



This form must not be circulated unless accompanied by the Disclosure Document and Supplementary Disclosure Document(s) (if any).  
You are advised to read and understand the contents of the Disclosure Document and Supplementary Disclosure Document(s) (if any) before completing this form.

**Purpose of Transaction Or Account To Be Opened:**

Investment     Retirement     Protection     Others (*Please Specify*) \_\_\_\_\_

**Source of Fund\*:**     Employment     Sales of Assets     Inheritance     Savings     Business     Others (*Please Specify*) \_\_\_\_\_

**Politically Exposed Person ("PEP") Declaration:** Do you hold any (or are you related to such persons) Public or Political Office, including committee/council positions?     Yes     No

**2. Contribution Details (to select the relevant option only)**

**IMPORTANT: Investors are advised not to give CASH or transfer money to any PRS Consultant's bank account. Investors are also reminded not to pre-sign/pre-thumbprint any form relating to their investments. Such practices are prohibited and Principal will not be responsible for any loss incurred.**

1. Individual Contribution:     Employed     Self-Employed     Not Applicable        2. Employer Contribution            3. Employer Contribution (Vesting Schedule)   

**a) Individual Contribution Authorisation (3rd party account and payment is NOT allowed)**

Cheque/Bank Draft (*Payment to be made payable to Principal Asset Management Berhad PRS for <NAME OF APPLICANT AS PER IDENTIFICATION DOCUMENT>. Please indicate full name, new NRIC/passport no. and contact no. on the reverse side of the cheque/bank draft.*)

**Contribution Amount (RM):**     .     **Cheque/Bank Draft No.:**   

Regular Savings Plan (Your Regular Savings Plan contributions will be invested as per your contribution direction as stated in Section 3 below. Please enclose the autodebit/direct debit instruction form)

**Bank**            **Deduction Date**        **Amount (RM)**  
**Bank Account No.**             (DD)         .

**b) Employee Contribution Authorisation (via corporate PRS Plus Partner Programme)**

Employee Provident Fund ("EPF") Redirection (*I hereby authorise my employer to contribute to my selected Scheme(s) in Section 3 as per the percentage specified below, which will be redirected accordingly from my employer's voluntary contribution to the EPF above the statutory requirement. I understand that I can only divert up to the maximum of my employer's voluntary contributions subject to terms and conditions of my employment contract.*)

1%     2%     3%     4%     5%     6%     7%

Salary Deduction (*I hereby authorise my employer to contribute to my selected Scheme(s) in Section 3 as per the quantum specified below, which will be diverted monthly from my salary.*)

\_\_\_\_\_ % of my salary        or         RM \_\_\_\_\_ of my salary

Cheque/Bank Draft (*Payment to be made payable to Principal Asset Management Berhad PRS for <NAME OF APPLICANT AS PER IDENTIFICATION DOCUMENT>. Please indicate full name, new NRIC/passport no. and contact no. on the reverse side of the cheque/bank draft.*) (**3rd party payment is NOT allowed**)

**Contribution Amount (RM):**     .     **Cheque/Bank Draft No.:**   

**3. Contribution Direction**

You may determine the contribution direction yourself or leave it to the PRS Provider to determine it for you. If you opt for the "Do-It-For-Me" (Default Option), the PRS Provider will allocate your contributions into the appropriate fund that corresponds to your age as per your selected PRS Scheme. All your subsequent contributions (Cheque/Bank Draft/Regular Savings Plan/EPF Redirection/Salary Deduction) shall be invested according to your indicated contribution direction below. If you change or indicate a different contribution direction thereafter, the new contribution direction will be applied to all your future contributions (Cheque/Bank Draft/Regular Savings Plan/EPF Redirection/Salary Deduction).

Please choose **ONLY ONE** Contribution Direction - "Do-It-For-Me" **OR** "Do-It-Myself"

"Do-It-For-Me" (Default Option)    (*Choose one of the following schemes only. Do not select any funds*)  
**Scheme:**     Principal PRS Plus         Principal Islamic PRS Plus

"Do-It-Myself"    (*Select fund(s) and indicate percentage allocation below*)

