



## 5. DECLARATION

The Entity hereby declares, confirms and agrees:-

- (a) that the information provided herein is accurate, complete and true and that we have not withheld any information material to our application to be registered as a PRS Entity with HLAM;
- (b) that we are bound by the PRS Entity Registration T&C, and that HLAM may vary, modify or amend (“Changes”) any of the terms and conditions from time to time and it shall be deemed to be effective and binding on us 30 days after HLAM has notified us of such Changes subject at all times to HLAM’s right to provide a shorter notice period where such Changes are required by law to be brought into effect immediately or at a sooner date. We understand that the Changes shall be posted on the HLAM website at [www.hlam.com.my](http://www.hlam.com.my) (“Website”) and HLAM’s notification will refer us to the Website and that it shall be our responsibility to read the Changes posted on the Website ; and
- (c) that has read, understood and does hereby accept the terms of HLAM’s Privacy Policy.

\_\_\_\_\_  
Authorised Signatory

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

\_\_\_\_\_  
Authorised Signatory

Name: \_\_\_\_\_

Designation: \_\_\_\_\_



\_\_\_\_\_  
Date

## 6. FOR DISTRIBUTOR USE ONLY

Distributor Name : \_\_\_\_\_

Distributor Code 

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Distributor’s Signature	Branch
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## 7. TERMS & CONDITIONS

### PART A: PRS ENTITY REGISTRATION TERMS & CONDITIONS

**1. APPLICATION** 1.1 By completing the PRS Entity Registration application form (“Application”), whether made available by Hong Leong Asset Management Bhd (“HLAM”), as the Manager or PRS Provider, as the case may be, in physical form or electronically via an online platform or system, as applicable, the Entity hereby acknowledges and accepts: - (a) the terms and conditions contained herein. The Entity further agrees to be bound by any variations or amendments to the T&C as notified and published from time to time at [www.hlam.com.my](http://www.hlam.com.my) (“Website”) (the terms and conditions herein and those posted on the Website are collectively referred to as, “PRS Entity Registration T&C”); (b) where applicable, the terms and conditions that govern access to and use of the web-based interface, if applicable, that is made available in the Website (“Portal”) including any variations or amendments published on the Portal from time to time; and (c) where applicable, any terms and conditions imposed or issued by the Private Pension Administrator (“PPA”) including any variations or amendments published from time to time on the webpage of PPA at [www.ppa.my](http://www.ppa.my) (“PPA Website”). 1.2 An Application will only be processed by HLAM upon its submission duly completed together with the relevant supporting documents. 1.3 Notwithstanding anything contained herein, HLAM may exercise their sole and absolute discretion, without assigning any reason or providing any notice to the Entity to accept, reject and/ or take such other actions as it deems fit and proper in connection with the Entity’s Application and/ or instructions. 1.4 With respect to any Application submitted via electronic systems/mode (online), HLAM may request the Entity to provide HLAM with the original duly completed physical Application, notwithstanding the Application may have been processed earlier by HLAM. Any failure to comply with this request shall entitle HLAM to take such action as it deems fit and proper.

**2. REPRESENTATIONS AND WARRANTIES** 2.1 The Entity hereby represents and warrants to HLAM the following: - (a) the PRS Entity Registration T&C constitute the entire understanding of the Entity in respect of Contributions (as defined in item 6) and the Entity has not relied upon any other advice, recommendation, information and/or representation (whether oral or in writing); (b) the Entity is neither engaged in any unlawful activity nor are the Entity’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 applicable anti-money laundering laws or provisions; (d) all documents, instructions and information provided shall be accurate, true and complete and the Entity undertakes to provide such information and documents as HLAM may reasonably require for due diligence and regulatory compliance purposes; (e) the Entity has the legal capacity and power to enter into this arrangement; (f) the Entity is not subject to any insolvency proceedings nor is it subject to any material proceedings that if brought to the attention or knowledge of HLAM may result in the arrangement being rejected or terminated; (g) the PRS Entity Registration T&C, each transaction and/or dealing (i) are binding on and enforceable against the Entity; and (ii) do not contravene or breach the provisions of any applicable law, rule and/or regulation; (h) the Entity is acting for and on behalf of the Beneficiary and the Entity is not the principal or the sole beneficial owner nor the trustee or nominee of the Beneficiary in entering into these terms and conditions, transactions and/or dealings; and (i) the Entity shall undertake to ensure that the Beneficiary is not in contravention of any anti-money laundering laws or provisions and the Entity further undertakes to HLAM that the requisite processes required under any anti-money laundering laws or provisions have been complied with. 2.2 Notwithstanding the generality of the foregoing the Entity shall be deemed to represent and warrant to HLAM at all material times that the representations and warranties contained above are accurate, true 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 envisaged thereafter entered into between the Entity and HLAM. It is the Entity’s responsibility to notify HLAM in writing if any of the representations and warranties made by the Entity is no longer accurate, true or correct.

