

In accordance with the requirements of the Capital Markets and Services Act 2007, this Application Form should not be circulated unless accompanied by the Master Prospectus and/or Supplemental Prospectus(es), Information Memorandum, Product Highlight Sheet(s), if any. Investor should read and understand the contents of the Master Prospectus and/or Supplemental Prospectus(es), Information Memorandum, Product Highlight Sheet(s), and/or if any of the relevant Fund(s) / Investment(s) before completing this Form. Pre-signed account application form is strictly prohibited as provided under FIMM's Code of Ethics and Rules of Professional Conduct. Please complete in BLOCK LETTERS only.

1. PRODUCI Cash	TYPE (PL	EASE	IICK I	HE RE	LEV/	AINT	ALE RE		) Accou	unt '	Туре			Isla	ımic					Сс	nve	ntio	nal					
2. PARTICUI	ARS OF	PRINC	IPAL A	APPLIC	ANI	Γ																						
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6. BANK ACCOUNT DETAILS (FOR CREDITING OF DISTRIBUTION & I	REPURCHASE PROCEEDS)			
Bank & Branch Name:	Bank Account Name:	:		
Bank Account No.:	TINs Number:*For e-Invoicing Require	·d		
7. PARTICULARS OF JOINT APPLICANT  The principal applicant MUST be 18 years and above as at the date of this ap	plication. A copy of NRIC or F	Passport of the principal applica	nt must be attached.	
Title: ☐ Mr. ☐ Mrs. ☐ Ms. ☐ Others (Please Specify: Name of Applicant (as in NRIC / Passport):				
Name of Applicant (as in NRC / Fassport).				
NIDIC (Nava) Nava	C / Decorate / Military / De	alian ID Na	EDE No.	
NRIC (New) No:	C / Passport / Military / Po	Slicy ID No:	EPF No:	
Date of Birth (dd/mm/yyyy):  Gender:  Male Fem	Marital Status: ale Single	Married Divorced	d Widowed	
Race:	and amigro		.   11.001100	
	ease specify):			
Nationality Status:				
Malaysian, Bumiputra Malaysian, non-Bumiputra	Permanent Residen Please specify:		oreigner ease specify:	
Education Level: Secondary Diploma Degree	Master Degree PI	HD Others (pleas	se specify):	
Employment Status:    Employed   Self-Employed/Own Business:	Housewife Retire	ed Student	Unemployed	
(please specify )	Trousewire Retire		unemployed	
Name of Employer / Company Name:		Designation:		
Nature of Business: A   If A-86 – None of the above, please spe	cify:	[Please refer t	to Appendix 1 at page 12 & 13]	
Source of Income/Wealth/Funds:		<del>`</del>	11 13	
Salary / Pension Business Investment Return	Savings Parer Incor	ntal Family Inherit	tance Company's Profit	
Credit Share Sale Gift/Donation Facilities/Loan	Commission Property Sale Savings from Employr Income			
Company Sale Insurance/Investment Payout	Maturing Investmen	its and Encashment Claim		
Investment Objective(s):  Retirement Education Wealth Accumulation	Capital Growth	Regular Capit Income Protect		
Annual Income:	00,000	00 – RM499,999 RN	M500,000 – RM999,999	
RM0 - RM99,999 RM100,000 – RM2	99,999   RIVI300,00	JU – RIVI499,999   RIV	VI500,000 — RIVI999,999	
RM1,000,000 and above  Estimated Net Worth:				
RM500,000 and below   RM500,000 – RM2,999,999	RM3,000,000 - RM4,	999,999 RN	M5 Million and above	
8. RELATIONSHIP TO PRINCIPAL AND SIGNING INSTRUCTION TO C				
Spouse Parent Children  Signing Instruction (Please select one, if the box is not tick,	Sibling  Either one to	Others (Please Specify:  Both to sign   Prin	) icipal to sign only	
it will be considered as "Both To Sign"  9. PERMANENT ADDRESS AS PER NRIC/PASSPORT (JOINT APPLICA	sign	Dourte sign	orpar to sign only	
7. TERMANENT ADDRESS AS FER MILOT ASSI OKT GOINT AT LION	NVI)			
Postcode State	City			
10. ADDRESS FOR REGISTRATION AND CORRESPONDENCE (JOINT	,			
TO. ADDRESS FOR REGISTRATION AND CORRESPONDENCE (JOINT	APPLICANT)			
Postcode	City			
State	Country			
	Journal			
11. CONTACT DETAILS (JOINT APPLICANT)  Telephone No (Home)	Mol	bile No		
Email Address				
All statement, annual and/or semi-annual reports, and other in	formation from us will be	via email only Hardcopie	es will be provided upon request	



