



# Individual Investor

Built On Trust

[aham.com.my](http://aham.com.my)

## CHECKLIST - DOCUMENTS REQUIRED

	No	Document
EPF Account (UTF)	1	<b>Account Opening Booklet</b> <input type="checkbox"/> Account Opening Form <input type="checkbox"/> PDPA Form <input type="checkbox"/> Foreign Account Tax Compliance Act ("FATCA") and Common Reporting Standard ("CRS") Self-Certification Form <input type="checkbox"/> Client Acknowledgement Form
	2	<b>Photocopy of NRIC</b> <input type="checkbox"/> Front and back on the same page, 2 copies <input type="checkbox"/> Original Sighted / Certified True Copy <input type="checkbox"/> Please stamp "FOR EPF USE ONLY"
	3	<b>Remarks: document required for foreigner</b> <input type="checkbox"/> Photocopy of Passport (original sighted) <input type="checkbox"/> Photocopy of NRIC of the investor origin country (optional) (original sighted)

	No	Document
Individual / Joint Account (UTF) or (PRS)	1	<b>Account Opening Booklet</b> <input type="checkbox"/> Account Opening Form <input type="checkbox"/> PDPA Form <input type="checkbox"/> Foreign Account Tax Compliance Act ("FATCA") and Common Reporting Standard ("CRS") Self-Certification Form <input type="checkbox"/> Client Acknowledgement Form
	2	<b>Photocopy of NRIC / Passport / Other</b> <input type="checkbox"/> Front and back on same page <input type="checkbox"/> Original Sighted / Certified True Copy
	3	<b>Photocopy of joint holder's NRIC / Passport / Other (if applicable)</b> <input type="checkbox"/> Front and back on same page <input type="checkbox"/> Original Sighted / Certified True Copy
	4	<input type="checkbox"/> <b>Client onboarding – "Know Your Client" Write-up**</b>

### \*\*IMPORTANT NOTE

Compulsory for: Any client with initial investment of RM100,000 and above.

### Attached below with a summary table

Individual Type	Required Documents			Additional Documents We May Request For*
	Photocopy of NRIC / Passport / Others	Business Card	Other Documents	Source of Wealth
General	Yes	Yes, if applicable		- EA Form; - EPF statement; - Salary (3 months); - Dividend statement; - Shareholding information; or - Any other similar document
Homemaker	Yes	No		- EA Form; - EPF statement; - Salary (3 months); - Dividend statement; - Shareholding information; or - Any other similar document  If you are unable to provide any of the documents listed above, please provide any other relevant documentation related to the your source of wealth.
Retiree	Yes	No		- EA Form from before retirement; - EPF statement; - Salary (3 months); - Dividend statement; - Shareholding information; or - Any other similar document
Power of Attorney	Yes NRIC of Donor	Yes	NRIC of Power of Attorney (Certified True Copy by Court) and NRIC of the Attorney	- EA Form from before retirement; - EPF statement; - Salary (3 months); - Dividend statement; - Shareholding information; or - Any other similar document of the Donor

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

In accordance with the Capital Markets and Services Act 2007, this form should not be circulated unless accompanied by the applicable Prospectus, Information Memorandum, Disclosure Document, and any supplemental and/or replacement thereto (if any). You should read and understand the contents of the relevant Prospectus, Information Memorandum, Disclosure Document, and any supplemental and/or replacement thereto (if any) before completing this form.

**IMPORTANT:** Please complete in **CAPITAL LETTERS** and **BLACK INK** only, and tick  where applicable. Any alterations made must be countersigned.

Account Type  Single  Joint Product  PRS  DPM  NDPM  
 UTF (Cash / EPF Plan)  \_\_\_\_\_

### DETAILS OF FIRST APPLICANT

Salutation  Date of Birth  EPF No.

Full Name (as per NRIC / Passport / Others)

Staff No.  This field is only for AHAM Capital Group Employees

Nationality  Malaysian  Non-Malaysian, please specify \_\_\_\_\_

NRIC No.  -  -  Passport No.

Other No.  Gender  Male  Female

*Note: Please provide a copy of NRIC / Passport / Other for our verification purpose.*

Permanent Address (as per NRIC / Passport / Others)

Town / City  Postcode

State

Country

Correspondence Address (if different from the above)

Town / City  Postcode

State

Country

Contact Details

Mobile (  )  Office  Ext.   
Country Code

Fax

House

Email

By completing the email field above, you will receive statements, annual and / or interim reports, and other information from us via email only.   
Should you wish to receive hard copies of the said documents instead, please tick here.

Race  Malay  Chinese  Indian  Other, please specify \_\_\_\_\_

Status  Bumi  Non-Bumi

Marital Status  Single  Married  Divorced  Widowed

Do you have any dependents?  Yes How many?   No

**Employment Details**  Self-employed  Retiree  Student  Homemaker  
 Employed, please specify designation \_\_\_\_\_  
 Unemployed, please specify \_\_\_\_\_

**Name of your Employer or Business**

**Address of your Employer or Business**



Town / City  Postcode

State

Country

**Nature of Business**  A     If A18-None of the above, please specify \_\_\_\_\_

*For Nature of Business code, please refer to the Appendix page.*

**Annual Income**  RMO - 149,999  RM150,000 - 299,999  RM300,000 and above

**Source of Wealth**  Salary / Bonus  Savings  Inheritance  Other, please specify \_\_\_\_\_

Commission  Investment Proceeds  Business Revenue \_\_\_\_\_

**Do you have net personal assets of more than RM3 million (or equivalent in foreign currency)?**  Yes  No

**Purpose of your investment (You may select more than one)**

Savings  Retirement Funding  Education Funding  Enhance Returns

Other, please specify \_\_\_\_\_

**Are you or any of your family member(s) a Politically Exposed Person ("PEP")\*?**  Yes  No

**If Yes, please specify the position of the PEP and the organisation:**

**If you are not the PEP, please state the full name of the above family member and your relationship with the PEP:**

\*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, i.e. parents, siblings, spouse, child, and / or spouse's parents (both biological and non-biological, e.g. step parents / siblings or adopted parents / child).

*Note: Please refer to Clause 3 of the 'Account Opening - Terms and Conditions' for the list of documents to be provided to support your answer above.*

## DETAILS OF JOINT APPLICANT

**Salutation**

**Date of Birth**

**Full Name (as per NRIC / Passport / Others)**



**Staff No.**  This field is only for AHAM Capital Group Employees

**Nationality**  Malaysian  Non-Malaysian, please specify \_\_\_\_\_

**NRIC No.**  -  -

**Passport No.**

**Other No.**

**Gender**  Male  Female

*Note: Please provide a copy of NRIC / Passport / Other for our verification purpose.*

**Race**  Malay  Chinese  Indian  Other, please specify \_\_\_\_\_

**Status**  Bumi  Non-Bumi



**BANK ACCOUNT DETAILS - MYR Class Fund Only  
(For crediting of Income Distribution & Repurchase proceeds / Withdrawal payments)**

Bank Account Name	<input type="text"/>
Validation ID	<input type="text"/>
Bank Account No.	<input type="text"/>
Bank Name	<input type="text"/>
Remittance Information (if applicable)	<input type="text"/>

*Note: 1. Only one default account will be maintained for each currency class in our record at any one time.  
2. Payment to a third party is strictly prohibited.  
3. The Validation ID refers to the identification document (NRIC No. / Passport No. / Other) of the bank account holder (In joint bank accounts, the Validation ID refers to the first account holder). Should this field be left unfilled, the NRIC No. / Passport No. / Other entered in the First / Joint Applicant section of this form will be used instead.  
4. The Bank Account No. provided herein will be considered as the Default Bank Account No.*

**BANK ACCOUNT DETAILS - Foreign Currency Class Fund Only  
(For crediting of Income Distribution & Repurchase proceeds / Withdrawal payments)**

Bank Account Name	<input type="text"/>
Validation ID	<input type="text"/>
Bank Account No.	<input type="text"/>
Bank Name	<input type="text"/>
Bank Swift Code / Bank Code	<input type="text"/>
Remittance Information (if applicable)	<input type="text"/>
Bank Account Currency	<input type="text"/>
<u>Intermediary Bank Details (if applicable)</u>	
Intermediary Bank Name	<input type="text"/>
Intermediary Bank Branch	<input type="text"/>
Intermediary Bank Swift Code / Bank Code	<input type="text"/>
Intermediary Bank Account No.	<input type="text"/>

