

**PHILLIP MUTUAL BERHAD (570409-K) (CMSL/A0245/2008)**

B-2-7, BLOCK B, LEVEL 2, UNIT 7, MEGAN AVENUE II, No. 12, JALAN YAP KWAN SENG, 50450 KUALA LUMPUR.
 Tel: 03-2783 0300 Fax: 03-2166 5099 Website: www.phillipmutual.com E-mail: phillipmutual@poems.com.my
 Customer Services Hotline: 03-2783 0200

FUND MASTER FORM

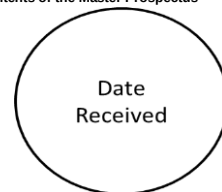
Master Account No

This Fund Master Form is to accompany the latest Master Prospectus and which has been registered with the Securities Commission. Investors are required to read and understand the contents of the Master Prospectus before completing this Account Opening Form. In compliance with the Capital Market and Services Act 2007, this Account Opening Form must be circulated with the Master Prospectus.

Please complete this form in **BLOCK LETTERS** and tick (✓) in ☐ where appropriate.

☐ Non-Wrap	☐ Wrap	Service Fee	%
		Wrap Fee	%

	UTC
	Staff

**PARTICULARS OF PRINCIPAL HOLDER (APPLICANT)**

* Denotes mandatory field which must be properly disclosed and completed by the applicant. Please tick (✓) in where applicable.

Principal Holder's Name* (as per NRIC/Passport)					
NRIC/Passport No*		Date of Birth*		Nationality*	() Malaysian () Non-Malaysian Country: _____
Race	() Malay () Indian	() Chinese () Others	Email*	() Opt for e-copy for all statements, reports and communication relating to your investment via email	
Contact No.*	Mobile: _____		Home: _____		
Residential Address* (as per NRIC)					
Correspondence Address* (if different from Residential Address)					

EMPLOYMENT/BUSINESS OF PRINCIPAL APPLICANT

Principal Holder's Occupation*	() Employed () Self-Employed () Retiree () Student () Housewife () Unemployed					
Present Position*			Name of Company*			
Nature of Business*			Company's Address**			
Contact No.	Office: _____		Fax: _____			
Present Annual Income*	() RM30,000 & below () RM30,000-RM60,000		() RM60,001 – RM120,000		() Above RM120,000	
Estimated Net Worth*	() Up to RM100,000 () RM100,001-RM500,000		() RM500,001 – RM3,000,000		() Above RM3,000,000	
Source of Funds*	() Salary/Employment/Commission () Inheritance () Investment Returns () Insurance maturity () Own Business Income () Gift () EPF () Others. Please specify: _____					

** For initial investment amount more than RM50,000, disclosure of company address is compulsory.

PARTICULARS OF JOINT APPLICANT (IF APPLICABLE)

Joint Holder's Name* (as per NRIC/Passport)					
NRIC/Passport No*		Date of Birth			
Race	() Malay () Indian	() Chinese () Others	Nationality*	() Malaysian () Non-Malaysian	Country: _____
Contact No.*	Mobile: _____		Home: _____		Office: _____
Email*					
Relationship to Principal Holder*					

EMPLOYMENT/BUSINESS OF JOINT APPLICANT

Joint Holder's Occupation*	() Employed () Self-Employed () Retiree () Student () Housewife () Unemployed					
Present Position*			Name of Company*			
Nature of Business			Company's Address**			
Contact No.	Office: _____		Fax: _____			
Present Annual Income*	() RM30,000 & below () RM30,000-RM60,000		() RM60,001 – RM120,000		() Above RM120,000	
Estimated Net Worth*	() Up to RM100,000 () RM100,001-RM500,000		() RM500,001 – RM3,000,000		() Above RM3,000,000	
Source of Funds*	() Salary/Employment/Commission () Inheritance () Investment Returns () Insurance maturity () Own Business Income () Gift () EPF () Others. Please specify: _____					

** For initial investment amount more than RM50,000, disclosure of company address is compulsory.

PARTICULARS OF CORPORATE APPLICANT

Name of Corporation*			
Registration No.*		Nature of Business*	
Incorporation Date*		Place of Incorporation*	
Paid-up Capital*		Shareholder's Equity	
Corporate Status	() Bumiputra Controlled () Non-Bumiputra Controlled () Non-Malaysian Controlled () Government Controlled		
Registered Address*			
Correspondence Address*			
Contact No.*	Tel:		Fax:
Office Email			
Name of Director 1 (as per NRIC)		NRIC	
Director 1's Address			
Name of Director 2 (as per NRIC)		NRIC	
Director 2's Address			
Contact Person Name (as per NRIC)			
Contact Person NRIC		Designation	
Contact No.*	Mobile:	Office:	Fax:
Email*			

OPERATING INSTRUCTION FOR INVESTMENT *(MANDATE)

Joint Account	() First Applicant to sign () Either one to sign# () Both to sign
Corporate Account	() As per Board Resolution () As per Sole Proprietor

We hereby understand and agree that either one of us can give instruction to conduct any transaction for this account and we release and indemnify the Manager, the Trustee and the Fund against any claims or demands in respect of any liability arising as a result of the Manager acting upon this signing instructions. The mandate given by us as joint account holders may be revoked at any time by any parties to the account.

DETAILS OF INITIAL INVESTMENT

No	Fund Name	Investment Type – Please tick (✓)		Amount (RM)	Regular Investment Plan (Monthly Deduction Amount, RM)	Remarks
		Lump Sum	Regular Investment			
1				RM	RM	
2				RM	RM	
3				RM	RM	
4				RM	RM	
5				RM	RM	
6				RM	RM	
7				RM	RM	

DETAILS OF INVESTMENT PAYMENT MODE

Mode of Payment	Cheque/Reference No./Form	Payment Date
Cheque/Bank Draft No.		
Telegraphic Transfer		
Online Transfer		
Bank Transfer		
Auto Debit/Standing Instruction	Please attach the duly completed Auto Debit/Standing Instructions form	15 th of the month

Note:

- Payment for postal application should be made by cheque only. Cheque/Bank Draft must be drawn at a bank located in Malaysia in Ringgit Malaysia (RM) and should be made payable to Phillip Mutual Berhad and crossed 'Account Payee Only' and enclosed with the Fund Master Form. 3rd Party and /or post-dated cheques will not be accepted. Application for units will be processed on the date, which the completed documents are received or deemed to have been received by PMB (applicable cut off time will apply). For investment in PMMMF with duly completed documents, the effective date will be the actual date the money is credited into Phillip Mutual Berhad's (PMB) bank account.
- Telegraphic Transfers - Telegraphic transfers should be remitted in Ringgit Malaysia (RM) to the bank account stated below. A copy of the receipt from the forwarding bank must be sent together with the Fund Master Form. Please note that any bank charges and/or other fees levied by the remitting bank for undertaking a telegraphic transfer will have to be borne by the transferor. Telegraphic transfer from 3rd party will not be accepted.
- Online Transfer – Depending on the online banking facility, investors can make payment through online transfer facility to the account mentioned below and fax or email the transaction slip to PMB. For transactions done via our websites, <https://www.eunitrust.com.my> and <https://www.fame.com.my>, payment can be made through the online transfer facility offered therein. Online payment by 3rd party will not be accepted.
- Bank Transfer – investors may also make payment via over-the-bank counter whereby the monies is directly transferred from the investor's account to PMB's account. Investors must provide the banking/transaction slip with the detail of the investor's account (i.e. name and account number) to PMB. Bank transfer from 3rd party will not be accepted.
- Auto Debit – Instructions can be given to debit the investors bank account by filling up a Maybank Auto Debit Form if the investor has an account with Maybank or FPX Direct Debit Authorisation (DDA) if the investor has an account with other banks. This facility is to cater for investors who opt for a regular savings plan. Auto Debit instruction from 3rd party account will not be accepted.