12. BANK AC	COUNT DETAILS OF JOINT ACCOUNT (FOR CREDITING OF DISTRIBUTION & REPURCHASE PROCEEDS)							
Bank & Branc	ch Name: Bank Account Name:							
Bank Accour	nt No.: TINs Number: *For e-Invoicing Required							
Politically Exposed Person  No Type of I DO NOT have Type of Pl	i. Foreign PEP i.e. individual who is or who has been entrusted with prominent public functions by a foreign country.  ii. Domestic PEP i.e. individual who is or who has been entrusted domestically with prominent public functions.  iii. Family members of PEP (related to a PEP either directly (consanguinity) or though marriage).  iv. Close Associates of PEP (an individual reasonably known to the reporting institution to be closely connected to a PEP, either socially or professionally.  Yes, if yes please specify  of PEP: Domestic (Please Specify Position/Organization:							
I hereby deci Market Produ First applican Yes, ple Accredi Joint applica Yes, ple	ase proceed to declare which criteria No  Ited Investor: High Net-worth Individuals:							
Criteria of Investors	Definitions							
Accredited Investor	Definitions							
High-Net Worth Individuals (HNWI)	<ol> <li>An individual whose total net personal assets, or total net joint assets with his or her spouse, exceeding RM3 million or its equivalent in foreign currencies, provided that the net value of the primary residence of the individual contribute not more than RM1 million of the total net assets:</li> <li>An individual whose total net joint assets with his or her spouse or child, exceeding RM3 million 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 RM1 million of the total net assets.</li> <li>An individual who has a gross annual income exceeding RM300,000 or its equivalent in foreign currencies in the preceding twelve months.</li> <li>An individual who jointly with his or her spouse or child, has a gross annual income exceeding RM400,000 or its equivalent in foreign currencies in the preceding twelve months.</li> <li>An individual whose total net personal investment portfolio or total net joint investment portfolio** with his or her spouse or child, in any capital market produce exceeding RM1 million or its equivalent in foreign currencies.</li> <li>An individual who holds any of the following qualifications and had five consecutive years of relevant working experience in finance, economics, actuarial science or accounting.         <ul> <li>a) holds a Bachelor's or Master's degree related to Finance Economics or Actuarial Science;</li> <li>b) holds a Bachelor's or Master's degree in accounting; or</li> <li>c) holds a Master of Business Administration;</li> </ul> </li> <li>An individual who holds the following membership in the associations as set out below:         <ul> <li>a) Active Member of Chartered Financial Analyst (CFA) Institute;</li> <li>b) Chartered Banker of Asian Institute of Chartered Bankers (AICB);</li> <li>c) Ordinary Member of Malaysia Ssociation of Tax Account</li></ul></li></ol>							



### 15. DECLARATION OF U.S. CITIZENSHIP OR U.S. RESIDENCE FOR TAX PURPOSES UNDER FOREIGN ACCOUNT

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 check ( $\sqrt{\ }$ ) 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.
- $\square$  \* I confirm that  $\underline{\text{I AM}}$  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	Туре		
		SSN	Social Security Number U.S. Individuals
		ITIN	Individual Taxpayer Identification Number: Resident Alien and do not have/or eligible to get an SSN.
		EIN	Employer Identification Number

### JOINT APPLICANT

- □ I confirm that <u>I AM NOT</u> 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 <u>I AM</u> 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	Туре		
		SSN	Social Security Number U.S. Individuals
		ITIN	Individual Taxpayer Identification Number: Resident Alien and do not have/or eligible to get an SSN.
		EIN	Employer Identification Number

I hereby agree that the Management may withhold from my account(s) such amounts in accordance with the requirements of Foreign Account Tax Compliance Act as may be stipulated by applicable laws, regulations, agreement or regulatory guidelines or directives. If there is any change in information provided to the Management that makes me a U.S. person or recalcitrant (person who fails to comply with reasonable requests for information to determine if this account belongs to a U.S. person), the Management has the right to terminate my account(s) and/or facilities granted to me.

