

# RHB INVESTMENT BANK BERHAD 197401002639 (19663-P)

(A Participating Organisation of Bursa Malaysia Securities Berhad) (A Trading Participant of Bursa Malaysia Derivatives Berhad)

FINVB 011/20	14_v	3 (L	Jpc	late	ed .	26.	.12	.20	024	4)
For Office Use Only										
Client's CIF No.										]
Spouse / Joint Applicant's CIF No.										
Submission by Dealer's Representative/C RHB Staff ID & Name : RHB Staff Department :	lient/ O	thers	(Pl€ - -	ease	spe	ecify)	):_			
Date Updated		] -			-					

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INSTRUCTIONS FOR COMPLET	IOI																		7.4															
2. Certified true copy of supporting docur		s sh	all be	e sub	omitt	ted k	by cl	ients	s wh	en u	ıpda	ting	thei	r par	rticu	lars	with	n RH	B In	vest	men	t Bar	nk ("	RHB	IB")									
CLIENT PARTICULARS (Compulso	ry)	_																								_	_	_	_	_	_	_		
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☐ Margin Account <sup>1</sup>																					_													
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(for joint account holder applicable to pri					-				•	_							_		_		-													
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Sales and Service Tax (SST) Registration Number																]																		
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Name of Employer / Company	. [																																
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<ul><li>5. Refers to total estimated investmer</li><li>6. Joint Applicant is applicable only to</li></ul>						ı cor	ming	121	non	tns.																								
B) UPDATING OF CLIENT'S	S PA	۱R٦	ГІС	UL	ARS	S –	NC	N-	INI	DI۱	/ID	UA	L (P	leas	e fil	l in w	he	re n	eces	sar	y)													
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*Based on last audited account Nature of Business (MSIC) <sup>8</sup>		Acco	omi	mod	ati	on a	and	Foo	od :	Serv	/ice	e Ac	tivi	ties					[		Info	orma	atic	n a	nd	Cor	nm	nun	ica	tioi	1							
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<ul><li>7. A copy of Business Registration r</li><li>8. MSIC = Malaysia Standard Indus</li></ul>			an	ges n	nac	le.																																
9. Not applicable to Equities																																						

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D) E-INVOICIN	NG																															
Do you wish to rec	eive E-invoice?			] Ye	S							N	0																			
Note: Daily statement	/ Contract note wi	II be	cont	inued	I send	ding	to yo	ou as	s per	r curi	rent p	prac	ctice.																			
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Note: 12. To provide the de	signated bank acco	unt's	stat	temer	nt/bar	nk b	ook o	or an	ıy sı	ıppor	rting	doc	ume	nt wi	th in	dica	ition	s of t	he b	ank (	detai	ls pr	inte	d out	by t	he ba	ank a	are r	equir	ed.		
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Account Type			So	le Ac	ccoun	nt						Jo	oint	Acco	ount	*	(ple	ase s	speci	fy re	latio	nship	0)	_								
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Account Type			So	le Ac	ccoun	nt						Jo	oint	Acco	ount	*	(ple	ase s	speci	fy re	latio	nship	o)									_
*Subscription of e-Pay permissible relationsh		g join	nt acc	count	is all	lowe	ed as	long	g as	one	of th	e be	enefi	iciarie	es of	the	join	t acc	ount	is th	ne Ap	oplic	ant,	and	the j	oint a	ассоі	unt h	ıolde	r mu	ıst be	within
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(ii) DECLARATIO  a) AUTOMATED T		(ATI	P)																													

C) DELIVERY OF CONTRACT NOTES / MONTHLY STATEMENTS

- I / We hereby:-
- 1. Instruct RHBIB to pay into my/our trust account in RHBIB all net sales proceeds and contra gains due to me/us after deducting all outstanding charges, contra losses, etc. arising from transactions effected through the above Trading Account.
- 2. Agree that the instruction shall continue to be in force until I/we expressly revoke the same by executing the Revocation Form or authorise my/our Dealer's Representative to revoke the same service on my/our behalf. However, RHBIB may in its absolute discretion terminate the ATP service at any time and without assigning any reason(s).
- 3. Authorise my/our Dealer's Representative to give instructions to RHBIB on my/our behalf to revoke this ATP service at any time after my/our activation hereof and it shall be valid and binding on me without RHBIB having to first consult or confirm with me/us.
- 4. Authorise my/our Dealer's Representative to execute on my/our behalf, from time to time but without revoking this ATP service, request(s) to RHBIB (pursuant to the sale proceeds Request Form ATP) for the cheque payment of the sale proceeds for any sales contract to be issued to me directly.
- Declare that the information and particulars provided by me/us as stated above are true and correct and undertake to immediately inform you of any change in the particulars.

- 6. Understand that this standing instruction shall not take effect on any existing withdrawal that have already been executed and RHBIB has the right to reject this standing instruction in the event that it is found to be payable to a third-party account or the joint account holders not within permissible relationship.
- Instruct RHBIB to pay into my/our designated bank account as mentioned above any trust withdrawal arising from transactions effected through the above Equities Trading Account.
- 8. Authorise my/our Dealer's Representative to execute on my / our behalf, from time to time but without revoking this service, request to RHBIB for the payment of trust withdrawal proceeds to be issued to me/us via alternative modes.
- 9. Agree that in event the payment into my/our designated bank account cannot be effected due to unforeseen circumstances, RHBIB may credit the payment into my/our Trust account without RHBIB having to first consult or confirm with me/us.
- 10. Agree that RHBIB may act on the scanned copy sent to the email address as informed by RHBIB from time to time.
- b) ELECTRONIC SHARE PAYMENT (ESP)

#### I / We hereby:

- 1. Declare that the information and particulars provided by me / us as stated above are true and correct and undertake to immediately inform you of any change in the particulars.
- 2. Understand that this standing instruction shall not take effect on any existing trades that have already been executed and RHBIB has the right to reject this standing instruction in the event that it is found to be payable to a third-party account or the joint account holders not within permissible relationship.
- 3. Instruct RHBIB to pay into my/our designated bank account all net sale proceeds and/or contra gains due to me/us after deducting all outstanding charges, contra losses, etc. arising from transactions effected through the above Equities Trading Account.
- 4. Agree that the instruction shall continue to be in force until I/we expressly revoke the same by executing the Revocation Form or authorise my/our Dealer's Representative to revoke the same service on my/our behalf. However, RHBIB may in its absolute discretion terminate the ESP service at anytime and without assigning any reason(s).
- 5. Authorise my/our Dealer's Representative to execute on my/our behalf, from time to time but without revoking this ESP service, request to RHBIB for the payment of the sales proceeds to be issued to me/us via alternative modes.
- 6. Agree that in event the payment into my/our designated bank account cannot be effected due to unforeseen circumstances, RHBIB may credit the payment into my/our Trust account without RHBIB having to first consult or confirm with me/us.
- 7. Agree that RHBIB may act on the scanned copy sent to the email address as informed by RHBIB from time to time.