*Note: 1. Only one foreign bank account per foreign currency will be maintained in our record at any one time.  
2. For transactions involving different currencies other than the fund currency, any bank charges / conversion fees will be borne by the investor (kindly refer to clause 8.4 of the 'Account Opening - Terms and Conditions').  
3. Payment to a third party is strictly prohibited.  
4. The Validation ID refers to the identification document (NRIC No. / Passport No. / Other) of the bank account holder (In joint bank accounts, the Validation ID refers to the first account holder). Should this field be left unfilled, the NRIC No. / Passport No. / Other entered in the First / Joint Applicant section of this form will be used instead.  
5. The Bank Account No. provided herein will be considered as the Default Bank Account No.*

**POWER TO SIGN**

Power to Sign  First Applicant to Sign  Either One to Sign  Both to Sign

**SOPHISTICATED INVESTOR DECLARATION (Compulsory to be completed)**

**First Applicant**

I hereby declare my status as a Sophisticated Investor.  Yes (please proceed to declare which criteria)  No

Accredited Investor  High Net-worth Individual

*Note: Please fill in whichever applicable if you declared as 'YES' (for details, please refer to appendix).*

**Joint Applicant**

I hereby declare my status as a Sophisticated Investor.  Yes (please proceed to declare which criteria)  No

Accredited Investor  High Net-worth Individual

*Note: Please fill in whichever applicable if you declared as 'YES' (for details, please refer to appendix).*

**DECLARATION AND SIGNATURE(S)**

**IMPORTANT:** You are encouraged to verify the registration status of your Unit Trust Consultant with Federation of Investment Managers Malaysia ("FIMM"). Please visit <https://www.fimm.com.my/search> to check whether the individuals you are dealing with is an Authorised Consultant of AHAM Asset Management Berhad ("AHAM Capital") (formerly known as Affin Hwang Asset Management Berhad).

I / We hereby agree and acknowledge the terms and conditions contained in the Terms and Conditions for Account Opening and further warrant and represent to AHAM Capital that I / we have read, understood and accept the contents of the relevant Prospectus, Information Memorandum, Disclosure Document, and any supplemental and / or replacement thereto (if any) prior to me / us completing this form and agree to be bound by them for my initial, and subsequent transactions with AHAM Capital.

I / We acknowledge that I / we am / are aware of the fees and charges that I / we will incur directly and indirectly when investing in the relevant fund, and such fees and charges are exclusive (if applicable).

I / We acknowledge that I / we have received a copy of the Unit Trust Loan Financing Risk Disclosure Statement and understood its contents.

I / We hereby agree to indemnify AHAM Capital against all actions, suits, proceedings, claims, damages, and losses which may be suffered by AHAM Capital as a result of any inaccuracy of declarations herein.

Signature of First Applicant

Date:

Signature of Joint Applicant

Date:

**COMPULSORY FOR DISTRIBUTOR (AUTHORISED UTC / PRC)**

Name (as per NRIC) <hr/>										
*UTC / PRC Code <table border="1" style="display: inline-table; vertical-align: middle;"><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></tr></table>										
*Delete where not applicable.										

Campaign Code

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**FOR OFFICE USE ONLY**

Form Verified By: Name: Branch: Date:	Processed By: Name: Date:
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Account No. / Portfolio Code

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**PERSONAL DATA PROTECTION**

**CONSENT FOR DISCLOSURE**

AHAM Asset Management Berhad ("AHAM Capital") (formerly known as Affin Hwang Asset Management Berhad) hereby gives you notice pursuant to Section 7 of the Personal Data Protection Act 2010 (the "Act") as follows:

Information may be collected at any time and from time to time by AHAM Capital that relates directly or indirectly to you and / or your account. Such information shall be processed by AHAM Capital or on behalf of AHAM Capital by a third party service provider for the purposes of the provision of the services to you as well as for administration, marketing, customer services, risk profiling, improving AHAM Capital's services to you, maintaining and updating your records. The Information may also be processed for the purposes of complying with applicable laws, including anti-money laundering laws and regulations.

Such Information is sourced from and may include, but is not limited to, information provided by you, or someone acting on your behalf, details of orders placed and trades entered by you, other transactions conducted by you through or in connection with our online portal, other information concerning you that AHAM Capital may receive from your use of our online portal, or any associated website, but excluding security details, information obtained about you through checks which we may perform prior to or during your use of our services, and information regarding you that we may receive from any relevant third party providing services to us (collectively referred to as "Information").

For the above purposes, AHAM Capital may disclose the Information to:-

- Our directors, officers, and dealer's representatives for purposes relating to your application and use of our services / products;
- Our related, associated or affiliated companies;
- Regulatory bodies such as Bank Negara Malaysia, Securities Commission Malaysia, Bursa Malaysia Securities Berhad, clearing house, and other regulatory bodies which have oversight over us and our activities;
- Any third party service provider, agent or contractors who have been appointed by us to provide services to us whether in or outside Malaysia subject to sufficient security controls over the information;
- Our auditors, lawyers, consultants, and other advisors;
- Parties authorised by you; and
- Any other party to whom such disclosure is required by law or regulatory requirement or pursuant to a Court order.

To enable AHAM Capital to accept and process your account opening application, administration of your account and for anti-money laundering purposes, AHAM Capital may effect searches in relation to you.

You have the right to request a copy of the Information that AHAM Capital holds that relates directly to you or your account (for which AHAM Capital may charge a nominal fee) and to correct inaccuracies in such Information.

You are required to provide the information as requested in this application to be processed by or on behalf of AHAM Capital as described above. If you do not agree to supply the information to AHAM Capital in accordance with this notice, AHAM Capital will not be able to provide you with AHAM Capital's services and / or open an account for you. If you have any enquiries or complaints, you may contact AHAM Capital by phone at 03-2116 6000 or via email at [customer@aham.com.my](mailto:customer@aham.com.my)

To make sure we follow your instructions correctly and to improve our service to you through training of our staff, AHAM Capital may monitor or record all communications.

If you are a corporation supplying personal data of your directors, shareholders, and / or officers to us, please do ensure that you have obtained their consent and bring our Privacy Notice to the attention of your directors, shareholders, and / or officers whose personal data you are supplying / have been supplied to us.

**NOTIS BAWAH AKTA PERLINDUNGAN DATA PERIBADI 2010**

AHAM Asset Management Berhad ("AHAM Capital") (dahulu dikenali sebagai Affin Hwang Asset Management Berhad) dengan ini memberi notis selaras dengan Seksyen 7 Akta Perlindungan Data Peribadi 2010 seperti berikut:

Maklumat boleh dikumpul pada bila-bila masa dan dari masa ke semasa oleh AHAM Capital yang mempunyai kaitan secara langsung atau tidak langsung dengan anda dan / atau transaksi-transaksi anda. Maklumat tersebut akan diproses oleh AHAM Capital atau untuk pihak AHAM Capital oleh pihak penyampai khidmat pihak ketiga bagi maksud Perkhidmatan kepada anda selain untuk pentadbiran, analisis statistik, taksiran dan analisis, pemasaran, khidmat pelanggan, profil pelanggan, memperbaiki khidmat AHAM Capital kepada anda, mengekalkan dan mengemaskini rekod-rekod anda. Maklumat juga boleh diproses bagi maksud mematuhi undang-undang terpakai termasuk undang-undang dan peraturan anti perubahan wang haram.

Maklumat yang boleh diperolehi adalah termasuk, tetapi tidak terhad kepada, maklumat yang diberikan oleh anda, atau seseorang yang bertindak bagi pihak anda, butir-butir pesanan dan dagangan yang dilakukan dan didagangkan oleh anda, transaksi-transaksi lain yang dilakukan oleh anda melalui atau yang berkaitan dengan tapak dagangan, dan maklumat lain yang melibatkan anda yang mungkin diterima oleh AHAM Capital dari penggunaan anda terhadap tapak dagangan, mana-mana laman sesawang yang berkaitan, tetapi tidak termasuk butir-butir keselamatan, maklumat yang dikumpul melalui penggunaan pusat perhubungan pelanggan pihak AHAM Capital, maklumat yang diperolehi yang mempunyai kaitan dengan anda yang boleh diterima dari mana-mana pihak ketiga yang memberikan khidmat kepada AHAM Capital (secara kolektif dirujuk sebagai "Maklumat").

