



# Corporate Investor

Built On Trust

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

## CHECKLIST - DOCUMENTS REQUIRED

Corporate Account	No	Document
	1	<b>Forms Required:</b> Account Opening Booklet <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
	2	<b>Documents 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 for 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 n 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 authorised 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 per cent (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) and 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) and 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. AHAM Capital reserves the right to request for further documents even if any of these additional documents may have already been provided.



**APPLICATION FOR i-ACCESS ONLINE PORTAL**

Name of Authorised Person 1

Designation

Office No.

Ext.

Mobile

(  )

Country Code

Email

Name of Authorised Person 2

Designation

Office No.

Ext.

Mobile

(  )

Country Code

Email

*Note: An authorised person may only view the investment details and may not perform any transactions on behalf of the company.*

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

Bank Account Name

Validation ID

Bank Account No.

Bank Name

Remittance Information (if applicable)

*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 Certificate of Incorporation No. Should this field be left unfilled, the Certificate of Incorporation ID No. entered in the Details of Corporation 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

Validation ID

Bank Account No.

Bank Name

Bank Swift Code / Bank Code

Remittance Information (if applicable)

Bank Account Currency

Intermediary Bank Details (if applicable)

Intermediary Bank Name

Intermediary Bank Branch

Intermediary Bank Swift Code / Bank Code

Intermediary Bank Account No.

*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 Certificate of Incorporation No. Should this field be left unfilled, the Certificate of Incorporation ID No. entered in the Details of Corporation section of this form will be used instead.  
5. The Bank Account No. provided herein will be considered as the Default Bank Account No.*

## QUESTIONNAIRE

1. Is your company listed and quoted on Bursa Malaysia Securities Bhd or any other regulated stock exchange out of Malaysia?  Yes  No

If yes, is your company listed under Practice Note 17 of Bursa's Main Market Listing Requirements or Guidance Note 3 of Bursa's ACE Markets Listing Requirements?  Yes  No

2. Is your company a subsidiary (at least more than 50% owned) of a company listed and quoted on Bursa Securities Bhd / except under Practice Note 17 of Bursa's Main Market Listing Requirements or Guidance Note 3 of Bursa's ACE Markets Listing Requirements?  Yes  No

3. Is your company a (please tick  if applicable to you. You may select more than one)

(a) Local brokerage / investment bank or a nominee company of such local brokerage / investment bank?

(b) Government linked company in Malaysia?

(c) State owned corporation in Malaysia / state owned company in Malaysia?

(d) Banks, insurance companies & takaful operators licensed under the Islamic Financial Services Act 2013, the Financial Services Act 2013, the Labuan Financial Services and Securities Act 2010, or the Labuan Islamic Financial Services and Securities Act 2010?

(e) Prescribed Institution under the Development Financial Institutions Act 2002 and supervised by BNM?

(f) Foreign Financial Institution?

(g) Future / Fund management company regulated by Securities Commission Malaysia ("SC")?

(h) Trustee registered with SC?

(i) Subsidiary of any of the companies described in (a) to (h) above?

(j) Company within the AHAM Capital Group?

(k) Statutory body established under an Act of Parliament or an order through government gazette?

4. Do you have any shareholders and directors who are \*Politically Exposed Person(s)?  Yes  No

If yes, please provide details:

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

\*Politically Exposed Person ("PEP") 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).

5. Is your company acting on behalf of another person?  Yes  No  
e.g. Trustee or nominee as a party to legal arrangement, or legal or accounting firms acting on behalf of clients.

6. Is your company a dormant company?  Yes  No

7. Does your company carry on business outside Malaysia?  Yes  No

If yes, please specify location \_\_\_\_\_

8. Does your company own net asset of more than RM10 million (or equivalent in foreign currency)?  Yes  No

*Note: Please refer to the Clause 2 of the 'Account Opening - Terms and Conditions' for the list of documents to be provided to support your answer above.*



**PERSONAL DATA PROTECTION**

**CONSENT FOR DISCLOSURE**

AHAM Asset Management Berhad ("AHAM Capital") 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 [customercare@aham.com.my](mailto:customercare@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") 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, 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 dipegang 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 [customercare@aham.com.my](mailto:customercare@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 Authorised Signatory  
Name:  
Date:

Signature of Authorised Signatory  
Name:  
Date:









## 5. CONTROLLING PERSON(S)

a) Please provide the names of the Controlling Person(s) ("CP"):

	Full name (according to NRIC / Passport / Other)
CP 1	
CP 2	
CP 3	

b) Each Controlling Person is required to submit a copy of the "FATCA and CRS Self-Certification Form for Controlling Person(s)", and

c) Provide a copy of NRIC / Passport / Other for each CP.