## DECLARATION, ACKNOWLEDGEMENT AND AUTHORISATION

## A) FOREIGN ACCOUNT TAX COMPLIANCE ACT ('FATCA") AND COMMON REPORTING STANDARD ("CRS")

In compliance with Foreign Account Tax Compliance Act (FATCA) and Common Reporting Standard (CRS), RHBIB is required to collect and report certain information of an Individual/ Entity/ Company account holder to the local tax authority.

You may refer to the **Definitions** for a summary of terms used in the Personal Banking Standard Terms & Conditions at https://www.rhbgroup.com/files/others/terms-conditions/personal\_banking\_tnc\_eng.pdf.

As a financial institution, RHBIB is not allowed to give tax advice to our customers. Please consult your tax or legal adviser on matters related to FATCA and CRS.

# i) INDIVIDUAL SELF-CERTIFICATION

Part 1: Foreign Account Tax Compliance Act (FATCA) Declaration	Part 2: Tax Residency Declaration
Please tick ( $$ ) one of the following:	Please tick ( $$ ) one of the following:
ii.	<ul> <li>i.</li></ul>

If you have selected Part 1(ii) OR Part 2(iii) OR Part 2(iii), please declare the jurisdictions and the respective TINs that you are a tax resident of other than Malaysia:

No	Country/Jurisdiction of Tax Residence	Taxpayer ID No. (TIN)	If TIN is unavailable, please state reason*
1.			
2.			
3.			

#### Reason\*:

A-Jurisdiction does not issue TIN (e.g. Bermuda, British Virgin Islands, Cayman Islands) | B-Jurisdiction does not require the collection of TIN (Australia only) | C-TIN application in progress | D-not required to register tax file | E-housewife / househusband | F-minor | G-student | H-retiree | I-foreign diplomat in embassy | O-Others (please specify)

Note: Please fill in a separate form for each Account Holder of Joint Account.

## ii) ENTITY/COMPANY SELF-CERTIFICATION

As an entity account holder, please complete this form and submit together with the Controlling Person Self-Certification form(s) (applicable ONLY for certain types of entities as in Part 4).

For entities with more than one controlling person(s), please complete and submit the **Controlling Person Self-Certification Form** per person.

	· · ·	nplete and submit this form.	
US	: For Entity incorporated, orgar	nized or operating in	Part 2: Tax Residency Declaration
Please t	tick (√) one of the following:		<b>Please tick (<math></math>)</b> only ONE option and complete as appropriate:
_	Specified US Person (Entity) US Exempt Recipient (please referenterpretation for further details).		<ul> <li>i. We acknowledge this entity is a Malaysian Tax Resident only.</li> <li>ii. We acknowledge this entity is a Malaysian Tax Resident</li> </ul>
	If you are exempted from backup FATCA reporting, please fill up the to you. Exemption from FATCA Rep	code that may apply	and have tax residency with other jurisdiction(s).  iii. We acknowledge this entity is not a Malaysian Tax Resident and have tax residency with other jurisdiction(s).
iii. [	<ul> <li>Non-US Person (Entity)</li> <li>Non-US Person (Entity) but one Indicia below is / are applicable to The business has a registered US.</li> <li>The country of incorporation business in US.</li> <li>The address of the trustee (in US.</li> </ul>	us. d/mailing address in on / formation of	<ul> <li>If you have selected Part 1(iv); or Part 2(i) AND one or more on the following indicia is/are applicable to you, please provide your explanation** in the box below:</li> <li>The business has a registered/mailing address outside of Malaysia;</li> <li>The country of incorporation / formation of business outside of Malaysia;</li> <li>The address of the trustee (in case of a Trust) is outside of Malaysia.</li> </ul>
**Explar			
Malaysia	If exceed three jurisdictions, please u	s a separate sheet.	urisdictions and the respective TINs that you are a tax resident of other than
No (	Country/Jurisdiction of Tax Residence	Taxpayer ID No. (TIN)	If TIN is unavailable, please state reason*
1.			
2.			
3.			
Reason		British Virgin Islands Cayma	n Islands)   B-Jurisdiction does not require the collection of TIN (Australia
only)   C	C-TIN application in progress   D-not rec	quired to register tax file   0-0	Others (please specify)
	: Entity Type		
	nancial Institution, FI (Complet	e this part only if the e	ntity is a financial institution)
	Status (For Non-US Person on		CRS Status
☐ The	e Entity is a Registered Foreign Financia		
Plea	ase provide Its GIIN (Global Intermedia	Il Institution (FFI). ry Identification Number):	The Entity is an Investment Entity include the following:  • Financial Institution Investment Entity (FIIE) – Investment entity managed by another Financial Institution  • Other Investment Entity
	Participating FFI Report Regis	I Institution (FFI).  Iry Identification Number):  -	<ul> <li>Financial Institution Investment Entity (FIIE) – Investment entity managed by another Financial Institution</li> <li>Other Investment Entity</li> </ul>
	Participating FFI Report Regis	ry Identification Number):  -	Financial Institution Investment Entity (FIIE) – Investment entity managed by another Financial Institution     Other Investment Entity  The Entity is an Investment Entity located in a Non-Participating Jurisdiction and managed by another Financial Institution (Non-Participating FIIE)  Please also complete Controlling Person Self-Certification Form for all Controlling Persons
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	Participating FFI Reporting Model 1 FFI Regist Complete Entity is a Non-Reporting FFI Exempt Beneficial Owners (e.g. Gover Bank or International Organization)	ry Identification Number):  -	Financial Institution Investment Entity (FIIE) – Investment entity managed by another Financial Institution     Other Investment Entity  The Entity is an Investment Entity located in a Non-Participating Jurisdiction and managed by another Financial Institution (Non-Participating FIIE)  Please also complete Controlling Person Self-Certification Form for all Controlling Persons
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3C	. Non-Financial Entity	FATCA Status (for non-US person only)	CRS Status
	Active Business	Active NFFE	Active NFE
	Holding Company of Non-Financial Groups	Active NFFE – Excepted Non- Financial Group Entity	Active NFE (Others) – Holding NFE of Non-Financial Group
	Start-up Company	Active NFFE – Excepted Non- Financial Start-Up Company	Active NFE (Others) – Start-up NFE
	Liquidating or Emerging from Bankruptcy Company	Active NFFE – Excepted Non- Financial Foreign Entity in liquidation or bankruptcy	Active NFE (Others) – Liquidating or emerging from bankruptcy
	Treasury / Financing Centre of Non-Financial Group	Active NFFE – Excepted Non- Financial Group Entity	Active NFE (Others) – Treasure/Financial Cente of Non- Financial Group
	Charity / Non-Profit Organization	Active NFFE – Non-Profit Organization	Active NFE (Others) – Non-Profit NFE
	Passive Non-Financial Entity	Passive NFFE	Passive NFE
	Please also complete Controlling Person Self-Certification Form for all Controlling Persons.		