I agree and to notify the Management in writing within 30 calendar days if there is a change in any information which I have provided to the Management.

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

lease read these instructions before completing this section

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 January 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/

If you have any questions on how to determine your tax resident status, please consult a professional tax adviser as we are not allowed to give tax advice. Please complete this form if you are individual or sole proprietor. For joint account, each individual is required to complete a separate copy of this form.

# TAX RESIDENCY

Please Tick ( $\sqrt{}$ ) one of the following:

### INDIVIDUAL APPLICANT

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

# JOINT APPLICANT

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

Country of tax residence	Taxpayer ID No. (TIN or equivalent no.)	If TIN is not available, please tick $()$ of the appropriate reason				
		□ <b>A</b>	□В	□С		
		□ A	□В	□С		
		□ <b>A</b>	□В	□С		

Country of tax residence	Taxpayer ID No. (TIN or equivalent no.)	If TIN is not available, please tick $()$ of the appropriate reason					
		□ <b>A</b>	□В	□С			
		□ <b>A</b>	□В	□С			
		□A	□В	□С			

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 - The country/jurisdiction where the Applicant is resident does not issue TINs to its residents.

Reason B - The Applicant is otherwise unable to obtain a TIN or equivalent number. (Please explain why you are unable to obtain a TIN if you have selected this Reason)

Reason C - Others - circle where applicable

TIN application in progress / not required to register tax file / housewife / househusband / minor / student / retiree / foreign diplomat in embassy If the Applicant is tax resident in more than one country/jurisdiction, please use a separate sheet.

n the case where the Applicant is a tax resident of another country other than Malaysia, please provide one of the following documents:										
Copy of Passport	☐ Government issued identification	☐ Proof of Residential Address								
Proof of Business Address	☐ Proof of Employment Address									



### **TERMS & CONDITIONS OF THE MASTER ACCOUNT**

By applying to invest in units in any of the Astute Fund Management Berhad ("Astute")'s Funds or units of other Unit Trusts Funds distributed ("Funds") by Astute as an institutional unit trust agent ("IUTA"), the Applicant agrees that:

### TERMS AND CONDITIONS

The Applicant will be bound by these Terms and Conditions and the terms of the constitution documents (such as the Trust Deed and the Prospectus) of each relevant Fund(s) in respect of all transactions. Where there are conflicting terms, the terms of the relevant Trust Deed shall prevail. This application form must be accompanied together with the Master Prospectus of Astute Fund Management Berhad

#### 2 **INSTRUCTIONS / VOICE RECORDINGS**

- Except in respect of transfer instructions, any one joint Applicant may operate the Master Account singly unless Astute is otherwise notified in writing.
- 2.2 All instructions given or purported to be given via any written or facsimile transaction by the persons authorized to operate the Master Account as named in the Master Account Application Form ("the Form") or otherwise in writing are binding on the Applicant. Astute shall have no obligation to verify the authenticity of any such instructions or the identity of any person giving such instructions.
- The account(s) in the name of the Applicant specified in the Form attached to these Terms and Conditions or such other account as the Applicant may notify Astute in writing from time to time ("Applicant's Account") shall be used for the purposes of transactions contemplated by these Terms and Conditions and the Applicant's Account shall be governed by these Terms and Conditions
- Astute shall be entitled to use voice recording devices to record instructions communicated to it and such recording(s) may constitute evidence of the instructions

#### CONSULTANT 3

- 31 If a Consultant is named in the Form, Astute is entitled to process any instructions received from such Consultant without further reference to the Applicant unless Astute has received prior contrary instructions in writing duly signed by the Applicant
- Astute shall be entitled to regard the Consultant as the Applicant's agent throughout the period of operation of the Master Account unless otherwise notified in writing. Astute shall not be responsible for any action or omission on the part of the Consultant and shall be under no obligation to verify the authenticity of the instructions received or to 3.2 determine whether or not such instructions were authorized. The Applicant shall have no right of action against Astute in connection with the execution by Astute of such instructions and undertakes not to make any claim against Astute in connection therewith.

