



Please read the notes as specified overleaf before completing this application form. Please fill up using **BLOCK LETTERS** and (✓) where appropriate.

First time investors must complete the Account Opening Form, Suitability Assessment Form, FIMM Pre-Investment Form and *Pre-Qualification Form (*wholesale fund only). In accordance with the requirements of the Capital Markets and Services Act 2007, this form should not be circulated unless accompanied by the relevant Prospectus with the Product Highlights Sheet and/or Information Memorandum including any Supplemental Prospectus and/or Supplemental/Replacement Information Memorandum (collectively known as "Offering Document"). Customers are required to read and understand the contents of the Offering Document before completing this form.

For HLAM Use Only:

Unitholder Account No:

	Processed By:	Verified By:
Initial		
Date		

1. PARTICULARS OF INSTITUTIONAL APPLICANT

Company Registration No:

Name of Corporation:
(as per Company Registration)

Country of Incorporation:

Type of Corporation:

- 1 Corporation
 3 Cooperative
 5 Pension Fund
 7 Statutory Body
 2 Partnership
 4 Sole-proprietor
 6 Non-profit Organisation
 8 Others (please specify)

Status of Incorporation:

- 1 Malaysian Bumiputra Controlled
 2 Malaysian Non-Bumiputra Controlled
 3 Non-Malaysian Controlled
 4 Government Controlled

Source of Fund:

- 1 Disposal of Non-Core Business/Asset/Investments
 2 Fund Raising Exercise
 3 Cash in Hand/Surplus Fund/Working Capital

Nature of Business: Shareholders' Fund/Net Asset (latest audited accounts): RM

2. CORRESPONDENCE ADDRESS FOR INSTITUTIONAL APPLICANT

Registered Address:

 Postcode:

Town/City: State: Country:

Correspondence Address:

 Postcode:

Town/City: State: Country:

Telephone No. (Office): - Fax No: -

Contact Person (1):

Designation (1):

Email Address (1):

Contact Person (2):

Designation (2):

Email Address (2):

3. DISTRIBUTION INSTRUCTION (TICK ONLY ONE)

1 Please send the distribution warrant by post.

2 Please credit into the following Hong Leong Bank or Hong Leong Islamic Bank savings / current account.

Account No:

(Application to the account in the name of the institution with Hong Leong Bank only)

3 Please reinvest.

4. FOREIGN ACCOUNT TAX COMPLIANCE ACT ("FATCA") DECLARATION

SECTION A: Indicate the entity's category	
Select one of the following:	For Office Use:
<input type="checkbox"/> Non-U.S. government entities	If selected, the entity is classified as Non U.S. Person
<input type="checkbox"/> Non-U.S. central bank	
<input type="checkbox"/> Public listed entity that is regularly traded on Bursa Malaysia or another stock exchange outside the U.S., including its subsidiaries (exclude Financial institutions⁽¹⁾ outside U.S.)	
<input type="checkbox"/> The entity's revenue is mainly (at least 50%) derived from its core business activity (other than investment activities) <u>Declaration:</u> <input type="checkbox"/> An entity, out of U.S., engaged in an active business other than that of a financial institution	If selected, the entity is classified as active Non-Financial Foreign Entity ("NFFE")
<input type="checkbox"/> Financial institutions ⁽¹⁾ outside U.S. FATCA Classification (Refer to Form W-8BEN-E): _____	If selected, • Please fill up Form W-8BEN-E
<input type="checkbox"/> The entity is incorporated/organised in U.S. Please select one of the categories: <input type="checkbox"/> Specified U.S. person (Refer to Form W-9) <input type="checkbox"/> Non specified U.S. person (Refer to Form W-9)	If selected, • Please fill up Form W-9
<input type="checkbox"/> The entity's revenue is mainly (at least 50%) derived from investment activities <u>Declaration:</u> <input type="checkbox"/> An entity, out of U.S., engaged in business other than that of a financial institution <u>Please select one of the followings:</u> Does the entity have substantial U.S. Owners ⁽²⁾ ? <input type="checkbox"/> Yes <input type="checkbox"/> No	If "Yes" is selected: • The entity is classified as reportable passive NFFE and • Please fill up Form W-8BEN-E (Part XXX) If "No" is selected: • The entity is classified as non-reportable passive NFFE
<input type="checkbox"/> None of the above	Please fill up Form W-8BEN-E