Bagi tujuan-tujuan di atas, AHAM Capital boleh mendedahkan Maklumat kepada:-

- Pengarah-pengarah, pegawai-pegawai dan wakil-wakil penjual kami untuk tujuan yang berhubungan dengan permohonan dan penggunaan perkhidmatan-perkhidmatan / produk-produk kami oleh anda;
- Syarikat-syarikat berkaitan, bersekutu atau bergabung dengan kami;
- Badan-badan kawal selia seperti Bank Negara Malaysia, Suruhanjaya Sekuriti Malaysia, Bursa Malaysia Securities Berhad, gedung penjelasan dan badan-badan kawal selia yang lain yang mempunyai pengawasan ke atas kami dan aktiviti-aktiviti kami;
- Mana-mana pembekal perkhidmatan pihak ketiga, ejen atau kontraktor yang telah dilantik oleh kami untuk memberikan perkhidmatan kepada kami sama ada di dalam atau di luar Malaysia tertakluk kepada kawalan keselamatan yang mencukupi ke atas maklumat itu;
- Juruaudit, peguam, perunding dan penasihat lain kami;
- Pihak-pihak yang diberi kuasa oleh anda; dan
- Mana-mana pihak lain yang kepadanya penzahiran itu dikehendaki oleh undang-undang atau keperluan kawal selia atau menurut suatu perintah Mahkamah.

Bagi membolehkan pihak AHAM Capital membuat keputusan untuk memproses aplikasi akaun anda, pihak AHAM Capital boleh menjalankan carian-carian yang berkaitan dengan anda.

Anda adalah berhak untuk meminta sesalinan maklumat peribadi anda yang dipanggil oleh AHAM Capital yang berkaitan secara langsung atau secara tidak langsung kepada anda atau transaksi anda (yang mana AHAM Capital boleh mengenakan sedikit fi) dan untuk membetulkan sebarang maklumat yang tidak tepat tersebut.

Anda adalah dikehendaki untuk memberikan maklumat seperti yang diminta dalam permohonan ini untuk diproses oleh atau bagi pihak AHAM Capital seperti dinyatakan di atas. Jika anda tidak bersetuju untuk memberikan Maklumat kepada AHAM Capital selaras dengan notis ini, AHAM Capital tidak dapat memberikan perkhidmatan kepada anda. Jika anda mempunyai apa-apa pertanyaan atau aduan-aduan, anda boleh menghubungi AHAM Capital melalui telefon di 03-2116 6000 atau melalui emel di [customer@aham.com.my](mailto:customer@aham.com.my).

Bagi memastikan kami mengikut arahan-arahan anda dengan betul dan bagi memperbaiki khidmat kami kepada anda melalui latihan kakitangan kami, AHAM Capital akan memantau atau merekod semua komunikasi.

Jika anda adalah sebuah syarikat yang membekalkan data peribadi pengarah, pemegang saham dan / atau pegawai anda kepada kami, sila pastikan anda telah mendapat persetujuan mereka dan membawa Notis Privasi ini kepada perhatian pengarah, pemegang saham dan / atau pegawai anda yang data peribadinya dibekalkan / telah dibekalkan kepada kami.

1. I / We hereby consent, permit, and authorise AHAM Capital, and its employees, agents, authorised officers:
  - a) To have access to and / or to obtain and / or to extract any information and or documents whatsoever and however described relating to me / us ("Customer Information") from any source whatsoever;
  - b) To carry out the necessary checks for compliance with anti-money laundering laws, at AHAM Capital's sole discretion without further reference to me / us; and
  - c) To maintain and update records my investments with AHAM Capital and disclosing all or any of information on my / our investments to person(s) authorised by me / us in writing.
2. I / We hereby irrevocably consent, permit, authorise AHAM Capital to provide information about me / us and / or my / our account, including but not limited to the type of investments, transactions and balance to:
  - i) The subsidiaries, holding companies, related corporations, and associates (the term "related corporations" is as defined in the Companies Act 2016 or the equivalent legislation in a foreign jurisdiction) of the Company in and outside of Malaysia (collectively the "Interested Parties" and each an "Interested Party") whether present or future notwithstanding that an Interested Party's principal place of business may be outside of Malaysia;
  - ii) AHAM Capital's officers and employees (for accounting and other purposes, including marketing further services to me);
  - iii) Bank Negara Malaysia, Securities Commission, Bursa Malaysia Securities Berhad, clearing house and other regulatory bodies, as and when required.
3. I / We hereby acknowledge and agree that such information may be processed by AHAM Capital or on its behalf by third party service providers.
4. I / We hereby agree that neither AHAM Capital nor its employees or authorised officers or agents will be responsible for the accuracy, correctness, completeness, timeliness, or sequence of my / our account balance, nor are they liable for any delays in delivering my account balance or any part thereof to me / us.

I / We have read and clearly understood the terms and notices in relation to the protection of personal data above and in the Privacy Notice of AHAM Capital, and hereby inscribe my / our signature as an attestation of my / our agreement and acknowledgement of the terms therein.

Signature of First Applicant  
Name:  
Date:

Signature of Joint Applicant  
Name:  
Date:



**FOREIGN ACCOUNT TAX COMPLIANCE ACT ("FATCA") AND COMMON REPORTING STANDARD ("CRS") SELF-CERTIFICATION FORM**

**Instruction (Please read before completing the form)**

**FATCA**

FATCA is being implemented through a combination of U.S. Treasury Regulations and government-to-government agreements (also known as Intergovernmental Agreements or "IGAs") which requires Financial Institutions outside the U.S. to provide information regarding their customers who are U.S. Persons to the U.S. Internal Revenue Service ("U.S. IRS").

AHAM Asset Management Berhad ("AHAM Capital") (formerly known as Affin Hwang Asset Management Berhad) 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, AHAM Capital 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.

**CRS**

Under the Organisation for Economic Co-operation and Development ("OECD") CRS, governments agree to exchange information automatically with one another on tax residents maintaining financial accounts in each other's jurisdictions. Income Tax (Automatic Exchange of Financial Account Information) Rules 2016 ("CRS Rules") issued by the Ministry of Finance Malaysia on 19 December 2016 which came into operation on 1 January 2017 requires every Reporting Financial Institution to identify Reportable Account maintained by the Reporting Financial Institution by applying the due diligence procedures as specified in the OECD CRS.

AHAM Capital and its related companies and affiliates are required to comply with the CRS Rules ("CRS Reporting Requirement"). In view of this, AHAM Capital 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 residence, and jurisdictions 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/>

As a Financial Institution, we are not allowed to give tax advice. Please consult your tax adviser if you require assistance in determining your tax residence(s).

Please complete this form if you are a **sole proprietor or an individual**. For joint account, each individual is required to complete a copy of this form.

It is important for you to provide us with complete and accurate information in this form. If your circumstances change and any of the information provided in this form becomes incorrect please let us know immediately and provide an updated Self-Certification form.

**IMPORTANT:**  
PLEASE COMPLETE IN **CAPITAL LETTERS** AND **BLACK INK** ONLY, AND TICK  WHERE APPLICABLE. ANY ALTERATIONS MADE MUST BE COUNTERSIGNED.

**DETAILS OF FIRST APPLICANT**

**Name (as per NRIC / Passport / Others)**

  


**NRIC No.**  -  **Passport No. / Other**

**Country of Birth**

**Town / City of Birth**

**FATCA INFORMATION**

Please tick  one of the following:

- I am a U.S. Person
- I am a non-U.S. Person (I am not a U.S. citizen nor a U.S. resident for the purposes of U.S. federal income tax and I am not acting for, or on behalf of, a U.S. tax person; I was not born in the U.S.; I do not have a U.S. passport; I do not have a current U.S. resident or mailing address or a U.S. contact number; or a "care-of" mailing address in my account opening form).
- I am a non-U.S. Person but one or more of the below is / are applicable to me:
  - I was born in the U.S.;
  - I have a U.S. passport;
  - I have a current U.S. resident or mailing address or a U.S. contact number, or, I did not provide you with any permanent mailing address;
  - I have requested you for the processing of:
    - (a) any standing instruction for payments to be made to any accounts maintained in the U.S.,
    - (b) any power of attorney to be granted to any individual with a U.S. mailing address and / or,
  - I have provided you with an "in care of" or a "care-of" mailing address in my account opening form.