#### iii) Declaration an Undertaking

I/We acknowledge that the information contained in this form and information regarding my/our account(s) with RHBIB may be provided to Inland Revenue Board of Malaysia (IRBM) and they may exchange this information with tax authorities of other jurisdictions pursuant to intergovernmental agreements to exchange financial account information.

I/We have been explained and understood the foreign indicia which could impact the FATCA and CRS. I/We declare that all statements made in this declaration are, to the best of my/our knowledge and belief, true, complete and accurate.

I/We undertake to advise RHBIB within thirty (30) calendar days of any change in circumstances which affects the tax residency status of the Individual or Account Holder identified in Section 1 of this form or causes the information contained herein to become incorrect or incomplete, and to provide RHBIB with a suitably updated self-certification and declaration within thirty (30) calendar days of such change in circumstances.

# B) FORM OF DISCLOSURE BY CLIENTS OF PARTICIPATING ORGANISATION (Pursuant to Rule 5.15 (8) of Rules of Bursa Malaysia Securities Berhad)

I / We do solemnly declare that the dealings in securities in respect of my / our Equities Trading Account are to be carried out:-

For me / us as principal.

☐ For and on behalf of another person (applicable only to Executors / Administrators / Trust Foundation).

Note: Bursa Securities takes a serious view of any misrepresentation arising from the making of an erroneous disclosure or not making a disclosure at all.

### C) DECLARATION AND UNDERTAKING ON RESIDENTIAL AND DOMESTIC RINGGIT BORROWING

# PART 1: DECLARATION AND UNDERTAKING ON RESIDENTIAL AND DOMESTIC RINGGIT BORROWING STATUS - FOREIGN EXCHANGE POLICY NOTICES (Applicable to Resident and Non-Resident Individual, Sole Proprietorship and Partnership)

### Note:

If you are a citizen of Malaysia, please proceed to Part 1(a)(i), (c), and Part 3.

If you are a non-citizen of Malaysia, please proceed to Part 1(b), (c), and Part 3.

If you are a sole-proprietorship/partnership, please proceed to Part 1(a)(ii), (c), and Part 3.

#### a. (i) Citizen of Malaysia

You are only required to tick one of the followings:

- □ I/We DO NOT own any permanent resident status in other country or territory outside Malaysia and I/We am/are currently residing permanently in Malaysia. As such, I/ We hereby declare that pursuant to Foreign Exchange Policy Notices issued by Bank Negara Malaysia ("BNM") and Financial Services Act 2013/Islamic Financial Services Act 2013, I/we am/are a Malaysia resident(s).
- □ I/We own a permanent resident status in other country or territory outside Malaysia but I/We am/are currently residing permanently in Malaysia. As such, I/ We hereby declare that pursuant to Foreign Exchange Policy Notices issued by BNM and Financial Services Act 2013/Islamic Financial Services Act 2013, I/we am/are a Malaysia resident(s).
- □ I/We own a permanent resident status in other country or territory outside Malaysia and I/We am/are currently residing abroad. As such, I/ We hereby declare that pursuant to Foreign Exchange Policy Notices issued by BNM and Financial Services Act 2013/Islamic Financial Services Act 2013, I/we am/are a Non-Malaysia resident(s).

#### a. (ii) Malaysia Resident/Non-Malaysia Resident (Sole Proprietorship/Partnership)

You are only required to tick one of the followings:

- □ I/We am/are a sole proprietorship/partnership incorporated or established outside Malaysia however registered or obtained approval from an authority in Malaysia. As such, we hereby declare that pursuant to Foreign Exchange Policy Notices issued by Bank Negara Malaysia ("BNM") and Financial Services Act 2013/Islamic Financial Services Act 2013/Islami
- □ I/We am/are a proprietorship/partnership registered with Companies Commission of Malaysia or any authority in Malaysia. As such, we hereby declare that pursuant to Foreign Exchange Policy Notices issued by BNM and Financial Services Act 2013/Islamic Financial Services Act 2013, we are a Malaysia resident; or
- □ I/We am/are a proprietorship/partnership incorporated or established outside Malaysia, and do not have any approval from any authority in Malaysia to be considered as a Malaysia resident. As such, we hereby declare that pursuant to Foreign Exchange Policy Notices issued by BNM and Financial Services Act 2013/Islamic Financial Services Act 2013, we are a Non-Malaysia resident.