SECTION B: DECLARATION

We hereby declare as follows:-

- We represent and declare that the information provided above is true, accurate and complete. We understand that the term "U.S. person⁽²⁾" means a person described in section 7701(a)(30) of the Internal Revenue Code.
- We hereby consent for Hong Leong Asset Management Berhad, or any of its affiliates, including branches (collectively "the Manager") to report our information to regulatory authorities in accordance with the requirements of Foreign Account Tax Compliance Act as may be stipulated by applicable laws, regulations, agreement or regulatory guidelines or directives.
- We hereby consent that the Manager may withhold from our account(s) such amounts in accordance with the requirements of Foreign Account Tax Compliance Act as may be stipulated by applicable laws, regulations, agreement or regulatory guidelines or directives.
- We hereby consent that the Manager may classify us as a recalcitrant account holder or non-participating foreign financial institution ("NPFPI") and/or suspend, recall or terminate our account(s) and/or facilities granted to us, in the event we fail to provide accurate and complete information and/or documentation as the Manager may require.
- We undertake to notify the Manager in writing within 30 calendar days if there is a change in any information which we have provided to the Manager.

Definitions

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

Part 1: Country/Jurisdiction of Residence Declaration

We represent and declare that we are:-

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

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

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

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

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

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

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

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

1	
2	
3	

Part 3: Entity Type

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

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

1	
2	
3	

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

Definitions

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

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

Part 4: Declaration

We hereby declare as follows:-

- (a) the information supplied by us is subject to the terms and conditions governing the Account Holder's relationship and accounts with HLAM and its related and associated corporations setting out how HLAM may use and share the information supplied by us;
- (b) the information contained in this form and information regarding the Account Holder and any Reportable Account(s) may be provided directly or indirectly to any relevant tax authority, including of the country/jurisdiction in which this account(s) is /are maintained and exchanged with tax authorities of another country/jurisdiction or country/jurisdiction in which the Account Holder may be resident for tax purposes pursuant to the agreements between competent authorities to exchange such information;
- (c) We are the account holder or I am/we are authorised to sign for the account holder, of the account(s) to which this form relates;
- (d) if there is a change in circumstances that affects the tax residence of the account holder or causes the information contained herein to become incorrect or incomplete, we further declare that we are obligated to inform HLAM of the change in circumstances within 30 days of its occurrence and to provide a suitably updated self-certification form; and
- (e) pursuant to section 113A of the Income Tax Act 1967 including any amendments, modifications and variations thereof, if we make or give any incorrect information, we understand that we may be liable on conviction to a fine not less than RM20,000 and not more than RM100,000 or to imprisonment for a term not exceeding 6 months or to both.

6. DECLARATION

- (a) The customer hereby declares that the information provided herein is accurate, complete and true and the customer further declares that the customer has not withheld any information which may result in Hong Leong Asset Management Berhad ("**Manager**") rejecting the customer's application.
- (b) The customer acknowledges and agrees to be bound by the terms and conditions contained herein (see overleaf) and the customer further warrants and represents to the Manager that the customer has read, understood and accepts the contents of the relevant Prospectus, Product Highlights Sheet and/or Information Memorandum including any Supplemental/Replacement Prospectus and/or Supplemental/Replacement Information Memorandum (collectively known as "**Offering Document**").
- (c) The customer is aware of the fees and charges that the customer will incur directly and indirectly when investing in the relevant fund.
- (d) The customer acknowledges that the customer has received a copy of this unit trust loan Financing Risk Disclosure Statement and understands its contents.
- (e) The customer has read, understood and accepted the contents contained in Clause 16 – "Personal Data and Customer Information".
- (f) The customer hereby declares that the information provided in the FATCA Declaration section above is accurate, correct and true at all material times.
- (g) The customer hereby declares that the information provided in the CRS Declaration section above is accurate, correct and true at all material times.

