

## PART IV (C) OF THE AGREEMENT

## DECLARATION BY APPLICANT FOR TREASURY AND MARKETS' PRODUCTS AND SERVICES

## 1. ACCEPTANCE OF TERMS AND CONDITIONS

**General Declaration by Applicant**

- 1.1 The information provided by the Applicant in the Account Opening / Updating Application Form is complete, true and correct in all respects and that the Applicant has not withheld any material fact and information and undertakes to update the Bank of any changes to the information.
- 1.2 The Applicant declares that the information provided in the Account Opening / Updating Application Form is not intended to amount to or constitute investment, tax or legal advice by the Bank.
- 1.3 The Applicant agrees to provide additional information or documentary proof as and when required by the Bank. The Applicant also authorises the Bank to obtain any other information from any sources as the Bank may in its sole discretion deem appropriate.
- 1.4 The Applicant further declares that the source of funds for the transaction(s) under the account maintained by the Bank is derived from lawful means.
- 1.5 In respect of the trust fund account, we further declare that the funds in the trust fund account are not maintained in the interest of other parties which have no relationship with the said account.
- 1.6 (For Corporate Applicants) The Applicant declares that the Applicant is a company duly incorporated or co-operative/society duly registered and existing under, and by virtue, of the laws of Malaysia or the laws of the relevant foreign country and that the Applicant has not been wound-up and there are no winding-up proceedings being commenced and/or instituted by any person against the Applicant. The Applicant further confirms that the Applicant has full authority to enter into this contract and that any deficiency in the Applicant's declaration and/or legal standing shall not absolve the Applicant from any liabilities stated herein.
- 1.7 (For Individual Applicants) This application or transaction shall be carried out for the Applicant's benefit as principal and not on behalf of any other party.
- 1.8 (For Individual Applicants) The Applicant declares that he/she is over 18 years of age and that he/she is not a bankrupt nor has any pending bankruptcy proceeding against the Applicant and that the Applicant has no criminal or adverse credit records at any time to date. The Applicant further confirms that the Applicant has full authority to enter into this contract and that any deficiency in the Applicant's declaration and/or legal standing shall not absolve the Applicant from any liabilities stated herein.
- 1.9 The Applicant agrees to abide by all terms and conditions imposed by the Bank in relation to products applied for in the Account Opening / Updating Application Form and such other terms and conditions imposed by the Bank from time to time as may be communicated (in such mode deems fit by the Bank) to the Applicant and all laws, rules, regulations and guidelines applicable to the said products in force in Malaysia from time to time.
- 1.10 The Applicant shall not be in violation of the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 and Malaysian Anti-Corruption Commission Act 2009 and such other laws, rules, regulations and policies pertaining to anti-money laundering / counter-terrorism financing and anti-corruption or anti-bribery ("AML Laws" and "Anti-Corruption Laws" respectively) as may be amended from time to time and the Applicant agrees to forthwith provide any information and documents pertaining to the Applicant to the Bank as may be required for compliance with AML Laws and Anti-Corruption Laws.
- 1.11 The Applicant acknowledges that the Bank adopts a zero tolerance policy against all forms of bribery and corruption and agrees that neither the Applicant nor any of the Applicant's related corporations as defined in the Malaysian Companies Act 2016, their respective directors, officers, employees, representatives, agents or other person associated with or controlled by or acting on behalf of any of them will or has, directly or indirectly, made, offered, agreed, promised, requested and/or authorised any form of improper payments, financial benefits, rewards or any valuable consideration ("Gratifications") to or from any of the Bank's directors, employees or their family members or any parties acting for or representing the Bank (collectively the "Bank's Agents") in exchange for, approving this application, business favours, information, favourable treatment, improper benefits or advantage or as inducement to do or not to do something and shall promptly notify the Bank of any attempt by any parties to solicit or to give any Gratifications or solicit or give any advantage (financial or otherwise) to or from the Bank's Agents.