**3. GOVERNMENT TAXES AND/OR STATUTORY/REGULATORY IMPOSED CHARGES, FEES ETC.** 3.1 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 sales and services tax, goods and services tax and other taxes by whatever name called, and any interest, fines or penalties in respect thereof. “Appropriate Authority” means any government or taxing authority. 3.2 The fees and/or all other monies to be paid by the Entity to HLAM under the terms and conditions herein, including any amount representing reimbursements to be paid by the Entity 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. 3.3 In the event the Entity is required by law to make any deduction or withholding from the fees and other monies payable to HLAM under the terms and conditions herein in respect of any Tax or otherwise, the sum payable by the Entity 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. 3.4 The Entity 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 Entity directly to any Appropriate Authority, which the Entity shall remit directly to the Appropriate Authority. 3.5 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 the terms and conditions herein by HLAM, a corresponding adjustment may at HLAM’s discretion be made as between HLAM and the Entity and in such event, any payment necessary to give effect to the adjustment shall be made. 3.6 All Tax as shall be payable by the Entity to HLAM as herein provided shall be paid at such times and in such manner as shall be requested by HLAM, failing which the Entity shall pay to 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. 3.7 The Entity 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(s) contemplated in the terms and conditions herein, the Entity agrees to provide its fullest cooperation to HLAM in assisting HLAM in complying with its obligations under the relevant laws. 3.8 The Entity 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 Entity to pay the Tax as set out herein, together with all loss, costs and expenses resulting from such breach. Nothing in the terms and conditions herein requires HLAM to pay any amount of fine, penalty, interest or other amount for which the Entity is liable for. 3.9 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 the 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.

## 7. TERMS & CONDITIONS (CONT.)

**4. COMMUNICATIONS** 4.1. HLAM may communicate with and send reports or such other notices or documents to the Entity using , electronic mail, short message service (SMS), announcements published on HLAM's website or portal, mobile application including messenger platforms or such other form or manner as determined by HLAM from time to time (collectively "Communications"). Unless HLAM states otherwise, the Entity shall only communicate with HLAM in writing and deliver instructions via post, by hand or via email to HLAM (collectively "Instructions"). 4.2 Communications and Instructions 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 sensitive, the Entity agrees to choose an alternative means of issuing Instructions that enables timely processing. Any such change in Communications shall be effective only upon receipt and acknowledgment thereof by HLAM. 4.3 Communications by HLAM to the Entity shall be deemed to be duly received by the Entity if the Communications are delivered, posted or transmitted to the last known contact details available in HLAM's records as provided by the Entity. The Entity acknowledges and agrees that it is the Entity's responsibility to immediately inform HLAM in writing of any changes to the Entity's correspondence/contact details. 4.4 In no event, however, shall HLAM be deemed to have received any Instructions given or sent by the Entity unless and until HLAM affirmatively confirms receipt of the same in writing (if applicable). Any Instruction verbally, electronically and/ or such method duly accepted by HLAM shall not be deemed to violate any applicable law including but not limited to any law requiring contracts to be made in writing. 4.5 HLAM is entitled (but not obliged) to verify and be satisfied with the identity of the Entity or any person acting on behalf of the Entity (whether authorised or otherwise) purporting to give any Instructions. HLAM shall be entitled to act in good faith, to act or otherwise, upon such Instructions from the Entity without requiring further written confirmation. All instructions and/or information given in writing to HLAM are binding on the Entity and/ or Beneficiary, where applicable. 4.6 HLAM shall be entitled to record any and all conversations between HLAM and the Entity and the Entity consents without any reservation, to the use of such recordings and transcript thereof by HLAM as conclusive evidence in any dispute between the Entity and HLAM. HLAM shall not be required to maintain copies of such recording or transcript. 4.7 It is the Entity's sole responsibility to ensure that all Instructions (including those Instructions communicated by the person acting on behalf of the Entity) are accurate, correct and clearly transmitted to HLAM.