Authorised Signatory

Name: _____

Designation: _____

Authorised Signatory

Name: _____

Designation: _____



Date

7. DOCUMENTS REQUIREMENT

Type Of Accounts	Photocopy of NRIC/ Passport of Authorised Signatories	Board of directors resolution/ Extract of board resolution for appointment and specimen authorized signatories (with name and NRIC/ passport or any identification no) to operate the investment account	Duly certified true copy of certificate of incorporation or similar documents	Duly certified true copy of latest form 24, 44, 49, annual return	Duly certified true copy of memorandum article of association or constitution or by laws or certificate of registration	Audited Financial Statement
Prior to 31/3/2017						
Post 31/3/2017			Equivalent documents as above	Equivalent documents as above	Equivalent documents as above	
Company	✓	✓	✓ (Form 8 or 9)	✓	✓	✓
Partnership	✓	✓	✓		✓ (including Partnership Agreement)	✓
Sole Proprietor	✓		✓ (Business Registration Certificate)			✓
Club/Society/ Charities/ Cooperative	✓	✓	✓	✓		✓
Pension Fund	✓				✓ (Trust Deed)	✓
Limited Partnership	✓	✓	✓ (Notice of Registration)			✓
Others		As determined by the Manager from time to time.				✓

8. FOR DISTRIBUTOR USE ONLY

Distributor Name : _____

Distributor Code

Distributor's Signature

Branch

9. TERMS & CONDITIONS

- 1. OFFERING DOCUMENT** 1.1 The customer has read and understood the relevant Offering Document before investing into any of the funds and thereafter by completing this form for the relevant fund, the customer acknowledges and agrees that the customer has entered into a legally binding relationship with the Manager and the customer further agrees to be bound by the terms and conditions contained in the Offering Document. 1.2 The Manager reserves its sole and absolute discretion to reject any forms and / or applications submitted to the Manager and the Manager shall not be obliged to provide any reasons whatsoever.
- 2. PRINCIPAL HOLDER AND JOINT HOLDER** 2.1 As at the time of completing the application, the Principal Holder must be eighteen (18) years old and above. The Joint Holder may be under eighteen (18) years old, in which case he is not required to sign the application. 2.2 In the case of death of any joint registered holder of units, the survivor will be the only person recognised by the Manager and the trustee as having title to or interest in the units held. 2.3 In the case of death of the Principal Holder and before the Joint Holder attains the age of eighteen (18), the estate of the Principal Holder will be recognised by the Manager and the trustee of the relevant fund as having title to or interest in the units held.
- 3. COOLING-OFF PERIOD** 3.1 First time investors of the Manager (those persons investing for the first time in a fund managed by the Manager) may exercise their cooling-off right within six (6) business days from the date of investment and receive a full refund of the investment monies paid to the Manager. Notwithstanding the above, the following first time investors are not entitled to the benefit of a cooling-off period: (a) a corporation or institution; (b) a staff of the Manager; and (c) persons registered to deal in unit trusts of the Manager. 3.2 Some specific funds (as may be stipulated in the Offering Document) will not have any applicable cooling-off period for any type of first time investor.
- 4. INVESTMENT AND PAYMENT** Any Cheque/Bank Draft must be made payable to **(i) for individual - Hong Leong Asset Management Bhd (NRIC of customer) or (ii) for institution - Hong Leong Asset Management Bhd**. Application for the units must comply with the minimum investment requirement as specified in the relevant fund's Offering Document. An application to invest will be processed upon receipt of a duly completed original form prescribed by the Manager and the Net Asset Value ("NAV") per unit shall be determined on a forward price basis on the date of receipt of application subject to the respective funds cut-off time as detailed in the relevant fund's Offering Document.
- 5. REDEMPTION OF UNITS** The customer may redeem the investment at any time by submitting the original duly completed form prescribed by the Manager. The NAV per unit is determined on forward price basis based on the date of receipt of application (subject to the cut-off time as detailed in the respective fund's Offering Document). An exit fee may be charged, the quantum of which may be obtained from the respective fund's Offering Document.
- 6. STATEMENT OF INVESTMENT** 6.1 The customer will receive a confirmation advice, letter or a statement of investment for all transaction of units such as sales, redemption, switching, transfer and distribution (collectively referred to as "Statements"). The customer is advised to peruse their Statements. The customer shall notify the Manager of any discrepancies within thirty (30) days from the date stipulated in the respective Statements failing which the contents of the Statements shall be deemed correct and conclusive. 6.2 Notwithstanding the above, it is the customer's responsibility to notify the Manager promptly of any non-receipt of Statements. All Statements delivered to the customer are deemed to be delivered at the time of posting, transmission or by such other method determined practicable by the Manager.
