

## TERMS AND CONDITIONS

# ACCOUNT OPENING

## 1. General

- 1.1 The Applicant shall be bound by these terms and conditions: (a) (i) for unit trust fund, also bound by the relevant Product Highlight Sheet and Prospectus including any supplemental and replacement Prospectus; and (ii) for wholesale fund, also bound by the relevant Product Highlight Sheet and Information Memorandum including any supplemental and replacement Information Memorandum, whichever is applicable, (collectively referred to as “Offering Document”) for each of the relevant unit trust fund(s) or wholesale fund (collectively referred to as “Fund(s)”) in respect of all transactions. Where there are any disputes, issues and/ or conflicts between these terms and conditions and the terms and conditions contained in the Offering Documents, the terms and conditions contained in the Offering Documents shall prevail to the extent of such disputes, issues and/ or conflicts. Aside from these terms and conditions, the Applicant further agrees to be bound by all the terms and conditions pertaining to transactions as stated in such forms and/ or an online platform/system prescribed by Principal (collectively referred to as “Application”).
- 1.2 Principal Asset Management Berhad (“Principal”) shall be entitled at any time and without prior reference to the Applicant to add, vary or amend any or all the terms and conditions stated herein at its sole and absolute discretion and without any compensation to the Applicants.

## 2. Applicants/Joint Applicants/Non-Individual Applicants

- 2.1 The Applicant including a non-individual Applicant warrants that the Applicant has the capacity, power and all necessary authorization under the laws of the jurisdiction to which they or their organisation is subject to validly invest in the Fund(s) under such laws.
- 2.2 All Applicants (including joint Applicants) must be 18 years old and above as at the date of the Application. Application by the individual or joint Applicants must be accompanied by a copy of the Applicant's identity card/passport and/or such other documents as Principal may require from time to time.
- 2.3 For Applicant(s) who are corporations or organisations, the corporation(s) common seal must be affixed if required by the corporations constituent documents and the corporations or organisations filling the application under hand of an official must sign and state the official's representative capacity supported by the original Board of Directors' Resolution or such other equivalent document by whatever name so called (collectively referred to as “Resolution”) that is acceptable to Principal that authorises such person to operate the account and approves investment in the relevant Fund(s). In addition to the aforementioned, the Applicants who are corporations must attach an original or certified true copy of the Constitution or Memorandum and Articles of Association (whichever applicable), Resolution, such statutory documents and copies of the identity card/passport or equivalent identification and specimen signatures of the authorised persons. A corporate Applicant shall promptly notify Principal of any changes that may be made from time to time to the list of its authorised persons. Until Principal has received the Applicant's notification of such changes, Principal is entitled to rely on the last list of authorised person on the record with Principal. Principal shall have the right to request any other documents or evidence before acting on any such change.

### 3. Investment

- 3.1 Cheques for investment must be made payable to -PRINCIPAL ASSET MANAGEMENT BERHAD FOR <NAME OF INVESTOR AS PER IDENTIFICATION DOCUMENT>. At the back of the cheque, please write your full name, new NRIC number, name of fund, account number and telephone number.
- 3.2 The Applicant undertakes not to make payment via physical cash for unit trust investment.
- 3.3 Without prejudice to the generality of the foregoing, all Unit Trust Scheme Consultants (“Consultant”) of Principal are prohibited from receiving from any party monies for unit trust investment (whether by way of cash or cheque or any other instrument made out in favour of the unit trust consultant) for their onwards transmission to Principal and in the event that the Applicant does hand over such monies to the unit trust consultant, the unit trust consultant shall for the purposes of such transmission of monies to Principal, be your unit trust consultant and not Principal’s and Principal shall not be liable for any loss whatsoever occasioned to the Applicant or any other person as a result of the Applicant handing over such monies to the said Consultant. We are under no obligation to accept payments for unit trust investment via unit trust consultant of Principal or any third party and may at Principal’s sole and absolute discretion reject any such payments.

### 4. Savings Plan (If Applicable)

- 4.1 The Applicant may use the following banks' auto debit/standing instruction for additional investment.