<b>PRINCIPAL PRS PLUS</b>		<b>% ALLOCATION</b>	<b>PRINCIPAL ISLAMIC PRS PLUS</b>		<b>% ALLOCATION</b>
Principal RetireEasy 2060		<input type="text"/> <input type="text"/> <input type="text"/>	Principal Islamic RetireEasy 2060		<input type="text"/> <input type="text"/> <input type="text"/>
Principal RetireEasy 2050		<input type="text"/> <input type="text"/> <input type="text"/>	Principal Islamic RetireEasy 2050		<input type="text"/> <input type="text"/> <input type="text"/>
Principal RetireEasy 2040		<input type="text"/> <input type="text"/> <input type="text"/>	Principal Islamic RetireEasy 2040		<input type="text"/> <input type="text"/> <input type="text"/>
Principal RetireEasy 2030		<input type="text"/> <input type="text"/> <input type="text"/>	Principal Islamic RetireEasy 2030		<input type="text"/> <input type="text"/> <input type="text"/>
Principal RetireEasy Income		<input type="text"/> <input type="text"/> <input type="text"/>	Principal Islamic RetireEasy Income		<input type="text"/> <input type="text"/> <input type="text"/>
Principal PRS Plus Conservative		<input type="text"/> <input type="text"/> <input type="text"/>	Principal Islamic PRS Plus Conservative		<input type="text"/> <input type="text"/> <input type="text"/>
Principal PRS Plus Moderate		<input type="text"/> <input type="text"/> <input type="text"/>	Principal Islamic PRS Plus Moderate		<input type="text"/> <input type="text"/> <input type="text"/>
Principal PRS Plus Growth		<input type="text"/> <input type="text"/> <input type="text"/>	Principal Islamic PRS Plus Growth		<input type="text"/> <input type="text"/> <input type="text"/>
Principal PRS Plus Equity		<input type="text"/> <input type="text"/> <input type="text"/>	Principal Islamic PRS Plus Equity		<input type="text"/> <input type="text"/> <input type="text"/>
Principal PRS Plus Asia Pacific Ex Japan Equity		<input type="text"/> <input type="text"/> <input type="text"/>	Principal Islamic PRS Plus Asia Pacific Ex Japan Equity		<input type="text"/> <input type="text"/> <input type="text"/>
<b>TOTAL ALLOCATION</b> (Please ensure the allocation percentages add up to 100%)					<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

*Note: For funds under RetireEasy series, you are recommended to select the most suitable fund based on your year of birth.*

Year of birth	Principal PRS Plus	Principal Islamic PRS Plus
Year 1996 - 2005	Principal RetireEasy 2060	Principal Islamic RetireEasy 2060
Year 1986 - 1995	Principal RetireEasy 2050	Principal Islamic RetireEasy 2050
Year 1976 - 1985	Principal RetireEasy 2040	Principal Islamic RetireEasy 2040
Year 1968 - 1975	Principal RetireEasy 2030	Principal Islamic RetireEasy 2030
On or before year 1967	Principal RetireEasy Income	Principal Islamic RetireEasy Income

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You are advised to read and understand the contents of the Disclosure Document and Supplementary Disclosure Document(s) (if any) before completing this form.

**4. General Declaration / Signature**

- a) I acknowledge that I have received, read and understood the Disclosure Document for the PRS fund(s) to be invested in, supplementary Disclosure Document(s) (if any), and the Terms and Conditions stipulated in (i) the Principal website (www.principal.com.my); (ii) the PPA website (www.ppa.my); and (iii) the Terms and Conditions of this form including general Terms and Conditions overleaf and I undertake to be bound by them for my initial and subsequent transactions with Principal Asset Management Berhad ("Principal"). I acknowledge that the same have been explained to me by Principal, and/or registered PRS Consultants.
- b) I hereby declare that the particulars given herein are true, correct and complete, the documents submitted along with this application are genuine and that I have not withheld any material facts or information which may influence the acceptance of this application. I hereby undertake to promptly inform Principal of any changes to the information provided herein and agree and accept that Principal is not liable or responsible for any losses, costs and/or damages, arising out of any actions undertaken or activities performed by Principal on the basis of the information provided by me and also due to me not intimating/delay in intimating such changes.
- c) I declare that I have not been declared a bankrupt person and that the source of fund(s) invested herein does not contravene the laws of Malaysia including the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001.
- d) I am aware of the fees and charges that will be incurred by me directly and/or indirectly when investing in the PRS fund(s). I acknowledge and accept that Principal has absolute discretion to rely on this confirmation from me and I undertake to indemnify and hold harmless Principal, its employees and PRS Consultants against all costs, expenses, losses or liabilities, claims and demands arising out of this confirmation.
- e) I agree and acknowledge that my participation in the PRS Scheme(s) is subject to the Terms and Conditions between my employer and Principal, where applicable, and I fully agree to be bound by all further Terms and Conditions stipulated in this form.
- f) I declare that I have not been convicted by any court for any criminal offence whether within or outside Malaysia.
- g) I confirm that I have read and understood the provision pertaining to anti-money laundering and counter financing of terrorism (AML/CFT) contained overleaf.
- h) By affixing my signature below, I have therefore expressly provided the necessary consent for Principal to deal with my personal data as contained in the Terms and Conditions overleaf. Should I wish to change my instruction to Principal pertaining to my personal data, I may contact the Customer Care Centre or branch offices of Principal.