- 7. SWITCHING OF FUNDS** 7.1 The customer can switch between the funds provided by the Manager subject to the terms and conditions in the relevant Offering Document. The Manager must have received an original copy of a duly completed form prescribed by the Manager and the NAV per unit shall be determined on a forward price basis on the date of receipt of application subject to the respective funds cut-off time as detailed in the relevant fund's Offering Document. A switching fee or service charge may be charged, the quantum of which may be obtained from the respective fund's Offering Document. 7.2 Upon the actual receipt of the customer's original completed and duly signed form prescribed by the Manager, the customer will not be allowed to cancel the same. 7.3 If the application, request or instruction does not meet the parameters stipulated in the relevant Offering Document, the Manager reserves the right to reject the application, request or instruction.
- 8. DISTRIBUTION** 8.1 The Manager reserves the right to reinvest the customer's income distribution. The customer further authorises the Manager to reinvest the customer's income distribution if: (a) the customer does not indicate the customer's option in the "Distribution Instruction" section of the relevant form; (b) the customer's income distribution is less than the threshold specified in the fund's prevailing Offering Document; (c) the customer's distribution warrant is returned through mail; and/or (d) any cheques un-presented after the expiration of the six (6) month's cheque validity period, the income distribution amount stipulated in the cheque will be reinvested in accordance with the terms and conditions of the prevailing Offering Document. 8.2 Subject to clause 8.1, any income distribution payable to the customer will be issued in the form of a cheque by the Manager, the Manager will thereafter forward the cheque to the customer's last known address maintained in the Manager's record. 8.3 Unless specified otherwise in writing by the customer, the option indicated by the customer in the "Distribution Instruction" section of the relevant form will be applicable to all funds maintained in the same account.
- 9. ASSIGNMENT OF UNIT TRUST CONSULTANT (UTC)** As and when determined necessary by the Manager, the Manager will assign an agent to provide you with the services envisaged in the relevant Form.
- 10. SET OFF** The Manager is entitled to set off any claim which the Manager or the relevant trustee may have against any of the assets, units or cash of the customer held by the Manager or the relevant trustee.
- 11. RIGHT OF MANAGER** 11.1 The Manager reserves the right to accept or reject any application, instruction or request without assigning any reason. 11.2 The Manager will only process the customer's request upon the actual receipt of the original completed and duly signed application, instruction or request forms. 11.3 In the case of Joint Holder, if a payment application, instruction or request is not executed by ticking the relevant boxes in the relevant form, the Manager reserves the right to make payment in favour of the Principal Holder. 11.4 In such an event, the application monies shall be refunded (without interest) within a reasonable time in such manner as the Manager shall determine or where unable to do so, the monies may be surrendered to the Registrar pursuant to the Unclaimed Moneys Act 1965.
- 12. FACSIMILE FACILITY (APPLICABLE FOR INSTITUTIONS ONLY)** 12.1 Subject to the terms below, the Manager hereby agrees to accept facsimile instructions ("Facsimile Facility"): (a) the customer accepts full responsibility for any loss arising as a result of the Manager acting upon instructions given in a facsimile which bears the customer's investment account number and a signature which appears to be the customer's signature or the signature of an authorised signatory of the account; (b) the customer shall indemnify the Manager and the trustee of the fund and hold the Manager and the trustee harmless against all claims and demands in respect of any liabilities arising as a result of the customer acting upon instructions given in a facsimile; (c) the customer agrees that neither the customer nor any person claiming through the customer has any claim against the Manager or the trustee in relation to a payment made or action taken by the Manager under the Facsimile Facility; (d) These terms and conditions are in addition to any requirements stipulated in the Offering Document for giving instructions/requests to the Manager; (e) The Manager may cancel the Facsimile Facility in the following instances: (i) immediately, if the customer does not comply with any of these conditions; (ii) at any time, after giving the customer notice; and (f) The Manager may vary any of these conditions from time to time.
