

In accordance with the requirements of the Capital Markets and Services Act 2007, this Form should not be circulated unless accompanied by the Master Prospectus and/or Supplementary Master Prospectus (if any). Investor should read and understand the contents of the Master Prospectus and/or Supplementary Master Prospectus (if any) before completing this Form. Pre-signing of forms is not permitted.

**PARTICULARS OF INDIVIDUAL APPLICANT**

Full Name (as per NRIC/Passport) \_\_\_\_\_

New NRIC No./Passport No. \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Old NRIC No. \_\_\_\_\_

Date of Birth    -    -     EPF No. \_\_\_\_\_

Nationality  Malaysian, Bumi  Malaysian, Non-Bumi  Others (please specify) \_\_\_\_\_ Gender  Male  Female

Race  Malay  Chinese  Indian  Others (please specify) \_\_\_\_\_

Marital Status  Single  Married  Widowed  Divorced

Education Level  Primary  Secondary  Diploma  Degree  Post Graduate  Master Degree  Others \_\_\_\_\_

Employment/Business  Employed  Own Business  Others \_\_\_\_\_ Occupation/Designation \_\_\_\_\_

Name of Employer/Company \_\_\_\_\_

Nature of Business  Education  Hotel & Restaurant  Telecommunications  Real Estate Activities  
 Construction (please specify) \_\_\_\_\_  Financial Intermediation (please specify) \_\_\_\_\_  
 Manufacturing (please specify) \_\_\_\_\_  Transportation (please specify) \_\_\_\_\_  
 Others (please specify) \_\_\_\_\_

Permanent Address (as per NRIC) \_\_\_\_\_  
 \_\_\_\_\_  
 Town/City \_\_\_\_\_ Postcode \_\_\_\_\_

Correspondence Address (if different from Permanent Address) \_\_\_\_\_  
 \_\_\_\_\_  
 Town/City \_\_\_\_\_ Postcode \_\_\_\_\_

Contact Details Home No. \_\_\_\_\_ - \_\_\_\_\_ Mobile No. \_\_\_\_\_ - \_\_\_\_\_  
 Office No. \_\_\_\_\_ - \_\_\_\_\_ Fax No. \_\_\_\_\_ - \_\_\_\_\_

E-mail Address \_\_\_\_\_

Source of Income  Employment  Business  Investment Returns  Savings / Inheritance  Others (please specify) \_\_\_\_\_

Investment Objective(s)  Retirement  Education  Wealth Accumulation  Capital Growth  Regular Income  Capital Protection

Annual Income  RM20,000 and Below  RM20,001 - RM40,000  RM40,001 - RM60,000  RM60,001 - RM100,000  
 RM100,001 - RM300,000  RM300,001 - RM500,000  RM500,001 - RM1,000,000  Above RM1,000,000

Estimated Net Worth  RM50,000 and Below  RM50,001 - RM100,000  RM100,001 - RM200,000  RM200,001 - RM500,000  
 RM500,001 - RM1,000,000  RM1,000,001 - RM3,000,000  Above RM3,000,000

Mother's Maiden Name (for security verification) \_\_\_\_\_

**BANK ACCOUNT DETAILS**

Name of Bank \_\_\_\_\_ Account No. \_\_\_\_\_ Branch \_\_\_\_\_

**PARTICULARS OF JOINT APPLICANT**

Full Name (as per NRIC/Passport) \_\_\_\_\_

New NRIC No./Passport No. \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Old NRIC No. \_\_\_\_\_

Date of Birth    -    -     Relationship \_\_\_\_\_

Nationality  Malaysian, Bumi  Malaysian, Non-Bumi  Others (please specify) \_\_\_\_\_ Gender  Male  Female

Permanent Address (as per NRIC. You may leave blank if address is the same as First Applicant's permanent address) \_\_\_\_\_  
 \_\_\_\_\_  
 Town/City \_\_\_\_\_ Postcode \_\_\_\_\_

Contact Details Home No. \_\_\_\_\_ - \_\_\_\_\_ Mobile No. \_\_\_\_\_ - \_\_\_\_\_