Payable to : PHILLIP MUTUAL BERHAD				
Bank Details	Malayan Banking Bhd, KL Main Office	Public Bank Berhad, Jalan Ampang	CIMB Islamic Bank Berhad, Jalan Raja Chulan	AMIslamic Bank Berhad, Jalan Yap Kwan Seng
Account No.	514011-379755	3169402106	8600048985	0662022016234
Website	www.maybank2u.com.my	www.pbebank.com.my	www.cimbclicks.com.my	www.ambankgroup.com.my

REDEMPTION & DISTRIBUTION INSTRUCTIONS

- For joint account, redemption proceed will be issued/bank into principal holder or joint bank account only.
- All distribution (if any) will be reinvested in further Units of the same Fund unless you specifically request otherwise by ticking (✓) the box: () Pay out by cheque

Note:

- Where a unit holder requests for a full redemption on his/her investment in Phillip Master Money Market Fund within the month, any income distribution subsequently declared will be automatically paid out to the Unit holder on the first working day of the following month. Under such circumstances, the unit holder must provide his/her bank account number and the bank's name to facilitate banking of the income distribution cheque to his/her bank account.
- For full withdrawal on Phillip Master Money Market Fund within the month, any income distribution shall be paid on the 1st working day of the following month only if there is a balance after deduction of RM 5.00 for administration fees. Please provide the bank's name and your account no. for us to facilitate in banking of your income distribution cheque (if any).

Type of Account	() Savings	() Current
Bank Name		Branch
Account Holder Name		Account No.

EXCHANGE CONTROL DECLARATION

(Non-Malaysian / Malaysian residing outside Malaysia / Non-Malaysian Registered Company)

() I/We declare that I am/we are citizen(s) of _____ and permanent resident(s) of _____ (indicate country)

() I/We declare that the Company is incorporate in _____ (indicate country)

NOTICE CONCERNING YOUR PERSONAL DATA

PRIVACY AND PERSONAL DATA POLICY

We are committed to protecting the privacy of the investors in conducting our unit trust management business. "Personal Data" is information that identifies and relates to you or other individuals (such as your joint account holder). In this form, we describe to you how we handle your Personal Data that we collect through this Fund Master Form (the "Fund Master Form") and through other means (for example, from your written instructions, telephone calls, e-mails and other communications or correspondences with us, as well as from our unit trust agents, financial planners, business partners, other unit trust management companies, or other third parties involved in our business dealings with you). "YOU" IN THIS NOTICE REFERS TO YOU AS PRINCIPAL HOLDER AND/OR YOUR JOINT ACCOUNT HOLDER, IF APPLICABLE.

1. About this Notice :

- This "Notice Concerning Your Personal Data" ("Notice") is issued pursuant to **Section 7 of Malaysian Personal Data Protection Act 2010** ("Act") under the "Notice and Choice Principle". Please refer to **Section 2** of this Notice for definition of Personal Data.
- This Notice is available in both the national and English languages. You may request to be issued a free copy of the Notice in either or both languages by sending an email to our Customer Service at phillipmutual@poems.com.my, calling our Customer Service Hotline at 03-2783 0200, or writing to "Customer Service, Phillip Mutual Berhad" at B-2-7, Block B Level 2 Unit 7, Megan Avenue 2, No. 12, Jalan Yap Kwan Seng, 50450 Kuala Lumpur. This Notice is also available on our websites, "www.phillipmutual.com", "www.eunittrust.com.my" and "www.fame.com.my".
- PLEASE NOTE THAT THE ACT IS ONLY APPLICABLE IN RESPECT OF DATA PROVIDED BY INDIVIDUAL APPLICANT(S) (i.e. INDIVIDUAL DATA SUBJECTS) ONLY AND NOT APPLICABLE TO CORPORATE APPLICANTS.**

2. What is Your Personal Data (Definition of Personal Data):

- Your Personal Data means any information given by you ("the Data Subject") that relates directly or indirectly to you in our business dealings with you, which is:-
 - being processed wholly or partly using electronic medium (e.g. computer) or any equipment operating automatically; or manually;
 - being recorded by us with the intention that it should wholly or partly be processed by means of such equipment referred to above,
 - being recorded as part of relevant filing system or with the intention that it should form part of our filing system.
- Personal Data also includes "sensitive" personal data ("**Sensitive Personal Data**"), defined as any personal data consisting of information as to your physical or mental health or conditions, your political opinions, your religious beliefs or other beliefs of a similar nature, the commission or alleged commission by you of any offence, or any other sensitive personal data as determined under the Act.
- Description of the Personal Data collected from you is set out in **Section 8** below.
- SENSITIVE PERSONAL DATA STATEMENT:** In general, we will never ask for any of your Sensitive Personal Data as it is not relevant to our business dealings with you. If it becomes necessary to ask for such Sensitive Personal Data, we will only process the same after receiving your express written consent.

3. The purposes for which your Personal Data is being or collected and further processed:

We collect and process your Personal Data for the following purposes:

- To solicit contributions to Units in the Unit Trust Fund(s).
- To aid us to make decisions on whether and how to provide our products and services to you
- To enter into business transaction with you.
- To deliver the necessary notices, services and/or products in accordance with our agreement with you.
- To execute business process and operations such as client relationship management,
- To aid in our planning in connection with our service and products.
- To communicate with you as part of our client-business relationship.
- To send you important information regarding changes to our policies, other terms and conditions and other administrative information.
- To assess your eligibility for suitable investment plans, and process your funds and other payments.
- To improve the quality of our training and security (for example, with respect to recorded or monitored phone calls to our Customer Service contact numbers).
- To prevent, detect and investigate crime, including fraud and money laundering, and analyze and manage other commercial risks.

- To carry out market research and analysis, including satisfaction surveys, where applicable.
- To provide marketing information to you (including information about other products and services offered by companies within our PhillipCapital Malaysia Group and selected third-party partners) in accordance with preferences you have expressed.
- To personalize your experience on our website by presenting information to you via our website.
- To allow you to participate in contests, prize draws and similar promotions, and to administer these activities. Some of these activities have additional terms and conditions, which could contain additional information about how we use and disclose your Personal Data, which you must read carefully.
- To manage our IT infrastructure and business operations.
- To comply with internal policies and procedures such as for auditing; finance and accounting; IT systems; data and website hosting; business continuity; and records, document and print management.
- To resolve complaints, and handle requests for data access or correction.
- To comply with applicable Malaysian laws and regulatory obligations (such as those relating to anti-money laundering and anti-terrorism)
- To comply with legal process; and respond to requests from public regulatory and governmental authorities.
- To establish and defend the legal rights privacy, safety or property of our company and/or related companies, and pursue available remedies or limit our damages.

4. How we collect your Personal Data (Source of your Personal Data):

We collect your Personal Data from various sources such as from the internet and social media, from publicly available information, from forms submitted by you, and through telephone calls, telephone recordings, camera and security footage (CCTV), your communication and correspondences with us (via electronic or written media), from our unit trust agents, financial planners, business partners, other unit trust management companies, or other third parties involved in our business dealings with you.

5. Your right to access your Personal Data and make correction requests, raise questions and concerns:

- You shall be given access to your Personal Data held by us and you shall be able to correct that Personal Data where the Personal Data is inaccurate, incomplete, misleading or not up-to-date, except where compliance with a request to such access or correction is refused under the Act.
- Your Personal Data shall be processed by us or by a third party ("Service Provider") on our behalf.
- You may, upon payment of a prescribed fee, make a request in writing to us, for (1) information of your Personal Data that is being processed by or on our behalf, and (2) for a copy of your Personal Data to be provided to you in a legible format.
- If you found your Personal Data to be inaccurate, incomplete, misleading or not up-to-date, you have the right to access, correct, object to the use of, or request deletion or suppression of your Personal Data. Please contact us as set out in **Section 7** below with any such requests or if you have any questions or concerns about how we process Personal Data.
- We will ensure compliance with your request not later than twenty-one (21) days from the date of receipt of such request, subject to **Section 5.5** below.
- Please note that some Personal Data may be exempt from access, correction, objection, deletion or suppression rights in accordance with the Act. We will notify you when certain circumstances arise as permitted under the Act where we may refuse to comply with your request not later than twenty-one (21) days from the date of receipt of your request.**

6. Sharing of Your Personal Data (the class of third parties to whom we disclose or may disclose your Personal Data):

- We may make your Personal Data available to:

a) Our group companies

For a list of PMB or PhillipCapital group of companies that may have access to and use of your Personal Data, please refer to: <http://www.poems.com.my>. PMB is responsible for the management and security of jointly used Personal Data. Access to Personal Data within PMB is restricted to those individuals who have a need to access the information for our business purposes.

b) Other marketing and distribution parties

In the course of marketing and distribution of unit trust funds, we may make Personal Data available to third parties such as other financial planners; service providers; regulators and employees and other intermediaries and agents; appointed representatives; distributors; affinity marketing partners; and financial institutions, securities firms and other business partners.

