 3.2 The Nominee shall be entitled to set-off any monies due to the Investor under this Agreement against any debt or liability due from the Investor to the Nominee from time to time.
- 3.3 All fees and charges payable to the Manager and the Trustee are subject to goods and services tax as may be imposed by the government or other authorities from time to time.

### 4. VARIATION AND TERMINATION

- 4.1 Without contrary to Clause 4.2, the Nominee at its sole discretion may by notice in writing to the Investor vary or terminate this Agreement at any time.
- 4.2 The Nominee may without notice to the Investor amend this Agreement from time to time in order to comply with any relevant law, regulation, guidelines or practices with respect to this Agreement or the unit trusts industry.
- 4.3 The Investor may terminate this Agreement at any time by written notice to the Nominee to take effect immediately on receipt.
- 4.4 Upon termination of this Agreement, the Nominee shall be entitled at its absolute discretion to transfer all the Unit Trusts to the Investor at the cost and expense of the Investor and the Investor shall do all things necessary to affect such transfer.

### 5. LIABILITY AND INDEMNITY

- 5.1 The Nominee shall not be liable for any direct, indirect, special or consequential damages which may be suffered by the Investor, 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 (which includes but is not limited to negligence), arising directly or indirectly in connection with or arising out of this Agreement or the Unit Trusts.
- 5.2 The Investor hereby agrees to indemnify and hold harmless the Nominee and/or its personnel, employees and agents against any action, proceeding, claim, cost, expense, loss or damage of whatsoever nature which may be brought against, suffered or incurred by any of them arising either directly or indirectly out of or in connection with the Agreement or in connection with the Nominee accepting, relying on or failing to act on any instruction given or purport to be given by or on behalf of the Investor to Astute or the Nominee.
- 5.3 The Nominee shall not be required to take any legal action or proceedings with respect to the Unit Trusts or for and on behalf of the Investor.

### 6. NON-EXCLUSIVITY

- 6.1 The services to be provided by the Nominee to the Investor are non-exclusive and the Nominee shall be permitted to perform such services for such other persons/ body as the Nominee in its absolute discretion deem fit and the Nominee shall not be liable or under any obligation to:
- (a) account to the Investor for all or any part of benefits received or any fact which may come to the notice of the Nominee or any of its personnel, employees or agents in the course of providing such services; or
- (b) disclose to the Investor any fact or thing which may come to the notice of the Nominee in the course of providing such services to others or in the course of its business in any other capacity or in any manner whatsoever than in the course of carrying out its duties under these terms and conditions

### 7. MISCELLANEOUS

- 7.1 All notices and documents sent, conveyed, forwarded, published or transmitted by the Nominee to the Investor in any manner the Nominee deems practical and appropriate, or in accordance with such manner as may be mutually agreed upon by the Nominee and the Investor are deemed to have been duly served and shall be at the risk of the persons entitled thereto.
- 7.2 The Investor acknowledge that the Nominee may delegate any of its functions under this Agreement to any person/body and the Investor hereby expressly agrees that the Nominee may disclose information about the Investor and the Unit Trusts to such person/body in order to undertake these functions. The Nominee is to ensure that the delegatee provides sufficient guarantees to the technical and organizational security measures that govern the processing of the Investor and the Unit Trusts' information and the delegatee takes reasonable steps to ensure compliance with those measures that are put in place.
- 7.3 The Investor shall not assign any of its rights and interest in this Agreement, the Unit Trusts without the written consent of the Nominee.
- 7.4 References to persons include corporations, references to one gender include both genders and references to the singular includes the plural and vice versa.
- 7.5 Each joint Investor's obligation is joint and several and any reference herein to the Investor, where appropriate, may refer to any more or more joint Investor(s).
- 7.6 The Nominee may give any notification or to take or to refrain from taking any action in order to comply with the provisions of any laws or any statutory and regulatory requirements now or hereafter in force which purports to impose any duty on the Nominee as the holder of any Unit Trusts.
- 7.7 Nothing in this Agreement shall be deemed to create a partnership between the Nominee and the Investor nor an employee-employer relationship.
- 7.8 If any of these terms and conditions is held or deemed to be void or unenforceable, the other terms will remain full force and effect.
- 7.9 The agreement set out in these terms and conditions shall be governed by and construed in accordance with the laws of Malaysia.