- 1.12 The Applicant represents and warrants that it is not carrying on or dealing in activities relating to digital currencies (as defined in AML Laws) as listed below ("digital currencies activities") and the Applicant undertakes to notify the Bank immediately if it carries on or deals in or intends to carry on or intends to deal in digital currencies activities in future.  
Digital currencies activities are:  
a. exchanging digital currency for money;  
b. exchanging money for digital currency;  
c. exchanging one digital currency for another digital currency,  
whether in the course of carrying on digital currency exchange business or otherwise
- 1.13 The Applicant understands that the Bank has absolute discretion whether to approve this application and if this application is rejected, the Bank is under no obligation to provide any reason/explanation.
- 1.14 The Applicant understands and acknowledges that as an investment bank, the Bank is not a member of Perbadanan Insurans Deposit Malaysia ("PIDM") and as such, deposits placed by the Applicant with the Bank are therefore NOT insured by PIDM.
- 1.15 The Applicant understands that the Bank is entitled to debit the Applicant's account or any monies maintained at the Bank with any applicable statutory charges, stamp duty, withholding tax, commission or fees applicable to the products applied in the Account Opening / Updating Application Form.
- 1.16 The Applicant understands that the risks associated with investing/trading in the product and additional risks when investing/trading in the products denominated in foreign currencies, the contents stated in the Letter of Authorisation, the Settlement Instructions and the terms and declarations made under and in the Account Opening / Updating Application Form and other applicable documents have been read by the Applicant and explained to the Applicant and that the Applicant has fully understood and agree to be bound by the same.
- 1.17 The Applicant authorises the Bank to accept, rely upon and act in accordance with any telephone or facsimile instructions or any other form of electronic communication acceptable to the Bank, given by the Applicant on all matters relating to the Applicant's account / product. In consideration of the Bank agreeing to act on the Applicant's authorisation, the Applicant undertake to indemnify the Bank and to keep the Bank indemnified against all liabilities, claims, demands, actions, proceedings, losses, damages, costs, expenses and all other liabilities of whatsoever nature and howsoever arising which the Bank may incur or suffer directly or indirectly as a result of or arising from or caused by the Bank agreeing to so act.

	<p>1.18 (For Joint Applicants) in the event of death of any of the Applicants, the Applicant agrees that the Bank shall hold the monies placed on deposit to the order of the surviving Applicant notwithstanding claims from any legal representative but without prejudice to the Bank's rights arising out of any lien, mortgage, charge, pledge, set-off, counterclaim or otherwise. Payment in full to the surviving Applicants shall be a complete discharge of the Bank's obligations.</p> <p>1.19 (For Joint Applicants) in the event any of the Applicants withdraw his/her mandate for the other to give instructions on behalf of the Applicants, the Bank will be discharged from all liabilities and claims which may arise from placing a hold on the account pending joint written instructions.</p> <p>1.20 (For Joint Applicants) The Bank is entitled to deal with any of the Applicants separately on any matter without affecting the liabilities and obligations of the other Applicants.</p> <p>1.21 The Applicant is aware that the Bank is part of the Affin Bank Berhad's group of companies ("Affin Group") which is engaged in securities trading, futures trading, fund management, financing and research activities as well as providing investment banking, investment, treasury solutions and financial advisory services. In the ordinary course of its business activities, the Bank or any member of the Affin Group may at any time hold positions, trade or otherwise effect transactions for its own account or the accounts of other customers, in debt or equity securities that may be opposite to the trading position taken by the Applicant. The Bank or any member of the Affin Group may also have given loans to any issuer of the securities traded or will be traded by the Applicant.