If you are a citizen or resident of the U.S. for tax purposes under U.S. IRS regulations, please submit a completed, signed, and dated **IRS Form W-9**.

## TAX RESIDENCY

Please tick  one of the following:

- I. I am a tax resident of Malaysia and I have **no** other tax residency(ies) with other country(ies).
- II. I am a tax resident of Malaysia and I have other tax residency(ies) with other country(ies).
- III. I am not a tax resident of Malaysia.

If you have selected **II and III above**, please complete the following table:-

For the purposes of taxation, I am a tax resident in the following countries and my Tax Identification Number ("TIN") or an equivalent in each country is set out below or I have indicated that a TIN or its equivalent is unavailable:

Country of tax residence	TIN	If no TIN is available, please tick <input checked="" type="checkbox"/> one the appropriate reason	If Reason B is selected, explain why TIN is not available
		<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	
		<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	
		<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	

Reason for TIN unavailability:

Reason A - The country / jurisdiction where the Applicant is resident does not issue TINs to its residents.

Reason B - The Applicant is otherwise unable to obtain a TIN or equivalent number. *(Please explain why you are unable to obtain a TIN if you have selected this reason)*

Reason C - No TIN required. *(Only select this reason if the domestic law of the relevant jurisdiction does not require collection of the TIN issued by such jurisdiction)*

If the Applicant is tax resident in more than three countries / jurisdictions, please use a separate sheet.

In the case where the Applicant is a tax resident of another country other than Malaysia, please provide one of the following documents:

- (i) Copy of Passport; government issued identification  
 (ii) Proof of residential address

## DECLARATION AND SIGNATURE OF FIRST APPLICANT

Under the penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete.

I acknowledge that AHAM Capital may be obliged to comply with or choose to have regard to, observe or fulfil the laws, regulations, orders, guidelines, codes, market standards, good practices, requests, requirements, or expectations of or agreements with public, judicial, taxation, governmental, and other regulatory authorities or self-regulatory bodies in various countries / jurisdictions which include FATCA and CRS, to disclose the information to the tax authorities of the country / jurisdiction in which the account(s) is / are maintained and exchanged with tax authorities of another country / jurisdiction or countries / jurisdictions in which the person may be tax resident pursuant to intergovernmental agreements to exchange financial account information.

I certify that I am the beneficial owner (or am authorised to sign for the individual that is the beneficial owner) of all the income to which this form relates or am using this form to document myself as an individual who is the owner of an account held with AHAM Capital.

I hereby irrevocably and unconditionally warrant and represent to AHAM Capital that, AHAM Capital shall have the right to provide personal data and information provided to AHAM Capital by me and / or acquired by AHAM Capital from the public domain, as well as personal data that arises as a result of the provision of services to me, to any governmental authorities, regulatory bodies, and / or any other relevant person(s) in respect of the FATCA and CRS Reporting Requirements.

I hereby acknowledge and agree that such disclosures may involve the transfer of personal data outside of Malaysia and that such disclosures may include but is not limited to any information relating to, arising from, and / or in connection with the provision of the services which I have requested, and my investments with AHAM Capital.

I undertake to advise AHAM Capital within 30 days of any change in circumstances that causes the information contained herein to become incorrect or incomplete and to provide AHAM Capital with a suitably updated Self-Certification form within 30 days of such change in circumstances.

Signature of First Applicant

Name:

Date:

**IMPORTANT:**

PLEASE COMPLETE IN CAPITAL LETTERS AND BLACK INK ONLY, AND TICK  WHERE APPLICABLE. ANY ALTERATIONS MADE MUST BE COUNTERSIGNED.

**DETAILS OF JOINT APPLICANT**

Name (as per NRIC / Passport / Others)

\_\_\_\_\_  
\_\_\_\_\_

NRIC No.        -

Passport No. / Other

Country of Birth

Town / City of Birth

**FATCA INFORMATION**

Please tick  one of the following:

- I am a U.S. Person
- I am a non-U.S. Person (I am not a U.S. citizen nor a U.S. resident for the purposes of U.S. federal income tax and I am not acting for, or on behalf of, a U.S. tax person; I was not born in the U.S.; I do not have a U.S. passport; I do not have a current U.S. resident or mailing address or a U.S. contact number; or a "care-of" mailing address in my account opening form).
- I am a non-U.S. Person but one or more of the below is / are applicable to me:
  - I was born in the U.S.;
  - I have a U.S. passport;
  - I have a current U.S. resident or mailing address or a U.S. contact number, or, I did not provide you with any permanent mailing address;
  - I have requested you for the processing of:
    - (a) any standing instruction for payments to be made to any accounts maintained in the U.S.,
    - (b) any power of attorney to be granted to any individual with a U.S. mailing address and / or,
  - I have provided you with an "in care of" or a "care-of" mailing address in my account opening form.

If you are a citizen or resident of the U.S. for tax purposes under U.S. IRS regulations, please submit a completed, signed, and dated **IRS Form W-9**.

**TAX RESIDENCY**

Please tick  one of the following:

- I. I am a tax resident of Malaysia and I have **no** other tax residency(ies) with other country(ies).
- II. I am a tax resident of Malaysia and I have other tax residency(ies) with other country(ies).
- III. I am not a tax resident of Malaysia.

If you have selected **II and III above**, please complete the following table:-

For the purposes of taxation, I am a tax resident in the following countries and my Tax Identification Number ("TIN") or an equivalent in each country is set out below or I have indicated that a TIN or its equivalent is unavailable:

Country of tax residence	TIN	If no TIN is available, please tick <input checked="" type="checkbox"/> one the appropriate reason	If Reason B is selected, explain why TIN is not available
		<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	
		<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	
		<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	

Reason for TIN unavailability:

Reason A - The country / jurisdiction where the Applicant is resident does not issue TINs to its residents.

Reason B - The Applicant is otherwise unable to obtain a TIN or equivalent number. (Please explain why you are unable to obtain a TIN if you have selected this reason)

Reason C - No TIN required. (Only select this reason if the domestic law of the relevant jurisdiction does not require collection of the TIN issued by such jurisdiction)

If the Applicant is tax resident in more than three countries / jurisdictions, please use a separate sheet.

In the case where the Applicant is a tax resident of another country other than Malaysia, please provide one of the following documents:

- (i) Copy of Passport; government issued identification
- (ii) Proof of residential address

## DECLARATION AND SIGNATURE OF JOINT APPLICANT

Under the penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete.

I acknowledge that AHAM Capital may be obliged to comply with or choose to have regard to, observe or fulfil the laws, regulations, orders, guidelines, codes, market standards, good practices, requests, requirements, or expectations of or agreements with public, judicial, taxation, governmental, and other regulatory authorities or self-regulatory bodies in various countries / jurisdictions which include FATCA and CRS, to disclose the information to the tax authorities of the country / jurisdiction in which the account(s) is / are maintained and exchanged with tax authorities of another country / jurisdiction or countries / jurisdictions in which the person may be tax resident pursuant to intergovernmental agreements to exchange financial account information.

I certify that I am the beneficial owner (or am authorised to sign for the individual that is the beneficial owner) of all the income to which this form relates or am using this form to document myself as an individual who is the owner of an account held with AHAM Capital.

I hereby irrevocably and unconditionally warrant and represent to AHAM Capital that, AHAM Capital shall have the right to provide personal data and information provided to AHAM Capital by me and / or acquired by AHAM Capital from the public domain, as well as personal data that arises as a result of the provision of services to me, to any governmental authorities, regulatory bodies, and / or any other relevant person(s) in respect of the FATCA and CRS Reporting Requirements.

I hereby acknowledge and agree that such disclosures may involve the transfer of personal data outside of Malaysia and that such disclosures may include but is not limited to any information relating to, arising from, and / or in connection with the provision of the services which I have requested, and my investments with AHAM Capital.

I undertake to advise AHAM Capital within 30 days of any change in circumstances that causes the information contained herein to become incorrect or incomplete and to provide AHAM Capital with a suitably updated Self-Certification form within 30 days of such change in circumstances.