**Private Pension Administrator Malaysia (PPA)**

The Private Pension Administrator (PPA) is a body approved under section 139C of the Capital Markets and Services Act 2007 to perform the function of record keeping, administration and customer service for members and contributors in relation to contributions made in respect of a private retirement scheme. All PRS applicants are required to open an account with the PPA and upon successful creation of the respective account the PRS applicants are subsequently referred to as PPA members.

I/We hereby declare and represent I/we am/are: (CHECK ALL THAT APPLY)  A) A Tax resident of Malaysia  B) A Tax resident or citizen of a country other than Malaysia

And I/We hereby and represent that I/We have checked all designations that may apply to me/us. If B is checked, you are required to complete the Individual Self-Certification Forms. For Joint Account, each jointholder must complete a separate individual Self-Certification Form.

\_\_\_\_\_  
Signature Of Applicant

Date: 

D	D	/	M	M	/	Y	Y	Y	Y
---	---	---	---	---	---	---	---	---	---

For PRS Consultant / Bank Use	For Office Use																				
<p>I have read and understood the Declaration By PRS Consultants (see Part C, Clause 17 overleaf) and I have complied with the requirements of the said Declaration.</p> <p>Consultant/Staff Code: _____</p> <p>Consultant/Staff Name: _____</p> <p>Consultant/Staff H/P No: _____</p> <p>Branch Name &amp; Code: _____</p> <p>Signature: _____</p> <p>Referral Staff Code: _____</p> <p>Referral Name: _____</p> <p>Class For This Application: <input type="checkbox"/> A <input type="checkbox"/> X <input type="checkbox"/> C      Sales Charge: <input type="checkbox"/> %</p> <p>Date: <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 20px; height: 20px;">D</td><td style="width: 20px; height: 20px;">D</td><td style="width: 10px; height: 20px;">/</td><td style="width: 20px; height: 20px;">M</td><td style="width: 20px; height: 20px;">M</td><td style="width: 10px; height: 20px;">/</td><td style="width: 20px; height: 20px;">Y</td><td style="width: 20px; height: 20px;">Y</td><td style="width: 20px; height: 20px;">Y</td><td style="width: 20px; height: 20px;">Y</td></tr></table></p>	D	D	/	M	M	/	Y	Y	Y	Y	<p>Initial: _____</p> <p>PRS Client ID: _____</p> <p>PRS A/C No. : _____</p> <p>Sales Charge: <input type="checkbox"/> %</p> <p>Channel: <input type="checkbox"/> PRS Consultant (Provider) <input type="checkbox"/> Institutional PRS Adviser <input type="checkbox"/> Corporate PRS Distributor</p> <p>Distributor Code : _____</p> <p>Date: <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 20px; height: 20px;">D</td><td style="width: 20px; height: 20px;">D</td><td style="width: 10px; height: 20px;">/</td><td style="width: 20px; height: 20px;">M</td><td style="width: 20px; height: 20px;">M</td><td style="width: 10px; height: 20px;">/</td><td style="width: 20px; height: 20px;">Y</td><td style="width: 20px; height: 20px;">Y</td><td style="width: 20px; height: 20px;">Y</td><td style="width: 20px; height: 20px;">Y</td></tr></table></p>	D	D	/	M	M	/	Y	Y	Y	Y
D	D	/	M	M	/	Y	Y	Y	Y												
D	D	/	M	M	/	Y	Y	Y	Y												

**A. GENERAL TERMS AND CONDITIONS** applicable to the **Applicant, PRS Providers and PPA** (Governed by and construed in accordance with laws of Malaysia).