**5. ELECTRONIC COMMUNICATION** 5.1. Unless the Entity has stated otherwise in the Application, the Entity agrees that any notice, demand or other document shall be delivered to the Entity electronically via email, short message service (SMS), mobile application, facsimile and/ or such other method as determined by HLAM ("Electronic Communication") based on the information as stated in the Application or the information last made known to HLAM by the Entity and shall be deemed to have been received by the Entity immediately upon successful transmission thereof notwithstanding any delay caused by mechanical or electronic failure or any reasons whatsoever. 5.2 The Entity acknowledges and accepts that any Electronic Communication to and from HLAM may be associated with the following risks: - (a) non-delivery for whatever reason; (b) the disclosure of confidential information to third parties (whether authorised or otherwise); (c) the Electronic Communication may not be transmitted via a private, secure link, may not be encrypted or contain such other security features; (d) unauthorised interception or modification by third parties; (e) the uninterrupted use of Electronic Communication cannot be guaranteed due to technical, maintenance or security reasons; and (f) other usual hazards or inherent risks arising out of or in connection with the Electronic Communication. 5.3 In the event there are any concerns or problems arising out of or in connection with the Electronic Communication, the Entity agrees that HLAM may use any other mode of Communications.

**6. CONTRIBUTION** 6.1. The Entity wishes to contribute for and on behalf of a person ("Beneficiary") into the relevant fund. 6.2 With respect to the contribution payments made by the Entity, the Entity undertakes and agrees: 6.2.1 to remit the following payments (whether partially or wholly) into the relevant fund: (a) as instructed, nominated or designated by the Beneficiary; (b) via payroll deduction, which includes but not limited to: (i) salary deduction (by employees); (ii) additional contribution; (iii) redirection of excess EPF portion by employer; (iv) partial or whole payment of bonus and/ or such other entitlement into the relevant fund; (v) matching; and/ or (vi) such other methods, which may be determined by the HLAM from time to time. (collectively referred to as "Contributions") 6.2.2 to remit part and/ or all of the Contributions on a timely basis to HLAM; and/ or 6.2.3 that it is the responsibility of the Entity to ensure that the amount, instruction and/ or information arising out of and/ or in connection with the Contributions are accurate, correct and/ or valid; 6.2.4 to maintain and retain for such period as required under the applicable laws, the records arising out of and/ or in connection with the Contributions. As and when requested by HLAM, the Entity shall provide the records to HLAM within the timeframe prescribed by HLAM, 6.2.5 that it will indicate the method of payment of Contributions in the relevant Application and/ or such in such other document as prescribed by HLAM from time to time; and/ or 6.2.6 should there be any dispute, conflict and/ or inconsistency arising from and/ or in connection with the contribution payments, the Entity understands and undertakes that it is the Entity's responsibility to resolve the aforementioned with the Beneficiary.

**7. PERSONAL DATA AND APPLICANT'S INFORMATION** 7.1. The Entity agrees that the Entity's personal data and information may be made available, without limitation, to HLAM's distributors, vendors, agents or advisors, the Hong Leong Group of Companies<sup>\*\*</sup>, all relevant and applicable authorities/regulators, and/ or any other person requiring the same for the performance of their services to HLAM or for the performance of the contract between HLAM and the Entity including, but not limited to, for the purposes of sharing information for credit, administration, reference, business development and marketing purposes. The Entity agrees and consents that HLAM may disclose the Entity's personal data or information to any or all of the parties stated above and may if necessary, do so notwithstanding that the recipient's place of business is outside Malaysia, or that such information following disclosure will be collected, held, processed or used by such recipient in whole or in part, in one or more locations outside Malaysia. Additionally, HLAM shall deal with the Entity's personal data and information in accordance with its prevailing privacy policy as may be amended or supplemented from time to time. The Entity hereby confirms that the Entity has read, understood and accepted HLAM's prevailing privacy policy<sup>\*\*\*</sup> and the Entity's continued holding of an account with HLAM and/ or any further investment made shall be deemed as acceptance of the terms and conditions. Institutional or corporate entity represent and warrant that in relation to any individual's personal data provided to HLAM, the Entity has obtained the individual's requisite consent for disclosure to and processing of such personal data by, HLAM pursuant to HLAM's prevailing privacy policy.

<sup>\*\*</sup> Hong Leong Group is defined as Hong Leong Company (Malaysia) Berhad and includes the subsidiaries, related companies and affiliates of HLAM.

<sup>\*\*\*</sup> For the most current version of the privacy policy at all material times, please refer to HLAM's website.