Signature of Joint Applicant

Name:

Date:

## DEFINITIONS

### ACCOUNT HOLDER

"Account Holder" means the person listed or identified as the holder of a Financial Account by the Financial Institution that maintains the account. A person, other than a Financial Institution, holding a Financial Account for the benefit or account of another person as agent, custodian, nominee, signatory, investment advisor, or intermediary, is not treated as holding the account for purposes of the Common Reporting Standard, and such other person is treated as holding the account. For example, in the case of a parent / child relationship where the parent is acting as a legal guardian, the child is regarded as the Account Holder. With respect to a jointly held account, each joint holder is treated as an Account Holder.

### FINANCIAL ACCOUNT

"Financial Account" is an account maintained by a Financial Institution and includes: Depository Accounts; Custodial Account; Equity and debt interest in certain Investment entities; Cash value Insurance Contracts; and Annuity Contracts.

### REPORTABLE ACCOUNT

"Reportable Account" means an account held by one or more Reportable Persons or by a Passive Non-Financial Entity with one or more controlling Persons that is a Reportable Person.

### REPORTABLE PERSON

"Reportable Person" means a Reportable Jurisdiction Person other than: (i) a corporation the stock of which is regularly traded on one or more established securities markets; (ii) any corporation that is a Related Entity of a corporation described in clause (i); (iii) a Governmental Entity; (iv) an International Organisation; (v) a Central Bank; or (vi) a Financial Institution.

### REPORTABLE JURISDICTION

"Reportable Jurisdiction" means a jurisdiction (i) with which an agreement is in place pursuant to which there is an obligation in place to provide the information specified in Section I of the CRS, and (ii) which is identified in a published list.

### REPORTABLE JURISDICTION PERSON

"Reportable Jurisdiction Person" means an individual or Entity that is resident in a Reportable Jurisdiction under the tax laws of such jurisdiction, or an estate of a decedent that was a resident of a Reportable Jurisdiction. For this purpose, an Entity such as a partnership, limited liability partnership, or similar legal arrangement that has no residence for tax purposes shall be treated as resident in the jurisdiction in which its place of effective management is situated.

### TIN (including "functional equivalent")

The term "TIN" means Taxpayer Identification Number or a functional equivalent in the absence of a TIN. A TIN is a unique combination of letters or numbers assigned by a jurisdiction to an individual or an Entity and used to identify the individual Entity for the purposes of administering the tax laws of such jurisdiction. Further details of acceptable TINs can be found at the OECD automatic exchange of information portal. Some jurisdictions do not issue a TIN. However, these jurisdictions often utilise some other high integrity number with an equivalent level of identification (a "functional equivalent"). Examples of that type of number include, for individuals, a social security / insurance number, citizen / personal identification / service code / number, and resident registration number.

### OECD

OECD is the "Organisation for Economic Co-operation and Development".

Note: The above definitions are obtained from the CRS for Automatic Exchange of Financial Account Information and / or the FATCA which may be subject to change from time to time. AHAM Capital and its affiliates do not assume responsibility to update the above definitions.

I / We hereby confirm that my Unit Trust Scheme Consultant ("UTC") / Private Retirement Scheme Consultant ("PRC") named \_\_\_\_\_:-

No.	Checklist
1.	Has presented his / her digital authorisation status with the Federation of Investment Managers Malaysia (FIMM), and / or has guided me / us to conduct a self-check of his / her status on the FIMM website.
2.	Has given me / us a copy of the Collective Investment Scheme(s) Offering Document (i.e. Prospectus for unit trust funds, Disclosure Document for Private Retirement Schemes, Information Memorandum for Wholesale Funds, as well as any other supplemental and / or replacement thereto (if any).
3.	Has advised me / us to read and fully understand the contents of the Offering Document.
4.	Has presented / provided / explained and / or informed me / us:- (i) On the terms and conditions for account opening; (ii) On the risks involved / associated with investments and its general characteristics (investment objective & strategy); (iii) On the cost of investing that is payable by me / us (i.e. the fees and charges involved when investing in the products); and (iv) On my / our cooling-off right as a first-time investor in Collective Investment Scheme(s); (Cooling-off right is not applicable to Non-Discretionary Portfolio (NDPM) / Discretionary Portfolio (DPM)).
5.	Has conducted a Suitability Assessment Test ("SAT") to determine my / our risk profile prior to recommending me / us a suitable Collective Investment Scheme(s).  I / We have also indicated my / our agreement or disagreement to the recommendation in the SAT form.
6.	Has informed me that: - (i) I / We shall only make payment by cheque or via online transfer directly to AHAM Asset Management Berhad ("AHAM Capital") (formerly known as Affin Hwang Asset Management Berhad); (ii) I / We shall not at any time transfer money to him / her as an intermediary nor agree that any proceeds be credited to an account other than my /our own; and (iii) NO physical cash should be given to him / her.
7.	DID NOT request for me / us to pre-sign any forms.

**Confirmed by:**
**Confirmed by:**

 \_\_\_\_\_  
 Signature of First Applicant

Name:

NRIC No. / Passport No. / Other:

Date:

 \_\_\_\_\_  
 Signature of Joint Applicant

Name:

NRIC No. / Passport No. / Other:

Date:

**COMPULSORY FOR DISTRIBUTOR (AUTHORISED UTC / PRC)**

Name of \*UTC / PRC: \_\_\_\_\_

\*UTC / PRC Contact No.: \_\_\_\_\_

\*UTC / PRC Code: \_\_\_\_\_

\*Delete where not applicable.

Signature

Date:





## ACCOUNT OPENING

## TERMS AND CONDITIONS

### 1. Acceptance

- 1.1 By completing the account opening form ("Form"), electronically accepting or acknowledging the terms and conditions herein contained ("Terms"), using AHAM Asset Management Berhad's (hereinafter referred to as "we", "our", "us", or "AHAM Capital") (formerly known as Affin Hwang Asset Management Berhad) services or signing up for an account with us, you hereby acknowledge and agree that you have:
- read and understood the contents contained in the prospectus / information memorandum / disclosure document including any supplemental thereto;
  - entered into a legally binding relationship with us; and
  - further accept to be bound by the Terms, contents of the prospectus / information memorandum / disclosure document, and deed of the relevant fund that you are investing into, including any supplemental made thereto.
- 1.2 The relationship between you and AHAM Capital is governed by these Terms and these Terms shall apply to and govern your account(s) with us and all transactions and services. For the avoidance of doubt, we are not obliged to open any account for you or provide you with any service.

### 2. Types of Account

- 2.1 First Applicant
- 2.1.1 An individual applying to be the First Applicant shall have attained the age of majority at the time application is made pursuant to the Terms.
- 2.2 Joint Applicant
- 2.2.1 Only one (1) person shall be registered as First Applicant, while the other as Joint Applicant. Where applicable, authority to operate the account may be indicated as "Power to sign" in the Form. If no indication is given, then by default, the First Applicant shall sign.
- 2.2.2 This clause 2.2 shall not apply to Private Retirement Scheme accounts.
- 2.3 Designated Account Applicant
- 2.3.1 A minor being a Joint Applicant shall be registered as a designated account applicant.
- 2.3.2 A minor upon attaining the age of majority, may be registered by us as joint account holder subject to written authorisation from the First Applicant. Additional documentation may be required at our discretion.
- 2.3.3 This clause 2.3 shall not apply to Private Retirement Scheme accounts, Discretionary Portfolio Mandate accounts, and Non-Discretionary Portfolio Mandate accounts.

### 3. Required Documents

- 3.1 Before we can open any account for you, provide you with our services, or enter into any transaction for your account, you must submit to us all the documents, evidence, and information as we may require to carry out such "Know Your Client" procedures. You undertake to inform us promptly of any change in the information provided.
- 3.2 You also agree to provide any information and documents requested by us in relation to any account, transaction, and services, for the purposes of providing the services to you and for complying with any law and regulations applicable to us, or pursuant to any order, direction, or request by any applicable court, government, or regulatory authority.
- 3.3 We may request for further documents and you shall furnish the same within a reasonable time or the prescribed time after receiving such request from us, failing which you agree that the account may not be opened or may cause delay or failure in our provision of services to you.

### 4. Forms

- 4.1 We reserve our sole and absolute discretion not to process any forms submitted by you and we shall not be obliged to provide any reason whatsoever in connection thereto.