**1. Account Opening**

- a) The Applicant shall be bound by these terms and conditions, the Disclosure Document, the Supplementary and or Replacement Disclosure Document(s) (if any) and also the terms and conditions stated in this form and the webpage of Principal Asset Management Berhad 199401018399 (304078-K) ("PRS Provider") and the Private Pension Administrator ("PPA"). For further information about the PRS Scheme or funds with PRS Provider, please refer to the PRS Provider webpage at [www.principal.com.my](http://www.principal.com.my) and for further information about PPA, please refer to the PPA webpage at [www.ppa.my](http://www.ppa.my)
- b) PRS Provider and/or PPA shall be entitled at any time without prior reference to the Applicant to add, vary or amend any or all of the terms and conditions herein at its sole and absolute discretion and without any compensation to the Applicant.
- c) Upon submission of this form as well as other supporting documents, the information contained therein will be used by PRS Provider and PPA for creation of account and record purposes.
- d) PRS Provider and PPA shall have absolute discretion in the opening of an account.
- e) All instructions and/or information given in writing to the PRS Provider and/or PPA, including this form are binding on the Applicant.

**2. Personal Data/Information**

- a) Pursuant to Personal Data Protection Act 2010 ("Act"), please take note that it is mandatory for the Applicant to provide PRS Provider and/or PPA with the information requested within this form.
- b) The Applicant confirms that the Applicant has read, understood and agreed to be bound by PRS Provider's Privacy Notice (available at [www.principal.com.my](http://www.principal.com.my)) and PPA's Privacy Notice (available at [www.ppa.my](http://www.ppa.my)) (collectively referred to as "Privacy Notice"). For the avoidance of doubt, the Applicant agrees that the Privacy Notice shall be deemed to be incorporated by reference into this application.
- c) The following clauses will form part of the terms and conditions governing the Applicant's account with PRS Provider and/or PPA in line with the Act:
  - i) 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), for the purpose of opening or operating the Applicant's account(s)/investments with PRS Provider and/or PPA, the Applicant:
    - aa) confirm that the Applicant has obtained their consent or are otherwise entitled to provide this information to PRS Provider and/or PPA, and for PRS Provider and/or PPA to use it in accordance with this application;
    - bb) agree to ensure that the personal and financial information of the said third parties is accurate;
    - cc) agree to update PRS Provider and/or PPA in writing in the event of any material change to the said personal and financial information; and
    - dd) agree to PRS Provider and/or PPA's right to terminate this application should such consent be withdrawn by any of the said third parties.
  - d) Personal data provided by the Applicant on this form and details of transaction or dealings by the Applicant provided from time to time thereafter may be used and/or disclosed by the PRS Provider and/or PPA and/or its personnel for the following purposes:
    - i) The use and/or disclosure of the Applicant's personal information to any party is necessary for the completion of any transactions, dealings or in connection with services that PRS Provider and/or PPA may provide to the Applicant;
    - ii) If required by the applicable laws, regulations, directives, guidelines, regulatory authorities, government authorities and/or court or competent jurisdiction; and
    - iii) To any PRS Provider and/or PPA's delegates, service providers or any third party that PRS Provider and/or PPA may engage on the basis that the recipient would continue to maintain confidentiality of the Applicant's personal information.
  - e) Even after the Applicant has provided PRS Provider and/or PPA with any information, the Applicant will have the option to withdraw the consent given earlier. In such instances, PRS Provider and/or PPA 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) PRS Provider and/or PPA reserves the right to amend this clause from time to time at PRS Provider and/or PPA's sole discretion and shall provide notification to the Applicant in writing and place any such amendments on PRS Provider and/or PPA's websites.
  - g) This clause shall be without prejudice to any other clause in this application which provides for the disclosure of information.

**3. Change of Contact Details**

It shall be the Applicant's obligation to notify the PRS Provider and PPA of any change in Applicant's address, email or contact number immediately to ensure continuity in the receipt of communication from the PRS Provider and PPA.