## DECLARATION AND SIGNATURE(S) OF THE ENTITY / CORPORATION

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

I / We certify that I / We have the capacity to sign for the entity / corporation.

I / We 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 / We 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 / us 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 / us, to any governmental authorities, regulatory bodies, and / or any other relevant person(s) in respect of the Reporting Requirements.

I / We 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 we have requested, and my investments with AHAM Capital.

I / We undertake to advise the 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 a suitably updated Self-Certification form within 30 days of such change in circumstances.

Signature of Authorised Signatory

Name:

Date:

Signature of Authorised Signatory

Name:

Date:

Affix Seal or  
Company Stamp Here

## 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.

### CENTRAL BANK

"Central Bank" means an institution that is by law or government sanction the principal authority, other than the government of the jurisdiction itself, issuing instruments intended to circulate as currency. Such an institution may include an instrumentality that is separate from the government of the jurisdiction, whether or not owned in whole or in part by the jurisdiction.

### CUSTODIAL INSTITUTION

The term "Custodial Institution" means any Entity that holds, as a substantial portion of its business, Financial Assets for the account of others. An Entity holds Financial Assets for the account of others as a substantial portion of its business if the Entity's gross income attributable to the holding of Financial Assets and related financial services equals or exceeds 20% of the Entity's gross income during the shorter of: (i) the three-year period that ends on 31 December (or the final day of a non-calendar year accounting period) prior to the year in which the determination is being made; or (ii) the period during which the Entity has been in existence.

### CONTROL

"Control" over an Entity is generally exercised by the natural person(s) who ultimately has a controlling ownership interest (typically on the basis of a certain percentage (e.g. 25%)) in the Entity. Where no natural person(s) exercises control through ownership interests, the Controlling Person(s) of the Entity will be natural person(s) who exercises control of the Entity through other means. Where no natural person or persons are identified as exercising control of the Entity through ownership interests, the Controlling Person of the Entity is deemed to be the natural person who holds the position of senior managing official.

### CONTROLLING PERSON(S)

"Controlling Persons" are the natural person(s) who exercise control over an entity. Where that entity is treated as a Passive Non-Financial Entity ("Passive NFE") then a Financial Institution is required to determine whether or not these Controlling Persons are Reportable Persons. This definition corresponds to the term "beneficial owner" described in Recommendation 10 and the Interpretative Note on Recommendation 10 of the Financial Action Task Force Recommendations (as adopted in February 2012).

In the case of a trust, the Controlling Person(s) are the settlor(s), the trustee(s), the protector(s) (if any), the beneficiary(ies) or class(es) of beneficiaries, or any other natural person(s) exercising ultimate effective control over the trust (including through a chain of control or ownership). Under the CRS the settlor(s), the trustee(s), the protector(s) (if any), and the beneficiary(ies) or class(es) of beneficiaries, are always treated as Controlling Persons of a trust, regardless of whether or not any of them exercises control over the activities of the trust. Where the settlor(s) of a trust is an Entity then the CRS requires Financial Institutions to also identify the Controlling Persons of the settlor(s) and when required report them as Controlling Persons of the trust.

In the case of a legal arrangement other than a trust, Controlling Person(s) means persons in equivalent or similar positions.

### DCFFI

Certified Deemed Compliant Foreign Financial Institution ("DCFFI") includes non-registering local bank, FFI with low value accounts, sponsored closely held investment vehicles, or limited debt investment securities.

### DEPOSITORY INSTITUTION

"Depository Institution" means any Entity that accepts deposits in the ordinary course of a banking or similar business.

### EBO

Exempt beneficial owner ("EBO") includes a foreign government, a government of a U.S. possession, an international organisation, a central bank of issue, a retirement fund or an entity wholly owned by an exempt beneficial owner.

### ENTITY

The term "Entity" means a legal person or a legal arrangement, such as a corporation, partnership, trust or foundation.