### REJECTION / CANCELLATION OF APPLICATION

- Astute as the manager and distributor of the various Funds is entitled to :-
- reject any Form which is not completed in full and supported by the requested documents and payments; a)
- b) cancel any units issued if the payment for the units cannot be matched within seven (7) days of the receipt of the application or subscription instruction, and require the Applicant to pay the difference (as a debt due to Astute under clause 10 of the Terms and Conditions) if applicable, pursuant to the relevant Trust Deed; and
- In its absolute discretion (without giving any reason) reject in whole or part thereof any application for subscription or switching and suspend the operation of the Master c) Account

#### STATEMENTS / CONFIRMATION OF ADVICESLIP

Confirmation of Advice Slip, transfer advices, statements, cheques and other documents shall be sent at the risk of the Applicant to the Applicant's default mode of communication as detailed in the Form. If the Applicant fails to notify Astute in writing of any errors in the Confirmation of Advice Slip or transfer advice within 5 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 Astute or the relevant Trustee(s)

#### 6. MONIES

- All application monies must be paid or remitted as instructed and any cheque(s) must be honoured when presented. 6.1
- 6.2 If an application is rejected in whole or in part, the application monies or balance thereof will be returned (without interest) by Astute by cheque or, at the cost of the Applicant, by online transfer, within thirty (30) business days.
- The Applicant confirms that Astute may remit the monies via online transfer or issue a cheque in Ringgit Malaysia to settle any redemption or other monies (if any) payable by Astute. Such cheque shall be made payable to the Applicant or the Applicant's nominee who is registered unitholder(s) and sent to the last registered address of the Applicant or the Applicant's nominee on Astute's records unless otherwise notified in writing.
- The Applicant hereby authorizes Astute to automatically reinvest any distributions in the relevant Funds without further reference to the Applicant.

#### 7. REPRESENTATION

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- The Applicant shall not rely on any information or representations other than those contained in the relevant Trust Deed and Prospectus.
- 72 The Applicant warrants that if an application is made on behalf of a corporation, the corporation has the power and the capacity and has taken all necessary steps to invest in the relevant Fund(s)

INFORMATION ON UNIT TRUSTS

- 8.1 Astute may in its absolute discretion upon acceptance of the Applicant's application provide to the Applicant the most recent published editions of prospectuses, explanatory interim and annual reports and accounts and other up to date promotional and advertising literature, publications, materials and statistical information ("Information") relating to Funds
- 8.2 The Applicant acknowledges and agrees that:-
  - Astute shall not be responsible nor be liable to the Applicant for advising or giving or for refraining from or omitting to advise or give any recommendation to the Applicant a) as to whether or not to invest in any Funds in respect of which information has been provided and, if necessary, the Applicant should seek independent financial and/or legal advice with respect to any such investment opportunity.
  - No warranty is given by Astute as to the performance or profitability of the Funds or any part thereof. b)
  - Astute shall not be responsible nor be liable to the Applicant for any actions, proceedings, claims, costs, expenses, losses or damages of whatsoever nature suffered or incurred by the Applicant as a result of or in connection with any investment, subscription, holding, disposal, redemption or any other dealing of any units in any of the Funds or any other transaction made or omitted to be made by the Applicant on the basis of any information provided by Astute.

## SUBSCRIPTION, TRANSFER, SWITCHING AND REDEMPTION OF FUNDS DISTRIBUTED BY ASTUTE

In the case of an application made for funds distributed by Astute, the Applicant acknowledges and agrees that:-