</p> <p>1.22 The Applicant agrees to provide the Bank with documentary evidence upon the Bank's request for regulatory compliance purposes pertaining to foreign exchange control requirements. The Applicant is aware and agrees that the Bank is entitled to cancel the foreign exchange forward contract or derivatives referenced or based on exchange rates ("Said Contract") if the Applicant fails to provide documentary evidence, or the Said Contract is not found to be supported by an underlying commitment or if the underlying commitment fails to materialise or if the Said Contract is entered for speculative purposes. If there is any change in the underlying commitment, the Applicant also agrees to notify the Bank forthwith. Further, the Bank is entitled to report to the Malaysian Controller of Foreign Exchange for any suspicious or discrepant transactions.</p> <p>1.23 Where the Applicant is a resident exporter, the Applicant understands and declares that it shall comply with Bank Negara Malaysia's ("BNM") requirements on retention of foreign currency proceeds from its exports of goods and irrevocably consents to the conversion of its foreign currency proceeds from the export of goods to Ringgit Malaysia in accordance with the requirements of BNM and further authorises the Bank to act in accordance with the requirements of BNM in relation to the receipt of export proceeds.</p> <p>1.24 The Applicant hereby declares that it shall ensure the sources and uses of funds into/from the Trade Foreign Currency Account and Investment Foreign Currency Account shall at all times be in compliance with BNM's requirements.</p> <p>1.25 The Applicant agrees to comply with any trading or selling restrictions under applicable laws, including those imposed by any relevant exchange or market or clearing house applicable to the transaction undertaken by the Bank for or on behalf of the Applicant. The Applicant acknowledge and understand that the underlying securities in the transactions may be subject to foreign laws and regulations which may have extraterritorial application and effect. It is the Applicant's obligation to comply and ensure compliance by any of the Applicant's underlying clients with any national or applicable foreign laws including but not limited to the holding or transfer or selling restrictions. The Bank does not have any obligation to inform or advise the Applicant of any applicable transfer or selling restrictions.</p> <p>1.26 The Applicant agrees to provide the Bank in a timely manner with all information and documentation including but not limited to the settlement date, securities, underlying counterparties, nominal value, price, purchase-sell consideration and standard settlement instruction details for the Bank to effect transaction for or on behalf of the Applicant. Any failure, or delay in providing the Bank with the necessary information or documents or any insufficient or inaccurate information or documents do not preclude the Bank from claiming any loss, FX differences, expenses, charges or damages.</p>
2.	<p><b>Foreign Exchange Transactions ("FX transactions") Declarations</b></p> <p>1.1 The Applicant hereby declares that the Applicant understands that the Bank in executing any Foreign Exchange transactions:</p> <p>(i) The Bank will act in the capacity of a principal. In acting as a principal, the Bank will carry out the transactions on an arm's length basis with the client for the benefit of the Bank and does not act as agent, fiduciary or financial advisor or in any similar capacity on behalf of its clients and thus does not undertake any of the duties that an entity acting in that capacity would ordinarily perform, unless otherwise explicitly agreed between the Bank and the client.</p> <p>(ii) Unless otherwise agreed, any firm or indicative price quoted by the Bank to a client is an "all-in" price, inclusive of any markup above the price at which the Bank may be able to transact, or has transacted, with other clients. In determining any pricing (or any component of pricing), the Bank may consider factors such as liquidity of the transaction type in prevailing markets, the size and/or complexity of the transaction, credit costs, balance sheet and capital usage, risk limit utilisation, trade processing costs, sales efforts and any other relevant considerations. As these factors may vary, the Bank may offer different prices to different clients for the same or similar FX transactions or component of such FX transactions.</p> <p>(iii) The Bank may execute transactions for its own proprietary account or for the benefit of other clients prior to execution of any trade request that a client has placed with the Bank. The Bank may also engage in risk management activities prior to (sometimes referred to as "pre-hedging") or at the same time as executing a transaction with a client.</p> <p>(iv) The Bank makes use of information provided to it as principal in order to effectuate and risk manage transactions. Specifically, unless otherwise agreed in writing, the Bank may use the economic terms of a client trade request to third parties in order to source liquidity and/or execute risk-mitigating transactions.</p> <p>(v) The Bank reserves the right to execute a transaction with a client using the Bank's existing inventory or through acquisition or other hedging activities without disclosing to the client the source and the Bank's cost of the liquidity.</p>