- 13. ELECTRONIC MAIL ("EMAIL") COMMUNICATION (APPLICABLE FOR INSTITUTIONS ONLY)** 13.1 The customer understands and acknowledges that: (a) Emails are processed in the ordinary course of business and are not dealt with on a priority basis. In the event that the transmitted information is time critical, the customer agrees to choose an alternative means of communication that enables timely processing. Any such change in communication shall be effective only upon receipt and acknowledgment thereof by the Manager; (b) The Manager may refuse to accept or process emails without expressly rejecting them or make further inquiries before processing; and (c) The uninterrupted use of emails cannot be guaranteed due to technical, maintenance and security reasons. 13.2 The customer is aware of and accepts the inherent risks of using emails, in particular the risk of non-delivery of the instruction and/or confidential information relating thereto may be disclosed to third parties, and, as far as permitted by law, the customer hereby agrees to indemnify and hold the Manager, its directors or employees harmless from and against any claims, actions, or suits for any loss or damage to any person resulting from or related to the use of or failure to use unsecured email including, but not limited to, loss or damage resulting from or related to the accuracy, integrity or the process of receiving and sending unsecured emails, or any interruptions or overloading of IT systems.
- 14. REPRESENTATION AND WARRANTIES** 14.1 In reliance of the representation and warranties made by the customer, the Manager agrees to enter into an arrangement with the customer and in continuation thereafter for the provision of services envisaged in the relevant forms and Offering Document, the customer hereby represents and warrants to the Manager the following:- (a) the contents of the Offering Document constitutes the entire understanding of the customer in respect of the relevant fund that the customer has subscribed to, the customer has not relied upon any other advice, recommendation, information and/or interpretation (whether oral or in writing), other than those contained in the Offering Document and which is the basis upon which the customer has derived his decision to invest in the fund; (b) the customer is neither engaged in any unlawful activity nor are the customer's monies obtained from any illegal source or associated with any illegal activity; (c) any transaction and dealings contemplated under this arrangement will not contravene any anti-money laundering laws or provisions; (d) any document, instruction and/or information provided is accurate, true and complete and the customer undertakes to provide such information and documents as the Manager may reasonably require for the purpose of due diligence/enhanced due diligence as required under the Anti-Money Laundering and Anti-Terrorism Financing Act 2001; (e) the customer acknowledges that the customer is aware of the fees and charges the customer will incur directly or indirectly when investing in the relevant fund; (f) the customer has read and understood the contents contained in clause 15 (unit trust loan financing risk disclosure statement); (g) the customer has legal capacity and power to enter into this arrangement; (h) the customer is not a bankrupt and/or subject to any material proceedings that if brought to the attention of and/or made known to the Manager may result in the arrangement being rejected or terminated; and (i) these terms and conditions, each transaction and/or dealing (i) are binding on the customer and enforceable against the customer; and (ii) do not contravene and/or violate the provisions of any applicable law, rule and/or regulation by which the customer is subject and governed by; (j) save where the customer has notified the Manager in writing and the Manager agrees, the customer shall act as principal and sole beneficial owner (not as trustee and/or nominee) in entering into these terms and conditions, transactions and/or dealings; and (k) subject to the conditions contained in 14.1(i) and to the extent permitted by law, if the customer is a trustee, intermediary and/or nominee, the customer shall undertake to ensure that the beneficiary is not in contravention with any anti-money laundering laws or provisions and the customer further undertakes to the Manager that the requisite processes required under any anti-money laundering laws or provisions have been complied with. 14.2 Notwithstanding the generality of the foregoing the customer shall be deemed to represent and warrant to the Manager at all material times that the representations and warranties contained above are accurate, true and correct in all respect and manner as if it were made on such date and repeated by virtue of each and every subsequent transaction envisaged thereafter entered into between the customer and the Manager. It is the customer's responsibility to notify the Manager in writing should any of the representations and warranties made by the customer be or becomes inaccurate, untrue and/or incorrect.