Bank	Deduction Date	Bank	Deduction Date
CIMB	10 <sup>th</sup> or 20 <sup>th</sup>		
MBB	14 <sup>th</sup> or 28 <sup>th</sup>		
		MEPS*	8 <sup>th</sup> or 16 <sup>th</sup>

*\*For banks other than CIMB and MBB*

- 4.2 Regular Savings Plan (digital subscriptions)  
Where the Applicant subscribes to a regular savings plan via Principal’s online platform/system, the recurring payments shall be deducted on the following dates:

Payment Channel	Deduction Date*
iPay88	27 <sup>th</sup> , 28 <sup>th</sup> or 29 <sup>th</sup>

*\*This depends on the response times of the selected bank*

### 5. Employees Provident Funds ("EPF") Investment Scheme - Declaration by Applicant

- 5.1 The Applicant is below 55 years of age and at the point of the Application, the Applicant has not applied/will not be doing so in the next 14 days, for any type of withdrawal from my EPF Account 1. (e.g. investments in annuity scheme, Government shares, unit trust with Principal or other management companies or any other form of investments).
- 5.2 The Applicant also confirm that the disbursement date of the Applicant’s last withdrawal from EPF Account 1, if any, is at least 3 months from the Application.

- 5.3 Subject to this declaration and complete submission of documents, the Applicant acknowledges that Principal reserves the right to:
- 5.3.1 create units in the Applicant's name based on forward pricing on the date Principal receives the Applicant's documents in full; and
  - 5.3.2 cancel the above units created in the Applicant's name and the Applicant consent to this cancellation should the EPF monies not be received by Principal within a period of 60 days from the date of this application.
- 5.4 The Applicant understands that if the Applicant re-submits a fresh Application in the event of EPF rejection, Principal has the right to process the Applicant's Application based on forward pricing on the date Principal receives the Applicant's fresh Application.

## 6. Rights of Principal

- 6.1 Principal reserves the right to accept or reject any Application in whole or in part thereof without assigning any reason in respect thereof, without compensation to the Applicant and the duly completed Application received by Principal is deemed irrevocable by the Applicant.
- 6.2 Notwithstanding anything contained herein, Principal shall be at liberty to disregard or refuse to carry out any of the Applicant's instruction if the carrying out of such instructions, would be in contravention of any existing laws or regulatory requirements, whether or not having the force of law and/or would or may expose Principal to any liability (whether valid or otherwise).

## 7. Instructions/Voice Recordings

- 7.1 All instructions given by the Applicant shall be in writing by completing Principal's prescribed Application and delivered or sent by facsimile transmission or via a platform /system designated by Principal, whichever is applicable, by persons authorised to give instructions (being the Applicant or, in the case of a joint account, as provided overleaf failing which the provision in the relevant Offering Document shall apply, and references to "Applicant" in these term and conditions shall include such person authorised to give instructions and the joint Applicant, if any) are binding on the Applicant or, as the case may be, the joint Applicants. Principal shall have no obligation to verify the authenticity of any such instructions or the identity of any person giving such instructions.
- 7.2 Applicant(s) must submit a written request or the prescribed Application to Principal to change their personal records. Principal shall have the right to request any other documents or evidence before acting on any such change. Any instruction or communication given to Principal shall only take effect upon actual receipt by Principal and during the normal working hours of Principal.
- 7.3 Principal shall be entitled to use voice recording devices to record telephone instructions communicated to it and such recording(s) may constitute evidence of the instructions.

## 8. Distribution Instruction

- 8.1 For EPF Plan, all distribution will be automatically reinvested.
- 8.2 For Cash Plan, all distribution will be as per the provision in the relevant Offering Document, unless written instructions to the contrary are communicated by the Applicant to Principal.
- 8.3 Distribution payout to the unitholder, if any, which remain unclaimed for 6 months will be automatically be reinvested into the Fund based on the prevailing NAV per unit of the Fund.

## 9. Fees, Charges and Expenses

- 9.1 Principal reserves the right to impose additional administration related expenses that may be incurred in carrying out any instructions given by the Applicants.
- 9.2 The Applicant shall be responsible for the payment of any charges, fees, costs, expenses and other liabilities properly payable or incurred by Principal and in holding or executing transaction in respect of any of the units.
- 9.3 Principal shall not be liable to pay any interest to the Applicant for any monies held by Principal for the Applicant for any reason whatsoever.