### 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.

### FINANCIAL INSTITUTION

"Financial Institution" means a "Custodial Institution", a "Depository Institution", an "Investment Entity", or a "Specified Insurance Company".

### GOVERNMENTAL ENTITY

"Governmental Entity" means the government of a jurisdiction, any political subdivision of a jurisdiction (which, for the avoidance of doubt, includes a state, province, county, or municipality), or any wholly owned agency or instrumentality of a jurisdiction or of any one or more of the foregoing (each, a "Governmental Entity").

### INTERNATIONAL ORGANISATION

"International Organisation" means any international organisation or wholly owned agency or instrumentality thereof. This category includes any intergovernmental organisation (including a supranational organisation) (1) that is comprised primarily of governments; (2) that has in effect a headquarters or substantially similar agreement with the jurisdiction; and (3) the income of which does not inure to the benefit of private persons.

### INVESTMENT ENTITY

"Investment Entity" includes two types of Entities:

- (i) an Entity that primarily conducts as a business one or more of the following activities or operations for or on behalf of a customer:
  - (a) trading in money market instruments (cheques, bills, certificates of deposit, derivatives, etc.): foreign exchange; exchange, interest rate and index instruments; transferable securities; or commodity futures trading;
  - (b) individual and collective portfolio management; or
  - (c) otherwise investing, administering, or managing Financial Assets or money on behalf of other persons. Such activities or operations do not include rendering non-binding investment advice to a customer.
- (ii) the second type of "Investment Entity" (Investment Entity managed by another Financial Institution) is any Entity the gross income of which is primarily attributable to investing, reinvesting, or trading in Financial assets where the Entity is managed by another Entity that is a Depository Institution, a Custodial Institution, a Specified Insurance Company, or the first type of Investment Entity.

### INVESTMENT ENTITY LOCATED IN A NON-PARTICIPATING JURISDICTION AND MANAGED BY ANOTHER FINANCIAL INSTITUTION

The term "Investment Entity located in a Non-Participating Jurisdiction and managed by another Financial Institution" means any Entity the gross income of which is primarily attributable to investing, reinvesting, or trading in Financial Assets if the Entity is (i) managed by a Financial Institution and (ii) not a Participating Jurisdiction Financial Institution.

## DEFINITIONS

### INVESTMENT ENTITY MANAGED BY ANOTHER FINANCIAL INSTITUTION

An Entity is “managed by” another Entity if the managing Entity performs, either directly or through another service provider on behalf of the managed Entity, any of the activities or operations described in clause (i) above in the definition of ‘Investment Entity’. An Entity only manages another Entity if it has discretionary authority to manage the other Entity’s assets (either in whole or part). Where an Entity is managed by a mix of Financial Institutions, NFE 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 first type of Investment Entity, if any of the managing Entities is such another Entity.

### NON-FINANCIAL ENTITY (“NFE”)

An “NFE” is any Entity that is not a Financial Institution.

### NON-PARTICIPATING FOREIGN FINANCIAL INSTITUTION (“NPFFI”)

An “NPFFI” means a non-participating FFI, as that term is defined in relevant U.S. Treasury Regulations, but does not include a Malaysian Financial Institution or other Partner Jurisdiction Financial Institution other than a Financial Institution treated as a Nonparticipating FFI pursuant to provisions in an agreement between U.S. and Malaysia (where available).

### ODCFFI

Owner-Documented Foreign Financial Institution (“ODCFFI”) includes an FFI that meets certain specified requirements, including (i) the FFI must be an FFI solely because it is an investment entity, (ii) generally, the FFI’s withholding agent must be a U.S. financial institution or participating FFI, (iii) the withholding agent must agree to satisfy the FFI’s reporting requirements with respect to any specified U.S. persons who hold an interest in the FFI, and (iv) the FFI must provide its withholding agent with certain specified information, including a withholding certification identifying the FFI as an owner-documented FFI that is not acting as an intermediary.

### OECD

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

### PARTICIPATING JURISDICTION

Participating jurisdiction means a jurisdiction (i) with which an agreement is in place pursuant to which it will provide the information specified in Section I of the CRS, and (ii) which is identified in a published list.