- 15. UNIT TRUST LOAN FINANCING RISK DISCLOSURE STATEMENT** 15.1 Investing in a unit trust fund with borrowed money is more risky than investing with the customer's own savings. 15.2 The customer should assess if loan financing is suitable for the customer in light of the customer's objectives, attitude to risk and financial circumstances. The customer should be aware of the risks, which would include the following: (a) The higher the margin of financing (that is, the amount of money the customer borrows for every ringgit of the customer's own money which the customer puts in as deposit or down payment), the greater the loss or gain on the customer's investment. (b) The customer should assess whether the customer has the ability to service the repayments on the proposed loan. If the customer's loan is a variable rate loan, and if interest rates rise, the customer's total repayment amount will be increased. (c) If unit prices fall beyond a certain level, the customer may be asked to provide additional acceptable collateral (where units are used as collateral) or pay additional amounts on top of the customer's normal installments. If the customer fails to comply within the time prescribed, the customer's units may be sold towards the settlement of the customer's loan. (d) Returns on unit trusts are not guaranteed and may not be earned evenly over time. This means that there may be some years where returns are high and other years where losses are experienced. Whether the customer eventually realises a gain or loss may be affected by the timing of the sale of the customer's units. The value of units may fall just when the customer wants the customer's money back even though the investment may have done well in the past. (e) This brief statement cannot disclose all the risks and other aspects of loan financing. The customer should therefore carefully study the terms and conditions before the customer decides to take a loan. If the customer is in doubt about any aspect of this risk disclosure statement or the terms of the loan financing, the customer should consult the institution offering the loan.
- 16. PERSONAL DATA & CUSTOMER INFORMATION** The customer agrees that the customer's personal data and information may be made available, without limitation to the Manager's distributors, vendors, agents or advisors, the Hong Leong Group of Companies, and/or all relevant and applicable authorities/regulators including, but not limited to, for the purposes of sharing information for credit, reference and marketing purposes. The Manager shall deal with the customer's personal data and information in accordance with its prevailing privacy policy as may be amended or supplemented from time to time. The customer hereby confirms that the customer has read, understood and accepted the Manager's prevailing privacy policy* and the customer's continued holding of an account with the Manager and any further investments made shall be deemed as acceptance of the terms and conditions. (*For the most current version of the privacy policy at all material times, please refer to the posting on the Manager's website). Institutional customers represent and warrant that in relation to any individual's personal data provided to the Manager, the customer has obtained the individual's requisite consent for disclosure to and processing of such personal data by the Manager pursuant to the Manager's prevailing privacy policy.
- 17. INDEMNITY** The customer agrees to indemnify and hold harmless the Manager against any losses, damages, claims, liabilities, expenses, fees and/or cost incurred and/or suffered by the Manager, whether directly and/or indirectly by the Manager arising out of and/or in connection with any request, instruction, form and/or account of the customer, save and except for gross negligence or willful default of the Manager.
- 18. GOVERNMENT TAXES AND/OR STATUTORY/REGULATORY IMPOSED CHARGES, FEES ETC** 18.1 For the purpose of this Clause: "Tax" means any present or future, direct or indirect, Malaysian or foreign tax, levy, impost, duty, charge, fee, deduction or withholding of any nature, that is imposed by any Appropriate Authority, including, without limitation, any consumption tax such as the goods and services tax ("GST") and other taxes by whatever name called, and any interest, fines or penalties in respect thereof. "Appropriate Authority" means any government or taxing authority. 18.2 The fees and/or all other monies to be paid by Customer to HLAM under these terms and conditions herein, including any amount representing reimbursements to be paid by Customer to HLAM, is exclusive of any Tax, and shall be paid without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding. 18.3 In the event Customer is required by law to make any deduction or withholding from the fees and/or all other monies payable to HLAM under these terms and conditions herein in respect of any Tax or otherwise, the sum payable by Customer in respect of which the deduction or withholding is required shall be increased so that the net fees and/or the net amount of monies received by HLAM is equal to that which HLAM would otherwise have received had no deduction or withholding been required or made. 18.4 The Customer shall in addition to the fees and/or all other monies payable, pay to HLAM all applicable Tax at the relevant prevailing rate and/or such amount as is determined by HLAM to cover any Tax payments/liabilities/obligations in connection therewith, without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding, apart from any Taxes which may be required under any laws to be paid by the Customer directly to any Appropriate Authority, which the Customer shall remit directly to the Appropriate Authority. 