## 10. Unit Trust Scheme Consultants

- 10.1 The Applicant should ensure that the Consultant servicing the Applicant has a valid authorisation and registration card.
- 10.2 If a Consultant is named in the Application, Principal is entitled to process any instructions received from such Consultant without further reference to the Applicant unless Principal has received prior written instructions to the contrary from the Applicant.
- 10.3 Principal shall not be responsible for any action or omission on the part of the unit trust consultant and shall be under no obligation to verify the authenticity of the instructions received or to determine whether or not such instructions were authorised. The Applicant shall have no right of action against Principal in connection with the execution by Principal of such instructions and undertakes not to make any claim against Principal in connection thereof.

## 11. Notices

- 11.1 Any instruction or communication to be given by the Applicant to Principal shall be in writing and sent to such address as may be notified by Principal from time to time to the Applicant and shall take effect upon actual receipt by Principal and during the normal working hours of Principal.
- 11.2 All written communication from Principal to the Applicant shall be sent to the last address notified by the Applicant.

## 12. Confirmation Advices / Statements

- 12.1 These shall be sent at the risk of the Applicant to the Applicant's address or details as in our register. If the Applicant fails to notify Principal in writing of any errors in the confirmation advice within 14 days, or in the statement within 21 days of issue, the Applicant shall be deemed to have waived any right to raise any objection or to pursue any remedies against Principal or the Trustee.
- 12.2 Electronic Medium as the Default Communication Mode
  - 12.2.1 To the extent permitted under the applicable laws, any and all statements, notices, fund reports and such other documents as determined by Principal from time to time (collectively referred to as "Documents") in relation to the Applicant's investments shall be delivered to the Applicant's electronically by default.

- 12.2.2 All electronic communication from Principal to the Applicant shall be sent to the last address or contact details notified by the Applicant in Principal's record.
- 12.2.3 The Applicant accepts and agrees that any communication with or by the Manger may not be transmitted via a private or secure link or in encrypted form and therefore may be subject to the usual hazards and inherent risk arising out of and/ or in connection with internet communication. Also, Principal cannot guarantee that any communication has not been the subject of unauthorised interception or modification by any third party. If the Applicant has any doubts or require clarification about the Applicant's Documents, the Applicant's should notify Principal as soon as possible for assistance.
- 12.2.4 If the Applicant fails to notify Principal in writing of any errors in any confirmation advice received from Principal within 14 days, or in any statement within 21 days of issue by Principal, the Applicant shall be deemed to have waived any right to raise any objection or to pursue any remedies against Principal.
- 12.2.5 Notwithstanding the abovementioned, the Applicant's may notify Principal in writing should the Applicant's wish to continue receiving physical copy of the Documents.

## 13.Set Off

- 13.1 Principal is entitled to set off any monies due to the Applicant in relation to the account against any debts or liabilities due and/or owing by the Applicant to Principal from time to time.

## 14.Liability

- 14.1 Neither Principal nor any of its directors, officers, employees, agents (including a Consultant) and any of its affiliates shall be liable for any direct, indirect, special or consequential damages which may be suffered and/or to be suffered by the Applicant, 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 these terms and conditions or the units and/or the application of the units.

## 15.Indemnity

- 15.1 The Applicant hereby agrees to fully indemnify Principal, its employees and Consultant (collectively "Indemnified Parties") against any and all direct and indirect losses, damages, claims, costs (on a full indemnity basis including but not limited to legal costs), fees, expenses and/ or liabilities by whatever name so called and howsoever suffered and/ or incurred by the Indemnified Parties arising out of and/ or in connection with this Application.

## 16.Severability

- 16.1 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 affected or impaired thereby.

## 17.Successors Bound

- 17.1 This Application shall be binding upon the heirs, personal representatives, successors in title and permitted assigns of the Applicant.

## 18.Applicable Law

18.1 These terms and conditions shall be governed by and construed in accordance with the Laws of Malaysia.

## 19.Online Services (If Applicable)

19.1 In relation to using Principal's online services and any other new services which Principal may introduce in the future, the Applicant will be sent a Personal Identification Number ("PIN") and that the Applicant is responsible for the confidentiality of the PIN.

