

C. DECLARATIONS BY ACCOUNT HOLDER(S)

1. SUITABILITY ASSESSMENT DECLARATION

Pursuant to the Guidelines on Sales Practices of Unlisted Capital Market Products issued by the SC, I/we hereby declare that I/we have been assessed by ACSB on the suitability assessment and confirm that there has been no material change in the information since the last assessment.

2. SOPHISTICATED INVESTOR DECLARATION

I/We hereby declare and confirm that I/we am/are a Sophisticated Investor⁴ and wish to invest into Wholesale Fund⁵ as defined in the Guidelines on Categories of Sophisticated Investors (“Guidelines”) issued by the SC.

⁴ *Sophisticated Investor is defined in the Guidelines to mean any person who comes within any of the categories of investors set out in Part 1, Schedule 6 and 7 of the Capital Markets and Services Act 2007. Please refer to the Wholesale Fund’s Product Highlight Sheet/Information Memorandum definition of Sophisticated Investor.*

⁵ *Wholesale Fund is defined in the Guidelines and only Sophisticated Investor may invest in a Wholesale Fund. This is also applicable to all Joint Holder(s) for Individual Account.*

3. FOREIGN CURRENCY FUND DECLARATION

I/We wish to invest into foreign currency denominated Fund(s). I/We have read and fully understood, and will comply with the requirements of the Foreign Exchange Administration of the Bank Negara Malaysia (“BNM”), including but not limited to the rules in relation to Domestic Ringgit Borrowing⁶ and/or other requirements of the BNM or any other relevant authorities from time to time.

⁶ *Domestic Ringgit Borrowing is defined under the Notice 3: Investment in Foreign Currency Asset, issued by BNM.*

D. ACCOUNT TERMS AND CONDITIONS

1. Rights of ACSB

- 1.1 The Terms and Conditions herein are not exhaustive and ACSB reserves the right to add, delete, vary or amend these Terms and Conditions at any time and from time to time at its sole and absolute discretion and the Account Holder(s) hereby agree to any such additions, deletions, variations or amendments to the Terms and Conditions. Where there are conflicting terms, the terms in ACSB’s forms and/or Disclosure Documents shall prevail.
- 1.2 Account Holder(s) is/are informed and has/have expressly agreed to be serviced by any assigned employee of ACSB in addition to the servicing Unit Trust Scheme Consultant (“UTSC”), including but not limited to any appointed UTM, personnel, business partner and distributor of ACSB, only when such service is conducted together with any assigned employee of ACSB. In performing their role, information of the Account Holder(s), including profile, financial and investment records will be made available to assigned employees in addition to the servicing UTSC.
- 1.3 Authorised or assigned employees of ACSB including but not limited to any appointed UTM, personnel, business partner and distributor of ACSB, must advise and inform Account Holder(s) of their capacity in providing service and general advice. Account Holder(s) is/are advised to make their independent decision, which includes the option to seek other professional advice. Account Holder(s) must be well informed on the above in order to continue the business relationship with ACSB. Such information shall also be made available to ArecaCapital Trustees Berhad (“ACTB”), being a part of the ACSB group, for the purpose of estate planning and/or setting up of private trust only.
- 1.4 For any enquiries on the services and the rights of ACSB, Account Holder(s) may email to invest@arecacapital.com or visit www.arecacapital.com.

2. Personal Data Protection and Privacy Policy

- 2.1 The protection of personal data and privacy is an important concern to ACSB. Any personal data collected on this form will be treated in accordance with ACSB’s Personal Data Protection and Privacy Policy (“PDPA Policy”). Kindly visit www.arecacapital.com to view the contents of the ACSB’s PDPA Policy.
- 2.2 Account Holder(s) has/have ensured that they have read and understood the PDPA Policy and, where they have provided ACSB with the personal data of any other person, the said person has also read and understood the PDPA Policy. By executing this **Switch Form**, Account Holder(s) represent(s) that:
 - (a) they have read and understood the PDPA Policy and consent is given to ACSB to process their personal data; and
 - (b) where they have provided the personal data of any other person, the said person has read and understood the PDPA Policy and he/she consents to ACSB processing of his/her personal data.