- any unit trust management company ("UTMC") which receives the application for subscription, transfer, switching, redemption, investment and/or any other dealings a) with respect to the relevant Funds shall not be obliged to accept such application in whole or in part and Astute shall not be liable for :-
- ensuring that the relevant UTMC accept such application; or
- any action, proceeding, claim, cost, expense, loss or damage of whatsoever nature including any loss of investment opportunity which the Applicant may suffer or incur as a result of any refusal to accept or delay in accepting such application by any such UTMC
  - (b)If the Applicant wishes to invest, subscribe, transfer, switch, redeem or deal in any of the Funds, he will place his order with Astute at least half an hour before the specified cut-off time for the receipt by the relevant UTMC of any application on the subscription, transfer, switching, redemption and/or any other dealings, so that Astute and/or the Nominee can use reasonable endeavor to send any such application to the appropriate UTMC in respect of the relevant Funds on the same \*Dealing Day" for such UTMC being a day on which dealings take place in units or shares of such Funds as the date upon which Astute receives the relevant instruction from the Applicant; otherwise Astute and/or the Nominee will deliver such application to the appropriate UTMC in respect of the relevant Funds on the next Dealing Day
- b) Astute shall not be obliged under any circumstances to take any action or instruction from the Applicant at any time outside its normal business hours.
- Astute shall not be obliged to verify the authenticity of any instruction given or purported to be given by the Applicant or for and on behalf of the Applicant or to C) determine whether or not such instructions are authorized.
- If the Applicant wishes to invest in the EPF Member Investment Scheme, the Applicant must complete the KWSP 9N form, all applications on the i-Invest EPF platform, d)
- applications submitted via Astute online platform and/or any other form(s) prescribed by the EPF Board and the respective UTMC e)



#### 10. COST AND COMMISSION

- 10.1 The Applicant shall be responsible for the payment of any commission, transfer fees, registration fees, taxes, any other liabilities, costs and expenses properly payable or incurred by Astute under these Terms and Conditions.
- 10.2 Astute may receive a selling or placing commission and/or fee from any UTMC or any other source for the subscription order made by the Applicant and Astute shall be entitled to retain such commission for its own benefit and is not obliged to account to the Applicant for all or any part of such commission.
- 10.3 Astute shall be entitled to set-off any monies due to the Applicant under these Terms and Conditions against any debt or liability due from the Applicant to Astute from time
- 10.4 Astute reserves the right to share commissions with other parties, including but not limited to distributors, business partners, or third-party entities, as deemed necessary and appropriate.

### 11. NOTICES

- 11.1 All notices and other communications sent by or to the Applicant shall be sent at the risk of the Applicant. Unless due to willful default or negligence of Astute, Astute 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. Astute shall not be liable for any direct or indirect consequential losses arising from the foregoing.
- 11.2 Pursuant to the Securities Commission Guidelines on Online Transactions and Activities in Relations to Unit Trust, Astute's default mode of communication with its Applicants will be through electronic communication. If the Applicant wishes to continue receiving hard-copy statements, the Applicant should request from Astute.

### 12. INDEMNITY

- 12.1 The Applicant hereby indemnifies Astute and the relevant Trustee(s) and any of their agents against any actions, proceedings, claims, losses, damages, costs and 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 Master Account or in connection with Astute accepting, relying on or failing to act on any instructions given by or on behalf of the Applicant unless due to the willful default or negligence of Astute.
- 12.2 The Applicant acknowledges and accepts that Astute has absolute discretion to rely on facsimile confirmation from the Applicant and undertakes to indemnify and hold harmless Astute, its employees and agents against all costs, expenses, loss of liabilities, claims and demands arising out of relying on the Applicant's confirmation.

### 13. SET OFF AND COOLING-OFF PERIOD

- 13.1 Astute is entitled to set off any claim which Astute or the relevant Trustee(s) may have against any of the assets, units or cash of the Applicant held by Astute or the relevant Trustee(s).
- 13.2 The application 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 manages by Astute and is not eligible to corporation or institution, staff of Astute and persons registered to deal in the Funds managed by Astute. Investors applying for units through EPF Member's Investment Scheme may be subject to the terms and conditions imposed by EPF.

#### 14. LEGAL AND TAX IMPLICATIONS

14.1 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.