3.	<p><b>Personal Data Protection Act 2010</b></p> <p>1.1 The Applicant hereby confirms that it has read, understood and agreed to be bound by the Bank's Privacy Notice (which is available at <a href="http://www.affinhwang.com">www.affinhwang.com</a>). The Applicant further consents, authorises and confirms that it has duly obtained its directors, individual shareholders, officers, guarantors and/or such other relevant persons' consent and authority including but not limited to such individual of its holding company or subsidiaries ("<b>Applicant's Individuals</b>"), for the Bank:</p> <p>(i) to process the personal information of Applicant's Individuals;</p>

	<p>(ii) to be provided with information (including personal information of the said Applicant's Individuals) as may be required by the Bank; and</p> <p>(iii) to disclose the said Applicant's Individuals' personal information to the classes of parties described in the Bank's Privacy Notice including but not limited to Bursa Malaysia Berhad and its related companies (collectively referred to as "<b>Bursa Malaysia</b>") (please refer to Bursa Malaysia's website for Bursa Malaysia's Personal Data Notice) at the Bank's sole discretion without further reference to the Applicant and/or the Applicant's Individuals.</p> <p>1.2 The Applicant further agrees to undertake the responsibility to promptly inform the Bank in writing should there be any changes to the personal information of the Applicant's Individuals.</p> <p>1.3 The aforesaid consent granted herein shall be irrevocable and unconditional. Should the aforesaid consent and/or authority be subsequently revoked by any of the Applicant's Individuals, the Applicant agrees that the Bank shall have the discretion to terminate this account without recourse by the Applicant against the Bank. Any termination hereof shall be without prejudice to the Bank's right to settle any transactions entered into, or to settle any liability incurred by the Applicant hereunder, prior to termination, and the Applicant shall remain liable for all costs and expenses incurred as a result of the Bank settling such transactions, which shall be paid to the Bank by the Applicant immediately upon demand. The Bank shall also be entitled at its discretion, to cancel all unexecuted instructions as at the time of termination.</p> <p>1.4 In the event that the Applicant provides the Bank with the personal and financial information relating to any third parties, for the purposes of opening one or more accounts, obtaining facilities from the Bank and/or operating the said accounts/facilities, the Applicant hereby confirms and warrants that the Applicant has obtained the necessary consent from the said third parties and/or are otherwise entitled to provide these information to the Bank and for the Bank to use it in accordance with this agreement, and the Applicant hereby undertakes to procure the necessary consent from the said third parties and to provide a copy of the Bank's Privacy Notice (which is available at <a href="http://www.affinhwang.com">www.affinhwang.com</a>) to the said third parties for the Bank to provide the said third parties with information on the Bank's products, services and/or offers which may be of interest and/or financial benefit to them. Where such information is provided to the Bank, the Applicant agrees to undertake the responsibility to update the Bank in writing should there be any change to the personal and financial information relating to the said third parties.</p> <p>1.5 The Applicant hereby agrees to notify such third parties in writing of Bursa Malaysia's personal data notice which is available at Bursa Malaysia's website at <a href="http://www.bursamalaysia.com">www.bursamalaysia.com</a>.