	Non-citizen of M			_ , ,	_
	, ,	d to tick one of the followings:	We hereby declare that purposent to	Foreign Fyshangs Dollay Notices issued by Don	, Iz
ш		wh a permanent resident status in Maiaysia. 17 ("BNM") and Financial Services Act 2013/Islam		Foreign Exchange Policy Notices issued by Banum/are a Non-Malaysia resident(s).	ΙK
	I/We own a peri	manent resident in Malaysia and I/We am/are	e currently residing abroad. As such,	I/ We hereby declare that pursuant to Foreig t 2013, I/we am/are a Non-Malaysia resident(s)	
		eign Exchange Policy Notices issued by BNM		Malaysia. As such, I/ We hereby declare that mic Financial Services Act 2013, I/we am/are	
с. [	•	এহা t Borrowing (Applicable to Malaysia Resi	dent only)		
Ple	ase tick and provid	de the necessary, and leave the $\square$ blank if it i	s not applicable:		
		domestic Ringgit borrowing/financing with a borrowing/financing, I undertake to inform the		ent(s) in Malaysia and in the event I have ar	ıy
	I do have dome		cial Institution(s) and/or Resident(s)	in Malaysia and my total investment in foreig alendar year.	'n
		Name	Utilised Amount (RM)		
	Applicant 1				
	Applicant 2				
	Applicant 3				
				in Malaysia and my total investment in foreig alendar year I hereby furnish the approval lette ocument.	
		Vame	Utilised Amount (RM)	Approved Amount (RM)	
	Applicant 1		, ,	, ,	
	Applicant 2				
	Applicant 3				
^co PAF EXC	rced from the agg (i) Conversion (ii) Trade FCA; (iii) Swapping computed in aggreg RT 2: DECLARA CHANGE POLICE:	regate of: of Ringgit into Foreign Currency; and of a Ringgit-denominated financial asset in Mal pate based on the Resident Individual, sole pro ATION AND UNDERTAKING ON RESIL CY NOTICES (Applicable to Resident	aysia for a financial asset in Labuan e prietorship and General Partnership's DENTIAL AND DOMESTIC RIN Entity and Non-Resident Entit	investment in Foreign Currency Asset.  GGIT BORROWING STATUS - FOREIG	
Plea	se tick and provide	the necessary, and leave the $\ \square$ blank if it is no	ot applicable.		
	se complete (a) and				
		nt/Non-Malaysia Resident reporate incorporated or established outside Market	alaysia however registered or obtaine	d approval from an authority in Malaysia. As su	uch
	we hereby declar-	e that pursuant to Foreign Exchange Policy No		a ("BNM") and Financial Services Act 2013/Isla	
		Act 2013, we are a Malaysia resident; or			
		rporate registered with Companies Commissio Policy Notices issued by BNM and Financial Se		aysia. As such, we hereby declare that pursuan vices Act 2013, we are a Malaysia resident; or	t t
	We are a body co	rporate incorporated or established outside Ma	laysia, and do not have any approval	from any authority in Malaysia to be considered	
				tices issued by BNM and Financial Services	Ac
		ncial Services Act 2013, we are a Non-Malaysia Borrowing (Applicable to Malaysia Resident			
		9 . , ,	•	dent(s) in Malaysia and in the event We have	an
	domestic Ringgit I	porrowing/financing, we undertake to inform the	ne Bank immediately.	-	
				) in Malaysia and our total investment in fore	
		cluding this application do not exceed RIVI 50 r Igregate this calendar year.	million equivalent^^ (for resident entit	y within its group of entities with parent-subsid	ıar
	relationship) in ag	Name	Utilised Amount (RM)	7	
	Entity 1	Nume	Othised Amount (KW)	-	
	Entity 2		-	-	
	Entity 3			-	
		L pestic Ringgit borrowing/financing* with a Fir		∟ ) in Malaysia and our total investment in for∈	-ia
	currency assets in		nillion equivalent** (for resident entity	y within its group of entities with parent-subsid	
		Name	Utilised Amount (RM)	Approved Amount (RM)	
	Entity 1				
	Entity 2				
	Entity 3				
			ing/financing when another resident	entity with parent-subsidiary relationship ha	S
	estic Ringgit borro ursuant to paragra		ge Policy Notices, a Resident Entity w	ith Domestic Ringgit Borrowing is allowed to inv	ves

- (i) Conversion of Ringgit into Foreign Currency;
- (ii) Trade FCA;

in Foreign Currency Asset up to RM50 million equivalent^ per calendar year using funds sourced from the aggregate of:

<sup>(</sup>iii) A Borrowing in Foreign Currency from a Licensed Onshore Bank ("LOB") for purposes other than Direct Investment Abroad; and
(iv) Swapping of a ringgit-denominated financial asset in Malaysia for a financial asset in Labuan Entity or Outside Malaysia.

^computed in aggregate based on the Resident Entity and other Resident Entity with parent-subsidiary relationship's investment in Foreign Currency Asset.

#### PART 3: DECLARATION AND UNDERTAKING (Applicable to Individual and Entity)

I/We understand that under BNM's Foreign Exchange Policy Notices,

- 1. RHBIB has the right to suspend my/our account from any further purchasing of financial assets denominated in currencies other than Ringgit Malaysia ("Investment") without the approval letter from BNM if my/our Investment has exceeded the stipulated aggregate threshold per calendar year.
- 2. Resident refers to:
  - A citizen of Malaysia, excluding a citizen who has obtained permanent resident status in a country or a territory outside Malaysia and is residing outside Malaysia;
  - A non-citizen of Malaysia who has obtained permanent resident status in Malaysia and is ordinarily residing in Malaysia;
  - A body corporate incorporated or established, or registered with or approved by any authority, in Malaysia;
  - An unincorporated body registered with or approved by any authority in Malaysia; or
  - The Government or any State Government.
- 3. Non-Resident refers to:
  - Any person other than a resident;
  - An overseas branch, a subsidiary, regional office, sales office or representative office of a resident company;
  - Embassies, Consulates, High Commissions, supranational or international organization; or
  - A Malaysian citizen who has obtained permanent resident status of a country or territory outside Malaysia and is residing outside Malaysia;

For the avoidance of doubt, this includes Malaysian Embassies, Consulates and High Commissions.