Employment/Business  Employed  Own Business  Others \_\_\_\_\_ Occupation / Designation \_\_\_\_\_

Name of Employer/Company \_\_\_\_\_

Nature of Business  Education  Hotel & Restaurant  Telecommunications  Real Estate Activities  
 Construction (please specify) \_\_\_\_\_  Financial Intermediation (please specify) \_\_\_\_\_  
 Manufacturing (please specify) \_\_\_\_\_  Transportation (please specify) \_\_\_\_\_  
 Others (please specify) \_\_\_\_\_

**SIGNING INSTRUCTION TO OPERATE JOINT ACCOUNT (please select one, if the box is not ticked, we will assume "Both to sign").**

Signing Instruction  Either one to sign  Both to sign

**NOTICE UNDER THE PERSONAL DATA PROTECTION ACT 2010**

The Personal Data Protection Act 2010 (the "Act"), which regulates the processing of personal data in commercial transactions, applies to Pheim Unit Trusts Berhad ("our", "us" or "we"). For the purpose of this written notice ("Notice"), the terms "personal data" and "processing" shall have the same meaning as prescribed in the Act.

- This Notice serves to inform you that your personal data is being processed by us or on our behalf.
- Your personal data includes the information provided by you in the documents prescribed in paragraph 4 of this Notice and all other personal data we again collect from you on any subsequent occasion.
- Your personal data is being or is to be collected and further processed for:
  - updating and managing the accuracy of our records;
  - communicating with you;
  - providing our products and services to you;
  - responding to your inquiries;
  - conducting internal activities;
  - market surveys and trend analysis;
  - providing you with information on our products and services and of our related corporations and business partners;
  - other legitimate business and activities;
  - such other purposes directly related to the foregoing. (collectively, the "Purposes").
- Your personal data is being or is to be collected from all application and transaction forms, and information that you may provide us from time to time.
- You have the right to request access to and to request correction of your personal data and to contact us with any inquiries or complaints in respect of your personal data (including the possible choices and means for limiting the processing of your personal data) from:

Designation:	Operations Manager
Tel No.:	603-2142 8888
Fax No.:	603-2141 9919
Email Address:	support@pheimunitrusts.com

- Subject to provisions of the Act:
  - you may, upon payment of a prescribed fee, make a data access request in writing to us; and
  - we may refuse to comply with a data access request or a data correction request and shall, by notice in writing, inform you of our refusal and the reasons of our refusal.
- We disclose or may disclose your personal data to our business partners, governmental departments and/or agencies, regulatory and/or statutory bodies and any such third party requested or authorized by you for the Purposes.
- We may require your assistance if the personal data relating to other persons is required to process your personal data for the Purposes and you hereby agree to use your best endeavors to assist us when required.
- It is obligatory that you supply us your name, address, new NRIC, race, date of birth, nationality, contact number, education level, occupation, source of income, investment objective, annual gross income, mother's maiden name, name of bank and account number (collectively, "compulsory personal data"). If you fail to supply us the compulsory personal data, we may refuse to process your personal data for any of the above Purposes.
- We may transfer your personal data to a place outside Malaysia.
- You are responsible for ensuring that the information you provide us is accurate, complete, not misleading and is kept up to date.

**DECLARATION OF U.S. CITIZENSHIP OR U.S. RESIDENCE FOR TAX PURPOSES UNDER FOREIGN ACCOUNT TAX COMPLIANCE ACT ("FATCA")**

FATCA requires the collection of certain information about each account holder's tax residency and citizenship status which are meant for tax purposes of the person entitled to the income and assets associated with an account (the beneficial owner). In certain circumstances there may be a requirement to share this information with relevant tax authorities.