19.2 Access to such online services and any other new service which Principal may introduce in the future, will only be given to any person who uses the PIN and complies with all security procedures specified by Principal from time to time.

19.3 Principal shall have the right to suspend access or cancel the online services and any other new services which Principal may introduce in the future, at any time, without notice and/or compensation to the Applicant.

19.4 The online services and any other new services which Principal may introduce in the future, where applicable, are subject to the terms and conditions contained therein.

## 20.Declaration by Joint Applicant (If Applicable)

21.1 We permit all transactions and declarations given to be based on this authorisation provided. We acknowledge that any changes to this shall not be done unilaterally and shall be communicated in writing to Principal and duly acknowledged.

21.2 Multiple signatories who elect to have either Applicant (signatory) operate the account (which includes switching, redemption, transfer and/or such other request or instructions), will bind the other Applicant(s) to all future applications, withdrawals and request for changes.

21.3 In case of the death of one unit holder, the surviving Applicant will be the only person recognised by Principal and the Trustee as having any title to or interests in the units (except where the units have been pledged as collateral to a licensed financial institution).

## 21.Declaration by Applicant

21.1 Declaration by Applicant on Anti-Money Laundering & Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 (AMLATFPUAA)

21.1.1 I/We shall at all times adhere to and comply with AMLATFPUAA with respect to all transactions or matters whatsoever and howsoever arising whether directly or indirectly with Principal, and in particular:-

- a) Principal shall be entitled to keep records of all my/our transactions and to further disclose any information pertaining to me/us, as may be required by law or any governmental or regulatory authority for purposes of compliance with AMLATFPUAA; and
- b) Undertake to provide Principal with all relevant information and documents, as and when requested, for purposes of identification of me/us and verification of the source of funds under the "Know Your Client" principle.

21.1.2 I/We further confirm that all monies paid to Principal come from lawful sources and not from unlawful activities.

## **21.2 Declaration by Applicant on Foreign Account Tax Compliance Act (“FATCA”) Declaration for Unit Trust and PRS Products.**

- 21.2.1 The Applicant hereby confirm that the Applicant is not a US resident/US citizen/US permanent resident/US tax resident or not an US entity/legal entity with US directors/shareholders with more than twenty-five percent (25%) ownership/US person(s) as beneficial owner(s) and hereby declare that the confirmation provided by the Applicant in this Application as of date is true, accurate and complete.
- 21.2.2 Where required and subject to any applicable local laws, the Applicant also consent for Principal, its parent or ultimate holding company or any of its affiliates (including branches) to share the Applicant’s information with domestic or overseas regulators or tax authorities where necessary to establish the Applicant’s tax liability in any/or the relevant jurisdiction.
- 21.2.3 Where required by domestic or overseas regulators or tax authorities, the Applicant’s also understand and agree that Principal may be required to obtain additional documents and/or forms, which the Applicant/authorized signatory/director(s) will sign, if the Applicant/shareholders/director(s) are subject to the relevant jurisdiction’s requirements.
- 21.2.4 The Applicant also agree and undertake to notify Principal within thirty (30) days, or provide additional information if requested by Principal, if there is any change in the information which the Applicant has provided to Principal.
- 21.2.5 Where in the event of any indication that the Applicant may be deemed as possibly US person(s)/ US tax resident, whether individual or entity wise, the Applicant is required to complete the relevant form for individual or entity respectively and return the completed form with the supporting identification document(s) to Principal within thirty (30) days of Principal’s request. Failure to do so shall render Principal the right to terminate the business relationship with the Applicant.

## **22.1 Declaration by Applicant on Unit Trust Loan Financing Risk Disclosure Statement.**

### **Investing in a Unit Trust Fund with borrowed money is more risky than investing with the applicant’s own savings**

- 22.1.1 The Applicant should assess if loan financing is suitable for the Applicant in light of the Applicant’s objectives, attitude to risk and financial circumstances. The Applicant should be aware of the risks, which would include the following:
- 22.1.2 The higher the margin of financing (that is, the amount of money the Applicant borrow for every ringgit of the Applicant’s own money which the Applicant put in as deposit or down payment), the greater the loss or gain on the Applicant’s investment.
- 22.1.3 The Applicant should assess whether the Applicant has the ability to service the repayments on the proposed loan. If the Applicant’s loan is a variable rate loan, and if interest rates rise, the Applicant’s total repayment amount will be increased.
- 22.1.4 If unit prices fall beyond a certain level, the Applicant may be asked to provide additional acceptable collateral (where units are used as collateral) or pay additional amounts on top of the Applicant’s normal instalments. If the Applicant fail to comply within the time prescribed, the Applicant’s units may be sold towards the settlement of the Applicant’s loan.
- 22.1.5 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 Applicant eventually realise a gain or loss may be affected by the timing of the sale of the Applicant’s 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.