c) Our service providers

External third-party service providers, such as medical professionals, accountants, auditors, experts, lawyers and other outside professional advisors; call center service

providers; IT systems, support and hosting service providers; printing, advertising, marketing and market research and analysis service providers; banks and financial institutions that service our accounts; third-party back office service providers and administrators; document and records management providers; construction consultants; engineers; examiners; administrators of justice; translators; and similar third-party vendors and outsourced service providers that assist us in carrying out business activities.

d) Governmental authorities and third parties involved in court action

We may also share Personal Data with governmental or other public authorities (including, but not limited to, workers' compensation boards, courts, law enforcement, tax authorities and criminal investigations agencies); and third-party civil legal process participants and their accountants, auditors, lawyers and other advisors and representatives as we believe to be necessary or appropriate: (a) to comply with applicable law, including laws outside Malaysia; (b) to comply with legal process; (c) to respond to requests from public and government authorities including public and government authorities outside Malaysia; (d) to enforce our terms and conditions; (e) to protect our operations or those of any of PhilipCapital Malaysia Group of companies; (f) to protect our rights, privacy, safety or property, and/or that of our group companies, you or others; and (g) to allow us to pursue available remedies or limit our damages.

e) Other Third Parties

We may share Personal Data with payees; emergency providers (fire, police and medical emergency services); retailers; medical networks, organizations and providers; travel carriers; credit bureaus; credit reporting agencies; and other people involved in an incident that is the subject of a dispute; as well as purchasers and prospective purchasers or other parties in any actual or proposed reorganization, merger, sale, joint venture, assignment, transfer or other transaction relating to all or any portion of our business, assets or stock.

Personal Data may also be shared by you, on message boards, chat, profile pages and blogs, and other services on our website to which you are able to post information and materials. Please note that any information you post or disclose through website services will become public information, and may be available to visitors to the website and to the general public. We urge you to be very careful when deciding to disclose your Personal Data, or any other information, on our website.

6.2 We shall ensure that there is a procedure, policy, process or control when vendors, contractors, suppliers or any third party are allowed to have access to your Personal Data in the course of data maintenance.

7. Who to contact about your Personal Data (for any inquiries or complaints in respect of your Personal Data):

If you have any questions about our use of your Personal Data you can e-mail to our **Customer Service** at phillipmutual@poems.com.my, or call our **Customer Service Hotline** at 03-2783 0200, or write to "Customer Service", Phillip Mutual Berhad at B-2-7, Block B Level 2 Unit 7, Megan Avenue 2, No. 12, Jalan Yap Kwan Seng, 50450 Kuala Lumpur.

8. Your Personal Data that we collect (Description of the Personal Data collected from you):

The Personal Data collected about you may include:

● **General identification and contact information**

Your name; address; e-mail and telephone details; gender; race, nationality status; identification card number; date of birth; passwords; educational background; photos; employment history, skills and experience; professional licenses and affiliations and relationship to the joint account holder (if applicable).

● **Identification numbers issued by government bodies or agencies**

National registration identification number; passport number; tax identification number; military identification number; or driver's or other license number.

● **Financial information and account details**

Payment card number; bank account number and account details; credit history and credit score; assets; income; and other financial information.

● **Other sensitive information**

In rare cases, we may receive sensitive information about your religious beliefs, political opinions, family medical history or genetic information (for example, if you apply for insurance through a third-party marketing partner that is a trade, religious or political organization). In addition, we may obtain information about your criminal record or civil litigation history in the process of preventing, detecting and investigating fraud. We may also obtain sensitive information if you voluntarily provide it to us (for example, if you express preferences regarding medical treatment based on your religious beliefs).

● **Telephone recordings**

Recordings of telephone calls to our representatives and customer service call centers.

● **Information enabling us to provide products and services**

Location and identification of your property to send your statement (for example, property address); your status as director or partner, and other ownership or management interest in an organization.

● **Marketing preferences and customer feedback**

You may let us know your marketing preferences, enter a contest or prize draw or other sales promotion, or respond to a voluntary customer satisfaction survey.

9. The choices and means available for limiting the processing of Personal Data, including Personal Data relating to other persons who may be identified from that personal data:

If you wish to limit the processing of your Personal Data, including Personal Data relating to other persons who may be identified from that personal data, you may contact us at the address set out in **Section 7** above.

10. Whether it is obligatory or voluntary for you to supply your Personal Data

It is obligatory for you to supply your Personal Data to us to enable us to use it as described in **Section 3** above. Your failure to provide your Personal Data may cause us to be unable to provide you any of the services described herein.

11. Withdrawal of consent

You may by notice in writing withdraw your consent to the processing of your Personal Data. We shall, upon receiving your notice, cease the processing of the Personal Data, whereupon our relationship may be terminated.

12. Your right to prevent processing of Personal Data likely to cause damage or distress

12.1 Subject to **Section 12.2**, you may at any time by notice in writing to us, require us, at the end of such period as is reasonable in the circumstances, to, in respect of any of your Personal Data, either (a) cease the processing of or processing for a specified purpose or in a specified manner; or (b) not begin the processing of or processing for a specified purpose or in a specified manner,

if, based on reasons to be stated by you, (a) the processing of that Personal Data or the processing of personal data for that purpose or in that manner is causing or is likely to cause substantial damage or substantial distress to you or to another person; and (B) the damage or distress is or would be unwarranted.

12.2 **Section 12.1** shall not apply where:

- you have given your consent;
- the processing of Personal Data is necessary;
 - for the performance of a contract to which you are a party;
 - for the taking of steps at your request with a view to entering a contract;
 - for compliance with any legal obligation to which we are the subject, other than an obligation imposed by contract; or

iv. in order to protect the vital interests of the data subject; or

(c) in such other cases as may be prescribed under the Act.

13. Disclosure of your Personal Data

13.1 Subject to **Section 13.1** below, no personal data shall, without your consent, be disclosed:

- for any purpose other than (i) the purpose for which the Personal Data was to be disclosed at the time of collection, or (ii) a purpose directly related to the aforementioned purpose, or
- to any party other than a third party of the class of third parties as specified in **Section 6** above.

13.2 Notwithstanding **Section 13.1**, your Personal Data may be disclosed by us for any purpose other than the purpose for which the Personal Data was to be disclosed at the time of its collection or any other purpose directly related to that purpose, only under the following circumstances:

- you have given your consent to the disclosure;
- the disclosure —
 - is necessary for the purpose of preventing or detecting a crime, or for the purpose of investigations; or
 - was required or authorized by or under any law or by the order of a court;
- We have acted in the reasonable belief that we had in law the right to disclose the personal data to the other person;
- We have acted in the reasonable belief that we would have had your consent if you had known of the disclosing of the Personal Data and the circumstances of such disclosure; or
- the disclosure was justified as being in the public interest in circumstances as determined by the Government.

14. Security

14.1 We shall, when processing your Personal Data, take practical steps to protect your Personal Data from any loss, misuse, modification, unauthorized or accidental access or disclosure, alteration or destruction having considered: (a) to the nature of the Personal Data and the harm that would result from such loss, misuse, modification, unauthorized or accidental access or disclosure, alteration or destruction; (b) to the place or location where the Personal Data is stored; (c) to any security measures incorporated into any equipment in which the Personal Data is stored; (d) to the measures taken for ensuring the reliability, integrity and competence of personnel having access to the Personal Data; and (e) to the measures taken for ensuring the secure transfer of the Personal Data.

14.2 Where processing of your Personal Data is carried out by a data processor on our behalf, we shall, for the purpose of protecting your Personal Data as set out in **Section 14.1** ensure that the data processor (a) give sufficient guarantees in respect of the technical and organizational security measures governing the processing to be carried out and (b) take reasonable steps to ensure compliance with those measures.

14.3 We will take appropriate technical, physical, legal and organizational measures, which are consistent with applicable privacy and data security laws. Unfortunately, no data transmission over the Internet or data storage system can be guaranteed to be 100% secure. If you have reason to believe that your interaction with us is no longer secure (for example, if you feel that the security of any Personal Data you might have with us has been compromised), please immediately notify us. (See the 'Who to Contact About Your Personal Data' section above.)

14.4 When we provide Personal Data to a service provider, the service provider will be selected carefully and required to use appropriate measures to protect the confidentiality and security of the Personal Data.

14.5 We shall ensure that your Personal Data is being held securely, either in electronic form, on paper or in any other medium.