#### 15. PERSONAL DATA

- 15.1 The Applicant has provided in the Master Account application form, and may, from time to time, provide personal information ("Data") to Astute. The Applicant hereby expressly consents that the Data may be used by Astute and provided to the relevant Trustee(s), JF Apex Nominees (Tempatan) Sdn Bhd, Regulators for regulatory requirements, or any of Astute's holding companies, subsidiaries or associated companies, which provides services to Astute, within or outside Malaysia, for the purposes of the application of Master Account with Astute under this Agreement including any subsequent transactions that are related to it, provision of financial services including the appointment of nominees by the Applicant or any related services and, including direct marketing. However, in the event the Applicant notifies Astute in writing to cease or not to begin processing Data for purpose of direct marketing, Astute shall comply with such written notice issued by the Applicant.
- 15.2 The Applicant may withdraw its consent granted herein to process the Data; and
  - a) it is necessary and obligatory for the Applicant to provide the Data in order for Astute to process the Applicant's application for opening of master account to provide the services under this Agreement.
  - b) Astute may use and disclose the Applicant's Data collected via online methods in the course of providing services under this Agreement.

## 15.3 The Applicant and Astute hereby agree and acknowledge that:

- a) The Applicant may request for access to the Personal Data and would be able to contact Astute through the customer service representative department of the Apex group of companies ("Group") at the address stated in the Group's Policy Statement to request for correction on the Data and make enquiries or complaints with regards to the Data:
- b) Astute may disclose the Data to its employees, consultant and third party service providers in the course of providing the services under this Agreement;
- c) the Applicant may, by notice in writing to Astute, stop the processing and usage of the Data or part of the Data in the event if there is a danger where other persons are able to be identified from the Data:

### 16. MISCELLANEOUS

- 16.1 References to persons include corporations, references to one gender include both genders and references to the singular includes the plural and vice versa.
- 16.2 Each joint Applicant's obligation is joint and several and any reference herein to the Applicant, where appropriate, may refer to any one or more joint Applicant(s).
- 16.3 The Master Account is personal to the Applicant and cannot be changed, assigned or transferred in any way by the Applicant.
- 16.4 Astute reserves the right to vary the Terms and Conditions at any time without notifying the Applicant.
- 16.5 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.

### 17. APPLICABLE LAW

These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia.

# APPOINTMENT OF NOMINEE TO HOLD UNT TRUST

Whereas the abovenamed applicant ("the Investor") has registered with Astute Fund Management Berhad ("Astute") as an investor in unit trusts funds ("Unit Trusts") that are managed by Astute or distributed by Astute as an institutional unit trusts agent ("IUTA") for other unit trusts management companies.

And Whereas as an IUTA and for ease of operations, Astute requires the services of a nominee to effect transactions for the Investor and also to keep in custody Unit Trusts for and on behalf of the Investor.

And Whereas the Investor is desirous of appointing JF Apex Nominees (Tempatan) Sdn Bhd ("the Nominee") and the Nominee has agreed to the appointment to hold and act for and on behalf of the Investor time to time in relation to Unit Trusts subject to the terms and conditions herein provided.

Now the Investor hereby agrees as follows:

### 1. INSTRUCTIONS ON UNIT TRUSTS

- 1.1. The Investor shall forward all instructions with respect to the Unit Trusts to Astute in accordance with the prescribed manner set by Astute from time to time.
- 1.2. Any unit trusts management company ("UTMC") which receives the application for subscription, transfer, switching, redemption, investment and/or any other dealings with respect to the Unit Trusts shall not be obliged to accept such application in whole or in part and the Nominee shall not be liable for:
  - (i) ensuring that the relevant UTMC accept such application; or
  - (ii) any action, proceeding, claim, cost, expense, loss or damage of whatsoever nature suffered or incurred by the Investor including any loss of investment opportunity which the Investor may suffer or incur as a result of any refusal to accept or delay in accepting such application by any such UTMC.
- 1.3. The Nominee may aggregate transactions for the Unit Trusts with those of the other investors/clients of the Nominee.
- 1.4. All transactions with respect to the Unit Trusts will be effected by the Nominee on behalf of the Investor with the relevant representative, agent, adviser or management company of the Unit Trusts in accordance with the restrictions or limitations set by the respective UTMC, the relevant prospectus and deed of the respective Unit Trusts and the laws, rules, regulations, guidelines and practices of the unit trusts industry.
- 1.5. The Investor acknowledges that the Investor is aware of such restrictions and limitations and the contents of the relevant prospectus and deed governing the Unit Trusts.
- 1.6. The Nominee shall be entitled at its sole discretion to refuse to comply with any instructions which in the Nominee's opinion is unclear or ambiguous or which



would or might cause Astute and/or the Nominee to contravene any applicable law, regulation, guideline, rules or practices of the unit trusts industry and the Nominee shall not be responsible or liable to the Investor as a result of refusal to act in such circumstances.