- 22.1.6 This brief statement cannot disclose all the risks and other aspects of loan financing. The Applicant should therefore carefully study the terms and conditions before the Applicant decide to take a loan. If the Applicant is in doubt about any aspect of this risk disclosure statement or the terms of the loan financing, the Applicant should consult the institution offering the loan.

## 23. Declaration by Consultant

- 23.1 I/We agree to abide by all relevant policies of Principal, applicable laws, all applicable guidelines and regulations including amendments as may be in force from time to time.
- 23.2 I/We hereby confirm that I/we have sighted the original personal identity documents (i.e. either National Registration Identification Card or Passport) of the Applicant(s) and I/we have satisfactorily completed the verification of the identity of the Applicant(s) and the names, addresses, contact numbers, occupation and/or nature of business shown on the Application correspond with my/our records, and agree to make such relevant documentation available to Principal on request.
- 23.3 I/We hereby confirm that I/we:(a) witnessed the signature of the Applicant(s); (b) witnessed the uploading/downloading of the Applicant(s) identification documents including but not limited to National Registration Identification Card or Passport on to the Application and/ or (c) I/we confirm that the particulars provided by the Applicant(s) in the Application are true and correct.

Important Note:

You are required to satisfactorily verify the identities and addresses of all parties and have adequate records to demonstrate that fact under the Anti Money Laundering and Counter Financing of Terrorism, Guidelines and/or Regulations. You should ensure that the names and address of the Applicant(s) are accurate and complete and in accordance with the relevant records.

### Specific Terms & Conditions Relating to the Distribution of Third Party Funds (If Applicable)

## 24. Transactions

- 24.1 The Applicant hereby agrees that Principal shall be a bare custodian and not a trustee to hold and act for and on behalf of the Applicant in relation to any units of such Funds as may be invested in from time to time by the Applicant and Principal shall not recognise any trust or equity in respect of the units registered in the name of Principal at the Applicant's request.
- 24.2 The Applicant hereby appoints Principal as nominee to apply and undertake any authorised transactions on behalf of the Applicant in relation to the funds.
- 24.3 Principal will hold the purchased units as registered unit holder for and or behalf of the Applicant and is authorised to request payment of and receive all dividends and other payments or distributions in relation to the units.
- 24.4 Transactions for the units may be aggregated and consolidated either daily or from time to time by Principal with such transactions as placed or sent by Principal to the relevant manager of the Fund.
- 24.5 All transactions with respect to the units effected by Principal for the Applicant shall be according to the terms of the relevant Offering Document and applicable laws.



- 24.6 Principal will issue a statement of account to the Applicant providing a summary of all transactions made by the Applicant during the relevant period and at such times as may be determined by Principal from time to time.
- 24.7 Upon termination of the distribution of a third party fund, the Applicant agrees and acknowledges that Principal will cease to be the bare custodian and/or nominee of the Applicant. Any existing units will be transferred to the Applicant at the cost and expense of the Applicant. The Applicant agrees and acknowledges that Principal and/or the relevant fund manager are authorised to do all things necessary to effect such transfer and that the Applicant shall fully co-operate with Principal and/or the relevant fund manager in effecting such transfer.

## 25. Instructions

- 25.1 Principal may rely and act on any instruction or communication which purports to have been given (and which is reasonably accepted as having been given) by or on behalf of any person notified by the Applicant from time to time, as being authorised to instruct Principal in respect of the units by telephone, facsimile or in writing whether or not the authority of any such person shall have been terminated. All instruction or communication given to Principal must be made prior to any specified cut-off times failing which such instruction or communication shall be deemed to have been received by Principal at the next business day.
- 25.2 Principal shall deal with the units according to the Applicant's instructions unless Principal notifies the Applicant that Principal believes that compliance with such instructions may not be practicable, advisable or may involve either party in a contravention of any applicable law, rule, guideline or regulation.
- 25.3 Principal will not be responsible for any loss arising from complying with instructions and the Applicant shall indemnify Principal in full in respect of any matter arising from such instructions.

