## KENANGA INVESTORS BERHAD PRIVACY POLICY

This Privacy Policy describes the Client's personal data and information that Kenanga Investors Berhad ("KIB") collects, and the handling of such Client Data. The term Client wherever appearing in this Privacy Policy shall refer to KIB's Clients as well as prospective clients or persons applying for any services, accounts or products from KIB.

The Client's personal data and information such as contact details, background information, financial data and other information ("Client Data") which the Client had previously provided to KIB when the Client applies for an account or any other products or services with KIB or where KIB obtains such Client Data from third parties or other organisations, when the Client uses KIB's online services or accesses any of KIB's websites. KIB may also have obtained the Client Data by analyzing the way the Client uses and manages the Client's account(s), from the payment and transactions made or from any recording.

# Use and Disclosure of Information

KIB may use, process and/or disclose the Client Data for the following purposes ("Purpose"):-

- prevention, prosecution, investigations of fraud or other illegal activity or potential illegal activity, or to conduct investigations of violations of any governing terms and conditions;
- requirements of a civil or criminal legal process and/or as required by law or regulation and/or for regulatory compliance purpose;
- disclosure to the government of the United States of America (US), Inland Revenue Service of US, and any other relevant government or authorities, for and in relation
  to the compliance of the requirements under the Foreign Account Tax Compliance Act 2010 (FATCA);
- disclosure to K&N Kenanga Holdings Berhad Group of Companies for the purpose of, including but not limited to, provide their respective services/products to the Client, whether upon the Client's request or otherwise.
- to share the information with trusted business partners for the provision of their services;
- acquisition, merger, transfer of assets/business, assignment of rights/liabilities to another company;
- credit reference and other organisations who may use and give out information to other lenders and insurers;
- to vendors, suppliers, counterparties, persons who provide a service to KIB or are acting as KIB's agents;
- to compare information/data for accuracy, and verify it with third parties;
- research and improve K & N Kenanga Holdings Berhad Group of Companies' products and services, operational and business processes;
- marketing and promotions of products and services of K & N Kenanga Holdings Berhad Group of Companies;
- transfer to foreign jurisdictions to enable any cross border transactions, for the performance of a contract, any legal proceedings, request from a foreign regulatory or government authority, protection of vital interest of the Client or where it is in the public interest to do so;
- protecting K&N Kenanga Holdings Berhad Group of Companies' interests and other ancillary or related purposes.

The Client may have provided personal and financial information relating to others (ie: joint applicant, related parties and/or emergency contact persons) for the Purpose. In such cases, the Client warrants that the Client had or has their consent or is otherwise entitled to provide their information to KIB. Where the Client Data has been provided to Bursa Malaysia Securities Berhad, its holding company or related corporations for any of the Purpose, the Client hereby agrees for the processing of the Client Data by Bursa in accordance with the terms of the Bursa's personal data notice as provided under <a href="http://www.bursamalaysia.com">www.bursamalaysia.com</a>.

#### Access to Information

The Client is entitled to review and request correction of the Client Data. Should the Client wishes to exercise this right please write to KIB's Data Officer setting out the details of the Client's request and all the Client's Account numbers (if applicable), name and NRIC/Passport number. A fee may be charged for this service.

#### **Options On Disclosure**

KIB allows the Client the opportunity to remove itself and any information about the Client (save for information which is necessarily retained by KIB to comply with legal or regulatory requirements) from KIB's database or require KIB to cease processing all or part of the Client's Data by submitting a written notification addressed to KIB's Data Officer. However, in such an event, KIB reserves the right to close the Client's Account(s) if KIB feels that such removal or cessation would not allow KIB to provide its products and services in a satisfactory manner.

#### Enquiries and Complaints

Any queries, requests, concerns or complaints regarding the use of the Client's Data may be raised to the following contact:-

Data Officer Kenanga Investors Berhad, 12<sup>th</sup> Floor, Kenanga International, Jalan Sultan Ismail, 50250 Kuala Lumpur.

In applying for, using or continuing to use KIB's services, the Client shall be deemed to have accepted and consented to the terms of this Privacy Policy, including any updates or revisions. If the Client does not consent to the terms herein, kindly contact KIB at the abovementioned contact details.

# **Changes to KIB's Privacy Policy**

KIB reserves the right to change the contents of this Policy at any time via notification posted on KIB's website. The Client is advised to periodically view KIB's website for any updates or the most current version of KIB's Privacy Policy.

# AGREEMENT ON PERSONAL DATA AND INFORMATION

My personal data and information shall be governed by the Terms and Conditions set out in the Privacy Policy above together with the Account Opening and Application Form, as may be amended or supplemented from time to time. I hereby acknowledge that I have been notified and that I have read and understood such Privacy Policy and accepts the terms and conditions herein.