



## **CUSTOMER CONSENT FORM**

### **CUSTOMER CONSENT FOR DISCLOSURE AND USE OF THE CUSTOMER INFORMATION**

For the purposes of the provision of any service(s) and/or financial product(s) to me/us by Kenanga Investment Bank Berhad ("**Bank**") and its group of companies including its subsidiaries and related companies ("**Kenanga Group**") and/or for the performance of any contract(s)/agreement(s) between Kenanga Group and me/us (hereinafter collectively the "**Kenanga Services & Products**"), I/we hereby acknowledge that the Bank will collect and process any information relating to me/us, our directors and shareholders (if we are a corporation), my/our representatives, my/our security provider(s) and/or any other third party (collectively, the "**Data Subjects**").

In addition to the permitted disclosures provided under the Personal Data Protection Act 2010 and Schedule 11 of the Financial Services Act 2013 and/or Islamic Financial Services Act 2013, by signing and returning the copy of this **Customer Consent Form** to the Bank, I/we hereby consent, authorize and permit Kenanga Group and/or its officers and employees to collect, disclose and furnish, without further notification or concurrence by the Bank, any information and data relating to me/us, any document, record and information concerning the financial product(s) and/or services provided or to be provided to me/us, my/our accounts and/or future accounts with Kenanga Group, the performance of any contract(s)/agreements between me/us and Kenanga Group, and/or any other matters relating to the Bank's business and operations (if we are a corporation) to such extent as Kenanga Group may require for the provision of the Kenanga Services & Products ("**Information**").

I/We hereby acknowledge that the Bank may use, process and/or disclose the Information for the following purposes in and/or outside Malaysia ("**Purpose**"):

- to assess and process my/our applications for the Kenanga Services & Products including to handle any issue and/or query during such applications;
- to manage and maintain my/our accounts/facilities with the Bank;
- for crime or fraud detection, investigation, prevention, prosecution and compliance with sanctions, including know your customer (KYC) and regular politically exposed persons (PEP) screening;
- to respond to the requirements of a civil or criminal legal process, government and/or any regulatory body, and/or for regulatory compliance purpose and/or as required by law or regulation (including the European Union member states);
- for debt collection and enforcement of my/our obligations to the Bank and/or recovery of monies due and payable by me/us under the Kenanga Services & Products;
- for audit, compliance and risk management;
- to transfer or assign my/our rights and duties under any governing terms and conditions between me/us and the Bank;
- to perform shared services within Kenanga Group;
- for the outsourcing of business and back-room operations of Kenanga Group;
- for the transfer, storing and processing of the Information to a cloud service provider whether within Malaysia or outside Malaysia in order to carry out any of the Purposes stated in this letter;
- to transfer the Information to foreign jurisdictions to enable any cross-border transactions, for the performance of a contract, for the purposes of legal proceedings,

# Kenanga

upon written request from a foreign regulatory or government authority or body, to protect my/our vital interest or where it is in the public interest to do so; and/or

- for any other purposes that are required or permitted by any law, regulation, order and/or guidelines.

The Information may be disclosed to the following parties (“Parties”):

- the other entities/companies (including future entities/companies) within Kenanga Group, and its agents, affiliates and associates;
- share registrars;
- the issuer of securities related to the Kenanga Services & Products that I/we have subscribed/invested;
- administrators, liquidators (interim or permanent), judicial managers, receivers and managers;
- other financial institutions granting or intending to grant any credit facilities to me/us, the Central Credit Bureau or any other central credit bureau established by the Central Bank of Malaysia (“BNM”) or such authorities/agencies established by BNM or any agency established by the Association of Banks in Malaysia, BNM, Cagamas Bhd and such other authorities as may be authorised by law to obtain the Information;
- professional advisers, contractors, service providers, nominees, agents, debt collection agencies (including persons involved in debt collection and claims for debt), and the Bank’s other agents or third party providers with whom the Bank has contractual agreements for the Bank’s functions and services;
- auditors, solicitors, valuers, consultants and/or other agents in connection with the preparation of any contract(s)/agreement(s)/report(s)/advice/opinion(s) pertaining to the Kenanga Services & Products;
- credit reference agencies, rating agencies, insurers or insurance brokers;
- any actual or potential participants or assignee or transferee of the Bank’s rights and/or obligations under any transaction between the Bank and me/us;
- any guarantor or security provider for the Kenanga Services & Products granted by the Bank to me/us;
- any authorities or regulators, including foreign regulators for the performance of their functions, or any party as required by any law or any government, quasi-government, administrative, court or tribunal;
- any person connected to the enforcement or preservation of any of the Bank’s rights under the Bank’s agreements with me/us;
- any party or authority, if required by law, regulation and/or by law or pursuant to any order from any court of competent jurisdiction or if the disclosure has been approved in writing by BNM; and/or
- any other party authorized and/or consented to by me/us.

I/We hereby acknowledge that I/we may, at any time, opt to withdraw or revoke my/our consent for the disclosure of my/our Information and any personal data about the Data Subjects provided to the Bank by me/us (save for Information which is necessarily retained by the Bank to comply with legal, contractual, or regulatory requirements, storage purposes, or if there are valid grounds under the law to do so, such as legal claims etc.) by submitting a written notification addressed to Account Management Section at [e-statement@kenanga.com.my](mailto:e-statement@kenanga.com.my). I/We hereby acknowledge and agree that the Bank will require a reasonable amount of time to process such notices.



I/We hereby acknowledge and agree that the Bank reserves the right to take the necessary actions including termination of our business relationship and closure of account if the Bank feels that such removal or cessation of my/our consent would not allow the Bank to provide the Kenanga Services & Products or fulfil the Bank’s obligations in a satisfactory manner. This includes the Bank’s entitlement to refuse to provide or cease providing any facilities, or Kenanga Services & Products to me/us.

**ACCEPTANCE**

By signing and submitting this **Customer Consent Form**, I/we hereby signify my/our consent, and where applicable, have obtained the respective requisite consents from the Data Subjects, for Kenanga Group to use, process, transfer, deal and/or disclose (i) my/our Information ; and (ii) the Data Subject’s personal data in accordance with the terms above and/or the Bank’s Privacy Notice which can be found at <http://www.kenanga.com.my/general/privacy-statement>. (as may be amended or supplemented from time to time).

.....  
(Authorised Signatory)

Name:

Date:

Company Stamp (for Company)