## 26. Terminations

- 26.1 Principal may, without any compensation to the Applicants, terminate these arrangements set out in this terms and conditions by giving 14 days written notice to the Applicant or by immediate notice if so required by any relevant authority or the relevant management company of any of the Fund(s).
- 26.2 Upon termination, unless provided otherwise by the agreement between Principal and the relevant manager of the third party fund, Principal shall be entitled in its absolute discretion to deal with the units held by Principal for the Applicant, notice of which shall be given to the Applicant. In the event of a transfer of all the units to the Applicant, such transfer shall be at the cost and expense of the Applicant and the Applicant shall do all things necessary to effect such transfer.

## 27. Delegation

- 27.1 Principal may delegate any of its functions contained herein to any person/body and may provide information about the Applicant and the units to such person/body.

## 28. Assignment

- 28.1 The Applicant shall not assign any of its rights and interest contained herein or the units without the written consent of Principal.

## 29. Others

- 29.1 No warranty is given by Principal as to the performance or profitability of the units or any part thereof.
- 29.2 Principal shall have no duty or responsibility towards the Applicant but shall not be precluded from acting in their absolute discretion with regards to voting in respect of any of the units.
- 29.3 The Applicant further acknowledges that the Applicant is aware of the contents of the Offering Document and shall not be entitled to any interest and right under such Offering Document against Principal or the relevant management company of the Fund(s) or the trustee(s) of such Fund(s).
- 29.4 Principal has the absolute discretion to decide whether or not to make available to the Applicant any benefit in relation to the units which is ordinarily accorded to the registered unit holders of any of the Fund(s).
- 29.5 In the event that due to any proposed restructuring or merger exercise affecting Principal, the business or operations of Principal or any part thereof are to be taken over by another entity ("New Entity") it is hereby agreed that Principal shall be entitled to assign and/or transfer its rights, obligations, interests and liabilities under the Application to the New Entity and upon written notice being given to the Applicant, the New Entity shall assume all such rights, obligations, interests and liabilities in lieu of Principal under this Agreement and in connection therewith the Applicant hereby agrees that Principal shall have the right and is hereby authorised to transfer all units held by Principal pursuant to the Application forthwith to the New Entity for this purpose.
- 29.6 In the event of any inconsistency between the English and Malay language version of the Application, the English language version of the Application shall prevail.

## 30. Personal Data

- 30.1 Pursuant to the Personal Data Protection Act 2010, please take note that it is mandatory for the Applicant to provide Principal with the information requested within the Application, the PRS Joint Account Opening Form, where applicable. However, the following personal information requested within the respective forms are optional:-

Client Registration Form	Account Opening Form	PRS Joint Account Opening Form
Gender	Faz No.	Salutation
Salutation	Relationship to First Applicant	Mother's Maiden Name
Marital Status		
No. of Dependent		
Mother's Maiden Name		
Employer Address		
Fax No.		
Spouse Details		

30.2 Please note that the following clauses will form part of the terms and conditions governing your account with Principal in line with the Personal Data Protection 2010.