4. Domestic Ringgit Borrowing refers to:

Any borrowing/financing in Ringgit obtained by a resident from another resident (including individuals, corporations and financial institutions) in the form of utilised or unutilised credit facility, financing facility, trade financing facility (including but not limited to) trade guarantee or guarantee for payment of goods, redeemable preference share, Islamic redeemable preference share, corporate bond or Sukuk other than:

- Trade credit terms extended by a supplier for any types of good or services;
- a credit limit that a LOB apportions for its client to undertake a Forward Basis transaction, excluding a transaction that involves—
  - (i) exchanging or swapping of Ringgit or Foreign Currency debt for another Foreign Currency debt; or
  - (ii) exchanging of Foreign Currency debt for a Ringgit debt;
- a Financial Guarantee or Non-Financial Guarantees;
- Operational leasing facility;
- Factoring facility without recourse;
- A credit facility or financing facility obtained by a Resident individual from a Resident to purchase one residential property and one vehicle; or
- Credit card or charge card facility obtained by an individual from a Resident and used for payment for retail goods or services only.

For purposes of determining the Domestic Ringgit Borrowing status of a Resident Entity—

- (a) the Resident Entity is deemed to have a Domestic Ringgit Borrowing when another Resident Entity with Parent-Subsidiary Relationship has a Domestic Ringgit Borrowing; and
- (b) the following shall not be considered as Domestic Ringgit Borrowing—
  - (i) a Borrowing obtained from another Resident Entity with Parent-Subsidiary Relationship;
  - (ii) a Borrowing obtained from its Direct Shareholder; or
  - (iii) any facility including credit facility or financing facility which is used for Sundry Expenses or Employees' Expenses only.
  - "Sundry Expenses" refers to small and infrequent expenses for office supplies (e.g. stationaries), ancillary services (e.g. software and online subscription) and other minor expenses to facilitate daily business operation.
  - "Employees' Expenses" refers to business-related expenses which may include, but not limited to, travel (e.g. lodging and transportation), entertainment, health, insurance, takaful and other employees' expenses, excluding investment.
- 5. Foreign Currency Asset refers to Foreign Currency Asset Offshore and Foreign Currency Asset Onshore.

Foreign Currency Asset Offshore (previously referred to as "Investment Abroad":

- (a) a financial asset in Malaysia swapped for a financial asset in a Labuan Entity or outside Malaysia;
- (b) Foreign Currency Borrowing given to a Non-Resident;
- (c) working capital arising from the set-up of any business arrangement outside Malaysia, (including a joint venture project where no Entity is created or established):
- (d) deposit in a Foreign Currency Account maintained with a Labuan Entity or outside Malaysia excluding reasonable amount of deposit for education, employment or migration outside Malaysia; or
- (e) Foreign Currency-denominated—
  - (i) asset (tangible or intangible) offered by a Non-Resident or any person whose residency cannot be determined.
  - (ii) asset (tangible or intangible) in or maintained with a Labuan Entity or outside Malaysia;
  - (iii) Financial Instrument or Islamic Financial Instrument (excluding Exchange Rate Derivatives) without Firm Commitment offered on a Specified Exchange under the CMSA outside Malaysia undertaken by a Resident through a Resident futures broker; or
- (v) Financial Instrument or Islamic Financial Instrument (excluding Exchange Rate Derivatives) without Firm Commitment issued or offered by a Non-Resident.

# Foreign Currency Asset Onshore:

- (a) Foreign Currency-denominated securities or Islamic securities offered in Malaysia by a Resident as approved in writing by the Bank;
- (b) Foreign Currency-denominated Financial Instrument or Islamic Financial Instrument offered in Malaysia by a Resident as approved in writing by the Bank excluding a derivative or Islamic derivative transaction entered with Firm Commitment;
- (c) deposit in Investment foreign currency account (FCA) with a LOB or an approved Financial Institution as specified in Notice 3; or
- (d) any instrument offered by a LOB with Foreign Currency delivery at maturity (such as dual-currency investment).
- 6. I/we shall consent to abide with and be bound by the provision of the Financial Services Act 2013/Islamic Financial Services Act 2013 and Foreign Exchange Policy Notices and any amendments to the same from time to time with regard to any transaction or payments to or from my/our relevant Investment account(s);
- 7. In the event there are changes to the circumstances and/or details contained in this declaration and/or our undertaking herein, I/we undertake to update RHBIB of the changes immediately, failing which you may proceed to take any actions you deem fit without further reference to me/us;
- 3. I/we hereby declare that the information/declaration/undertaking provided in this form is true and correct.