</p> <p>1.6 The Applicant (whether as a company or an individual) hereby irrevocably and unconditionally consents, authorises and confirms that it or he/she hereby authorises the Bank to conduct from time to time and at any time necessary reference checks including but not limited to credit reference/reporting checks with credit reporting agencies and/or reference check agencies (including but not limited to CTOS Data Systems Sdn. Bhd. ("<b>CTOS</b>") and Central Credit Reference Information System ("<b>CCRIS</b>") on the Applicant, its shareholders, its directors, any security party and the security party's shareholders and directors and/or any other persons as the Bank may deem necessary for compliance with its internal, regulatory or legal requirements ("Affected Person") and for any other purposes including but not limited to credit evaluation, monitoring, risk evaluation, debt recovery purposes, legal proceedings and such other lawful purposes or required by regulatory authority, without further reference to the Applicant. The Applicant and the Affected Person further irrevocably authorises and consents to CTOS, CCRIS and other credit reporting agencies and/or reference checks agencies conducting credit reference/reporting checks on them, processing and disclosing any of their information to the Bank. The Applicant also consents and authorises the Bank to disclose all information relating to the Applicant and the Applicant's conduct of account(s) to CTOS, CCRIS and to such other credit reporting agencies and/or reference check agencies which may in turn share such information with other subscribers or users of their services.</p>
4.	<p><b>Consent for Disclosure</b></p> <p>1.1 The Applicant hereby irrevocably and unconditionally permits and authorises the Bank, and the Bank shall be entitled, from time to time and at any time whatsoever, for any purpose whatsoever and to any extent howsoever as it may deem fit, or as required by laws or contractual obligations:</p> <p>(i) To have access to and/or to obtain and/or to extract any information including information regarding the Applicant's accounts and transactions and/or documents whatsoever and however described relating to the Applicant ("<b>the Applicant Information</b>") from any source whatsoever, including but not limited to any credit information from the BNM and also from related corporations (as defined in the Companies Act 2016 or the equivalent legislation in foreign jurisdiction) or associates of the Bank (collectively "the Interested Parties" and each "an Interested Party");</p> <p>(ii) To disclose the Applicant Information to any of the person(s) as set out in the Bank's Privacy Notice (which is available at <a href="http://www.affinhwang.com">www.affinhwang.com</a>) as the Bank may deem necessary and to any of the person(s) set out below, and the Applicant hereby confirms and agrees that the Bank shall be under no duty or obligation whatsoever to cause such aforementioned person not to or to ensure that such person does not disclose such Applicant Information to any other person(s):</p> <ol style="list-style-type: none"> <li>(1) the Interested Parties whether present or future, and their directors, officers and employees;</li> <li>(2) regulatory bodies such as BNM (including but not limited to the Credit Bureau, the CCRIS), Securities Commission Malaysia ("SC"), Bursa Malaysia Berhad and any other authorities/bodies (including their respective related corporations, associates or affiliates) which have oversight over the Bank and the Bank's business activities;</li> <li>(3) any rating agencies, credit reporting agencies/reference check agencies;</li> <li>(4) any assignee or transferee or potential assignee or transferee or other person proposing to enter into any contractual arrangement with the Interested Parties (including but not limited to the secondary debt market, novatee or transferee of the Interested Parties' rights in respect of any business dealings, including but not limited to mergers, acquisitions, sale of the Interested Parties' shares or assets to third party);</li> <li>(5) the Bank's advisers and/or consultants (including but not limited to accountants, auditors, lawyers, financial advisers or other professional advisers and/or consultants);</li> <li>(6) the Bank's duly appointed service providers, agents or contractors (including but not limited to debt collection agencies, direct mailers, parties that assist the Bank in processing and/or otherwise fulfilling the transactions and/or services/products the Applicant has subscribed for);</li> <li>(7) any person intending to settle any moneys outstanding under the account(s) or facilities granted by the Bank to the Applicant subject to the Applicant's prior authorisation;</li> <li>(8) any third party as a result of any restructuring of facilities granted to the Applicant or the sale of debts, or the acquisition or sale of any company by the Bank;</li> <li>(9) any person (including the Applicant's guarantor and security provider) connected to the enforcement or preservation of any of the Bank's rights under the Applicant's agreements with the Bank;</li> <li>(10) any foreign regulatory authority or regulator, law enforcement agencies and their subsidiaries, related corporations, associates or affiliates, whether or not for investigation purposes or otherwise;</li> <li>(11) foreign brokers through whom the Bank may place orders in respect of the Applicant's trading in securities quoted outside Malaysia;</li> <li>(12) any other parties to whom such disclosure is required by local or foreign laws or regulatory requirements or directives or pursuant to a Court order; and</li> <li>(13) any other parties that the Bank deems necessary or proper.