1.7. The Nominee, its personnel, employees or agents are under no obligation to verify the authenticity of any instructions given or purported to be given by the Investor or for and on behalf of the Investor or to determine whether such instructions are duly authorised.

### 2. CUSTODY

- 2.1 The Investor hereby agrees that notwithstanding anything to the contrary herein contained:
  - (a) the Unit Trusts shall be held by the Nominee as the registered holder for and on behalf of the Investor;
  - (b) the Nominee shall not recognise any trust or equity in respect of the Unit Trusts or any part thereof; and
  - (c) the Nominee shall be a bare custodian and not a trustee in all matters relating to this Agreement and/or the Unit Trusts.
- 2.2 Subject to Astute receiving instructions to the contrary, the Nominee shall:
  - (a) present for payment the Unit Trusts which are subscribed or redeemed or otherwise shall become payable;
  - (b) hold for the Investor all distributions and rights with respect to any Unit Trusts held, and
  - (c) receive and collect all interest, dividends and other payments or distributions of income in respect of the Unit Trusts.
- 2.3 The Nominee shall not be liable to pay any interest to the Investor for any monies held by the Nominee for the Investor for any reason whatsoever.
- 2.4 The Nominee shall have no duty or responsibility as regards attendance at meetings or voting in respect of any of the Unit Trusts or as regards any subscription, conversion or other rights in respect thereof or as regards any merger, consolidation, reorganisation, receivership, bankruptcy or insolvency proceedings, compromise or arrangement in connection with the Unit Trusts, nor shall the Nominee be under any duty to investigate or participate therein or take any affirmative action in connection therewith except in accordance with written instructions from the Investor and upon such conditions and indemnity and provision for expenses as the Nominee may require.

### 3. COST AND COMMISSION

- 3.1 The Investor shall be responsible for the payment of any commission, transfer fees, registration fees, taxes, any other liabilities, costs and expenses properly payable or incurred by the Nominee under this Agreement and in holding or executing transaction in respect of the Unit Trusts.
- 3.2 The Nominee shall be entitled to set-off any monies due to the Investor under this Agreement against any debt or liability due from the Investor to the Nominee from time to time.
- 3.3 All fees and charges payable to the Manager and the Trustee are subject to goods and services tax as may be imposed by the government or other authorities from time to time.
- 3.4 Astute reserves the right to share commissions with other parties, including but not limited to distributors, business partners, or third-party entities, as deemed necessary and appropriate.

#### 4. VARIATION AND TERMINATION

- 4.1 Without contrary to Clause 4.2, the Nominee at its sole discretion may by notice in writing to the Investor vary or terminate this Agreement at any time.
- 4.2 The Nominee may without notice to the Investor amend this Agreement from time to time in order to comply with any relevant law, regulation, guidelines or practices with respect to this Agreement or the unit trusts industry.
- 4.3 The Investor may terminate this Agreement at any time by written notice to the Nominee to take effect immediately on receipt.
- 4.4 Upon termination of this Agreement, the Nominee shall be entitled at its absolute discretion to transfer all the Unit Trusts to the Investor at the cost and expense of the Investor and the Investor shall do all things necessary to affect such transfer.

### 5. LIABILITY AND INDEMNITY

- 5.1 The Nominee shall not be liable for any direct, indirect, special or consequential damages which may be suffered by the Investor, 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 Agreement or the Unit Trusts.
- 5.2 The Investor hereby agrees to indemnify and hold harmless the Nominee and/or its personnel, employees and agents against any action, proceeding, claim, cost, expense, loss or damage of whatsoever nature which may be brought against, suffered or incurred by any of them arising either directly or indirectly out of or in connection with the Agreement or in connection with the Nominee accepting, relying on or failing to act on any instruction given or purport to be given by or on behalf of the Investor to Astute or the Nominee.
- 5.3 The Nominee shall not be required to take any legal action or proceedings with respect to the Unit Trusts or for and on behalf of the Investor.