D)	SOPHISTCATED INVESTOR DECLARATION
Cate	as named above hereby declare that I/We* are regarded as Sophisticated Investor pursuant to Securities Commission Malaysia's Guidelines on gories of Sophisticated Investors. I/We* am/are* are prepared to furnish any documentary evidence to establish the accuracy of this Declaration. see (/) tick in the appropriate box(es) below:-
_	I/We* hereby declare that I/we fall under the definition of <b>High-Net Worth Individual</b> , which is:  An individual whose total net personal assets exceeding three million ringgit or its equivalent in foreign currencies, provided that the net value of the primary residence of the individual contribute not more than one million ringgit of the total net assets; or  An individual whose total net joint assets with  his or her spouse; or  his or her child,
	exceeding three million ringgit or its equivalent in foreign currencies, provided that the net value of the primary residence of the individual with his or her spouse or child contribute not more than one million ringgit of the total net assets; or  An individual who has a gross annual income exceeding RM300,000 or its equivalent in foreign currencies in the preceding 12 months; or  An individual who, jointly with his or her spouse or child, has a gross annual income exceeding RM400,000 or its equivalent in foreign currencies in
	the preceding 12 months; or  An individual whose total net personal investment portfolio or total net joint investment portfolio with his or her spouse or child, in any capital market products exceeding RM1 million or its equivalent in foreign currencies.  An individual who holds any of the following qualifications and has five consecutive years of relevant working experience in finance, economics,
	actuarial science or accounting –
	☐ An individual who holds the following membership in the associations as set out below: ☐ Active Member of Chartered Financial Analyst (CFA) Institute; ☐ Chartered Banker of Asian Institute of Chartered Bankers (AICB); ☐ Ordinary Member of Financial Markets Association Malaysia (FMAM);
	Chartered Accountant, C.A(M) of Malaysian Institute of Accountants (MIA);  Ordinary Member of Malaysia Association of Tax Accountants (MATA);  Accredited Angel Investor of Malaysian Business Angel Network (MBAN);  Certified Member of Financial Planning Association of Malaysia (FPAM); or
	☐ Ordinary Member of Malaysian Financial Planning Council (MFPC); or ☐ An individual who has five consecutive years of working experience in a capital market intermediary relating to product development, corporate finance, deal advisory, investment management, sales and trading, investment research and advisory, financial analysis, or the provision of training in investment products.
	We ("the Company") hereby declare that we fall under the definition of <b>High-Net Worth Entity</b> , which is:  \[ \begin{align*} \text{A company that is registered as a trust company under the \textit{Trust Companies Act 1949}} \] and has assets under its management exceeding RM10 million or its equivalent in foreign currencies. \[ \begin{align*} \text{A corporation that:-} \end{align*} \]
	<ul> <li>is a public company under the <i>Companies Act 2016</i> which is approved by the Securities Commission Malaysia to be a trustee under the <i>Capital Markets and Services Act 2007</i> and has assets under its management, exceeding RM10 million or its equivalent in foreign currencies; or</li> <li>is carrying on the regulated activity of fund management solely for the benefit of its related corporations and has assets under its management exceeding RM10 million or its equivalent in foreign currencies;</li> <li>A corporation with total net assets exceeding RM10 million or its equivalent in foreign currencies based on the last audited accounts.</li> <li>A partnership with total net assets exceeding RM10 million or its equivalent in foreign currencies.</li> <li>A statutory body established under any laws whose function or mandate is investment in capital market products.</li> </ul>
	A pension fund approved by the Director General of Inland Revenue under <i>the Income Tax Act 1967</i> .  I/We hereby declare that I/we fall under the definition of <b>Accredited Investor</b> (s), which is:
	<ul> <li>☐ (i) A unit trust scheme, private retirement scheme or prescribed investment scheme.</li> <li>☐ (ii) Bank Negara.</li> <li>☐ (iii) A licensed person or a registered person.</li> <li>☐ (iv) An exchange holding company, a stock exchange, a derivatives exchange, an approved clearing house, a central depository or a recognized</li> </ul>
	market operator.  (v) A corporation that is licensed, registered or approved to carry on any regulated activity or capital market services by an authority in Labuan or outside Malaysia which exercises functions corresponding to the functions of the Securities Commission Malaysia.  (vi) A bank licensee or an insurance licensee as defined under the Labuan Financial Services and Securities Act 2010 [Act 704].  (vii) An Islamic bank licensee or a takaful licensee as defined under the Labuan Islamic Financial Services and Securities Act 2010 [Act 705].  (viii) A chief executive officer or a director of any person referred to in (iii), (iv), (v), (vi) and (vii) above.  (ix) A closed-end fund approved by the Securities Commission Malaysia.
asset Acco dama	e further undertake to notify you in writing in the event of any change in my/our/the Company's financial position, as a result of which my/our total net ts shall fail to meet the requirements of Securities Commission Malaysia's Guidelines on Categories of Sophisticated Investors, at any one time. rdingly, I/we* hereby irrevocably and unconditionally undertake to indemnify you against all claims, demands, losses, penalties/charges, proceedings, ages and/or expenses that you may incur or suffer, whether arising directly or indirectly as a result of our declaration as herein contained or as a result breach of our undertakings as herein contained.
I/We	e make this declaration conscientiously believing the same to be true and accurate.
	lete where applicable.

# E) PRIVACY NOTICE FOR INDIVIDUAL CLIENT / GUARANTOR / AUTHORISED SIGNATORY / CONTACT PERSON OF CORPORATE CLIENT

I/We understand that RHBIB will use, collect, record, store, share and/or process my/our personal information, including, without limitation, my/our contact details, background information, financial data, tax residency and other information relevant to my/our application for the product and / or service which

- (a) I/We have provided in this form or through any other contact with RHB Banking Group (which shall include its holding company, subsidiary(s), and any associated company(s), including any company as a result of any restructuring, merger, sale or acquisition), or
- (b) has been obtained from analysis of my/our payment and other transactions/services within the RHB Banking Group, or
- (c) has been obtained from third parties such as employers, joint applicants/accountholders, guarantors, legal representatives, industry/financial related associations, government/regulatory authorities, credit bureaus or credit reporting agencies, retailers, social networks and fraud prevention agencies or other organizations

for any and/or all of the following purposes ("Purpose"), if applicable:

- (i) providing this product and/or service and notifying me/us about important changes or developments to the features;
- (ii) updating and managing the accuracy of RHB Banking Group's records;
- (iii) prevention, detection or prosecution of crime, and complying with legal and regulatory obligations;
- (iv) assessment and analysis including credit / lending / insurance risks and/or other risk purposes, behaviour scoring / mining / profiling / data analytics / due diligence / market and product analysis and/or market research;
- (v) communications and ensuring customer satisfaction, which may include conducting surveys to improve the quality of our products and services, responding to inquiries and complaints and to generally resolve disputes;
- (vi) determining the amount of my/our indebtedness and recovering debt that I/we owe to RHBIB;
- (vii) maintaining my/our credit history for present and future reference;
- (viii) enabling an actual or proposed assignee of RHBIB, or participant or sub-participant of RHBIB to evaluate my/our transactions which are intended to be the subject of the assignment, participation or sub-participation;
- (ix) cross-selling, marketing and promotions of products and/or service of RHB Banking Group and its strategic alliances;
- (x) for RHB's corporate events (including networking events, launching of products, etc.) /contests, of which photographs / images of me/us may be captured and may be used for RHB's publications; or
- (xi) protecting RHB Banking Group's interests; or
- (xii) all other purposes which are ancillary to or related with any of the above.

I/We understand and acknowledge that it is necessary for RHBIB to process my/our personal information for the Purpose, without which RHBIB will not be able to provide the product/service that I/we have requested from RHBIB and to notify me/us about important changes or developments to the products/services. Where I/we have provided RHBIB with sensitive personal information (in particular, information consisting my/our physical/mental health for applications of insurance products/services), I/we hereby provide RHBIB with my/our express consent to process the same in the manner described in this Privacy Notice. I/We may exercise my/our options in respect of receiving marketing materials (including cross-selling, marketing and promotions as described above) at any time by visiting <a href="https://www.rhbtradesmart.com">www.rhbtradesmart.com</a> or contact <a href="mailto:customer.service@rhbgroup.com">customer.service@rhbgroup.com</a>.