**4. Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001**

The Applicant hereby warrants that:-

- a) The Applicant shall at all times adhere to and comply with Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 ("AMLATFPUAA") 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 PRS Provider and/or PPA, and in particular:
  - i) PRS Provider and/or PPA shall be entitled to keep records of Applicant's transactions and to further disclose any information pertaining to the Applicant, 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
  - ii) Applicant undertakes to provide PRS Provider and/or PPA with all relevant information and documents, as and when requested, for purposes of identification of the Applicant and verification of the source of funds under the "Know Your Client" principle;
- b) No person other than the Applicant has or will have any interest in the account (where applicable);
- c) All monies as may be paid to the PRS Provider and/or PPA from time to time shall come from a legitimate (and not illegal) source;
- d) The Applicant agrees to provide such information and documents as may be necessary to verify the Applicant's identity and do all such acts and things as may be necessary to enable PRS Provider and/or PPA to comply with AMLATFPUAA and the governing laws, rules and regulations (whether in Malaysia or elsewhere). The Applicant agrees that PRS Provider and/or PPA shall not be liable or responsible in anyway whatsoever and shall be held harmless;
- e) The Applicant agrees that PRS Provider and/or PPA 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 PRS Provider and/or PPA have not been promptly provided by the applicant to Principal and/or PPA; and
- f) PRS Provider and/or PPA reserves the right to terminate the relationship if any documents requested pursuant to the AMLATFPUAA requirements are not received within 14 days.

**B. PPA'S TERMS AND CONDITIONS**

1. The PPA members have been informed of the fees payable to the PPA. The PPA fees payable to the PPA are as follows:

- a) Account opening fee (RM10)
- b) Annual maintenance fee (RM8) (payable only when there is contribution)
- c) Administration fee of 0.04% of the Fund's NAV charged to the funds by PRS Provider.

The above may be collected by the PRS Provider acting on behalf of the PPA. For further information on the PPA's fees and charges, please refer to PPA's website.

2. PPA reserves the right after 6 months of notification to the member to close a PPA account that does not reflect any balance in the PPA account due to the following reasons

- a) Full amount withdrawn (upon attaining retirement age)/permanent departure and account has zero units for 6 months; or
- b) Upon release of the deceased member's funds to beneficiaries/nominees/next-of-kin pursuant to a Letter of Administration or Grant of Probate.

3. Variation

The PPA shall be entitled at any time and without prior reference to the PPA members to add, vary or amend any or all of the terms and conditions herein and/or the PPA's website and/or the joint application form at its sole and absolute discretion.

**C. SERVICE PROVIDER'S TERMS AND CONDITIONS**

**1. Applicant**

- a) The Applicant hereby warrants that the Applicant has the legal capacity, power and all necessary authorization under the applicable laws of the relevant jurisdiction to enter into this application with PRS Provider.
- b) Applicant must be 18 years old and above and not be an undischarged bankrupt at the date of application.
- c) Applicant must provide a copy of the Applicant's identity card/passport and/or such other documents as PRS Provider may require from time to time.
- d) In the event the Applicant fails to provide the relevant information and/or document to PRS Provider for whatever reasons, PRS Provider reserves its sole and absolute discretion to terminate the Applicant's application.

**2. Rights of PRS Provider**

- a) PRS Provider reserves the right to accept or reject the Applicant's application in whole or in part thereof without assigning any reason in respect thereof, without compensation to the Applicant and the duly completed form received by PRS Provider from the Applicant shall be deemed irrevocable.
- b) Notwithstanding anything contained herein, PRS Provider reserves its sole and absolute discretion to take such actions as PRS Provider deems fit and proper including but not limited to rejecting, delaying and/or refusing to carry out the Applicant's application, payment and/or instructions for whatever reasons.
- c) PRS Provider may without any compensation to the Applicant, 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 by PPA.

**3. Contribution**

- a) Cheques/bank draft for contribution must be made payable to **Principal Asset Management Berhad PRS for <NAME OF APPLICANT AS PER IDENTIFICATION DOCUMENT>**. At the overleaf of the cheque/bank draft, please write your full name, new NRIC/passport number and telephone number.
- b) The Applicant undertakes to PRS Provider that the Applicant will not give cash, transfer money, issue cheque or such other means in favour of the Private Retirement Scheme Consultant ("PRS Consultant") arising out or in connection with the Applicant's application.
- c) If the Applicant fails to comply with Clause 3(b) above, the Applicant understands and agrees that PRS Provider shall not be responsible to the Applicant for any loss howsoever caused arising out of and/or connection thereto.

**4. Instructions/ Voice Recordings**

- a) All instructions given by the Applicant or its authorized representative shall be in writing, or in such form as prescribed by PRS Provider from time to time and delivered or sent by hand, post, electronic mail to such address, location designated by PRS Provider ("Instructions"). Instructions shall be binding upon the Applicant and PRS Provider shall have no obligation to verify the authenticity of any such Instructions or the identity of any person giving such Instructions.