</li> </ol> <p>The Applicant hereby in turn permits and authorises the Interested Parties to disclose the Applicant Information to the Bank</p> <p>1.2 The Applicant hereby acknowledges and agrees that the permission and authorisation given herein is for the purposes of including without limitation to Section 45 of the Securities Industry (Central Depository) Act 1991, Section 47(2) of the Central Bank of Malaysia Act 2009 and Section 134 of the FSA and that no further consent from the Applicant is required and that the Bank shall not be liable to the Applicant under any circumstances or</p>

	<p>in any manner whatsoever for any loss or damage (whether direct or indirect, foreseeable or unforeseeable) and howsoever arising in relation to or arising from the disclosure of the Applicant Information by the Bank or any other person.</p> <p>1.3 The Applicant hereby agrees to indemnify and hold harmless the Bank, its directors, agents or any relevant person acting on the Bank's instructions in relation to any alleged loss, claim, damages, and/or demands arising out of or in relation to the disclosure of Applicant's Information.</p>
5.	<p><b>FATCA and CRS</b></p> <p>1.1 Authorisation and Undertakings:</p> <p>(i) Under penalties of perjury, the Applicant declares that the Applicant has examined the information contained in the Account Opening / Updating Application Form and that the information provided is true, correct, reliable and complete.</p> <p>(ii) The Applicant hereby authorises the Bank to provide, directly or indirectly, to any relevant tax authorities or any party authorised to audit or conduct a similar control of the Bank for tax purposes, a copy of the Account Opening / Updating Application Form, or where applicable, the Form W-9 and to disclose to such tax authorities or such party any additional information that the Bank may have in its possession that is relevant to the Applicant's qualification for any benefits claimed on the basis of this declaration.</p> <p>(iii) The Applicant hereby acknowledges and agrees that information contained in the Account Opening / Updating Application 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 the Applicant is a resident for tax purposes.</p> <p>(iv) The Applicant hereby authorises the Bank to provide, directly or indirectly, a copy of the Account Opening / Updating Application 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 the Account Opening / Updating Application Form relates; (ii) any person that can disburse or make payments of income to which the Account Opening / Updating Application Form relates; or (iii) any party authorised to audit or conduct a similar control of aforementioned persons for tax purposes.</p> <p>(v) The Applicant hereby certifies that the Applicant is the beneficial owner of all the income to which the Account Opening / Updating Application Form relates.</p> <p>(vi) The Applicant hereby undertakes to notify the Bank within 30 days of any change in circumstances that affect the tax residency status of the Applicant or cause any declaration in the Account Opening / Updating Application Form to become incorrect or incomplete (including any changes to the information and where applicable, controlling persons) and to provide the Bank a suitably updated self-certification form and declaration within 30 days of such change in circumstances.</p> <p>(vii) The Applicant hereby irrevocably and unconditionally undertakes to fully indemnify the Bank against all claims, proceedings, liabilities, costs, charges and expenses which the Bank may incur at any time as a consequent of any information produced by the Applicant (including any update of, or supplement to, information already provided) being or being alleged to be misleading and/or deceptive in any respect.</p>