I/We understand that RHBIB may disclose my/our personal information (or sensitive personal information, if applicable) to other companies within the RHB Banking Group, service providers, merchants and strategic partners, vendors including debt collection agencies, professional advisers, industry/financial related associations, credit bureaus or credit reporting agencies and fraud prevention agencies, governmental agencies, other financial institutions and any of their respective agents, servants and/or such persons, whether located within or outside Malaysia for the Purpose, if applicable, subject at all times to any laws (including regulations, standards, guidelines and/or obligations) applicable to RHBIB.

I/We further understand that I/we may request for correction (if my/our personal information is inaccurate, outdated, incomplete, etc.), access to (a prescribed fee may be charged), or deletion (if I/we no longer have any existing products/services with RHB Banking Group) of my/our personal information or limit the processing thereof at any time hereafter by submitting such request via post, email or fax to the following address:

### Manager

RHB Banking Group Customer Care Centre

Level 4, Crystal Plaza, No.4, Jalan 51a/223, Seksyen 51a,

46100 Petaling Jaya Selangor, Malaysia Telephone number: +603 9206 8118 Email: customer.service@rhbgroup.com

I/We acknowledge that RHB Banking Group may modify or update its Privacy Notice from time to time, a copy of which is available at <a href="https://www.rhbgroup.com">www.rhbgroup.com</a> and that I/we may channel any complaints or inquiries I/we may have in the manner indicated above.

## [This paragraph is only applicable to RHB Investment Bank Berhad customer(s), if any]

I/We understand that RHBIB is regulated by Bursa Malaysia, and that my/our personal information may be disclosed to the relevant Bursa entity (which shall include Bursa Malaysia Berhad, Bursa Malaysia Securities Clearing Sdn Bhd, Bursa Malaysia Depository Sdn Bhd, Bursa Malaysia Derivatives Clearing Berhad, or Bursa Malaysia Derivatives Berhad, etc) (collectively, "Bursa Malaysia") for legal, regulatory and administrative purposes, if applicable. Where my/our personal information is provided to Bursa Malaysia, I/we understand that Bursa Malaysia's personal data protection practices as described in Bursa's Personal Data Notice, (available at <a href="http://www.bursamalaysia.com/personal-data-notice">http://www.bursamalaysia.com/personal-data-notice</a>) would apply.

#### [This paragraph is only applicable to individual guarantor(s), if any]

I understand that as a guarantor, RHBIB will process my/our personal information according to the Purpose described above and that I/we will have similar rights to access and correct my/our personal information as described above.

## ACKNOWLEDGEMENT AND CONSENT

By providing my/our personal information and signature, I/we consent to RHBIB processing my/our personal information for any necessary disclosures and overseas transfers of my/our personal information to relevant third parties, for the Purpose, if applicable.

I/We agree to the disclosure and/or transfer of my/our personal information to relevant third parties as a result of any restructuring, sale or acquisition of any company within the RHB Banking Group, provided that the recipient uses my/our personal information for the Purpose, if applicable.

I/We also represent and warrant that I/we have sufficiently obtained the consent of third party individual(s) (e.g. family, spouse, related parties, supplementary cardholder and/or emergency contact persons, etc) whose personal information I/we have disclosed to RHBIB to allow RHBIB to process the same in relation to the Purpose, if applicable.

## [This paragraph is only applicable to the authorized signatory(s)/contact person(s) of RHBIB's corporate customer(s), if any]

As the authorized signatory(s)/contact person(s) of RHBIB's corporate customer, I/we understand that personal information of the directors, individual shareholders, employees, other authorised signatories, individual guarantors, individual security providers, suppliers/vendors and/or related parties etc., may be collected and processed by RHBIB for the purpose of the commercial transactions between the corporate customer and RHBIB. I/We represent and warrant that I am/we are entitled to provide the said personal information to RHBIB and/or the appropriate consent have been obtained to allow RHBIB to process the said personal information for the said purpose.

[This paragraph is only applicable to parent/legal guardian/next-of-kin/authorized representative of Junior Account holder(s), if any]
If I am/we are providing consent as parent / legal guardian / next-of-kin / authorized representative of a junior applicant, I/we understand that the personal information of the junior applicant will be processed by RHBIB for the Purpose described above.

#### F) CONSENT FOR CROSS SELLING, MARKETING, PROMOTE PRODUCTS AND SERVICES OF STRATEGIC PARTNERS

Please √ where applicable

I/We consent and authorize RHBIB to process and disclose any information that I/we have provided for the purposes of cross selling, marketing, promotions (including administering offers and competitions), and conducting surveys (to improve the quality of products/services) to RHB Banking Group (which shall include the holding company(s), its subsidiary(s), any associated company(s) and/or any company/branch as a result of any restructuring, merger, sale or acquisition, whether in or outside Malaysia), strategic partners, service providers and its agent, servant and/or such persons or third parties, if applicable. In the event, I/we do not wish to disclose my/our personal data for the said purpose, I/we will submit and sign the revocation request in the prescribed form to RHBIB to remove from receiving marketing materials (including cross-selling, marketing and promotions described above).