**8. ANTI-MONEY LAUNDERING, ANTI-TERRORISM FINANCING AND PROCEEDS OF UNLAWFUL ACTIVITIES ACT 2001** 8.1. The Entity hereby warrants that: - The Entity shall at all times adhere to and comply with the Anti-Money Laundering, Anti-Terrorism Financing And Proceeds of Unlawful Activities Act 2001 ("AMLA") including any amendments from time to time and any laws and regulations relating to anti-money laundering and anti-terrorism financing activities with respect to all transactions or matters whatsoever and howsoever arising whether directly or indirectly with HLAM, and in particular: - (a) HLAM shall be entitled to keep records of the Entity's transactions and to further disclose any information pertaining to the Entity, as may be required by law or any governmental or regulatory authority for purposes of compliance with anti-money laundering and anti-terrorism financing laws and regulations; and (b) the Entity undertakes to provide HLAM with all relevant information and documents, as and when requested, for purposes of identification of the Entity and verification of the source of funds; 8.2. No person other than the Entity has or will have any interest in the account (where applicable); 8.3 All monies as may be paid to HLAM from time to time shall come from a legitimate (and not illegal) source; 8.4 The Entity agrees to provide such information and documents as may be necessary to verify the Entity's identity and do all such acts and things as may be necessary to enable HLAM to comply with AMLA and the governing laws, rules and regulations (whether in Malaysia or elsewhere) and the Entity agrees that HLAM shall not be liable or responsible in anyway whatsoever and shall be held harmless for matters in relation thereto; 8.5 The Entity agrees that HLAM shall not be liable or responsible in any way whatsoever and shall be held harmless against any loss arising as a result of or in connection with any delay or failure to process any application or transaction if such information or documents requested by HLAM have not been promptly provided to HLAM; and 8.6 HLAM reserves the right to terminate the relationship if any documents requested pursuant to the AMLA requirements are not received within the requested period.

**9. SUSPENSION AND TERMINATION** 9.1. HLAM reserves its sole and absolute discretion to terminate any arrangement and/ or relationship with the Entity without any compensation, by giving seven (7) days written notice or if such termination is required by any relevant laws or authority, then termination may be issued to take effect immediately. 9.2 HLAM reserves the right to suspend, close or terminate any arrangement and/ or relationship with the Entity for any reason whatsoever at any time without assigning any reason whatsoever and without recourse notwithstanding any terms stating otherwise. In the event of suspension, HLAM need not stipulate a time period for the suspension. Any termination or suspension of any arrangement and/ or relationship with the Entity or any of the services offered by HLAM or any part thereof (with or without cause), whether or not following termination, shall be without prejudice to the right of HLAM to settle any transactions entered into or to settle any liability incurred on behalf of the Entity prior to termination at the discretion of HLAM. HLAM shall be entitled to cancel any unexecuted instructions. The Entity shall remain liable for all resulting costs, losses and expenses incurred.

**10. LIABILITY & INDEMNITY** 10.1. Neither HLAM nor any of HLAM's directors, employees, agents, contractors, shall be liable for any direct, indirect, special or consequential damages which may be suffered and/ or to be suffered by the Entity, such as, but not limited to, loss of anticipated profits or other anticipated economic benefits, whatsoever or howsoever caused, (whether in contract or in tort) arising directly or indirectly in connection with or arising out of the Application and the PRS Entity Registration T&C, save where such damages or loss was caused by fraud or wilful default on the part of HLAM. 10.2 The Entity hereby indemnifies and hold harmless HLAM and any of their agents against any actions, proceedings, claims, losses, damages and costs and expenses which may be brought against, suffered or incurred by any or all of them arising either directly or indirectly out of or in connection with the Application, any claims made by a Beneficiary or arising from HLAM's performance of services, the Beneficiary's account or in connection with any Instructions given by or on behalf of the Entity unless due to fraud or wilful default of HLAM. 10.3 Notwithstanding any loss or damage that the Entity might incur for any reason whatsoever (including, without limitation, all damages referenced in clauses 10.1 and 10.2 above), the total aggregate liability of HLAM and any of HLAM's directors, employees, agents, contractors, consultants in connection with any claims (for loss or damage) made by the Entity shall not exceed the fees and commissions paid by the Entity to HLAM during the six (6) months immediately preceding the Entity's first written claim in relation to the loss or damage. Notwithstanding the preceding sentence, HLAM's maximum amount of liability to each Entity in each calendar year shall not exceed Ringgit Malaysia Five Thousand (RM5,000.00).