**If you are a U.S. citizen or resident of the U.S. for tax purposes under U.S. Internal Revenue Services ("IRS") regulations, you should also provide a completed, signed and dated IRS Form W-9.**

Please tick (✓) one of the following:

**INDIVIDUAL APPLICANT**

- I confirm that **I AM NOT** a U.S. citizen or resident in the U.S. for tax purposes.
- I confirm that I was born in the U.S. (or a U.S. territory) but am no longer a U.S. citizen as I have voluntarily surrendered my citizenship as evidenced by the attached documents.
- \* I confirm that **I AM** a U.S. citizen and/or resident in the U.S. for tax purposes (i.e. green card holder or resident under the substantial presence test).

\* Please complete the following table:

U.S Federal TIN	Type
<input type="checkbox"/> SSN	Social Security Number U.S. Individuals
<input type="checkbox"/> ITIN	Individual Taxpayer Identification Number: Resident Alien and do not have/not eligible to get an SSN
<input type="checkbox"/> EIN	Employer Identification Number

**JOINT APPLICANT**

- I confirm that **I AM NOT** a U.S. citizen or resident in the U.S. for tax purposes.
- I confirm that I was born in the U.S. (or a U.S. territory) but am no longer a U.S. citizen as I have voluntarily surrendered my citizenship as evidenced by the attached documents.
- \* I confirm that **I AM** a U.S. citizen and/or resident in the U.S. for tax purposes (i.e. green card holder or resident under the substantial presence test).

\* Please complete the following table:

U.S Federal TIN	Type
<input type="checkbox"/> SSN	Social Security Number U.S. Individuals
<input type="checkbox"/> ITIN	Individual Taxpayer Identification Number: Resident Alien and do not have/not eligible to get an SSN
<input type="checkbox"/> EIN	Employer Identification Number

**DECLARATION OF COMMON REPORTING STANDARDS ("CRS") SELF-CERTIFICATION (OTHER THAN U.S.)**

Under the OECD CRS, governments agree to exchange information automatically with one another on tax residents maintaining financial accounts in each other's jurisdictions. Income tax (Automatic Exchange of Financial Account Information) Rules 2016 ("CRS Rules") issued by the Ministry of Finance Malaysia on 19 December 2016 which came into operation on 1 July 2017 requires every Reporting Financial Institution to identify Reportable Account maintained by the Reporting Financial Institution by applying the due diligence procedures as specified in the OECD CRS.

We are required to collect information about your tax residence(s) under applicable tax regulations. If you are not a tax resident of Malaysia, we may need to give the IRBM your account information, which may then be shared with other tax authorities of the CRS participating countries.

Each jurisdiction has its own rules for defining tax residence, and jurisdictions have provided information on how to determine if you are resident in a jurisdiction on the following website: <http://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/tax-residency/>

Please tick (✓) one of the following:

**INDIVIDUAL APPLICANT**

- I am a **tax resident of Malaysia** and I have **no other tax residency** with any other country
- \* I am a **tax resident of Malaysia** and I **have other tax residency** with other country(ies)
- \* I am not a tax resident of Malaysia

\* Please complete the following table:

Country of tax residence	Taxpayer ID No. (TIN or equivalent no.)	If TIN is not available, please tick (✓) one of the appropriate reason
		<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C
		<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C
		<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C

**JOINT APPLICANT**

- I am a **tax resident of Malaysia** and I have **no other tax residency** with any other country
- \* I am a **tax resident of Malaysia** and I **have other tax residency** with other country(ies)
- \* I am not a tax resident of Malaysia

\* Please complete the following table:

Country of tax residence	Taxpayer ID No. (TIN or equivalent no.)	If TIN is not available, please tick (✓) one of the appropriate reason
		<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C
		<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C
		<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C

TIN is a unique combination of letters or numbers assigned by a jurisdiction to an individual and is used to identify the individual for the purpose of administering the tax laws of each jurisdiction.

Reason for TIN not available:

Reason A - Country does not issue TIN    Reason B - Country does not require    Reason C - Unable to obtain a TIN or equivalent no.

## 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, attitude 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 which you put in as deposit or down payment), the greater the loss or gain on your investment.
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 (where units are used as 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 towards the settlement of 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 realise 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 about any aspect of this risk disclosure statement, or the terms of the loan financing, you should consult the institution offering the loan.