18.5 If at any time an adjustment is made or required to be made between HLAM and the relevant taxing authority on account of any amount paid as Tax as a consequence of any supply made or deemed to be made or other matter in connection with these terms and conditions herein by HLAM, a corresponding adjustment may at HLAM's discretion be made as between HLAM and Customer and in such event, any payment necessary to give effect to the adjustment shall be made. 18.6 All Tax as shall be payable by the Customer to HLAM as herein provided shall be paid at such times and in such manner as shall be requested by the HLAM, failing which the Customer shall pay to the HLAM interest at the rate of ten per centum (10%) per annum calculated on a day to day basis on the amount of Tax unpaid from the due date until payment. 18.7 The Customer hereby agrees to do all things reasonably requested by HLAM to assist HLAM in complying with its obligations under any applicable legislation under which any Tax is imposed. In the event a new Tax is introduced and such Tax is required to be charged on the transaction contemplated in these terms and conditions herein, the Customer agrees to provide its fullest cooperation to HLAM in assisting HLAM in complying with its obligations under the relevant laws. 18.8 The Customer shall indemnify HLAM and shall hold HLAM harmless from any liability arising as a result of any breach of obligation on the part of the Customer to pay the Tax as set out herein, together with all loss, costs and expenses resulting from such breach. Nothing in these terms and conditions herein requires HLAM to pay any amount of fine, penalty, interest or other amount for which the Customer is liable for. 18.9 For the avoidance of doubt, the parties agree that any sum payable or amount to be used in the calculation of a sum payable expressed elsewhere in these terms and conditions herein has been determined without regard to and does not include amounts to be added on under this clause on account of Tax.
- 19. FATCA** 19.1 Notwithstanding anything to the contrary herein contained: (a) Any payment made by, or on behalf of the Manager (the "Payor") to, or for the benefit of, Client (the "Payee") shall be made subject to any withholding or deduction imposed on such payment pursuant to or on account of Foreign Account Tax Compliance Act ("FATCA") or any other arrangements with foreign governments or regulators and no additional payment shall be required, nor any payment increased, on account of any such withholding or deduction. The Payor shall not be required to indemnify the Payee on account of any loss, liability or cost imposed as a result of, or otherwise arising from, such withholding or deduction; (b) If the Payor is required to make any deduction or withholding pursuant to or on account of FATCA or any other arrangements with foreign governments or regulators in respect of any payment, and the Payor does not so deduct or withhold and a liability resulting from such failure to withhold or deduct is assessed directly against the Payor, then the Payee hereby agrees to indemnify the Payor therefor (notwithstanding any limitation on indemnification otherwise included in these terms and conditions) and to promptly pay to the Payor the amount of such liability. The Payee's indemnification obligation hereunder shall include any related liability for interest and, if the Payee has failed to provide the Payor, in a timely fashion, with sufficient information necessary for the Payor to determine whether and/or to what extent it is required to make any deduction or withholding pursuant to or on account of FATCA or any other arrangements with foreign governments or regulators, shall include any related liability for penalties; and (c) The Payee hereby consents to the disclosure of information on the Payee by the Payor to local and foreign regulatory and/or tax authorities including those in the United States. "FATCA" means sections 1471 through 1474 of the United States Internal Revenue Code of 1986, as amended and/or supplemented, any current or future regulations or official interpretations thereof, any agreement entered into thereunder, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation thereof.
- 20. AMENDMENTS** HLAM may in its absolute discretion without any prior notice (whether in writing or otherwise) amend or vary the Terms at any time or from time to time and/or impose additional clauses which shall bind the customer as if the amendments and additional clauses have been originally set out in the Terms.
- 21. COUNTERPART** This form may be executed in two or more counterparts, each deemed an original and all of which together shall constitute one and the same instrument.