14.6 **Our responsibility to train our employees, Unit Trust Consultant and Financial Adviser Representative:** Since we are responsible for the processing of your Personal Data processed by our employees, we strive to ensure our employees, Unit Trust Consultant and Financial Adviser Representative are aware of their responsibilities when processing of the your Personal Data and Sensitive Personal Data (where applicable) to ensure the reliability, integrity and competence of the employees having access to your Personal Data. Our employees, Unit Trust Consultant and Financial Adviser Representative will be required to undergo training to understand their duties and responsibilities under the Personal Data Protection Act 2010 at least once. We shall restrict access to your Personal Data to those employees, in the strict need to know only.

15. Retention of Personal Data

15.1 Your Personal Data processed for the purposes here shall not be kept longer than is necessary for the fulfillment of that purpose. We shall take all reasonable steps to ensure that all Personal Data is destroyed or permanently deleted if it is no longer required for the purpose for which it was to be processed.

15.2 We take reasonable steps to ensure that the Personal Data we process is reliable for its intended use and as accurate and complete as is necessary to carry out the purposes described in this Notice.

15.3 We shall keep and maintain a record of any application, notice, request or any other information relating to your Personal Data that has been or is being processed by us or any third Party. For this purpose, we will retain your Personal Data for the period necessary to fulfill the purposes outlined in this Privacy Policy unless a longer retention period is required or permitted by law.

15.4 Additionally, we have developed a **Document Retention Policy** to specify the retention period of your Personal Data and when to dispose any document containing your Personal Data when we no longer require to process it or when you refuse to give your consent pursuant to this Notice. Your Personal Data shall not be kept longer than is necessary for the fulfillment of this purpose and the permanent deletion or destruction of your Personal Data is necessary as soon as there is no more need for this purpose. Similarly, we shall have a policy for **Dealing with Data Protection Issues**.

15.5 We shall keep and maintain a record of any application, notice, request or any other information relating to your Personal Data that has been or is being processed by us as required by Section 108 of the Capital Markets and Services Act 2007 for a period of not less than seven (7) years.

16. Data Integrity:

We shall take reasonable steps to ensure that the Personal Data is accurate, complete, not misleading and kept up-to-date by having regard to the purpose, including any directly related purpose, for which the Personal Data was collected and further processed.

17. Repeated collection of personal data in same circumstances:

17.1 Where we have complied with requirement to give this Notice pursuant to the **Section 7 of the Act** in respect of the collection of Personal Data from you, referred to as the "first collection"; and, where on any subsequent occasion again we collect Personal Data from you, referred to as the "subsequent collection", we are not required to comply with Section 7 of the Act if (A) to comply in respect of that subsequent collection would be to repeat, in the same circumstances, what was done to comply in respect of the first collection; and (B) not more than twelve (12) months have elapsed between the first collection and the subsequent collection.

17.2 For the avoidance of doubt, it is declared that subsection (1) shall not operate to prevent a subsequent collection from becoming a first collection if we have complied with the provisions of the Notice pursuant to Section 7 of the Act.

18. Personal Data of other individuals:

If you provide Personal Data to us regarding other individuals, you **undertake**:

- a) to inform the individual about the content of this Privacy and Personal Data Policy; and
- b) to obtain any legally-required consent for the collection, use, disclosure, and transfer (including cross-border transfer) of Personal Data about the individual in accordance with this Privacy and Personal Data Policy.

19. International transfer of Personal Data:

19.1 Due to the global nature of our business, for the purposes set out above we may only transfer Personal Data to parties located in other countries when it is necessary (including the United States and other countries that have a different data protection regime than is found in the country where you are based). For example, we may transfer Personal Data in order to process international wire transfer for payment settlement. We may transfer information internationally to our group companies, service providers, business partners and governmental or public authorities.

19.2 If we do so, we shall ensure that your Personal Data transferred out of Malaysia is secure and protected.

20. Use of Fund Master Form by minors:

20.1 This Fund Master Form is not directed to individuals under the age of 18 and we request that these individuals do not provide Personal Data through this Fund Master Form.

20.2 You are not allowed to provide any Personal Data to us regarding the other individuals who are minors ("said minors"), through this Form, unless you are the parent/legal guardian of the said minors. If you are, you agree to (i) to inform the individual about the content of this Privacy and Personal Data Policy; and give consent on their behalf by executing a **Parent/Guardian Consent form**, allowing for the collection, use, disclosure, and transfer (including cross-border transfer) of Personal Data of the said minors.

21. Solicitation of Direct Marketing:

21.1 We invite you to be in our mailing list for the purposes of Direct Marketing from us. "Direct Marketing" means the communication from us by whatever means of any advertising or marketing material from us which is directed to you. Alternatively, we may cease or not to begin processing your Personal Data for purposes of direct marketing. **THEREFORE, IF YOU DO NOT WISH TO BE INCLUDED IN OUR FUTURE UNIT TRUST PRODUCTS CAMPAIGN, NEW UNIT TRUST PRODUCTS LAUNCHES AND EVENTS INCLUDING PROMOTIONAL EVENTS WITH BUSINESS PARTNERS IN OUR SERVICE PLATFORM, PLEASE INITIALS HERE []**

21.2 Notwithstanding the foregoing, you may at any time by notice in writing to us requesting us at the end of such period as is reasonable in the circumstances to cease or not to begin processing your Personal Data for the above purposes. If you are dissatisfied with our failure to comply with your notice, whether in whole or in part, you may submit an application to the Commissioner of Personal Data Protection Board, to require us to comply with the Notice.

22. Your marketing preferences:

22.1 We will provide you with regular opportunities to tell us your marketing preferences, including in our communications to you. You can also contact us by e-mail at phillipmutual@poems.com.my, or call us at our Customer Service Hotline: **03- 2783 0200**, or write to Customer Service, Phillip Mutual Berhad at B-2-7, Block B Level 2 Unit 7, Megan Avenue 2, No. 12, Jalan Yap Kwan Seng, 50450 Kuala Lumpur to tell us your marketing preferences and to opt-out.

22.2 If you no longer want to receive marketing-related e-mails from us on a going-forward basis, you may opt-out of receiving these marketing-related emails by clicking on the link to "unsubscribe" provided in each e-mail or by contacting us at the above addresses.

22.3 We aim to comply with your opt-out request(s) within a reasonable time period. Please note that if you opt-out as described above, we will not be able to remove your Personal Data from the databases of third parties with whom we have already shared your Personal Data (i.e., to those to whom we have already provided your Personal Data as of the date on which we respond to your opt-out request). Please also note that if you do opt-out of receiving marketing communications from us, we may still send you other important administrative communications from which you cannot opt-out.

23 International transfer of Personal Data:

23.1 We shall not transfer any of your Personal Data to a place outside Malaysia unless to such place as specified pursuant to the Act.

23.1 Notwithstanding **Section 23.1**, we may transfer your Personal Data to a place outside Malaysia, for example to our group companies, service providers, business partners and governmental or public authorities, under the following circumstances:

- (a) Where you have given your consent to the transfer;
- (b) the transfer is necessary for the performance of a contract between you and us;
- (c) the transfer is necessary for the conclusion or performance of a contract between us and a third party which:
 - (i) is entered into at your request;
 - (ii) is in your interests.
- (d) the transfer is for the purpose of any legal proceedings or for the purpose of obtaining legal advice or for establishing, exercising or defending legal rights;
- (e) we have reasonable grounds for believing that in all circumstances of the case—
 - (i) the transfer is for the avoidance or mitigation of adverse action against you;
 - (ii) it is not practicable to obtain your consent in writing to that transfer; and
 - (iii) if it was practicable to obtain such consent, you would have given his consent.
- (f) We have taken all reasonable precautions and exercised all due diligence to ensure that the Personal Data will not in that place be processed in any manner which, if that place is Malaysia, would be a contravention of this Act;
- (g) the transfer is necessary in order to protect your vital interests ;
- (h) the transfer is necessary as being in the public interest in circumstances as determined under the Act.

23.3 Due to the global nature of our business, it may become necessary to transfer your Personal Data outside of Malaysia. **IF YOU DO NOT CONSENT TO THE TRANSFER OF YOUR PERSONAL DATA PLEASE INDICATE HERE BY WAY OF INITIAL []**

24 Online Privacy Policy:

24.1 We also have Online Privacy Policy that is in compliance with the Act.

25 Changes to this Privacy and Personal Data Policy

25.1 We review this Privacy and Personal Data Policy regularly and reserve the right to make changes at any time to take account of changes in our business and legal requirements. We will place updates on our websites, www.phillipmutual.com, www.eunittrust.com.my and www.fame.com.my.