**11. AMENDMENTS** 11.1. HLAM may in its absolute discretion amend, change, modify or vary ("Changes") any of the PRS Entity Registration T&C and such Changes shall come into effect thirty (30) days after HLAM has notified the Entity of such Changes subject at all times to HLAM's right to provide a shorter notice period where such Changes are required by law to be brought into effect immediately or at a sooner date. 11.2 The Entity understands that the Changes shall be posted on the Website and HLAM's notification will refer the Entity to the Website and that it shall be the Entity's responsibility to read the Changes posted on the Website 11.3 The relevant provisions of these terms and conditions shall thereafter be deemed to have been changed, amended or varied accordingly and shall be read and construed as if such changes, amendments or variations had been incorporated in and had formed part of the PRS Entity Registration T&C at the time of execution hereof. 11.4 In addition, when using any particular services, the Entity may be subject to guidelines, rules, product requirements and/ or sometimes, additional terms applicable to such services. All such guidelines, rules, product requirements and additional terms are hereby incorporated by reference into the PRS Entity Registration T&C. By continuing to maintain any arrangement and/ or relationship with HLAM and/ or by continuing to invest with HLAM, the Entity is deemed to have accepted and agreed to, at all material times, all of HLAM's prevailing terms and conditions as posted on the Website for its accounts and any related services as amended or supplemented from time to time. 11.5 In the event of any inconsistency in the terms and conditions or any interpretations thereof between the various versions, the latest terms and conditions in respect of the relevant subject matter as published on the Website shall prevail.

**12. SEVERABILITY** 12.1. Each of the provisions contained herein is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, void and/ or illegal, the enforceability of the remaining provisions hereof shall not in any way be effected or impaired thereby.

**13. SUCCESSORS BOUND** 13.1. The PRS Entity Registration T&C and the rights and obligations created under it shall be binding upon and inure solely for the benefit of the Entity or HLAM (as the case may be) and their respective heirs, personal representatives, successors in title and permitted assigns of the Entity or HLAM (as the case may be).

**14. GOVERNING LAW** 14.1. The PRS Entity Registration T&C shall be read and construed in accordance with the laws of Malaysia and the parties hereby submit to the exclusive jurisdiction of the courts of Malaysia.

**15. DIGITAL / ELECTRONIC SIGNATURE** 15.1. The receipt by HLAM of a duly completed Application from the Entity via electronic mail (in any format deemed acceptable by HLAM) may have the same effect as an original duly completed physical Application. 15.2. HLAM may allow or stipulate the use of digital or electronic signatures from time to time and the Entity agrees and accepts that the use of digital or electronic signatures shall have the same force and effect as manual signatures.

**16. ANTI-BRIBERY AND CORRUPTION POLICY** 16.1. The Entity acknowledges that HLAM practices a zero-tolerance position towards any form of bribery and corruption in line with its Anti-Bribery and Corruption Policy ("ABC Policy") available at HLAM's Website and does not condone or consent to the Entity corruptly authorising, giving, agreeing to give, promising, offering, soliciting, receiving, or agreeing to receive any gratification (as defined in Malaysian Anti-Corruption Commission Act 2009 ) whether for the benefit of itself or of another person, including HLAM. 16.2 The Entity shall, and where applicable, shall cause its directors, officers, employees, agents and contractors to comply with HLAM's ABC Policy and all applicable anti-bribery and corruption laws and regulations ("Anti-Bribery Laws"). 16.3 The Entity shall immediately notify HLAM of any non-compliance or attempted non-compliance with HLAM's ABC Policy and/ or Anti-Bribery Laws affecting HLAM. The Entity may also report the same through HLAM's whistleblowing channel available at HLAM's Website. 16.4 If the Entity is in non-compliance with or has breached HLAM's ABC Policy and/ or Anti-Bribery Laws, HLAM shall be entitled to suspend or terminate the Entity's Account with immediate effect and without prejudice to any other rights or remedies of HLAM.

**17. FEES, CHARGES AND EXPENSES** 17.1 The Entity shall be responsible for the payment of any charges, fees, costs, expenses and other liabilities properly payable or incurred by HLAM. 17.2 HLAM reserves the right to impose additional administration related expenses that may be incurred in carrying out any Instructions given by the Entity. 17.3 HLAM shall not be liable to pay any interest/profit to the Entity for any monies held by HLAM for the Entity for any reason whatsoever.