### 5. Investment into Unit Trusts ("Units") distributed by AHAM Capital as an Institutional Unit Trust Adviser ("IUTA") and Appointment of Nominee to hold Units

- 5.1 As an IUTA and for ease of operations, we require the services of a nominee ("Nominee") to effect your transactions and also to keep in custody Units (except Units that are subscribed through the EPF Members Investment Scheme ("EPF-MIS")) for and on your behalf.
- 5.2 Where you invest in a unit trust fund distributed by us as an IUTA, you hereby agree to appoint us to hold and act for and on your behalf in relation to those Units (except Units that are subscribed under EPF-MIS) subject to the Terms. All transactions with respect to the Units will be effected by the Nominee on your behalf with the relevant representative, agent, adviser or management company of the Units in accordance with the restrictions or limitations set by the respective Unit Trust Management Company ("UTMC"), the relevant prospectus and deed of the respective funds and the laws, rules, regulations, guidelines and practices of the unit trusts industry.
- 5.3 You agree that where you invest in a unit trust fund distributed by us as an IUTA:-
- the Units (except Units that are subscribed under EPF-MIS) shall be held by the Nominee as the registered holder for and on your behalf;
  - the Nominee shall not recognise any trust or equity in respect of the Units or any part thereof; and
  - the Nominee shall be a bare custodian and not a trustee in all matters relating to this arrangement and/or the Units.
- 5.4 The Nominee shall have no duty nor 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 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 affirmative action in connection with your written instructions, and upon such conditions, indemnity and provision for expenses as the Nominee may require.
- 5.5 Units subscribed under EPF-MIS  
If you have subscribed to any Units under EPF-MIS, you agree that such Units will be transferred from your account with the respective UTMC to the Nominee to be held under cash plan upon you attaining the retirement age of 55 years (or such other retirement age as prescribed by EPF) and any subscription(s) thereafter through EPF-MIS shall be registered with the Nominee who will hold those Units on your behalf under cash plan.

You hereby agree to give the following instruction to the UTMC to effect the transfer of Units as stated above:

To: UTMC  
I, hereby instruct you to transfer all my unit trust fund investments under EPF-MIS subscribed via AHAM Capital from my name to such nominee as advised by AHAM Capital (the "Nominee") upon me attaining the age of fifty-five (55) years. The Nominee shall then hold as registered unit holder on my behalf.

This instruction shall be valid and binding for all Units that I have subscribed under EPF-MIS via AHAM Capital as my IUTA.

### 6. Instructions and Applications

- 6.1 Any instructions given or applications submitted by you either verbally, electronically, digitally, in writing, or via electronic mail, or such other permitted means of communication as notified to us from time to time arising out of and / or in connection with your account held with us, if and when acted upon or effected by us shall be legally binding on you. We shall have no obligation to verify the authenticity of the instructions and / or the identity of the person purporting to give the aforesaid instructions.
- 6.2 You hereby expressly consent to the recording of telephone conversation exchange for whatever purpose under the Form, account, and / or instructions made by you to us and you further agree that such recordings shall constitute conclusive evidence.
- 6.3 No instructions from you shall be deemed to be received by us until such time we confirm acceptance of the same either by way of a short message service (SMS) or a notification through the mobile application or e-mail. You acknowledge the risk associated with each means of communication and agree that we shall not be liable for any losses and / or damages arising from and / or in connection with the instructions, including omitting to act on inconsistent, ambiguous, or incomplete instructions.
- 6.4 Where you invest into a unit trust fund distributed by us as an IUTA and managed by another UTMC, you agree that application made to a UTMC is not deemed as acceptance until such time the UTMC confirms acceptance of the same. You understand that the UTMC has every right to accept or decline any dealings with regards to your application. We shall not be liable for any action, proceeding, claim, cost, expense, loss, or damage of any nature suffered or incurred by you including a loss in investment opportunity which you may suffer as a result of refusal or delay in acceptance by the UTMC.
- 6.5 If you wish to appoint an attorney or any person ("Authorised Person") to give instructions, sign any document or forms, and / or perform any act on your behalf, you must provide us with the power of attorney or such other instrument appointing the Authorised Person to act on your behalf, in the form and substance acceptable to us. You are bound by and shall remain liable for all acts, instructions and transactions of the Authorised Person, and is responsible to ensure that the Authorised Person acts within the power or authority. You agree that we shall not be liable should you suffer any losses pursuant to us acting on instructions of the Authorised Person.
- 6.6 Notwithstanding anything contained herein, we shall be at the liberty to disregard or refuse to process any of the instructions given or applications submitted by you if the processing of such instructions or applications would be in contravention of any laws or regulatory requirements whether or not having the force of law and / or would expose us to any liability.
- 6.7 Any instruction or application submitted through the mobile application will be deemed irrevocable. We reserve the right to accept or reject any instruction or application made by you in whole or in part without assigning any reason in respect thereof and without providing any compensation to you.

### 7. Statement

#### 7.1 Physical Statement

You acknowledge and agree that we may send statements including but not limited to your tax voucher, statement of account, transaction slip, switching advice, payment and redemption advice, confirmation advice, and such other documents (collectively known as "Statements") to your last known address contained in our record. It is your responsibility to notify us in writing of any (i) non-receipt of Statements; or (ii) within 14 days from the date appearing in the switching advice, payment, and redemption advice and confirmation advice of any discrepancy contained therein; or (iii) within 30 days from the date appearing in the statement of account of any discrepancy contained therein; or (iv) save for (ii) and (iii), within 14 days from the date appearing in such Statements. You understand and accept the risk associated with your own request to have the Statements sent via postal service and / or such other agreed means of communication as notified by us from time to time.

7.2 E-Statement

You acknowledge and agree that we may transmit the Statements (as defined above) via email to your last known email address contained in our record. You shall promptly notify us in writing any (i) non-receipt of the Statements or (ii) within 14 days from the date appearing in the switching advice, payment and redemption advice, and confirmation advice of any discrepancy contained therein; or (iii) within 30 days from the date appearing in the statement of account of any discrepancy contained therein; or (iv) save for (ii) and (iii), within 14 days from the date appearing in such Statements. You understand and accept the risk associated with the your request to have the Statements sent via the internet.

**8. Monies**

8.1 All monies due and payable by you to us shall be made with clear funds, any cheques issued by you must be honoured when presented and shall be from your own bank account. We do not accept funds from third parties for your investments and may refund such sum that has been transferred to us to the payer and henceforth the application for investment may fail.

8.2 If any application made by you is rejected for whatever reason, whether in part or whole, any monies paid or remaining balance thereof will be returned (without interest or return) within 30 days from the date of such application and any costs or expenses incurred thereof shall be borne solely by you.

8.3 In the absence of any instructions to the contrary or as allowed under the deed of the relevant fund, you hereby authorise us to automatically re-invest any distributions of dividends.

8.4 Unless notified otherwise, any monies payable by us to you will be made via telegraphic transfer to your bank account, the details of which have been provided during account opening stage or as advised by you from time to time and denominated in Ringgit Malaysia. Any monies payable by us out of a fund which base currency is a currency other than Ringgit Malaysia ("foreign currency") will be made via telegraphic transfer to your bank account and denominated in the foreign currency. We shall not be liable for any losses suffered by you in relation and arising out of any fluctuations in currency exchange rates.

8.5 We are entitled to and you hereby agree to us withholding any monies held or received by us and apply the same for the satisfaction of any liabilities, taxes, and charges by whatsoever name called imposed by the relevant authorities and / or under the applicable laws.

8.6 Without prejudice to the generality of the foregoing, all our employees, and sales consultants are prohibited from receiving from any parties monies for investment (whether by way of cash or cheque or any other instrument) made out in favour of the employees and / or sales consultants, for their onwards transmission to us. In the event you do hand over such physical cash, or cheque or any other instrument made to the favour of the employee and / or sales consultant, such employee and / or sales consultant shall for the purposes of such transmission of monies to us be your agent and not ours and we shall not be liable for any loss whatsoever occasioned to you or any other person as a result of you handing over such monies to them. We are under no obligation to accept payments for investments via our employees and / or consultants, or any third party and may in our sole discretion reject such payments.