6.	<p><b>SOPHISTICATED INVESTORS</b></p> <p>1.1 A sophisticated investor hereby confirm that he satisfies the relevant criteria as set out in the SC's Guidelines on Categories of Sophisticated Investors dated 5 February 2024 and as amended from time to time.</p> <p>1.2 The categories of sophisticated investor are:</p> <p><b>(a) Accredited Investor</b></p> <p>(i) A unit trust scheme, private retirement scheme or prescribed investment scheme.</p> <p>(ii) BNM</p> <p>(iii) A licensed person or a registered person.</p> <p>(iv) An exchange holding company, a stock exchange, a derivatives exchange, an approved clearing house, a central depository or a recognized market operator.</p> <p>(v) A corporation that is licensed, registered or approved to carry on any regulated activity or capital market services by an authority in Labuan or outside Malaysia which exercises functions corresponding to the functions of the SC.</p> <p>(vi) A bank licensee or an insurance licensee as defined under the Labuan Financial Services and Securities Act 2010 [Act 704].</p> <p>(vii) An Islamic bank licensee or a takaful licensee as defined under the Labuan Islamic Financial Services and Securities Act 2010 [Act 705].</p> <p>(viii) A chief executive officer or a director of any person referred to in subparagraphs (iii), (iv), (v), (vi) and (vii) above.</p> <p>(ix) A closed-end fund approved by the SC.</p> <p><b>(b) High-Net Worth Entity (HNWE)</b></p> <p>(i) A company that is registered as a trust company under the Trust Companies Act 1949 and has assets under its management exceeding ten million ringgit or its equivalent in foreign currencies.</p> <p>(ii) A corporation that—</p> <p>(A) is a public company under the Companies Act 2016 which is approved by the SC to be a trustee under the Capital Markets and Services Act 2007 and has assets under its management, exceeding ten million ringgit or its equivalent in foreign currencies; or</p> <p>(B) is carrying on the regulated activity of fund management solely for the benefit of its related corporations and has assets under its management exceeding ten million ringgit or its equivalent in foreign currencies.</p> <p>(iii) A corporation with total net assets exceeding ten million ringgit or its equivalent in foreign currencies based on the last audited accounts.</p> <p>(iv) A partnership with total net assets exceeding ten million ringgit or its equivalent in foreign currencies.</p> <p>(v) A statutory body established under any law whose function or mandate is investment in capital market products.</p> <p>(vi) A pension fund approved by the Director General of Inland Revenue under the Income Tax Act 1967</p> <p><b>(c) High-Net Worth Individual (HNWI)</b></p> <p>An individual—</p> <p>(i) whose total net personal assets exceeding three million ringgit or its equivalent in foreign currencies, provided that the net value of the primary residence of the individual contribute not more than one million ringgit of the total net assets;</p> <p>(ii) whose total net joint assets with—</p> <p>(a) his or her spouse; or</p> <p>(b) his or her child,</p> <p>exceeding three million ringgit or its equivalent in foreign currencies, provided that the net value of the primary residence of the individual with his or her spouse or child contribute not more than one million ringgit of the total net assets;</p> <p>(iii) who has a gross annual income exceeding three hundred thousand ringgit or its equivalent in foreign currencies in the preceding twelve months;</p>

	<p>(iv) who jointly with his or her spouse or child, has a gross annual income exceeding four hundred thousand ringgit or its equivalent in foreign currencies in the preceding twelve months;</p> <p>(v) whose total net personal investment portfolio or total net joint investment portfolio with his or her spouse or child, in any capital market products exceeding one million ringgit or its equivalent in foreign currencies;</p> <p>(vi) who holds any of the following qualifications and has five consecutive years of relevant working experience in finance, economics, actuarial science or accounting—</p> <p>(A) holds a Bachelor's or Master's degree related to Finance, Economics or Actuarial Science;</p> <p>(B) holds a Bachelor's or Master's degree in Accounting; or</p> <p>(C) holds a Master of Business Administration;</p> <p>(vii) who holds the following membership in the associations as set out below:</p> <p>(A) Active Member of Chartered Financial Analyst (CFA) Institute;</p> <p>(B) Chartered Banker of Asian Institute of Chartered Bankers (AICB);</p> <p>(C) Ordinary Member of Financial Markets Association Malaysia (FMAM);</p> <p>(D) Chartered Accountant, C.A(M) of Malaysian Institute of Accountants (MIA);</p> <p>(E) Ordinary Member of Malaysia Association of Tax Accountants (MATA);</p> <p>(F) Accredited Angel Investor of Malaysian Business Angel Network (MBAN);</p> <p>(G) Certified Member of Financial Planning Association of Malaysia (FPAM); or</p> <p>(H) Ordinary Member of Malaysian Financial Planning Council (MFPC);</p> <p>(viii) who has five consecutive years of working experience in a capital market intermediary relating to product development, corporate finance, deal advisory, investment management, sales and trading, investment research and advisory, financial analysis, or the provision of training in investment products</p>
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