25.2 Please take a look at the "LAST UPDATED" date at the bottom of this Privacy and Personal Data Policy to see when it was last revised.

LAST UPDATED: 5 March 2014.

A. FAME Platform Service

Investors hereby acknowledge that the statement and transactions details are also provided on a daily basis through the FAME PLATFORM SERVICES (the terms of which are set out in the terms and conditions of the master account)

B. TERMS AND CONDITIONS OF THE MASTER ACCOUNT

By applying to invest in units in any of the Phillip Mutual Bhd ("PMB")'s Funds or units of other Unit Trusts Funds distributed ("Funds") by PMB as an Institutional Unit Trust Agent ("IUTA"), the Applicant agrees that:

1. TERMS AND CONDITIONS

1.1 The Applicant will be bound by these Terms and Conditions and the terms of the constitution documents (such as the Trust Deed and the Master Prospectus) of each relevant Fund(s) in respect of all transactions. Where there are conflicting terms, the terms of the relevant Trust Deed shall prevail.

2. INSTRUCTIONS / VOICE RECORDINGS

2.1 Except in respect of transfer instructions, any one joint Applicant may operate the Master Account singly unless PMB is otherwise notified in writing.

2.2 All instructions given or purported to be given via any written or facsimile transactions by the person(s) authorised to operate the Master Account as named in the Master Account Application Form ("the Form") or otherwise in writing are binding on the Applicant. PMB shall have no obligation to verify the authenticity of any such instructions or the identity of any person giving such instructions.

2.3 The account(s) in the name of the Applicant specified in the Form attached to these Terms and Conditions or such other account as the Applicant may notify PMB in writing from time to time ("Applicant's Account") shall be used for the purposes of transactions contemplated by these Terms and Conditions and the Applicant's Account shall be governed by these Terms and Conditions.

2.4 PMB shall be entitled to use voice recording devices to record instructions communicated to it and such recording(s) may constitute evidence of the instructions.

3. CONSULTANT / FINANCIAL PLANNER ("FP")

3.1 If a Consultant / FP is named in the Form, PMB is entitled to process any instructions received from such Consultant / FP without further reference to the Applicant unless PMB has received prior contrary instructions in writing duly signed by the Applicant.

3.2 PMB shall be entitled to regard the Consultant / FP as the Applicant's agent throughout the period of operation of the Master Account unless otherwise notified in writing. PMB shall not be responsible for any action or omission on the part of the Consultant / FP and shall be under no obligation to verify the authenticity of the instructions received or to determine whether or not such instructions were authorised. The Applicant shall have no right of action against PMB in connection with the execution by PMB of such instructions and undertakes not to make any claim against PMB in connection therewith.

4. REJECTION / CANCELLATION OF APPLICATION

4.1 PMB as the manager and distributor of the various Funds is entitled to:-

4.1.1 reject any Form which is not completed in full and supported by the requested documents and payments;

4.1.2 cancel any units issued if the payment for the units cannot be matched within seven (7) days of the receipt of the application or subscription instruction, any require the Applicant to pay the difference (as a debt due to PMB under clause 10 of the Terms and Conditions) if the Selling Price exceeds the buying price, if applicable, pursuant to the relevant Trust Deed; and

4.1.3 in its absolute discretion (without giving any reason) reject in whole or part thereof any application for subscription or switching and suspend the operation of the Master Account.

5. STATEMENTS / CONTRACT NOTES

5.1 Contract notes, transfer advices, statements, cheques and other documents shall be sent at the risk of the Applicant to the Applicant's address as detailed in the Form. If the Applicant fails to notify PMB in writing of any errors in the contract note or transfer advice within 5 days, or in the statement within 30 days of issuance, the Applicant shall be deemed to have waived any right to raise any objection or to pursue any remedies against PMB or the relevant Trustee(s).

6. MONIES

6.1 All application monies must be paid or remitted as instructed and any cheque(s) must be honoured when presented.

6.2 If an application is rejected in whole or in part, the application monies or balance thereof will be returned (without interest) by PMB by cheque or at the cost of the Applicant by telegraphic transfer within thirty (30) business days.

6.3 The Applicant confirms that PMB may issue a cheque in Ringgit Malaysia to settle any redemption or other monies (if any) payable by PMB. Such cheque shall be made payable to the Applicant or the Applicant's nominee who is registered unitholder(s) and sent to the last registered address of the Applicant or the Applicant's nominee on PMB's records unless otherwise notified in writing.

6.4 The Applicant hereby authorises PMB to automatically reinvest any distributions in the relevant Funds without further reference to the Applicant.

6.5 3rd party payments will not be accepted.

7. REPRESENTATION

7.1 The Applicant shall not rely on any information or representations other than those contained in the relevant Trust Deed and Prospectus.

7.2 The Applicant warrants that if an application is made on behalf of a corporation, the corporation has the power and the capacity and has taken all necessary steps to invest in the relevant Fund(s).

8. INFORMATION ON UNIT TRUSTS

8.1 PMB may in its absolute discretion upon acceptance of the Applicant's application provide to the Applicant the most recent published editions of prospectuses, explanatory interim and annual reports and accounts and other up to date promotional and advertising literature, publications, materials and statistical information ("information") relating to Funds.

8.2 The Applicant acknowledges and agrees that:-

8.2.1 PMB shall not be responsible nor be liable to the Applicant for advising or giving or for refraining from or omitting to advise or give any recommendation to the Applicant as to whether or not to invest in any Funds in respect of which information has been provided and, if necessary, the Applicant should seek independent financial and/or legal advice with respect to any such investment opportunity.

8.2.2 No warranty is given by PMB as to the performance or profitability of the Funds or any part thereof.

8.2.3 PMB shall not be responsible nor be liable to the Applicant for any actions, proceedings, claims, costs, expenses, losses or damages of whatsoever nature suffered or incurred by the Applicant as a result of or in connection with any investment, subscription, holding, disposal redemption or any other dealing of any units in any of the Funds or any other transaction made or omitted to be made by the Applicant on the basis of any information provided by PMB.

9. SUBSCRIPTION, TRANSFER, SWITCHING AND REDEMPTION OF FUNDS DISTRIBUTED BY PMB

9.1 In the case of an application made for funds distributed by PMB, the Applicant acknowledges and agrees that:-

9.1.1 Any unit trust management company ("UTMC") which receives the application for subscription, transfer, switching, redemption, investment and/or any other dealings with respect to the relevant Funds shall not be obliged to accept such application in whole or in part and PMB shall not be liable for:-

9.1.1.1 ensuring that the relevant UTMC accept such application; or

9.1.1.2 any action, proceeding, claim, cost, expense, loss or damage of whatsoever nature including any loss of investment opportunity which the Applicant may suffer or incur as a result of any refusal to accept or delay in accepting such application by any such UTMC.

9.1.1.3 The Applicant shall forward all instructions with respect to the Funds, whether in the Applicant's or the Nominee's name to PMB in accordance with the prescribed manner set by PMB from time to time.

9.1.1.4 If the Applicant wishes to invest, subscribe, transfer, switch, redeem or deal in any of the Funds, he will place his order with PMB at least half an hour before the specified cut-off time for the receipt by the relevant UTMC of any application on the subscription, transfer, switching, redemption and/or any other dealings, so that PMB and/or the Nominee can use reasonable endeavor to send any such application to the appropriate UTMC in respect of the relevant Funds on the same "Dealing Day" for such UTMC being a day on which dealings take place in units or shares of such Funds as the date upon which PMB receives the relevant instruction from the Applicant; otherwise PMB and/or the Nominee will deliver such application to the appropriate UTMC in respect of the relevant Funds on the next Business Day.

- 9.1.1.5 PMB shall not be obliged under any circumstances to take any action or instruction from the Applicant at any time outside its normal business hours.
- 9.1.1.6 PMB shall not be obliged to verify the authenticity of any instruction given or purported to be given by the Applicant or for and on behalf of the Applicant or to determine whether or not such instructions are authorised.
- 9.1.1.7 If the Applicant wishes to invest in the EPF Member Investment Scheme, the Applicant must complete the KWSP 9N form, and / or any other form(s) prescribed by the EPF Board and the respective UTMIC.

10. COST AND COMMISSION

- 10.1 The Applicant shall be responsible for the payment of any commission, transfer fees, registration fees, taxes any other liabilities, cost and expenses properly payables or incurred by PMB under these Term and Conditions.
- 10.2 PMB may receive a selling or placing commission and/or fee from any UTMIC or any other source for the subscription order made by the Applicant and PMB shall be entitled to retain such commission for its own benefit and is not obliged to account to the Applicant for all or any part of such commission.
- 10.3 PMB shall be entitled to set-off any monies due to the Applicant under these Terms and Conditions against any debt or liability due from the Applicant to PMB from time to time.