30.2.1 Privacy Clause (for Individual Applicant(s))

- a) the Applicant hereby confirm that you have read, understood and agreed to be bound by Principal's Privacy Notice (at such designated website as notified by Principal from time to time) and the clauses herein, as may relate to the processing of the Applicant's personal information. For the avoidance of doubt, the Applicant's agree that the said Privacy Notice shall be deemed to be incorporated by reference into this Application.
- b) In the event the Applicant provide personal and financial information relating to third parties, including information relating to the Applicant's next-of-kin and dependents (where the Applicant is an individual) or information relating to the Applicant's directors, shareholders, officers, individual guarantors and security providers (where the Applicant is a corporation), for the purpose of opening or operating the Applicant's account(s)/investments with Principal or otherwise subscribing to Principal's products and services, the Applicant (i) confirm that the Applicant has obtained their consent or are otherwise entitled to provide this information to Principal and for Principal to use it in accordance with this Application; (ii) agree to ensure that the personal and financial information of the said third parties is accurate; (iii) agree to update Principal in writing in the event of any material change to the said personal and financial information; and (iv) agree to Principal's right to terminate this Application should such consent be withdrawn by any of the said third parties.
- c) Where the Applicant instruct Principal to effect any sort of cross-border transaction (including to make or receive payments), the details relevant to the cross-border transaction (including information relating to those involved in the said transaction) may be received from or sent abroad, where it could be accessible (whether directly or indirectly) by overseas regulators and authorities in connection with their legitimate duties (e.g. the prevention of crime). In instructing Principal or agents to enter into any cross-border transaction on the Applicant's behalf, the Applicant agree to the above said disclosures on behalf of the Applicant and others involved in the said cross-border transaction.
- d) The Applicant may use a credit reporting/reference agency to help make decisions, for example when Principal need to (a) check details on applications for credit and credit-related or other facilities; (b) manage credit and credit-related accounts or facilities, including conducting reviews of the Applicant's portfolio(s); and/or recover debts. The Applicant's will be linked by credit reporting/reference agencies to any other names the Applicant use or have used, and any joint and several applicants. Principal may also share information about the Applicant and how the Applicant manage the Applicant's account(s)/investment(s) with relevant credit reporting/reference agencies.
- e) Even after the Applicant has provided Principal with any information, the Applicant will have the option to withdraw the consent given earlier. In such instances, Principal will have the right to not provide or discontinue the provision of any product, service and/or account(s) and/or investment(s) that is/are linked with such information.
- f) Principal reserves the right to amend this clause from time to time at Principal's sole discretion and shall provide prior notification to the Applicant in writing and place any such amendments on Principal's websites and/or by placing notices at prominent locations within Principal's branches.
- g) This clause shall be without prejudice to any other clause in this Application which provides for the disclosure of information.

30.3 Privacy Clause for (for Non-Individual Applicant(s))

30.3.1 The Applicant hereby irrevocably consent and authorise, and confirm that the Applicant have duly obtained the Applicant's directors, shareholders, officers, guarantors and/or such other relevant persons consent and authority, for Principal:

- a) to be provided information (inclusive of relevant personal information of the said directors, shareholders, officers, guarantors and/or relevant persons) as may be required by Principal for use in accordance with this Application;
- b) to carry out the necessary reference checks including but not limited to credit reference/reporting checks to further ascertain the Applicant's status and the Applicant's subsidiaries, directors, shareholders, officers, guarantors and/or such other relevant persons;
- c) to disclose the said directors, shareholders, officers, guarantors and/or relevant persons personal information to the classes of parties described in Principal's Privacy Notice; and
- d) to provide the said directors, shareholders, officers, guarantors and/or relevant persons with information on Principal's products, services and/or offers (inclusive of the products, services and offers of entities within the Principal Group) which may be of interest and/or financial benefit to them,

at Principal's sole discretion without further reference to the Applicant, the Applicant's subsidiaries, directors, shareholders, officers, guarantors and/or relevant persons. The Applicant's agree to undertake the responsibility to update Principal in writing should there be any change to the personal and financial information relating to the said directors, shareholders, officers, guarantors and/or relevant persons. Should the said consent and/or authority be subsequently revoked by any of the said directors, shareholders, officers, guarantors and/or relevant persons, the Applicant's agree that Principal shall have the right to terminate its products and/or services.

30.4 Please refer to Principal's Privacy Policy as available at our website [www.principal.com.my](http://www.principal.com.my):

## 31. Personal Data

The Applicant hereby declare that the Applicant is a Sophisticated Investor(s) (Please refer to the definition of Sophisticated Investor in our website at [www.principal.com.my](http://www.principal.com.my) or the relevant information memorandum) in accordance with Part 1, Schedule 6 and 7 of the Capital Market and Services Act 2007 including any amendment thereof and the Applicant further represent and warrant to Principal that the Applicant is qualified to invest in the relevant wholesale funds.

**Thank you for reading these terms and conditions. If you require any assistance, please do not hesitate to contact our Customer Care Centre at 03-7718 3000.**