### PASSIVE INCOME

“Passive income” would generally be considered to include the portion of gross income that consists of dividends, interest, income equivalent to interest, rents and royalties, other than rents and royalties derived in the active conduct of a business conducted, at least in part, by employees of the NFE, annuities; the excess of gains over losses from the sale or exchange of Financial Assets that gives rise to the passive income described previously, the excess of gains over losses from transactions (including futures, forwards, options, and similar transactions) in any Financial Assets, the excess of foreign currency gains over foreign currency losses, net income from swaps; or amounts received under Cash Value Insurance Contracts.

### PASSIVE NFE

Under CRS, a “Passive NFE” means any NFE that is not Active NFE. An Investment Entity located in a Non-Participating Jurisdiction and managed by another Financial Institution is also treated as a Passive NFE for purposes of the CRS.

### RDCFFI

Registered Deemed Compliant Foreign Financial Institution (“RDCFFI”) includes local FFI, non-reporting member of PFFI groups, qualified collective investment vehicles, restricted funds, qualified credit card issuers, sponsored investment entities, and controlled foreign corporations.

### RELATED ENTITY

An Entity is a “Related Entity” of another Entity if either Entity controls the other Entity, or the two Entities are under common control. For this purpose control includes direct or indirect ownership of more than 50% of the vote and value in an Entity.

### REPORTABLE ACCOUNT

“Reportable Account” means an account held by one or more Reportable Persons or by a Passive NFE 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.

### SPECIFIED INSURANCE COMPANY

The term “Specified Insurance Company” means any Entity that is an insurance company (or the holding company of an insurance company) that issues, or is obligated to make payments with respect to, a Cash Value Insurance Contract or an Annuity Contract.

### SUBSTANTIAL U.S. SHAREHOLDERS

“Substantial U.S. shareholders” includes any “specified U.S. person” owning 10% or more, directly or indirectly, of control of or ownership in the applicant.

### 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 Entities, a Business / company registration code / number.

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.



**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") 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, including the Controlling Person(s) of a Passive NFFE, under the FATCA Reporting Requirement. If you are a U.S. Person, we may need to give the Inland Revenue Board of Malaysia ("IRBM") the reportable information about you under the FATCA Reporting Requirement, which may then be shared with the U.S. IRS.

**CRS**

Under the 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 each of its customers, including the Controlling Person(s) of a Passive NFE. If you are not a tax resident of Malaysia, we may need to give the reportable information to the IRBM, 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 the 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 Self-Certification Form if you are a Controlling Person. **Each Controlling Person 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.

**IMPORTANT:**

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

**SECTION 1 - CONTROLLING PERSON IDENTIFICATION**
**Full Name (as per NRIC / Passport / Others)**
  


 NRIC No.       -   -    

 Passport No. / Other            

 Date of Birth   /   /    

 Place of Birth (City / Town) 

 Country of Birth 
**Permanent Address (as per NRIC / Passport / Others)**
  


 Postcode  Town / City / State 

 Country 
**Correspondence Address (if different from above)**
  


 Postcode  Town / City / State 

 Country

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**.

**SECTION 2 - TYPE OF CONTROLLING PERSON**

Please write down the legal name of the relevant entity of which you are a Controlling Person and the CP type:

	Entity Name	Controlling Person Type (Please select from the list below)
Entity 1		
Entity 2		
Entity 3		

CP Type Code	Controlling Person(s) Type:
CP01	Controlling Person of a legal person - control by ownership
CP02	Controlling Person of a legal person - control by other means
CP03	Controlling Person of a legal person - senior management official
CP04	Controlling Person of a trust - settlor
CP05	Controlling Person of a trust - trustee
CP06	Controlling Person of a trust - protector
CP07	Controlling Person of a trust - beneficiary
CP08	Controlling Person of a trust - other
CP09	Controlling Person of a legal arrangement (non-trust) - settlor equivalent
CP10	Controlling Person of a legal arrangement (non-trust) - trustee equivalent
CP11	Controlling Person of a legal arrangement (non-trust) - protector equivalent
CP12	Controlling Person of a legal arrangement (non-trust) - beneficiary equivalent
CP13	Controlling Person of a legal arrangement (non-trust) - other equivalent



### SECTION 3 - CONTROLLING PERSON TAX RESIDENCY

**IMPORTANT:** If the Controlling Person is tax resident in more than three countries / jurisdictions, please use a separate sheet.