Yes No

#### (G) DECLARATION, ACKNOWLEDGEMENT AND AUTHORISATION

- 1. I/We declare that all particulars and information given in this Updating of Client's Particulars Form are true and correct and that I/we have not withheld any material facts or information from RHBIB. RHBIB is entitled to fully rely on such information for all purposes, unless RHBIB receives notice in writing from me/us informing otherwise. I/We hereby undertake to furnish RHBIB with such additional particulars as RHBIB may require at any time and also undertake to inform RHBIB of any changes with regard to the particulars stated herein from time to time.
- 2. In consideration of RHBIB agreeing to my/our request for the issuance and delivery of contract notes/statements by way of electronic or online devices, and any other notices issued by RHBIB from time to time, I/we hereby accept and assume the risks associated with the transfer of documents/information by way of electronic or online devices and/or delivery, including delays or failure in the transmission due to breakdown or failure of transmission or traffic congestion of communications or any other cause(s) beyond your control or anticipation and/or inherent risks in receiving electronic contract notes/statements. I/We understand the risks involved in communication over the internet and/or electronic communication channel. I/We shall not dispute or challenge the validity, enforceability or admissibility of any such record and the contents therein. In the event of systems failure, I/we consent to receive the contract notes/statements via post or such other means as RHBIB deems fit and appropriate. I/We also agree that this instruction shall be effective until revoked by me/us by giving you a newly executed form superseding this form. I/We also understand that you may cancel this email delivery service without providing any reason and/or prior notice to me/us.
- 3. I/We acknowledge that any contract notes/statements sent to me/us, whether by e-mail or by post, if sent to my/our address as given to you herein shall be deemed to be duly served on me/us within the applicable period provided for in the agreement after it is posted and/or if sent by e-mail, on the day such communication was made.
- 4. I/We further consent to update the particulars in Bursa Malaysia Depositary CDS system and the disclosure by Bursa Malaysia Depository Sdn. Bhd. ("Bursa Depository") to RHBIB, and to such agents, service providers and sub-contractors of RHBIB as informed by RHBIB to Bursa Depository, of information or documents relating to my / our affairs and in particular, relating to my / our account(s) but not limited to balances, account particulars and / or transactions. This consent shall be valid until revoked by me / us and such revocation is accepted by RHBIB. I / We hereby release Bursa Depository from any loss or liability arising from or in connection with this authorization.
- 5. I/We shall assume all responsibility or liability whatsoever for any direct or consequential loss arising from or in connection with you acceding to my/our above request. I/We further agree to fully indemnify RHBIB and hold RHBIB harmless from and against all actions, proceedings, claims, demands, losses, damages, costs, penalties, fines, charges and expenses which RHBIB may sustain, incur and be liable to in consequence of or attributable to or arising from the above request.
- 6. I / We acknowledge and agree that:
  - (a) RHBIB is obliged to comply with all applicable laws, regulations, directives, policy documents, guidelines, practice directions, sanctions, industry standards and practices and other requirements, including without limitation the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001, the Strategic Trade Act 2010, Financial Services Act 2013, Islamic Financial Service Act 2013, to which RHBIB as a licensed financial institution may from time to time be subject to in Malaysia (collectively, "Regulatory Requirements");
  - (b) RHBIB shall be entitled to do or refrain from doing any act or thing, for compliance with the Regulatory Requirements;
  - (c) if RHBIB is of the opinion that any event or circumstance (whether related or not), which would make it unlawful or illegal for RHBIB to approve the Application or to grant or make available of, or to disburse any funds under, the Trading Account(s), has occurred or arisen, or the approval of the Application or the granting or making available of, or the disbursement of any funds under, the Trading Account(s) would contravene any of the Regulatory Requirements (in whole or in part), including without limitation RHBIB's receipt of any alert or positive name match from the relevant checks conducted on the Client and any related third party involved in the underlying transaction(s) (including without limitation the vendor/ developer/ promoter/ agent/ trustee/ supplier to whom any funds under the Trading Account is to be disbursed) by RHBIB pursuant to the Regulatory Requirements, then, notwithstanding anything to contrary contained in this Application, RHBIB shall, at any time without written notice/ by giving not less than 14 working days written notice or such shorter period as required or permitted by such Regulatory Requirements, be entitled to:-
    - (i) Reject the Application and do all such acts and things as may be necessary to comply with the Regulatory Requirements;
    - (ii) Suspend the Trading Account(s), and do all such acts and things as may be necessary to comply with the Regulatory Requirements; and/ or
    - (iii) *Close* the Trading Account(s) and terminate its relationship with the Client, and do all such acts and things as may be necessary to comply with the Regulatory Requirements.
  - (d) if the Trading Account(s) is closed/terminated by RHBIB pursuant to their compliance to Regulatory Requirements:
    - (i) the indebtedness or all monies outstanding shall immediately become due and payable;
    - (ii) the security created under the Security Documents shall immediately become enforceable;
    - (iii) no utilization or further utilization of the services under the Trading Account(s) shall be made allowed; and
    - (iv) RHBIB shall be entitled to exercise all or any of its rights and remedies available to it under the Trading Account(s), the applicable laws or otherwise;
  - (e) I/We shall provide all such documents and information as RHBIB may require (at all times during the term of the business relationship) for the purposes of complying with the Regulatory Requirements;
  - (f) RHBIB shall be entitled to freeze/ seize the account/ facilities under its control or due from any source to it, pursuant to order(s) from enforcement agency(ies) until such further notice (revocation order) is received from the said enforcement agency or the cease of the order (whichever the first); or unless there is a variation order.
- 7. I / We hereby represent and warrant, and undertake that:
  - (i) I/We have not engaged, and shall not at any time engage, directly or indirectly, in a transaction that involves proceeds of an unlawful activity or instrumentalities of an offence;
  - (ii) I/We have not acquired, received, possessed, disguised, transferred, converted, exchanged, carried, disposed of or used, and shall not at any time acquire, receive, possess, disguise, transfer, convert, exchange, carry, dispose of or use, proceeds of an unlawful activity or instrumentalities of an offence:
  - (iii) I/We have not removed from or brought into Malaysia, and shall not at any time remove from or bring into Malaysia, proceeds of an unlawful activity or instrumentalities of an offence:
  - (iv) I/We have not concealed, disguised or impeded, and shall not at any time conceal, disguise or impede, the establishment of the true nature, origin, location, movement, disposition, title of, rights with respect to, or ownership of, proceeds of an unlawful activity or instrumentalities of an offence;
  - (v) I/We will at all times comply with the Regulatory Requirements;
  - (vi) I/We will be fully liable if found to have contravened the Regulatory Requirements causing legal repercussion to RHBIB due to its actions; and
  - (vii) I/We understand that any breach(es) due to AMLA and sanction requirements are non-negotiable.

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Signature of Client (Individual) / Authorised Signatory (Corporate)  Name of Client / Authorised Signatory  NRIC / Passport No. of Authorised				Signature of Joint Applicant (If applicable)  Name of Joint Applicant				<u>-</u>
Signatory : (Corporate)  Designation of Authorised Signatory (Corporate)		; y :	Date  Please affix corporation stamp (for		poration stamp (for	:		_
Date		:		Corporate Client		:		-
FOR OFFICE USE ONLY								
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reasons of update	ا ] 	= .	rations				ing Date	
Verified by	: -	Change in business ope	rations	☐ Tech	nical issue		1	
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Verified by	:	Change in business ope	rations	☐ Tech	nical issue		1	