- b) The Applicant must submit an instruction or such other prescribed arrangements by PRS Provider to change the Applicant's personal records and details. PRS Provider shall have the right to request any other documents or evidence before acting on any such change.
- c) It is the Applicant's sole responsibility to ensure that all instructions (including those instructions communicated by persons authorized to give instructions on behalf of the Applicant) communicated are accurate, correct and clearly transmitted to PRS Provider.
- d) Any instruction or communication given to PRS Provider shall only take effect upon actual receipt by PRS Provider and during the normal working hours of PRS Provider.
- e) PRS Provider is entitled at its sole and absolute discretion to act, refuse to act or delay any instructions duly communicated to PRS Provider, in which event PRS Provider shall notify (but is not obliged to) the Applicant accordingly thereafter wherever practicable and legally permissible to do so.
- f) PRS Provider shall be entitled to record all telephone calls relating to each instruction and the Applicant agrees to the use of such recordings and transcript thereof by PRS Provider as conclusive evidence in any dispute between the Applicant and PRS Provider.

**5. Fees, Charges and Expenses**

- a) The Applicant shall be responsible for the payment of any charges, fees, costs, expenses and other liabilities properly payable or incurred by PRS Provider and in holding or executing transactions in respect of any contribution to the fund(s). For further information on the fees and charges charged by PRS Provider, please refer to the Disclosure Documents and/or PRS Provider's website.
- b) PRS Provider reserves the right to impose additional administration related expenses that may incur in carrying out any Instructions given by the Applicant.
- c) PRS Provider shall not be liable to pay for any profit to the Applicant for any monies held by PRS Provider for the Applicant for any reason whatsoever.

**6. Authorised PRS Consultant**

- a) The Applicant should ensure that the PRS Consultant servicing the Applicant has a VALID authorization and registration card. All authorised PRS Consultants are registered with Federation of Investment Managers Malaysia (FIMM). For more information, please visit [www.fimm.com.my](http://www.fimm.com.my).
- b) If a PRS Consultant is named in this form, PRS Provider is entitled to process any instructions received from such PRS Consultant without further reference to the Applicant unless PRS Provider has received prior written instructions to the contrary from the Applicant.
- c) PRS Provider shall not be responsible for any action or omission on the part of the PRS Consultant and shall be under no obligation to verify the authenticity of the instructions received or to determine whether or not such instructions were authorized. The Applicant shall have no right of action against PRS Provider in connection with the execution by PRS Provider of such instructions and undertaken not to make any claim against PRS Provider in connection thereof.

**7. Notices**

Any instruction or communication to be given by the Applicant to PRS Provider shall be in writing, or in such forms as prescribed by PRS Provider from time to time and delivered or sent by hand, post, electronic mail to such address, location designated by PRS Provider and shall take effect upon actual receipt by PRS Provider and during the normal working hours of PRS Provider.

**8. Statements**

- a) To the extent permitted under the applicable laws, any and all statements, notices, fund reports and such other documents as determined by PRS Provider from time to time (collectively referred to as "Documents") in relation to the Applicant's investments shall be delivered to the Applicant, electronically by default or by such other method determined practicable by the PRS Provider.
- b) For purposes of Clause 8(a), all Documents and/or communication will be sent to the Applicant's last known address and/or email address contained in PRS Provider's record, at the risk of the Applicant. All Documents and/or communication delivered to the Applicant are deemed to be delivered at the time of posting or transmission of the Documents and/or communication.
- c) The Applicant accepts and agrees that any communication with or by PRS Provider 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, PRS Provider cannot guarantee that any communication has not been the subject of unauthorised interception or modification by any third party. PRS Provider shall not be responsible for any inaccuracy, interruption, error, delay, or failure in transmission or delivery of any notices via whatever means, or for any equipment failure or malfunction. PRS Provider shall not be liable for any direct or indirect consequential losses arising from the foregoing. If the Applicant has any doubts or require clarification about the Applicant's Documents, the Applicant should notify PRS Provider as soon as possible for assistance.
- d) The Applicant shall:
  - i) promptly notify PRS Provider in writing of any non-receipt of the confirmation and/or statements' or
  - ii) within 14 days from the date appearing in the confirmation advice or statements, the confirmation advice or statement shall be deemed to be conclusive and binding upon the Applicant. The Applicant shall be deemed to have waived any right to raise any objection or to pursue any remedies against PRS Provider.
- e) Notwithstanding the abovementioned, the Applicant may notify PRS Provider in writing should the Applicant wish to continue receiving physical copy of the Documents.