11. NOTICES

- 11.1 All notices and other communications sent by or to the Applicant shall be sent at the risk of the Applicant. Unless due to wilful default or negligence of PMB, PMB 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. PMB shall not be liable for any direct or indirect consequential losses arising from the foregoing.

12. INDEMNITY

- 12.1 The Applicant hereby indemnifies PMB and the relevant Trustee(s) and any of their agents against any actions, proceedings, claims, losses, damages, costs and expenses which may be brought against, suffered or incurred by any or all of them arising either directly or indirectly out of or in connection with this Master Account or in connection with PMB accepting, relying on or failing to act on any instructions given by or on behalf of the Applicant unless due to the wilful default or negligence of PMB.
- 12.2 The Applicant acknowledges and accepts that PMB has absolute discretion to rely on facsimile confirmation from the Applicant and undertakes to indemnify and hold harmless PMB, its employee and agents against all costs, expenses loss of liabilities, claims and demands arising out of relying on the Applicant's confirmation.

13. SET OFF

- 13.1 PMB is entitled to set off any claim which PMB or the relevant Trustee(s) may have against any of the assets, units or cash of the Applicant held by PMB or the relevant Trustee(s).

14. LEGAL AND TAX IMPLICATION

- 14.1 The Applicant shall acquaint himself with the relevant tax laws and exchange control regulations in force in the countries of his citizenship, residence and domicile.

15. PERSONAL DATA

- 15.1 The Applicant(s) may have provided and may, from time to time, provide personal information ("Data") to PMB. The Data may be used by PMB and provided to the relevant Trustee(s), or any of PMB's holding companies, subsidiaries or associated companies, which provides services to PMB, within or outside Malaysia, for the purposes of the provision of financial services or any related services and any other related purposes, including direct marketing.
- 15.2 The Applicant(s) warrant(s) to have consented to provide personal information to PMB in connection with the performance of the services of the Master Account and that the personal information provided to PMB has been processed for reasonable purposes and in appropriate ways in accordance to the applicable law.
- 15.3 The Applicant(s) is(are) responsible to update the personal information to PMB and PMB is liable to change the personal information as per the Applicant's instruction.

16. ELECTRONIC PORTFOLIO MANAGEMENT SERVICES

- 16.1 Financial Access Made Easy (FAME - "Electronic Portfolio Management Services") are telecommunication network and a software package provided by PMB that is available to Applicant.
- 16.1.1 Enables the Applicant to access Statement and Valuation of Investment held with PMB
- 16.1.2 Enables the Applicant to transmit application for subscription, switching, and redemption to PMB for execution.
- 16.1.3 Enables the Applicant to have access to information relating to Funds.
- 16.2 All applications for subscription, switching and redemption placed via Electronic Portfolio Management Services in relation to Funds are also subject to the same terms and conditions governing the maintenance and operation of the Funds as stated in the respective Prospectus(es).
- 16.3 The Applicant agrees to check and ensure that applications for subscription, switching and redemption have been properly received and accepted by PMB and acknowledges that the use of Electronic Portfolio Management Services also implies full responsibility that no unauthorized person will have the right to access and use the Electronic Portfolio Management Services via the LoginID(s) and Password(s) (collectively, the personalized security code(s)).
- 16.4 The Applicant will notify PMB forthwith of any failure to receive an appropriate response and/or confirmation that applications for subscription, switching and redemption have been received and/or executed.
- 16.5 The Applicant must at all times ensure that the integrity and security of the Electronic Portfolio Management Services is preserved and maintained. The Applicant must ensure, inter alia, that there is no unauthorized use of the security code(s). The Applicant will forthwith on being aware of any unauthorized access or theft of the security code, notify PMB and provide such

C. APPOINTMENT OF NOMINEE TO HOLD UNIT TRUST

Whereas applicant above named ("the Investor") has registered with Phillip Mutual Bhd (PMB) as an investor in unit trusts funds ("Unit Trusts") that are managed by PMB or distributed by PMB as an Institutional Unit Trust Agent ("IUTA") for other unit trusts management companies. And Whereas as an IUTA and for ease of operations, PMB requires the services of a nominee to effect transactions for the Investor and also to keep in custody Unit Trusts for and on behalf of the Investor. And Whereas the Investor is desirous of appointing PMB and PMB has agreed to the appointment to hold and act for and on behalf of the Investor time to time in relation to Unit Trusts subject to the terms and conditions herein provided.

Now the Investor hereby agrees as follows:

1. INSTRUCTIONS ON UNIT TRUSTS

- 1.1 The Investor shall forward all instructions with respect to the Unit Trusts to PMB in accordance with the prescribed manner set by PMB from time to time.
- 1.2 Any unit trusts management company ("UTMC") which receives the application for subscription, transfer, switching, redemption, investment and/or any other dealings with respect to the Unit Trusts shall not be obliged to accept such application in whole or in part and the Nominee shall not be liable for.
- 1.3 The Nominee may aggregate transactions for the Unit Trusts with those of the other investors/clients of the Nominee.
- (i) ensuring that the relevant UTMIC accept such application; or
- (ii) any action, proceeding, claim, cost, expense, loss or damage of whatsoever nature suffered or incurred by the Investor including any loss of investment opportunity which the Investor may suffer or incur as a result of any refusal to accept or delay in accepting such application by any such UTMIC.
- 1.4 All transactions with respect to the Unit Trusts will be effected by the Nominee on behalf of the Investor with the relevant representative, agent, adviser or management company of the Unit Trusts in accordance with the restrictions or limitations set by the respective UTMIC, the relevant prospectus and deed of the respective Unit Trusts and the laws, rules, regulations, guidelines and practices of the unit trusts industry.
- 1.5 The Investor acknowledges that the Investor is aware of such restrictions and limitations and the contents of the relevant prospectus and deed governing the Unit Trusts.
- 1.6 The Nominee shall be entitled at its sole discretion to refuse to comply with any instructions which in the Nominee's opinion is unclear or ambiguous or which would or might cause PMB and/or the Nominee to contravene any applicable law, regulation, guideline, rules or practices of the unit trusts industry and the Nominee shall not be responsible or liable to the Investor as a result of refusal to act in such circumstances.
- 1.7 The Nominee, its personnel, employees or agents are under no obligation to verify the authenticity of any instructions given or purported to be given by the Investor or for and on behalf of the Investor or to determine whether such instructions are duly authorised.

2. CUSTODY

particulars as PMB may require. The Applicant is solely responsible to ensure that none of the events as mentioned in this Clause occurs, but if any of them does occur, the Applicant shall indemnify PMB for any loss and damage that PMB may suffer as a consequence of such unauthorized access and use.

17. MISCELLANEOUS

- 17.1 References to persons include corporations, references to one gender include both genders and references to the singular includes the plural and vice versa.
- 17.2 Each joint Applicant's obligation is joint and several and any reference herein to the Applicant, where appropriate, may refer to any one or more joint Applicant(s).
- 17.3 The Master Account is personal to the Applicant and cannot be changed, assigned or transferred in any way by the Applicant.
- 17.4 PMB reserves the right to vary the Term and Conditions at any time without notifying the Applicant.
- 17.5 If any of these Term and Conditions is held or deemed to be void or unenforceable, the other terms and conditions will be remain in full force and effect.

18. APPLICABLE LAW

- 18.1 These Term and Conditions shall be governed by and constructed in accordance with the laws of Malaysia.

19. COOLING OFF RIGHT

- 19.1 Investor who is investing with PMB for the first time, may exercise their cooling-off right. The cooling-off right refers to the right of the investor to obtain a refund if he should change his mind about an investment he has made in any of the Funds if he so requests within the cooling-off period i.e. within 6 business days of the date of his application. The cooling-off right is only given to an investor, (other than a corporation or institution, a staff of PMB; and persons registered to deal in unit trusts of PMB) , who is investing in any unit trust Funds managed by PMB for the first time.
- 19.2 Refunds for every unit held following a request for a reverse of an application would be based on:
- (i) the NAV per unit on the day the units were first purchased; and
- (ii) the Sales Charge per unit originally imposed on the day the units were purchased.
- 19.3 All such requests must be received or be deemed to have been received by us before 4:00 p.m. on a business day. Requests received or deemed to have been received after 4:00 p.m. will be treated as having been received the following Business Day. Withdrawal proceeds will only be paid when PMB has received cleared Funds for the original investment.

