



**PLEASE READ THE FOLLOWING TERMS AND CONDITIONS BELOW BEFORE COMPLETING THIS FORM**

**1. GENERAL TERMS AND CONDITIONS**

- 1.1 The Applicant shall be bound by these Terms and Conditions and the terms of the constitution documents (such as the Deed and Disclosure Document and any/all relevant documents) of all relevant PRS fund(s) in respect of all transactions. Where there are conflicting terms, the terms of the relevant Deed and/or the Disclosure Document shall prevail. 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 this Form, and/or other forms (if any) that may be applicable.
- 1.2 Principal Asset Management Berhad 199401018399 (304078-K) ("Principal") shall be entitled at any time and 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.

**2. INSTRUCTIONS**

- 2.1 Principal may rely and act on any instructions 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 PRS contribution by telephone, facsimile, telex or in writing whether or not the authority of any such person shall have been terminated.
- 2.2 Principal shall deal with the PRS contributions 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 contravention of any applicable law, rule, guideline or regulation and/or would or may expose Principal to any liability or risk (whether valid or otherwise).
- 2.3 Principal will not be responsible for any loss arising from complying with the Applicant's instructions and the Applicant shall indemnify Principal in full in respect of any matter arising from such instructions.

**3. RIGHTS OF PROVIDER**

- 3.1 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 Form received by Principal is deemed irrevocable by the Applicant.
- 3.2 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 or risk (whether valid or otherwise)

**4. FEES, CHARGES AND EXPENSES**

- 4.1 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 to any contribution to the PRS fund(s).
- 4.2 Principal shall not be liable to pay any profit to the Applicant for any monies held by Principal for the Applicant for any reason whatsoever.

**5. LIABILITY**

- 5.1 Neither Principal nor any of its PRS Consultants 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 this Form and these Terms and Conditions.

**6. INDEMNITY**

- 6.1 The Applicant hereby agrees to indemnify Principal against all claims by third parties which may be made against Principal in connection with this Form and these Terms and Conditions.

**7. APPLICABLE LAW**

- 7.1 These Terms and Conditions shall be governed by and construed in accordance with the Laws of Malaysia.

**8. OTHERS**

- 8.1 For security, withdrawal payment to a third party or request for open cheque is strictly not allowed. All payments shall be made to the Applicant.
- 8.2 Principal reserves the right to set-off and/or deduct any amount from the withdrawal amount that may be due and/or owing by the Applicant to Principal.
- 8.3 A statement of transaction will be issued and sent to the Applicant for the withdrawal transaction made. Please check the statement immediately. If no discrepancy is reported within 14 days from the date of the statement, the withdrawal will be considered correct.

**9. DECLARATION BY PRS CONSULTANTS**

- 9.1 I agree to abide by all relevant policies of Principal and applicable laws including amendments as may be in force from time to time.
- 9.2 I hereby confirm that I witnessed the signature of the Applicant and I confirm that the particulars of the Applicant stated herein to be true and correct.

**Important Note:**

You are required to satisfactorily verify and ensure accuracy of the identity, address and other relevant necessary information as required by law or rules and regulations of the industry for 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.

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