**9. Set Off**

PRS Provider 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 PRS Provider from time to time.

**10. Online Access**

- a) PRS Provider may from time to time provide the Applicant with access information to PRS Provider's Online Member website ("Electronic Services") upon execution of this form.
- b) Such access information will be sent to the Applicant's mailing address provided in this form. Applicant agrees to receive online statement unless a request is made for printed statement.
- c) PRS Provider shall be entitled to:
  - i) modify, suspend or terminate the operation of the Electronic Services;
  - ii) suspend or terminate the Applicant's access to or use of the Electronic Services; at any time with or without notice.
- d) For avoidance of doubt, any modification, cancellation, termination or suspension of the Electronic Services shall not entitle any Applicant to any claims against PRS Provider or compensation arising from any losses or damages suffered or incurred by the Applicant as a direct or indirect result of the act of modification, cancellation, termination or suspension of the Electronic Services.

**11. Liability**

Neither PRS Provider nor any of its PRS consultant 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 and 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 this form and these terms and conditions.

**12. Indemnity**

- a) Neither PRS Provider, PRS Consultant nor any of its agent shall be liable for any direct, indirect, special or consequential damages which may be suffered and/or to be suffered by the Applicant's application, such as, but not limited to, loss of anticipated profits or other anticipated economic benefits, whatsoever and 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 Applicant's application.
- b) The Applicant hereby agrees to fully indemnify PRS Provider, its employees and PRS 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 the Applicant's application.

**13. Severability**

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.

**14. Successors Bound**

This form and the rights and obligations created under it shall be binding upon and inure solely for the benefit of the Applicant or PRS Provider (as the case maybe) and their respective heirs, personal representatives, successors in title and permitted assigns of the Applicant or PRS Provider (as the case maybe).

**15. Governing Law**

These terms and conditions 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.

**16. Foreign Account Tax Compliance Act ("FATCA") Declaration**

- a) The Applicant hereby confirms that the Applicant is not (i) US resident; (ii) US citizen; (iii) US permanent resident; or (iv) a US entity/legal entity with US directors or shareholders with more than twenty-five percent (25%) ownership/US person(s) as beneficial owner(s), whichever is applicable and hereby declare that the confirmation provided by the Applicant in this form as of date is true, accurate and complete.
- b) Where required and subject to any applicable local laws, the Applicant also consents for the PRS Provider, 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.
- c) Where required by domestic or overseas regulators or tax authorities, the Applicant also understands and agrees that the PRS Provider may be required to obtain additional documents and/or forms, which the Applicant/authorized person(s)/director(s) will sign, if the Applicant/shareholders/director(s) are subject to the relevant jurisdiction's requirements.
- d) The Applicant also agrees and undertakes to notify the PRS Provider within thirty (30) days or provide additional information if requested by the PRS Provider, if there is any change in the information which the Applicant has provided to the PRS Provider.
- e) Where in the event of any indication that the Applicant may be deemed as possibly US person(s) as defined in Section 7701(a)(30) of the Internal Revenue Code, 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 the PRS Provider within thirty (30) days of the PRS Provider's request. Failure to do so shall render the PRS Provider the right to terminate the business relationship with the Applicant.

**17. Declaration by PRS Consultant**

- a) I agree to abide by all relevant policies of PRS Provider, applicable laws, all applicable guidelines and regulations including amendments as may be in force from time to time.
- b) I hereby confirm that I have sighted the original personal identity documents (i.e., either NRIC or Passport) of the Applicant and I have satisfactorily completed the verification of the identity of the Applicant and the name, address, contact number, occupation and/or nature of business shown on this application corresponds with my records, and agree to make such relevant documentation available to you on request.
- c) I hereby confirm that (a) I have witnessed the signature of the Applicant; and (b) the particulars of the Applicant provided by the Applicant in the form are true and correct.

**Important Note:** You are required to satisfactorily verify the identity and address of the Applicant and have adequate records to demonstrate that fact under the local Anti-Money Laundering and Counter Financing of Terrorism Laws, Guidelines and/or Regulations. You should ensure that the names and address of the Applicant are accurate and complete and in accordance with the relevant records.

Thank you for reading these terms and conditions. Please contact us at +(603) 7723 7260 if you require any assistance.