20. JOINT ACCOUNTS

- 20.1 Units may be registered in the names of two (2) or more persons provided always that all of such persons shall be persons entitled to apply for Units under Clause 2.2.
- 20.2 Where Units are held by Joint holders, the Manager shall be entitled to require such Joint holders to inform the Manager in writing whether transactions in respect of the Units should only be carried out upon the instructions:
- (a) of only one Joint holder who shall be named;
- (b) of two or more of the Joint holders who shall be named; or
- (c) of all the Joint holders.
- 20.3 In the absence of the information referred to in Clause 20.2, the Manager shall be entitled to act upon the instructions of the Joint holder whose name appears first in the Register of Unit Holders.
- 20.4 Where Units are held by Joint holders, the Manager shall treat the Joint holder whose name appears first in the Register of Unit Holders as the person entitled to receive any moneys payable hereunder and the receipt of such Joint holder of any moneys payable hereunder in respect of such Units shall be a good discharge to the Manager and the Trustee.
- 20.5 Where Units are held by Joint holders, and where any notice is required by Master Deed to be given to Unit Holders in respect of any matter whatsoever, it shall be sufficient for the Manager to give such notice only to the Joint holder whose name appears first in the Register of Unit Holders.
- 20.6 In the case of the death of any Joint holder, the Manager and the Trustee shall recognise the surviving Joint holder or Joint holders as the only person or persons having any title, right or interest to and in the Units held.
- 20.7 The mandate given by joint holders may be revoked at any time by any parties to the account. For example, any one of the joint account-holders can stop a withdrawal instruction by another party of the account even though the withdrawal instruction has been processed in accordance with the mandate. When this happens, our responsibility is to inform the other party or parties as soon as possible. The mandate is revoked immediately automatically only when either the situation appears:
- 1) Death of any of the parties
- 2) Bankruptcy of any of the parties; or
- 3) Mental incapacity of any of the parties
- 20.8 When the above happens, PMB shall stop & freeze the account as soon as we received notice of any of the above-mentioned event.

21. PROCEDURE UPON DEATH, BANKRUPTCY, ETC

- 21.1 Upon the death, bankruptcy or insanity of a Unit Holder or the occurrence of anything which renders a Unit Holder legally incapable of holding any Units, any person becoming entitled to the Units held by the Unit Holder may apply to the Manager to be registered as the Unit Holder in place of the Unit Holder in question. Such application shall be in such form as the Manager may prescribe and shall be accompanied by such evidence as the Manager may require of that person's right to be so registered.
- 21.2 In the case of the death of a Unit Holder who is not a Joint holder, his representative duly appointed by operation of law may, whether or not he has himself become registered as the holder of the deceased Unit Holder's Units, at any time apply to the Manager to be registered as the Unit Holder in place of the deceased Unit Holder the person who has become entitled to the Units by virtue of a will or upon the intestacy of the deceased Unit Holder. Such application shall be in such form as the Manager may prescribe and shall be accompanied by such evidence as the Manager may require of that person's right to be so registered.

- 2.1 The Investor hereby agrees that notwithstanding anything to the contrary herein contained:
- (a) the Unit Trusts shall be held by the Nominee as the registered holder for and on behalf of the Investor;
- (b) the Nominee shall not recognise any trust or equity in respect of the Unit Trusts or any part thereof; and
- (c) the Nominee shall be a bare custodian and not a trustee in all matters relating to this Agreement and/or the Unit Trusts.
- 2.2 Subject to PMB receiving instructions to the contrary, the Nominee shall:
- (a) present for payment the Unit Trusts which are subscribed or redeemed or otherwise shall become payable;
- (b) hold for the Investor all distributions and rights with respect to any Unit Trusts held, and
- (c) receive and collect all interest, dividends and other payments or distributions of income in respect of the Unit Trusts.
- 2.3 The Nominee shall not be liable to pay any interest to the Investor for any monies held by the Nominee for the Investor for any reason whatsoever.
- 2.4 The Nominee shall have no duty or responsibility as regards attendance at meetings or voting in respect of any of the Unit Trusts or as regards any subscription, conversion or other rights in respect thereof or as regards any merger, consolidation, reorganisation, receivership, bankruptcy or insolvency proceedings, compromise or arrangement in connection with the Unit Trusts, nor shall the Nominee be under any duty to investigate or participate therein or take any affirmative action in connection therewith except in accordance with written instructions from the Investor and upon such conditions and indemnity and provision for expenses as the Nominee may require.

3. COST AND COMMISSION

- 3.1 The Investor shall be responsible for the payment of any commission, transfer fees, registration fees, taxes, any other liabilities, costs and expenses properly payable or incurred by the Nominee under this Agreement and in holding or executing transaction in respect of the Unit Trusts.
- 3.2 The Nominee shall be entitled to set-off any monies due to the Investor under this Agreement against any debt or liability due from the Investor to the Nominee from time to time.

4. VARIATION AND TERMINATION

- 4.1 Without contrary to Clause 4.2, the Nominee at its sole discretion may by notice in writing to the Investor vary or terminate this Agreement at any time.
- 4.2 The Nominee may without notice to the Investor amend this Agreement from time to time in order to comply with any relevant law, regulation, guidelines or practices with respect to this Agreement or the unit trusts industry.
- 4.3 The Investor may terminate this Agreement at any time by written notice to the Nominee to take effect immediately on receipt.
- 4.4 Upon termination of this Agreement, the Nominee shall be entitled at its absolute discretion to transfer all the Unit Trusts to the Investor at the cost and expense of the Investor and the Investor shall do all things necessary to affect such transfer.

5. LIABILITY AND INDEMNITY

- 5.1 The Nominee shall not be liable for any direct, indirect, special or consequential damages which may be suffered by the Investor, 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 Agreement or the Unit Trusts.
- 5.2 The Investor hereby agrees to indemnify and hold harmless the Nominee and/or its personnel, employees and agents against any action, proceeding, claim, cost, expense, loss or damage of whatsoever nature which may be brought against, suffered or incurred by any of them arising either directly or indirectly out of or in connection with the Agreement or in connection with the Nominee accepting, relying on or failing to act on any instruction given or purport to be given by or on behalf of the Investor to PMB or the Nominee.
- 5.3 The Nominee shall not be required to take any legal action or proceedings with respect to the Unit Trusts or for and on behalf of the Investor.

6. NON-EXCLUSIVITY

- 6.1 The services to be provided by the Nominee to the Investor are non-exclusive and the Nominee shall be permitted to perform such services for such other persons/body as the Nominee in its absolute discretion deem fit and the Nominee shall not be liable or under any obligation to:

D. CLIENT DECLARATION FOR UT WRAP ACCOUNT

By completing and signing this transaction form, I/We

- 1) have received, read and fully understood the Terms and Conditions of Master A/C and Appointment of nominee to hold up and agree to be bound by such Terms and Conditions (as may be amended from time to time);
- 2) declare that I/we am/are not an undischarged bankrupt(s);
- 3) understand and agree that PMB and/or the fund manager(s) reserve the right to accept or reject my/our instructions;
- 4) consent to PMB investing my/our excess non-EPF funds in money market funds, I/We understand that:
 - I. a purchase of units in a money market fund is not the same as placing funds on deposit with a bank;
 - II. money market funds are unit trusts that invest in short-term deposits and high quality debt securities;
 - III. although the fund managers may seek to maintain or preserve the principal value of the funds, there can be no assurance that funds will be able to meet my/your objectives;
 - IV. such funds are not guaranteed funds in that there is no guarantee as to the amount of capital invested and/or return received;
 - V. past performance of money market funds is not necessary indicative of future performance, and
 - VI. PMB earns a trailer fee from the fund managers;
- 5) acknowledge that my excess funds will be automatically invested in the following cash management fund:
 - A. Conventional : ☐ Phillip Master Money Market Fund
 - B. Islamic : ☐ ASM Shariah Cash Management Fund/any applicable funds
- 6) acknowledge that fees are payable on my/our account as follows;
 - o Service fee : 0 – 5%, at each injection level
 - o Wrap Fee : 0 – 1.5%, at account level
- 7) wrap fee will be accrued daily based on the net asset value of the assets in the account determined at the close of each Business Day (as herein defined), payable on a monthly basis. "Business day" shall mean a day on which any transactions take place or may be affected in relation to the relevant fund.
- 8) agree that, any service charges or any other cost incurred due to the services, or advices, or recommendations rendered by the financial planners shall be borne by the investors and to be deducted from the investment Fund.
- 9) acknowledge that Phillip's FAME (Financial Access Made Easy) is a software package respectively provided by the Manager that:-
 - o enables me/us as client to access statement and valuation of Investment held in the Fund.
 - o acknowledge and agree that the giving of Instructions or orders by the way of the Electronic Services is governed by our standard terms and conditions governing the use of the Electronic Services.
 - o If I/we place orders via Electronic Services, I/we do provide the consent to receive conformation notes and statements electronically.
- 10) agrees that in the event that there is insufficient cash balance in my/our Account to pay any payments due and payable on my/our Account, I/we hereby agree to pay the full amount of such shortfall into my/our Account on demand, failing which I/we agree, consent and authorize Phillip Mutual Bhd to act on my/our behalf (at PMB sole discretion) to redeem such number of Fund Investments from the least volatile Fund (from each category of Funds subscribed using cash and through PMB calculated on bid-to-bid basis) for placement into Phillip Master Money Market fund for the purpose of any outstanding and/or upcoming wrap fee payment with the calculated sum based on the past 6 months wrap fee payment and to apply the proceeds from such redemption towards the payment of the shortfall. Any redemption proceeds in excess of the shortfall shall be credited to my/our Account.
- 11) I/We acknowledges and agrees that Phillip Mutual Bhd shall bear no liability or responsibility whatsoever to the investor for any error, misstatement or omission in any Prospectus or report or any other material prepared by or issued by any Financial Planner or Fund Manager, or wilful action or omission, default, fraud or negligence by the Financial Planner or Fund Manager.
- 12) I/We fully understand and agreed that Phillip Mutual Bhd accepts no responsibility and will bear no liability to the investor or financial planner for giving any recommendation or advice to the investor as to whether to invest or not to invest in any Unit, or in connection with the performance of any Fund. The investor acknowledges the desirability and importance of seeking independent financial planning or professional advice with respect to any dealings or investments in Units or investment opportunities. The investor acknowledges that any dealings or investments under the Account in any such Unit is solely and exclusively made by the Investor based on the Investor's own judgment and after the Investor's own independent appraisal and investigation into the risks associated with such dealings or investments have been made.
- 13) I/We who applies for, or is otherwise interested in any units/shares in any Wholesale Funds is responsible to ensure that (i) the Investor is not prohibited from acquiring such shares by reason of his/her domicile, nationality or other standing; and (ii) the Investor is fully aware or has consulted and been advised by an independent professional advisers on the terms and risks which may be applicable to the Wholesale Funds.
- 14) I/We confirm that the above information provided to PMB is true, accurate and complete to the best of my/ our knowledge and agree to notify PMB in writing if there is any material change in this information.
- 15) I/We have read and understood the latest prospectus(es) and supplementary prospectus(es) (if any) for the Fund(s) to be invested in and agree to be bound by the terms and conditions of the master account and the Appointment of Nominee To Hold Unit Trust for all and any future transaction with Phillip Mutual Berhad. I/We acknowledge that I/We have read and understood the contents of the Unit Trust Loan Financing Risk Disclosure Statement (see overleaf). I/We acknowledge and accept that Phillip Mutual Berhad has absolute discretion to rely on this confirmation from me/us and I/we undertake to indemnify and hold harmless Phillip Mutual Berhad, its employees and agents against all costs, expenses, loss of liabilities, claims and demands arising out of this confirmation.

- (a) account to the Investor for all or any part of benefits received or any fact which may come to the notice of the Nominee or any of its personnel, employees or agents in the course of providing such services; or
- (b) disclose to the Investor any fact or thing which may come to the notice of the Nominee in the course of providing such services to others or in the course of its business in any other capacity or in any manner whatsoever than in the course of carrying out its duties under these terms and conditions.

7. MISCELLANEOUS

- 7.1 All notices and documents sent, conveyed, forwarded, published or transmitted by the Nominee to the Investor in any manner the Nominee deems practical and appropriate, or in accordance with such manner as may be mutually agreed upon by the Nominee and the Investor are deemed to have been duly served and shall be at the risk of the persons entitled thereto.
- 7.2 The Nominee may delegate any of its functions under this Agreement to any person/body and may provide information about the Investor and the Unit Trusts to such person/body, the Nominee shall not be liable or responsible for any act or omission of any such person/body in connection with this Agreement and the Unit Trusts.
- 7.3 The Investor shall not assign any of its rights and interest in this Agreement, the Unit Trusts without the written consent of the Nominee
- 7.4 References to persons include corporations, references to one gender include both genders and references to the singular includes the plural and vice versa.
- 7.5 Each joint Investor's obligation is joint and several and any reference herein to the Investor, where appropriate, may refer to any more or more joint Investor(s).
- 7.6 The Nominee may give any notification or to take or to refrain from taking any action in order to comply with the provisions of any laws or any statutory and regulatory requirements now or hereafter in force which purports to impose any duty on the Nominee as the holder of any Unit Trusts.
- 7.7 Nothing in this Agreement shall be deemed to create a partnership between the Nominee and the Investor nor an employee-employer relationship.
- 7.8 If any of these terms and conditions is held or deemed to be void or unenforceable, the other terms will remain full force and effect.
- 7.9 The agreement set out in these terms and conditions shall be governed by and construed in accordance with the laws of Malaysia.

Signature of UT Wrap Main Applicant /
Authorized Signatories

Signature of UT Wrap Joint Applicant

Common Seal/ Company's Stamp

Date

E. UNIT TRUST LOAN FINANCING RISK DISCLOSURE STATEMENT

Investing in a Unit Trust Fund with Borrowed Money is **More Risky** than Investing with Your Own Savings.

You should assess if loan financing is suitable for you in light of your objectives, attitudes to risk and financial circumstances. You should be aware of the risks, which would include the following:

- 1) The higher the margin of financing (that is, the amount of money you borrow for every ringgit of your own money that you put in as deposit or down payment) the greater the potential for losses as well as gains;
- 2) You should assess whether you have the ability to service the repayments on the proposed loan. If your loan is a variable rate loan, and if interest rates rise, your total repayment amount will be increased;
- 3) If unit prices fall beyond a certain level, you may be asked to provide additional acceptable collateral or pay additional amounts on top of your normal instalments. If you fail to comply within the time prescribed, your units may be sold to settle your loan;
- 4) Returns on unit trusts are not guaranteed and may not be earned evenly over time. This means that there may be some years where returns are high and other years where losses are experienced. Whether you eventually realize a gain or loss may be affected by the timing of the sale of your units. The value of units may fall just when you want your money back even though the investment may have done well in the past.

This brief statement cannot disclose all the risks and other aspects of loan financing. You should therefore carefully study the terms and conditions before you decide to take the loan. If you are in doubt in respect of any aspect of this risk disclosure statement or the terms of the loan financing, you should consult the institution offering the loan.

I hereby acknowledge and declared that:-

- () I have read and understand the Privacy & Personal Data Policy stated in this form.
 () I agreed to provide the statement and transactions details to FAME PLATFORM SERVICES.
 () I have read and understand the Unit Trust Loan Financing Risk Disclosure Statement.

Signature of Principal Holder/Authorised Signatories	Signature of Joint Holder	Common Seal/Company's Stamp
Name : Date :	Name : Date :	

GENERAL DOCUMENT(S) REQUIRED					
Certified True Copy by the Company Secretary, where applicable					
Type of account	Photocopy of NRIC / Passport / Birth Certificate	Board/Partnership Resolution (include specimen signatures)	Certificate of Incorporation (For Malaysian company (BHD / SDN BHD- Form 8 / Form 9 and Form 13)	Form 24, 44 & 49	Memorandum and Articles of Association or Constitution or By Laws
Individual	✓				
Joint	✓				
Malaysian Company (BHD/ SDN BHD)	✓ (All Board members & Authorised Signatories)	✓	✓	✓	✓
Partnership	✓	✓	✓		
Sole Proprietor	✓		✓		
Society / Club	✓	✓	✓		✓

F. FOR UNIT TRUST CONSULTANT ("UTC")/FINANCIAL PLANNER ("FP")

Signature of UTC/FP
Name :
Code :
Mobile :

For Office Use Only

	Department	Signature	Staff Name	Date
Received by	Phillip Investor Centre			
	Customer Service			
	Operations			
Processed by	Operations			
Verified by	Operations			
Remarks				