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

Reason B - The Account Holder 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)*

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	

### SECTION 4 - DECLARATIONS AND SIGNATURE BY CONTROLLING PERSON

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 the information contained in this form and information regarding the Controlling Person and any Reportable Account(s) may be reported to the tax authorities of the country / jurisdiction in which this account(s) is / are maintained and exchanged with tax authorities of another country or countries in which [I / the Controlling Person] may be tax resident pursuant to intergovernmental agreements to exchange financial account information.

I certify that I am the Controlling Person, or am authorised to sign the Controlling Person, of all the account(s) held by the entity Account Holder to which this form relates.

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 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 Reporting Requirements.

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 Controlling Person

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.

### CONTROL

Control over an Entity is generally exercised by the natural person(s) who ultimately has a controlling ownership interest (typically on the basis of a certain percentage (e.g. 25%)) in the Entity. Where no natural person(s) exercises control through ownership interests, the Controlling Person(s) of the Entity will be natural person(s) who exercises control of the Entity through other means. Where no natural person or persons are identified as exercising control of the Entity through ownership interests, the Controlling Person of the Entity is deemed to be the natural person who holds the position of senior managing official.

### CONTROLLING PERSON(S)

“Controlling Persons” are the natural person(s) who exercise control over an entity. Where that entity is treated as a Passive Non-Financial Entity (“Passive NFE”) then a Financial Institution is required to determine whether or not these Controlling Persons are Reportable Persons. This definition corresponds to the term “beneficial owner” described in Recommendation 10 and the Interpretative Note on Recommendation 10 of the Financial Action Task Force Recommendations (as adopted in February 2012).

In the case of a trust, the Controlling Person(s) are the settlor(s), the trustee(s), the protector(s) (if any), the beneficiary(ies) or class(es) of beneficiaries, or any other natural person(s) exercising ultimate effective control over the trust (including through a chain of control or ownership). Under the CRS the settlor(s), the trustee(s), the protector(s) (if any), and the beneficiary(ies) or class(es) of beneficiaries, are always treated as Controlling Persons of a trust, regardless of whether or not any of them exercises control over the activities of the trust. Where the settlor(s) of a trust is an Entity then the CRS requires Financial Institutions to also identify the Controlling Persons of the settlor(s) and when required report them as Controlling Persons of the trust.

In the case of a legal arrangement other than a trust, “Controlling Person(s) means persons in equivalent or similar positions.

### ENTITY

The term “Entity” means a legal person or a legal arrangement, such as a corporation, partnership, trust, or foundation.

### 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.

### NON-FINANCIAL ENTITY (NFE)

An “NFE” is any Entity that is not a Financial Institution.

### OECD

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

### REPORTABLE ACCOUNT

“Reportable Account” means an account held by one or more Reportable Persons or by a Passive NFE 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 Entities, a Business / company registration code / number.

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.