**9. Representation and Warranties**

9.1 In reliance of your representation and warranties stipulated hereunder, we agree to enter into a legally binding relationship with you and in continuance thereafter for the provision of services contemplated in the Form, relevant prospectus / information memorandum / disclosure document and deed including any supplemental thereto. You hereby represent and warrant the following to us:-

9.1.1 the contents of the relevant prospectus / information memorandum / disclosure document and deed including any supplemental thereto constitute your complete and entire understanding with respect to the relevant fund, you have not relied upon any other representation (whether oral or in writing) or information other than those contained in the relevant prospectus / information memorandum and deed including any supplemental thereto;

9.1.2 the source of the funds of your investments are not derived from any illegal and unlawful activities;

9.1.3 any transaction contemplated hereof will not contravene any anti-money laundering and anti-terrorism financing provisions, and any other legislation applicable to us;

9.1.4 any document, instruction, and / or information provided by you are true, accurate and correct, and shall remain so during the entire relationship with us. If any of those documents, instructions, and / or information become untrue, inaccurate or incorrect, you will immediately notify us at the soonest instance;

9.1.5 you acknowledge that you are aware of the fees and charges that you will incur directly or indirectly when investing in the relevant fund and such fees and charges are exclusive of any taxes (if applicable);

9.1.6 that you have read and understood the contents contained in clause 11 (Unit Trust Loan Financing Risk Disclosure Statement) herein;

9.1.7 unless declared otherwise, you are not a U.S. Person as defined in the United States Securities Act of 1933, as amended from time to time;

9.1.8 you have the legal capacity and power to submit this application, open an account and invest with us;

9.1.9 you are not a bankrupt nor are subject to any material proceedings which would impair your ability to perform your obligations envisaged herein, and will inform us should this information change;

9.1.10 you have obtained all consents, licences, approvals or authorisations of, exemptions by or registrations with or declarations by, any governmental or other authority that you require, and these are valid and subsisting and will not be contravened by the execution and performance of your obligations under the Terms; and

9.1.11 you fully understand that a false statement or misrepresentation of tax status could lead to penalties under the law and you hereby undertake to notify us within 30 days if there is a change in any information provided to us.

9.2 Notwithstanding the generality of the foregoing clause 9.1, you shall be deemed to represent and warrant to us at all material times that the representation and warranties contained above are true, accurate and correct in all respects and manner as if it were made on such date and repeated by virtue of each and every subsequent transaction entered into by you with us. You shall as soon as possible notify us in writing should the representation and warranties herein stipulated are / becomes untrue, inaccurate and / or incorrect.

**10. Personal Data**

10.1 The collecting and use of your Personal Data will be in accordance with such laws (including the Personal Data Protection Act 2010), our latest Privacy Notice which is available on request, displayed at our offices, and on our corporate website, and / or the privacy terms in any agreement(s) that you may have or will enter into with us. You are aware and agree that our Privacy Notice may be revised from time to time, and you agree to accept such changes by your continued usage of the mobile application, electronic portal, or any products and services we offer.

10.2 It is your responsibility to notify us in writing should there be any changes to the Personal Data. We shall not be responsible in the event you fail to receive any Statements, or notifications due to your failure to notify us of any changes to your Personal Data.

10.3 Subject always to our relevant policy(ies), the applicable laws and regulations, we will permanently delete the Personal Data subsequent to the closing of your account with us.

10.4 You hereby agree that in the event that you require us to stop processing the Personal Data, we shall have the right to terminate our relationship, close your account(s), and / or discontinue the provision of any service that is linked with such Personal Data.

10.5 You hereby agree to indemnify and hold harmless us, our directors, and employees from any suspected or actual loss, claim, or damages of whatsoever nature which may arise out of or in relation to the processing and disclosure of your Personal Data pursuant to the terms in our Privacy Notice. If you have any enquiries or complaints, you may contact us by phone at 03-2116 6000 or via email at customercare@aham.com.my.

10.6 You hereby authorise us to disclose any and all information pertaining to you and / or your account with us as may be required or imposed upon us from time to time pursuant to the Foreign Account Tax Compliance Act of the United States of America ("FATCA"), or such other rules, and regulations as may be imposed upon us.

10.7 Data Storage Duration (For Mobile Application only)

When you provide your Personal Data through the Mobile Application as an account opening application, your Personal Data will be retained within our database for the duration of your relationship with us, and subject to the duration as stipulated within the Personal Data Protection Act 2010. Should you have completed your account opening application but have not completed the process in entirety for whatsoever reason, your Personal Data will be retained within our database for a duration of six (6) months. The duration will provide you with a timeframe to complete your account opening process. After which, all information that you had earlier provided will be deleted, and no longer maintained in our database, thus requiring you to restart the process should you wish to do so.

**11. Unit Trust Loan Financing Risk Disclosure Statement**

11.1 Investing in a Unit Trust Fund with borrowed money is riskier than investing with your own savings.

11.2 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 risk, which would include the following:

- i. The higher the margin of financing (that is, the amount of money you borrow for every ringgit of your own money which you put in as deposit of down payment), the greater the loss or gain on your investment.
- ii. 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.
- iii. If unit price falls 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 time prescribed, your units may be sold towards the settlement of your loan.
- iv. 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.

11.3 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 a loan. If you are in doubt about any aspect of this risk disclosure statement or the terms of the loan financing, you should consult the institution offering the loan.

**12. Relationship**

For investments in Shariah funds, the account is based on the contract of agency under the Shariah principle of Wakalah. We will act in our capacity as an agent ("Wakil") for, and on your behalf ("Muwakkil") pursuant to our appointment under the Terms.

**13. Sophisticated Investor**

Please take note that only a "Sophisticated Investor" may invest in a Wholesale Fund. To obtain the latest definition of "Sophisticated Investor", kindly refer to the Guidelines on Unlisted Capital Market Products under the Lodge and Launch Framework issued by Securities Commission Malaysia.

**14. Fees, Charges, Expenses, Cost and Commission**

14.1 You shall be responsible for the payment of any charges, fees, costs, expenses, taxes (if any), and other liabilities properly payable or incurred by us and in holding or executing transaction in respect of any of the units.

14.2 We will not be liable to pay any interest to you for any monies we held for you for any reason whatsoever.

14.3 You shall also be responsible for the payment of any commission, transfer fees, registration fees, taxes (if any), and other liabilities, cost and expenses properly payable or incurred by us and / or the Nominee where applicable, under the Terms.