**UNIT TRUST LOAN FINANCING RISK DISCLOSURE STATEMENT****Investing in a Unit Trust Fund with Borrowed 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 financial circumstances. You should be aware of the risks, which would include the following:

- 1) 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 potential for losses as well as gains;
- 2) 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;
- 3) If unit prices fall beyond a certain level, you may be asked to provide additional acceptable collateral or pay additional amounts on top of your normal instalments. If you fail to comply within the time prescribed, your units may be sold to settle your loan;
- 4) 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 experienced. Whether you eventually realise a gain or 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.

This brief statement cannot disclose all the risks and other aspects of loan financing. You should therefore carefully study the terms and conditions before you decide to take the loan. If you are in doubt in respect of any aspect of this risk disclosure statement or the terms of the loan financing, you should consult the institution offering the loan.

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**Nature of Business Based on Industries and Sectors**

Code	Nature of Business - Industries and Sectors	Score
A01	Agricultural	1
A02	Apperal / Fashion Designer	1
A03	Assets/portfolio management	1
A04	Banking: commercial Bank	1
A05	Convenience stores: eg. 7E, MyNews	1
A06	Credit card services	1
A07	Education Services	1
A08	Engineering and Technician	1
A09	Factory and Manufacturing Activities	1
A10	Farming and Plantation	1
A11	Food and Beverages	1
A12	Forestry and Fishing	1
A13	Healthcare and Pharmaceutical	1
A14	Hospital / Clinic / Medical Activities	1
A15	Insurance	1
A16	Interior Design	1
A17	Laundering and dry-cleaning, pressing	1
A18	Legal and Consulate Activities	1
A19	Logistics and Customs	1
A20	Manufacturing: Raw Products	1
A21	Military and Defence / Marines Activities	1
A22	Mining and Quarrying	1
A23	Online Business	1
A24	Orphanages	1
A25	Professional Services: eg Advisor / Secretariat	1
A26	Retailors / Supermarket / Mini Market	1
A27	Services: Car wash	1
A28	Telecommunication and Operator	1
A29	Training and Event Services	1
A30	Transportation and Storage	1
A31	General Services / Public Services	1
A32	Real Estate and Property Agency	5
A33	Accounting and Auditing Activities	5
A34	Consultancy and Agency	5
A35	Automotive	5
A36	Commodity brokers and dealers: Life Stocks	5
A37	Construction and Building	5
A38	Hotel and Homestay	5
A39	IT And Computer	5
A40	Wholesale and Trading / Supplier	5

Code	Nature of Business - Industries and Sectors	Score
A41	Activities of Religious Organizations	10
A42	Cyber Café / Internet Centre	10
A43	Pawnshops and pawnbrokers includes Ar-Rahnu	10
A44	Restaurant	10
A45	Travel Agecies & Tour Guide Activities	10
A46	Tour Operator Activities	10
A47	Retail sale of beer, wine and spirits	10
A48	Furnitures Shop or Activities	10
A49	Rental & Services / Leasings	10
A50	Wholesale and Supplier: car spare parts	10
A51	Fashion and Design	10
A52	Retail sale of antiques / Drawings	15
A53	Retail sale or Wholesale of jewellery	15
A54	Wholesale and retail sale of all kinds of parts, components, supplies, tools and accessories	15
A55	Auction Activities: Car auctions	15
A56	Financial leasing activities	30
A57	Art and Antique Dealer/Shop	30
A58	Entertainment: Pubs, bars, discotheques, coffee houses, cocktail lounges and karaoke	30
A59	Gaming, Gambling and Betting activities: any type of gambling & betting	30
A60	Investment Activities: Stocks / Unit Trust	30
A61	Money-changing services: Money Changer	30
A62	Foreign exchange broker and dealers (Bureaux de	30
A86	Others (please specify)	86