## DECLARATION AND SIGNATURE(S)

1. I/We acknowledge that I/we have received, read and understood the latest Master Prospectus, Supplementary Master Prospectus (if any), Product Highlight Sheet, and Terms and Conditions in this Form. I/We declare that all details given in this application are true and correct and undertake to be bound by the provisions of the Deed/Supplementary Deeds (if any), relating to the Fund(s).
2. I/We hereby declare and acknowledge that I/we have sole legal and proprietary right over all monies accompanying this application.
3. I am/We are not acting as a nominee for any undisclosed third party and I/We declare that I am/we are neither engaged in any unlawful activity nor are my/our investment monies invested with the Manager derived from any illegal source or related to any illegal activity as defined by the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 ("AMLATFPUAA").
4. I/We undertake to provide such information and documents as PUTB may reasonably require for the purpose of due diligence/enhanced due diligence as required under AMLATFPUAA.
5. I/We confirm that I/we independently and without any reliance on the Manager made my/our own judgement and decision with respect to the Funds. The Manager will be under no liability whatsoever in respect of any information or recommendation rendered by its employees and the Manager will be under no liability whatsoever in respect of any information or recommendation rendered by its employees.
6. I/We hereby give consent to the Manager to disclose to the related companies, associates, agents or authorities of my/our investment details.
7. I/We hereby confirm receipt of Notice under the Personal Data Protection Act 2010 from the Manager and consent to the processing of my/our personal data in accordance with the said Notice. I/We hereby give consent to the Manager to disclose data to be used by the Manager to provide the same to the Trustee or any of the Manager's associated companies, which provide services to the Manager, 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. Please tick here if you do not consent to direct marketing [  ].
8. I/We acknowledge that I/we have read the Unit Trusts Loan Financing Risk Disclosure Statement and understand its content.
9. Under penalties of perjury, I/we declare that I/we have examined the information on my/our Declaration on U.S. Citizenship or U.S. Residence for Tax Purposes under FATCA, Declaration on CRS Self-Certification (Other than U.S.) and to the best of my/our knowledge and belief it is true, correct, and complete. I/We agree that I/we will submit a new declaration form to the Manager within 30 days if any certification or declaration made by me/us in this Form becomes incorrect or obsolete.
10. In relation to the above, I/we authorise the Manager to provide, directly or indirectly, to any relevant tax authorities or any party authorised to audit or conduct a similar control of the Manager for tax purposes, a copy of this form and to disclose to such tax authorities or such party any additional information that the Manager may have in its possession that is relevant to my/our qualification for any benefits claimed on the basis of this Declaration. I/We acknowledge and agree that information contained in this form and information regarding income paid or credited to or for the benefit of the account (s) set out above may be reported to the tax authorities of the country in which such income arises and that those tax authorities may provide the information to the country or countries in which I am/we are a resident for tax purposes.
11. I/We further authorise the Manager to provide, directly or indirectly, a copy of this form and information regarding income paid or credited to or for the benefit of the account(s) set out above to: (i) any person that has control, receipt, or custody of income to which this form relates; (ii) any person that can disburse or make payments of income to which this form relates; or (iii) any party authorized to audit or conduct a similar control of aforementioned persons for tax purposes.
12. For joint application, in the absence of expressed instruction, I/we agree that the Manager shall be entitled to act upon the instructions of the Jointholder whose name appears first in the Register of Unit Holders and shall treat as the person entitled to receive any monies payable hereunder and the receipt of such Unit Holder of any moneys payable hereunder in respect of such Units shall be a good discharge to the Manager and the Trustee. I/We agree that all correspondences will be sent to the Jointholder whose name appears first in the Register of Unit Holders.
13. I/We acknowledge that the Manager and/or the Trustee do not guarantee any particular returns.
14. I am/We are aware of fees and charges that I/we will incur directly or indirectly when investing in the Fund(s).
15. I/We agree to receive all notices, including unit holder reports, via email only by providing my/our email address in this Form. Notices delivered via email are deemed to have been sent and received on the date such notices are sent. I/We further agree to send a request in writing to the Manager should I/we wish to receive hardcopies instead.
16. I/We hereby agree to indemnify the Manager against all actions, suits, proceedings, claims, damages, and losses which may be suffered by the Manager as a result of any inaccuracy of declarations herein.

\_\_\_\_\_  
Signature of Individual Applicant

\_\_\_\_\_  
Signature of Joint Applicant

\_\_\_\_\_  
Date

## FOR UNIT TRUST CONSULTANT (UTC) USE ONLY

UTC Code:

Name:

UTC Signature:

## TERMS AND CONDITIONS

By applying for units in any of the Fund(s) managed by Pheim Units Trusts Berhad ("PUTB" or "the Manager", Company No. 200101010163 (545919-A)), the applicant agrees that:

### 1. TERMS AND CONDITIONS

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

### 2. INSTRUCTIONS / VOICE RECORDINGS

2.1 All instructions given or purported to be given via any written, electronic mail or facsimile transmission by the persons authorised to operate the Account as named in the Account Application Form ("the Form") or otherwise in writing are binding on the applicant. PUTB shall have no obligation to verify the authenticity of any such instructions or the identity of any person giving such instructions.

2.2 PUTB 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. UNIT TRUST CONSULTANT / AGENT

3.1 Please check that the agent servicing you has a VALID authorisation and registration card.

3.2 If an agent is named in the Form, PUTB is entitled to process any instructions received from such Agent without further reference to the applicant unless PUTB has received prior contrary instructions in writing by the applicant.

**3. UNIT TRUST CONSULTANT / AGENT (Continued)**

- 3.3 PUTB shall be entitled to regard the Agent as the applicant's agent throughout the period of operation of the Account unless otherwise notified in writing. PUTB shall not be responsible for any action or omission on the part of the Agent 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 PUTB in connection with the execution by PUTB of such instructions and undertakes not to make any claim against PUTB in connection therewith.

**4. JOINTHOLDER**

- 4.1 Only two persons are allowed in a joint account application of which the main types of joint account are as below:

*Joint-all account:-*

- Where both applicants are above 18 years old, both parties must sign or affix their thumb prints on the Form. PUTB will only act on a mandate given jointly by both parties.
- Where one applicant is below 18 years old (i.e. a minor), the Form must be signed by the First Applicant (parent/guardian) and accompanied by such evidence of the minor's age as PUTB may reasonably request. PUTB will act on a mandate given by parent/guardian.

*Joint-alternate account (both applicants must be above 18 years old):-*

- Both parties must sign or affix their thumb prints on the Form for the first time purchase. For subsequent purchases, redemptions, switching of funds and any other matter relating to the investment, either applicant can sign the Form. PUTB will act on a mandate given by either applicant.

- 4.2 In the case of the death of a Jointholder of units, the survivor will be the only person recognised by PUTB and the Trustee as having any title to or interest in the units held except where the units have been pledged or mortgaged as collateral.
- 4.3 Unit registered in joint names with a minor can be redeemed or transferred by the parent/guardian. On or after the minor's 18th birthday, the parent may request that the units be transferred to the minor's name. In case of the death of the parent/guardian, the Executor or Administrator of the deceased will be the only person recognised by PUTB and the Trustee as having title to such units.

**5. TRANSACTION ADVICES / STATEMENTS**

Transaction advices, statements, cheques and other documents shall be sent at the risk of the applicant to the applicant's address as in our register. If the applicant fails to notify PUTB in writing of any errors in the transaction advice within 14 days, or in the statement within 14 days of issue, the applicant shall be deemed to have waived any right to raise any objection or to pursue any remedies against PUTB or the Trustee.

**6. REJECTION / CANCELLATION OF APPLICATION**

PUTB as the Manager of the various Funds is entitled to:

- 6.1 reject any Form which is not completed in full and supported by the requested documents and payments;
- 6.2 cancel any units issued if the payment for the units cannot be matched within 7 business days of the receipt of the application or subscription instruction, and
- 6.3 in its absolute discretion (without giving any reason) suspend the operation of the Account and/or reject in whole or part thereof any application for subscription or switching.