3. Issuance of Official Receipt and Statement of Accounts

- 3.1 A confirmation note will be issued to the Principal Holder within 10 Business Days from the date of investment or transaction under normal circumstances.
- 3.2 Statement of Accounts detailing all active accounts will be issued to the Principal Holder periodically.
- 3.3 All items and balances shown in the confirmation notes and Statement of Accounts will be considered correct unless ACSB is notified in writing of any discrepancy within 14 days from the date of the confirmation notes and Statement of Accounts.
- 3.4 All notices, statements, vouchers, correspondence and other communications will be addressed to the Principal Holder only at the address herein.

4. Switching of Units

- 4.1 Account Holder(s) may switch investments in any unit trust fund(s) managed and/or distributed by ACSB by filling up the **Switch Form** and forwarding the duly signed form to ACSB.
- 4.2 If the switching is made to an initial/new unit trust fund(s), the gross amount must meet the minimum requirement of the new unit trust fund(s)’s initial investment amount as stated in the respective unit trust fund(s)’s Disclosure Documents. For partial switching, the Account Holder(s) must leave a minimum balance of units required to maintain the unit trust fund(s)’s account. In the event any request for partial switch results in the Account Holder(s) holding less than the minimum balance of units as stated in the respective unit trust fund(s)’s Disclosure Documents, ACSB reserves the right to fully switch all the units held by the Account Holder(s).
- 4.3 ACSB may charge a switching fee as disclosed in the Disclosure Documents of the respective unit trust fund(s).
- 4.4 Switching between UTM is allowed only for CASH investments.
- 4.5 Switch-sell and switch-buy transaction between different UTM will be effected on different transaction day and hence different Net Asset Values (“NAV”) of the respective unit trust fund(s) shall apply.
- 4.6 ACSB shall be entitled to rely upon the Account Holder(s)’s instructions stated herein to proceed with the application. It will be deemed irrevocable and Account Holder(s) will not be able to cancel, stop or perform any changes to the application upon submission.
- 4.7 ACSB shall be entitled to charge an entry fee for switching to another fund if no initial entry fee is charged.

5. Income Distribution and Reinvestment Policies

5.1 Income distributions declared by the respective unit trust fund(s) shall be reinvested in new units of the same unit trust fund(s) except where reinvestment is not allowed.

6. Fees, Charges and Expenses

6.1 The Account Holder(s) shall be responsible for the payment of any charges, fees, costs, expenses, taxes (if any) and other liabilities properly payable or incurred by ACSB and in holding or executing transaction in respect of any of the units. All fees/charges may be subject to tax or taxes which may be imposed by the relevant Authority from time to time.

E. SIGNATURE(S)

I/We hereby confirm, acknowledge and agree:-

- a) that I/we have read and fully understood the Terms and Conditions in this Switch Form accompanied by the relevant Disclosure Documents of the respective unit trust fund(s) and agree to be bound by them.
- b) that the information provided above is accurate and complete and that I/we am/are the Account Holder(s) or Authorised Signatory(ies) to the account. I/We agree to indemnify ACSB, its directors, officers, employees, agents and representatives against all actions, suits, proceedings, claims, damages and losses which may be suffered by ACSB as a result of any inaccuracy in the information provided herein.

Please do not pre-sign or sign an incomplete form. For corporate, please affix company's stamp here.

Signature	Signature	Signature
Name:	Name:	Name:
Date:	Date:	Date:

FOR ARECA AUTHORISED UTSC USE ONLY

ARECA AUTHORISED UTSC DETAILS

Signature:	Name:	FIMM Code:
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MEETING NOTES

Date:	Time:	Location:
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Other Information:

FOR OFFICE USE BY ACSB

FOR AUTHORISED OFFICER USE ONLY

Processed by:	Transaction Date:
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Notes:
