

KIBB RAKUMARGIN DECLARATION BY CUSTOMER

I hereby solemnly declare, acknowledge that I have read and fully understand the following :-:

- a. I understand that KIBB may at its absolute discretion approve the opening of my account at any of KIBB's branches or reject my application without assigning any reason whatsoever.
- b. I am over eighteen (18) years old and am neither insolvent nor an undischarged bankrupt. I do not have any criminal records nor any litigation cases pending against me for any debt due and I have not been declared a defaulter at any time to date.
- c. The particulars and information including any relevant document given in this declaration and other related documents are true and correct and I have not withheld any material facts or information from KIBB. I undertake to furnish KIBB with such additional particulars including any relevant document as KIBB may require from time to time. I further authorize KIBB to verify the information given by me from any source (including third parties and regulatory bodies) and in such manner as KIBB shall deem fit. I undertake to inform KIBB in writing should there be any change(s) to my particulars declared in this declaration and provide the relevant documentation.
- d. I confirm to KIBB that I am not involved in any money laundering activities and/or terrorism financing activities within the meaning of Section 3 of the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001. I further agree and accept that KIBB has a legal obligation under the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 (including any amendments to such law, and any guidelines issued or to be issued pursuant thereof by any regulator, authority and/or statutory body) ("AMLA Legislations"), which amongst others require KIBB to identify and verify source of funds. In this regard, I shall disclose the accurate information on the source of funds and shall ensure that it is not derived from any form of illegal or unlawful activities. I hereby also authorize KIBB to reveal any information related to my account or myself to any such regulatory/statutory bodies or authorities without giving me notice nor first obtaining my approval. Where any suspicion of money laundering and/or financing of terrorism arises, KIBB is therefore authorized to report its suspicions to the Financial Intelligence and Enforcement Department ("FIED") in BNM or to such any other regulatory/statutory bodies without giving me notice nor first obtaining my approval. I further agree to abide and comply with any directives or orders which may be issued and imposed by the respective regulations, authorities and/or statutory bodies from time to time and further undertake to give any required evidence and/or documentation required by KIBB, the respective regulations, authorities and / or statutory bodies for the purpose of complying with the AMLA Legislations in the applicable jurisdiction where the transactions are to be executed from time to time. Failure to comply may result in criminal sanctions against me and KIBB reserves the right to freeze or terminate my account(s) pending supply of all requested particulars/information. In such an event, I shall have no claim and/or cause of action whatsoever against KIBB in respect of any losses, liabilities, damages, claims, interest/profit, charges, expenses, costs and any other adverse consequences of whatsoever nature or howsoever incurred / suffered / sustained by me.
- e. Subject to any applicable regulations/laws, by providing my email address and handphone number to KIBB, I have consented to receive communications and/or information from KIBB relating to my investment via email and / or SMS. Notices delivered via email and / or SMS to me are deemed sent and received on the date such email and / or are sent.
- f. I consent for KIBB and the credit reporting agencies to obtain and/or disclose any Credit Information (as defined under the Credit Reporting Agencies Act 2010 including information from the databases of Bank Negara Malaysia known as CCRIS and DCHEQS) relating to me from and/or to the credit reporting agencies, Bank Negara Malaysia or any source deemed appropriate for the purpose of including but not limited to credit assessments, opening of account, account review and monitoring, debt recovery, scoring solutions, legal documentation and/or action consented to a contract or facility granted.
- g. I further consent that the information pertaining to me and my transactions may be made available, without limitation to KIBB's agents, affiliates or advisors, custodian/sub-custodian's agent's or advisors, insurers, brokers, underwriters, reinsurers, outsource service providers, guarantors or security providers, rating agencies, my advisors (including but not limited to accountants, auditors, lawyers, financial advisors or other professional advisors) where authorized by me, any other person notified by me as authorized to give instructions or to use the account(s) / facility(ies) or products or services on my behalf, any third party as a result of the acquisition or sale of any company by KIBB (provided that any recipient uses my Information for the same purposes as it was originally supplied to KIBB and/or used by

KIBB), financial institutions, KIBB, and/or all relevant and applicable authorities/regulators and/or pursuant to any law.

- h. I further consent for KIBB to deal and process my personal data in accordance with its Personal Data Protection Notice (as may be amended or supplemented from time to time). I confirm that I have read and understood the Personal Data Protection Notice and accepts the terms and conditions. For the most current version of the Personal Data Protection Notice at all material times, please refer to the posting on www.kenanga.com.my.
- i. I hereby instruct/authorise KIBB to credit all my sale proceeds, dividends and net contra gains, whichever is applicable due to me after deducting all outstanding charges, contra losses etc arising from transactions effected through my trading account shall be auto credited to my trust account.
- j. In consideration of my instruction/authorization for my trust withdrawal to be credited to the bank account(s) provided by me, I undertake and agree to indemnify KIBB from and against all actions, demands, losses, damages, costs, charges and/or expenses which KIBB may sustain, incur and/or be liable in consequence of, attribute to or arising from KIBB performing the aforesaid request/instruction or otherwise in relation thereto. I agree that in the event the payment into my bank account cannot be effected due to unforeseen circumstances, KIBB may credit the payment into my trust account with KIBB without KIBB having to consult or confirm with me. KIBB has the right to reject my instruction in the event it is found that the bank account(s) as provided by me is a third party account.
- k. I hereby declare that the status of my trading account is as an authorized nominee / exempt authorized nominee.
- l. I hereby declare I am the beneficial owner of my trading account and CDS account
- m. I hereby provide my consent to, and agree that, KIBB shall be entitled to co-mingle all or part of monies deposited by me for KIBB to hold and to utilize for payment of all such amount that may be due from me from time to time under my trading account(s) with KIBB for trading purposes ("Deposit"), with other sums that KIBB may hold for other clients in trust account(s) with financial institution(s) of its choice. I shall be entitled to receive interest earned on the Deposit at the rate prescribed by KIBB in its sole and absolute discretion ("Interest Earned"), provided that I maintain minimum Deposit of a sum as prescribed and notified by KIBB ("Minimum Amount"). I further consent and agree that KIBB shall be entitled to keep the following interest earned to defray KIBB's administrative costs:-
 - 1. in the event where my Deposit is above the Minimum Amount, all the interest earning from the Deposit exceeding the Interest Earned; and
 - 2. in the event where my Deposit is the Minimum Amount or below, all interest earned on my Deposit.
- n. I hereby consent to the disclosure by Bursa Malaysia Depository Sdn. Bhd. ("Bursa Depository") to KIBB, and to such agents, service providers and sub-contractors of KIBB as informed by KIBB to Bursa Depository, of information or documents relating to my affairs and in particular, relating to my account(s) (for example balances, account particulars and transactions) ("Information"). This consent shall be valid until revoked by me. I hereby release Bursa Depository from any loss or liability arising from or in connection with this authorisation except for loss or liability which I may suffer as a result of any act, statement or omission that was not done in good faith by Bursa Depository.
- o. For any issuance and delivery of documents by way of electronic means:
 - (1) I consent and authorize KIBB and its authorized officer to issue and deliver documents (including statements and correspondences) and any other notices by way of electronic means or online devices to me from time to time through email when the service is made available. I hereby confirm that this consent shall be valid for an indefinite period until revoked by me in writing or via electronic means and received and acknowledged by me. I hereby acknowledge that KIBB may cancel the email delivery service without providing any reasons and/or prior notices to me.
 - (2) I acknowledge, accept and assume the risk associated with the transfer of documents/information by way of electronic means or online devices and/or delivery, including but not limited to delays or failure in the transmission due to breakdown or failure of transmission or traffic congestion of communications or any other cause(s) beyond KIBB's control or anticipation and/or inherent risks in receiving such documents by way of electronic means or online devices. I will not dispute or challenge the validity, enforceability or admissibility of any documents issued and delivered by way of electronic means.

- (3) In the event of systems failure, I consent to receive documents via post, fax or such other means as KIBB deems fit and appropriate.
- (4) I acknowledge that any documents sent to my email address provided to KIBB herein by way of electronic means shall be deemed to be duly served on me on the day such communication by email was made.
- (5) I shall assume all responsibilities or liabilities whatsoever for any direct or consequential losses arising from or in connection with KIBB acting in accordance with my authorisation. I further agree to indemnify KIBB against all actions, claims, demands, damages costs, charges and expenses which KIBB may sustain, incur and be liable for as result of or in consequence of or in connection with KIBB acting in accordance with this authorisation.

Note: "KIBB" means Kenanga Investment Bank Berhad (15678-H) or any of its subsidiaries, including branches, and shall include its respective successors in title and assigns.