**7. COOLING-OFF PERIOD**

The applicant may withdraw his money, free of all charges within 6 business days commencing from the date of receipt of the application form. A cooling-off right is given only for the first time investment in any Fund managed by PUTB and is not eligible to corporation or institution, staff of PUTB and persons registered to deal in the Funds managed by PUTB. Investors applying for units through EPF Member's Investment Scheme may be subject to the terms and conditions imposed by EPF.

**8. PAYMENT AND INSTRUCTION**

- 8.1 All application monies must be paid or remitted by the applicant and/or joint applicant (first party only) as instructed and any cheque(s) must be honoured when presented.
- 8.2 If an application is rejected in whole or in part, the application monies or balance thereof will be returned (without interest) by PUTB by cheque or, at the cost of the applicant, by telegraphic transfer, within 30 calendar days from the date of application.
- 8.3 The applicant hereby confirms that PUTB may issue in cheque in Ringgit Malaysia or by telegraphic transfer to settle any redemption or other monies (if any) payable by PUTB. Such payment shall be made to the Unit Holder(s) registered from time to time and as indicated in the transaction forms and sent to the last address of the Unit Holder(s) on PUTB's records unless otherwise notified in writing.
- 8.4 In the absence of any express instructions, the applicant hereby authorises PUTB to automatically reinvest any distributions in the relevant Fund(s) without further reference to the applicant.

**9. REPRESENTATION**

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

**10. NOTICES**

- 10.1 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 PUTB, PUTB 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. PUTB shall not be liable for any direct or indirect consequential losses arising from the foregoing.
- 10.2 PUTB shall be entitled to vary, revise or amend the provisions of the Terms & Conditions herein at any time with or without notice to the applicant. The applicant is deemed to have been notified of such variation, upon such variation being made available on the website of PUTB or being made available at the office of PUTB and the applicant is deemed to have accepted such variation, revision, amendment and/or modification in the event the applicant continues to transact in the investment account(s). The relevant provision of this Terms & Conditions shall thereafter be deemed to have been varied, revised, amended and/or modified accordingly and shall be read and construed as if such variations, revisions, amendments and/or modification had been incorporated in and formed part of the Terms & Conditions.

**11. SET OFF**

PUTB is entitled to set off any claim which PUTB or the Trustee may have against any of the assets, units or cash of the applicant held by PUTB or the Trustee.

**12. INDEMNITY**

- 12.1 The applicant hereby indemnifies PUTB and the Trustee and any of their agents against any actions, proceedings, claims, losses, damages, costs and/or 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 Trust Account or in connection with PUTB 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 PUTB.
- 12.2 The applicant acknowledges and accepts that PUTB has absolute discretion to rely on electronic mail or facsimile confirmation from the applicant and undertakes to indemnify and hold harmless PUTB, its employees and agents against all cost, expenses, losses, damages, claims and/or demands arising out of relying on the applicant's confirmation.

**13. LEGAL AND TAX IMPLICATIONS**

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

**14. MISCELLANEOUS**

- 14.1 References to persons include corporations, references to one gender include both genders and references to the singular includes the plural and vice versa.
- 14.2 The Account is personal to the applicant and cannot be changed, assigned or transferred in any way by the applicant.
- 14.3 PUTB reserves the right to vary the Terms and Conditions at any time without notifying the applicant.
- 14.4 If any of these Terms and Conditions is held or deemed to be void or unenforceable, the other Terms and Conditions will remain in full force and effect.

**15. RIGHT OF MANAGER**

The Manager reserves the right to accept or reject any application in whole or part thereof without assigning any reason.

**16. SUCCESSORS BOUND**

The Form shall be binding upon the heirs, personal representatives, successors in title and permitted assigns of the applicant.

**17. APPLICABLE LAW**

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

**18. ADDITIONAL INFORMATION**

Applicant is required to provide necessary information to comply with AMLATFPUAA and other regulatory requirements issued by any regulatory bodies from time to time.