

A. GENERAL TERMS AND CONDITIONS applicable to Providers and PPA (Governed by and construed in accordance with laws of Malaysia).

1. Account Opening
 - a) The Applicant shall be bound by these terms and conditions, the Disclosure Document, the Supplementary Disclosure Document(s) (if any) and also the terms and conditions stated in this application form and the webpage of Principal Asset Management Berhad (formerly known as CIMB-Principal Asset Management Berhad) ("Principal") and the Private Pension Administrator ("PPA"). For further information about the PRS Scheme or Funds with Principal, please refer to Principal webpage at www.principal.com.my and for further information about PPA, please refer to the PPA's webpage at www.ppa.my
 - b) Principal and/or PPA shall be entitled at any time and without prior reference to the Applicant to add, vary or amend any or all of the terms and conditions herein at its sole and absolute discretion.
 - c) Upon submission of this form as well as other supporting documents, the information contained therein will be used by Principal and PPA for creation of account and record purposes.
 - d) Principal and PPA shall have absolute discretion in the opening of an account.
 - e) All instructions and/or information given in writing to Principal and/or PPA, including this form are binding on the Applicant.
2. Personal Data/Information

Personal data provided by the Member on the joint application form and details of transaction or dealings by Members provided from time to time thereafter may be used and/or disclosed by Principal and/or PPA and/or its personnel for the following purpose:-

 - a) The use and/or disclosure of the PPA members' personal information to any party is necessary for the completion of any transactions, dealings or in connection with services that Principal/or PPA may provide to the PPA members;
 - b) If required by the applicable laws, regulations, directives, guidelines, regulatory authorities, government authorities and/or court or competent jurisdiction; and
 - c) To any Principal and/or PPA's delegates, service providers or any third party that Principal and/or PPA may engage on the basis that the recipient would continue to maintain confidentiality of the PPA's members personal information.
 - d) Members are also advise to read the PPA Privacy Notification.
3. Change of Contact Details

It shall be the PPA members' obligation to notify the PRS Provider and PPA of any change in PPA member's address, e-mail or contact number immediately to ensure continuity in the receipt of communication from Principal and PPA.
4. Anti Money Laundering and Counter Financing of Terrorism

The Applicant hereby warrants that:-

 - a) No person other than the applicant has or will have any interest in the account (where applicable); and
 - b) All monies as may be paid to Principal and/or PPA from time to time shall come from legitimate (and not illegal) source;
 - c) The Applicant agrees to provide such information and documents as may be necessary to verify the Applicant's identity and do all such acts and things as may be necessary to enable Principal and/or PPA to comply with all applicable anti-money laundering and counter financing terrorism (AML/CFT) and the governing law, rules and regulations (whether in Malaysia or elsewhere). The Applicant agrees that Principal and/or PPA shall not be liable or responsible in anyway whatsoever and shall be held harmless against any loss arising as a result of or in connection with any delay or failure to process any application or transaction if such information or documents requested by Principal and/or PPA have not been promptly provided by the Applicant to Principal and/or PPA.
 - d) Principal and/or PPA reserves the right to terminate the relationship if any documents requested pursuant to the AML/CFT requirements are not received within 14 days.

B. PPA'S TERMS AND CONDITIONS

1. The PPA members have been informed of the fees payable to the PPA. The fees payable to the PPA are as below:
 - a) Account opening fee (RM10)
 - b) Annual maintenance fee (RM8) (payable only when there is contribution)
 - c) Administration fee of 0.04% of the Fund's NAV charged to the funds by Provider

The above may be collected by the PRS Provider acting on behalf of the PPA. For further information on the PPA's fees and charges, please refer to <http://www.ppa.my/ppa/member-services/prs-transactions/>
2. PPA reserves the right after 6 months of notification to the member to close a PPA account that does not reflect any balance in the PPA account due to the following reasons:-
 - a) Full amount withdrawn (upon attaining retirement age)/ permanent departure and account has zero units for 6 months; or
 - b) Upon release of the deceased member's funds to beneficiaries/ nominees/ next-of-kin pursuant to a Letter of Administration or Grant of Probate.
3. Variation

The PPA shall be entitled at any time and without prior reference to the PPA members' to add, vary or amend any or all of the terms and conditions herein and/or the PPA's website and/or the joint application form at its sole and absolute discretion.