## ACCOUNT OPENING

## TERMS AND CONDITIONS

1. **Acceptance**
- 1.1 By completing this form, using AHAM Asset Management Berhad's (hereinafter referred to as "we", "our", "us", or "AHAM Capital") services or signing up for an account with us, you hereby acknowledge and agree that you have:
  - i. read and understood the contents contained in the prospectus / information memorandum / disclosure document including any supplemental thereto;
  - ii. entered into a legally binding relationship with us; and
  - iii. further accept to be bound by the terms and conditions contained in this form, contents of the prospectus / information memorandum / disclosure document and deed of the relevant fund that we 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. **Required Documents**
- 2.1 Before we can open an 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.
- 2.2 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.
- 2.3 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.
3. **Forms**
- 3.1 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.
4. **Investment into Unit Trusts Distributed by AHAM Capital as an Institutional Unit Trust Adviser ("IUTA") and Appointment of Nominee to Hold Unit Trust ("Units")**
- 4.1 You may invest in both unit trust funds that are managed by us or distributed by us as IUTA for other unit trust management companies ("UTMC").
- 4.2 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 for and on your behalf.
- 4.3 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 subject to the terms and conditions provided herein. 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 UTMC, the relevant prospectus and deed of the respective funds and the laws, rules, regulations, guidelines, and practices of the unit trusts industry.
- 4.4 You agree that where you invest in a unit trust fund distributed by us as an IUTA:-
  - the Units 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.
- 4.5 The Nominee shall have no duty or responsibility as regards attendance at meetings or voting in respect of any of the Units or as regards any subscription, conversion, or other rights in respect thereof or as regards 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 therewith except in accordance with your written instructions and upon such conditions, indemnity, and provision for expenses as the Nominee may require.
5. **Instructions**
- 5.1 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.
- 5.2 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.
- 5.3 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.
- 5.4 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.
- 5.5 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.
- 5.6 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.
- 5.7 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.
6. **Statement**
- 6.1 **Physical Statement**
- 6.1.1 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.
- 6.2 **E-Statement**
- 6.2.1 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.
7. **Monies**
- 7.1 All monies due and payable by you to us shall be made with clear funds and 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.
- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 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.
- 7.6 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 and 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 consultants, such employee and / or sales consultants 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 the employee and / or sales consultants. We are under no obligation to accept payments for investments via our employees and / or sales consultants or any third party and may in our sole discretion reject such payments.
8. **Representation and Warranties**
- 8.1 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 this form, relevant prospectus / information memorandum / disclosure document and deed including any supplemental thereto. You hereby represent and warrant the following to us:-
- 8.1.1 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;
- 8.1.2 the source of the funds of your investments are not derived from any illegal and unlawful activities;
- 8.1.3 any transaction contemplated hereof will not contravene any anti-money laundering and anti-terrorism financing provisions and any other legislation applicable to us;
- 8.1.4 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;
- 8.1.5 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);
- 8.1.6 that you have read and understood the contents contained in clause 10 (Unit Trust Loan Financing Risk Disclosure Statement) herein;
- 8.1.7 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;
- 8.1.8 you have the legal capacity and power to submit this application, open an account and invest with us;

- 8.1.9 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;
- 8.1.10 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 conditions contained in this form; and
- 8.1.11 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.
- 8.2 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 stipulated in this form are / becomes untrue, inaccurate, and / or incorrect.
- 9. Privacy Notice**
- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 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.
- 9.5 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
- 9.6 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. Unit Trust Loan Financing Risk Disclosure Statement**
- 10.1 Investing in a Unit Trust Fund with borrowed money is riskier than investing with your own savings.
- 10.2 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:
- 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.
  - 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.
  - 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.
  - 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.
- 10.3 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.
- 11. 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 and conditions of this form.
- 12. Sophisticated Investor**
- 12.1 Please take note that only a "Sophisticated Investor" may invest in a Wholesale Fund.
- 12.2 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.
- 13. Fees, Charges, Expenses, Cost and Commission**
- 13.1 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.
- 13.2 We will not be liable to pay any interest to you for any monies we held for you for any reason whatsoever.
- 13.3 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 these terms and conditions.
- 13.4 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.
- 13.5 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.
- 14. Transactions**
- 14.1 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.
- 14.2 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.
- 14.3 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.
- 14.4 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.
- 14.5 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.
- 14.6 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. Rights of AHAM Capital**
- 15.1 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.
- 15.2 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.
- 16. Financial Crime Representations and Warranties**
- 16.1 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").
- 16.2 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:-
- close all accounts and terminate all services you have with us; and / or
  - make reports and take such other actions as we may deem appropriate.
- 16.3 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.
- 17. Indemnity & Liability**
- 17.1 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 and conditions contained in this form.
- 17.2 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):-
- any instructions, forms, accounts and payments requested by you;
  - any inaccuracies in the information and declarations provided by you in this form;
  - the preservation or enforcement of our rights or exercise of our powers under the terms and conditions contained in this form; and
  - a breach of your obligations under the terms and conditions contained herein.
- 18. Set-Off**
- Any monies that is due and owing by you to us and / or the Nominee, where applicable, in relation to this form 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.
- 19. Successor Bound**
- This form and all other transactions envisaged shall be binding upon heirs, personal representatives, successors-in-title, and permitted assigns of yours subject to our approval.
- 20. Governing Law**
- The terms and conditions contained in this form 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.
- 21. Amendment**
- We reserve our sole and absolute discretion to, at any time, amend, modify, and / or vary the terms and conditions contained in this form, 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 or being notified by mail, notice of the same shall be deemed to have been effected at the time when the notice is posted on the website or by 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 of this form 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 this form at the time of execution hereof.
- 22. Severability**
- If any of the terms and conditions contained in this form 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.
- 23. 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



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