- 14.4 Where applicable and allowed by law, we may receive commission and / or fee from any UTMC or any other source for the subscription order you made, and we shall be entitled to retain such commission for our own benefit and are not obliged to account to you for all or any part of such commission.
- 14.5 We may deduct such charges, fees, costs, expenses or taxes, or any other monies owed by you to us pursuant to any liability of any nature arising in respect of your investments or otherwise and you agree to indemnify us against such payments. For this purpose, we may withdraw and collect uninvested cash in your account and / or sell your investments and collect the proceeds from such sale.
- 15. Transactions**
- 15.1 When you submit an application to redeem units, we will repurchase units from you upon receipt of a valid instruction, at the price (NAV) of the fund as determined in accordance with the terms of the Deed of the relevant fund.
- 15.2 If you have invested in any funds via the EPF Member Investment Scheme, any payment of redemption proceeds shall be made payable to EPF only.
- 15.3 Please take note that payment of redemption proceeds can only be made out in your favour, and any request to pay to a third party is strictly prohibited. We will pay to your bank account as advised by you, subject always to the prior verification of the bank account. We may request for any form of validation for verification prior to making such payments to you, and we will not be held responsible for any delay or loss incurred due to incorrect bank account number provided by you for payment of repurchase proceeds.
- 15.4 In the event your request for redemption results in your holding being less than the minimum balance of units required, we reserve the right to redeem all the units held by you.
- 15.5 You may switch investments from any one fund to another fund managed by the same investment manager (unless otherwise stated by the Deed for the relevant fund). Any distribution instruction earlier given for that fund switched out will apply to the additional units and remain unchanged. If the switching is made to a new fund / investment, the net amount switched must meet the minimum requirement of the new fund's initial investment amount.
- 15.6 In the event any request for switching results in your holding being less than the minimum balance of units required, we reserve the right to fully switch all the units held by you.
- 15.7 Any switching fee as disclosed in the relevant prospectus, information memorandum, disclosure document and any supplemental thereto, shall be charged to and be borne by you.
- 15.8 Cooling-off is only available to you if you are investing into any unit trust fund or private retirement scheme managed by the investment manager for the first time.
- 15.9 A cooling-off request must be made within the prescribed period as stated in the prospectus, information memorandum or disclosure document of the relevant fund.
- 15.10 Cooling-off request is currently not available in the mobile application. You are required to contact our Customer Service to submit your request for cooling-off.
- 16. Rights of AHAM Capital**
- 16.1 We reserve the right to accept or reject any application made by you in whole or in part without assigning any reason in respect thereof and without providing any compensation to you.
- 16.2 Notwithstanding anything contained herein, we shall be at the liberty to disregard or refuse to process any of the instructions given 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 us to any liability.
- 17. Financial Crime Representations and Warranties**
- 17.1 We shall be entitled to take all actions we consider appropriate for us to meet any obligation, or requirement either in Malaysia or elsewhere, in connection with the detection, investigation and prevention of financial crime including fraud, money laundering, terrorism financing, bribery, corruption, or tax evasion or the enforcement of any economic or trade sanction ("Financial Crime").
- 17.2 You understand and agree that if any activities, conduct or circumstances you are involved in (directly or indirectly) may expose us to legal or reputational risk, or actual or potential regulatory or enforcement actions, or if the acceptance of your monies shall constitute a breach of any law, regulations or internal policies on Financial Crime, we shall at any time, without giving any reason, have the right to immediately:-  
(i) close all accounts and terminate all services you have with us; and / or  
(ii) make reports and take such other actions as we may deem appropriate.
- 17.3 You undertake that you will not initiate, engage in or effect a transaction (directly or indirectly) that may involve Financial Crime and agree to hold us harmless, indemnify us and keep us indemnified from and against any and all liabilities, claims, obligations, losses, damages, penalties, actions, judgments, suits, costs (including, but not limited to, legal costs on a full indemnity basis), expenses and disbursements of any kind whatsoever which we may suffer or incur in connection with or arising from any breach by you of this undertaking.
- 18. Indemnity and Liability**
- 18.1 We shall not be liable for any direct, indirect, special or consequential damages which may be suffered and / or to be suffered by you, 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 the Terms.
- 18.2 Save and except for our gross negligence or willful default, you hereby agree to indemnify and keep indemnified us, our directors, officers, shareholders, and employees against any direct and / or indirect cost, actions, claims, expenses, fees, liabilities, penalties, fines, suits, losses, and / or damages suffered and / or incurred by us arising out of and / or in connection with the following (or any of them):-  
i. any instructions, forms, accounts and payments requested by you;  
ii. any inaccuracies in the information and declarations provided by you;  
iii. your use or misuse of the mobile application facility we offer;  
iv. the preservation or enforcement of our rights or exercise of our powers under the Terms; and  
v. a breach of your obligations under the Terms and / or the specific terms and conditions for the mobile application.
- 19. Set-Off**
- Any monies that is due and owing by you to us and / or the Nominee, where applicable, in relation to the Form, electronic setup of your account, and / or relevant fund, we and / or the Nominee, where applicable, shall be entitled to set-off those monies due and owing against any assets, cash, and / or units held with and / or in the possession of us and / or the Nominee.
- 20. Successor Bound**
- The Form or electronic setup of your account (as the case may be) and all other transactions envisaged shall be binding upon heirs, personal representatives, successors-in-title, and permitted assigns of yours subject to our approval.
- 21. Governing Law**
- The Terms shall be governed and construed in accordance with the laws of Malaysia and all parties hereby agree to submit to the exclusive jurisdiction of the courts of Malaysia.
- 22. Amendment**
- We reserve our sole and absolute discretion to, at any time, amend, modify, and / or vary the Terms, including but not limited to terms and conditions which may be imposed pursuant to the requirements of any law and regulations, without prior reference to you. Upon the imposition or amendment being posted by us on our website, mobile application or being notified by e-mail, notice of the same shall be deemed to have been effected at the time when the notice is posted on the website or mobile application or e-mail (as the case may be). By the continued usage of the services we offer, you shall be deemed to have agreed to and accepted the new or amended terms and conditions imposed by us and these provisions shall be binding upon you from the date of notice being effected. The relevant provisions stated herein shall thereafter be deemed to have been amended, modified, supplemented, and / or varied accordingly and shall be read and construed as if such amendments, modifications, supplements, and / or variations had been incorporated in, and had formed part of the Terms at the time of execution hereof.
- 23. Severability**
- If any of the Terms is illegal, void or unenforceable for any reason whatsoever, the said terms and conditions shall be deemed ineffective to the extent of such illegality, voidness or unenforceability without invalidating the remaining portion hereof.
- 24. Termination**
- We reserve our sole and absolute discretion to terminate the services provided hereunder at any time without assigning any reason whatsoever and we shall not be held liable for any of your losses and / or damages suffered and / or incurred as a result thereof. All disclaimers, indemnities, and / or exclusions in the Terms shall survive the termination.



## APPENDIX

### CODE FOR NATURE OF BUSINESS:

Code	NATURE OF BUSINESS
A01	Cash intensive business, i.e. the business receives payments for services and / or goods sold in physical cash (e.g. convenience store, restaurants, car parking service, car workshops, car wash centres, beauty salons, petrol kiosks, laundry service, hawkers etc.)
A02	Casino, betting, slot machines operator, and other gambling related activities
A03	Night club, karaoke, lounge, sauna, and bar
A04	Money service business (e.g. non-bank money changers, non-bank money remittance service providers, non-bank currency wholesalers, etc.)
A05	Dealers (both individual and corporate) in valuable or precious goods (jewels, gems, art, antique, and real estate)
A06	Pawnshop
A07	Arms or weapon related business
A08	Snooker centre
A09	Internet café operator
A10	Forwarding agents, i.e. companies engaged in collection, shipment and delivery of goods, including logistic companies and freight forwarding companies
A11	Unregulated hedge fund
A12	Private banking, i.e. banks providing personalised financial and banking services to high net-worth individual clients
A13	Offshore banking or offshore trust
A14	Charity, i.e. where the organisation is non-profit, and relies on donation, and / or sponsorship
A15	Non-governmental organisation ("NGO")
A16	Company incorporation agents, i.e. companies providing services to setup companies, including company secretaries
A17	More than one of the above
A18	None of the above

### UPDATED CATEGORIES OF SOPHISTICATED INVESTORS AS AT 1 JULY 2021

Category of Investors	Definition
A. Accredited Investor	<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 licensed 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 recognised 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 Malaysia ("SC").</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 officer or a director of any person referred to in paragraphs 3, 4, 5, 6 and 7.P.U. (A) 51.</li> <li>9. A closed-end fund approved by the SC.</li> </ol>
B. High Net-worth Entity	<ol style="list-style-type: none"> <li>10. A company that is registered as a trust company under the Trust Companies Act 1949 and has assets under its management exceeding ten million ringgit or its equivalent in foreign currencies.</li> <li>11. A corporation that:-               <ol style="list-style-type: none"> <li>(a) is a public company under the Companies Act 2016 which is approved by the SC to be a trustee under the Act and has assets under its management, exceeding ten million ringgit or its equivalent in foreign currencies; or</li> <li>(b) is carrying on the regulated activity of fund management solely for the benefit of its related corporations and has assets under its management exceeding ten million ringgit or its equivalent in foreign currencies.</li> </ol> </li> <li>12. A corporation with total net assets exceeding ten million ringgit or its equivalent in foreign currencies based on the last audited accounts.</li> <li>13. A partnership with total net assets exceeding ten million ringgit or its equivalent in foreign currencies.</li> <li>14. A statutory body established under any laws unless otherwise determined by the SC.P.U. (A) 52.</li> <li>15. A pension fund approved by the Director General of Inland Revenue under the Income Tax Act 1967.</li> </ol>
C. High Net-worth Individual	<ol style="list-style-type: none"> <li>16. An individual that:-               <ol style="list-style-type: none"> <li>(a) whose total net personal assets, or total net joint assets with his or her spouse, exceeding three million ringgit or its equivalent in foreign currencies, excluding the value of the individual's primary residence;</li> <li>(b) who has a gross annual income exceeding three hundred thousand ringgit or its equivalent in foreign currencies in the preceding twelve months;</li> <li>(c) who jointly with his or her spouse, has a gross annual income exceeding four hundred thousand ringgit or its equivalent in foreign currencies in the preceding twelve months; or</li> <li>(d) whose total net personal investment portfolio or total net joint investment portfolio with his or her spouse, in any capital market products exceeding one million ringgit or its equivalent in foreign currencies.</li> </ol> </li> </ol>



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