C. PRINCIPAL TERM AND CONDITIONS

1. Applicant

The Applicant warrants that they have the capacity, power and all necessary authorization under the laws of the jurisdiction to which it applies in the Fund(s)/Scheme(s) under such laws. Applicant must be 18 years old and above and not be an undischarged bankrupt at the date of application. Applications must be accompanied by a copy of the Applicant's identity card/passport and/or such other documents as Principal may require from time to time.
2. Rights of Provider
 - a) Principal reserves the right to accept or reject any application in whole or in part thereof without assigning any reason in respect thereof, without compensation to the Applicant and the duly completed application form received by Principal is deemed irrevocable by the Applicant.
 - b) Notwithstanding anything contained herein, Principal shall be at liberty to disregard or refuse to carry out any of the Applicant's instruction if the carrying out of such instructions, would be in contravention of any existing laws or regulatory requirements, whether or not having the force of law and/or would or may expose Principal to any liability or risk (whether valid or otherwise).
3. Instructions/Voice Recordings
 - a) All instructions given by the Applicant or its authorized representative either verbally or in writing, by facsimile transmission or such other permitted means of communication as notified by Principal from time to time arising out of and/or in connection with the Applicants account held with Principal, shall be binding on the Applicant. Principal shall have no obligation to verify the authenticity of any such instructions or the identity of any person giving such instructions.
4. Fees, Charges and Expenses
 - a) The Applicant shall be responsible for the payment of any charges, fees, costs, expenses and other liabilities properly payable or incurred by Principal and in holding or executing transactions in respect any contribution to the PRS Scheme.
 - b) Principal shall not be liable to pay any profit to the Applicant for any monies held by Principal for the Applicant for any reason whatsoever.
5. Authorised PRS Consultant
 - a) The Applicant should check that the PRS Consultant has a VALID authorization and registration card. All authorised PRS Consultants are registered with Federation of Investment Managers Malaysia (FIMM). For more information, please visit www.fimm.com.my.
 - b) If a PRS Consultant is named in the Form, Principal is entitled to process any instructions received from such PRS Consultant without further reference to the Applicant unless Principal has received prior written instructions to the contrary from the Applicant.
 - c) Principal shall not be responsible for any action or omission on the part of the PRS Consultant and shall be under no obligation to verify are authenticity of the instructions received or to determine whether or not such instructions were authorized. The Applicant shall have no right of action against Principal in connection with the execution by Principal of such instructions and undertaken not to make any claim against Principal in connection thereof.
6. Notices
 - a) Any instruction or communication to be given by the Applicant to Principal shall be in writing and sent to such address or any other alternative method as may be notified by Principal from time to time to the Applicant and shall take effect upon actual receipt by Principal and during the normal working hours of Principal.
7. Statement

These shall be sent at the risk of the Applicant to the Applicant's address or any other method prescribed and agreed to by the Applicant for the delivery of statements. If the Applicant fails to notify Principal in writing of any error in the statements within 14 days form date of statement the Applicant shall be deemed to have waived any right to raise any objection or to pursue any remedies against Principal or the Trustee.
8. Set Off

Principal is entitled to set off any monies due to the Applicant in relation to the account against any debts or liabilities due and/or owing by the Applicant to Principal from time to time.
9. Online Access

Applicant will be provided with access to an Online Member website upon execution of this form. Applicant will be provided with all relevant information to access an online member account and this will be sent to the mailing address provided on this form. Applicant agrees to received online statement unless a request is made for printed statement.
10. Liability

Neither Principal nor any of its PRS consultant shall be liable for any direct, indirect, special or consequential damages which may be suffered and/or to be suffered by the Applicant 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 Application and these terms and conditions.
11. Indemnity

The Applicant hereby agrees to indemnify Principal against all claims by third parties which may be made against Principal in connection with this Application and these terms and conditions.
12. Severability

Each of the provisions contained herein is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, void and/or illegal the enforceability of the remaining provisions hereof shall not in any way be effected or impaired thereby.
13. Successors Bound

The form shall be binding upon the heirs, personal representatives, successors in title and permitted assigns of the Applicant.
14. Applicable Law

These terms and conditions shall be governed by and construed in accordance with the Laws of Malaysia.
15. Declaration by PRS Consultant
 - a) I agree to abide by all relevant policies of Principal and applicable laws including amendments as may be in force from time to time.
 - b) I hereby confirm that I have sighted the original personal identity documents (i.e. either NRIC or Passport) of the Applicant and I have satisfactorily completed the verification of the identity of the Applicant and the name, address, contact number, occupation and/or nature of business shown on this application correspond with my records, and agree to make such relevant documentation available to you on request.
 - c) I hereby confirm that I witnessed the signature of the Applicant and I confirm that the particulars of the Applicant stated herein to be true and correct.

You are required to satisfactorily verify the identity and address of the Applicant and have adequate records to demonstrate that fact under the Anti Money Laundering and Counter Financing of Terrorism Laws, Guideline and/or Regulations. You should ensure that the names and address of the Applicant are accurate and complete and in accordance with the relevant records.

Occupation Codes				Nature of Occupation Codes			
Code	Occupation	Code	Occupation	Code	Nature of Occupation	Code	Nature of Occupation
101	Retiree	105	Skilled Worker	110	Others	100	Agriculture/Forestry
102	Housewife	106	Clerical	111	Unemployed	101	Mining/Quarrying
103	Self-Employed	107	Executive	112	Student	102	Construction
104	Professional	109	Management	113	Government	103	Finance/Insurance/Property
						104	Transport/Storage/Communication
						105	Trading/Restaurant/Hotel
						106	Education/Health
						107	Electricity/Gas/Water
						108	Manufacturing
						109	Others