### 6. NON-EXCLUSIVITY

- 6.1 The services to be provided by the Nominee to the Investor are non-exclusive and the Nominee shall be permitted to perform such services for such other persons/body as the Nominee in its absolute discretion deem fit and the Nominee shall not be liable or under any obligation to:
- 6.2 account to the Investor for all or any part of benefits received or any fact which may come to the notice of the Nominee or any of its personnel, employees or agents in the course of providing such services; or
- 6.3 disclose to the Investor any fact or thing which may come to the notice of the Nominee in the course of providing such services to others or in the course of its business in any other capacity or in any manner whatsoever than in the course of carrying out its duties under these terms and conditions

### 7. MISCELLANEOUS

- 7.1 All notices and documents sent, conveyed, forwarded, published or transmitted by the Nominee to the Investor in any manner the Nominee deems practical and appropriate, or in accordance with such manner as may be mutually agreed upon by the Nominee and the Investor are deemed to have been duly served and shall be at the risk of the persons entitled thereto.
- 7.2 The Investor acknowledge that the Nominee may delegate any of its functions under this Agreement to any person/body and the Investor hereby expressly agrees that the Nominee may disclose information about the Investor and the Unit Trusts to such person/body in order to undertake these functions. The Nominee is to ensure that the delegatee provides sufficient guarantees to the technical and organizational security measures that govern the processing of the Investor and the Unit Trusts' information and the delegatee takes reasonable steps to ensure compliance with those measures that are put in place.
- 7.3 The Investor shall not assign any of its rights and interest in this Agreement, the Unit Trusts without the written consent of the Nominee.
- 7.4 References to persons include corporations, references to one gender include both genders and references to the singular includes the plural and vice versa.
- 7.5 Each joint Investor's obligation is joint and several and any reference herein to the Investor, where appropriate, may refer to any more or more joint Investor(s).
- 7.6 The Nominee may give any notification or to take or to refrain from taking any action in order to comply with the provisions of any laws or any statutory and regulatory requirements now or hereafter in force which purports to impose any duty on the Nominee as the holder of any Unit Trusts.
- 7.7 Nothing in this Agreement shall be deemed to create a partnership between the Nominee and the Investor nor an employee-employer relationship
- If any of these terms and conditions is held or deemed to be void or unenforceable, the other terms will remain full force and effect
- 7.9 The agreement set out in these terms and conditions shall be governed by and construed in accordance with the laws of Malaysia.

### UNIT TRUST 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 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 that you put in as deposit or down payment) the greater the potential for losses as well as gains;
- 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 or pay additional amounts on top of your normal



instalments. If you fail to comply within the time prescribed, your units may be sold to settle your loan;

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 4) 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 in respect of any aspect of this risk disclosure statement or the terms of the loan financing you should consult the institution offering the loan

_	DECLARATION OF VULNERABILITIES CLIENT							
Tick here (√)	Declaration by Client	Tick here (√)	Declaration by Client					
	Acknowledgment of Risks I acknowledge that I have been fully informed of the risks associated with investing in Astute. I understand that the value of investments may fluctuate and that past performance is not indicative of future returns.		Willingness to Accept Risks I have reviewed my financial situation and personal circumstances and confirm that I am *willing and able* to accept the risks involved with my investments.					
	Declaration of Financial Vulnerabilities  I hereby declare any *financial vulnerabilities* that may affect my ability to bear investment risks. These vulnerabilities may include, but are not limited to:  Low or inconsistent income  High level of personal debt  Lack of liquid assets or emergency savings  Dependency on current income for essential living expenses  Other financial commitments (please specify if any):		Disclosure of Vulnerabilities to Consultant* I agree to disclose any material changes to my personal, financial, or health circumstances to Astute or my Unit Trust Consultant. I understand that failure to disclose relevant vulnerabilities may impact the suitability of investment advice or recommendations.  *Applicable for Unit Trust Client Only					
	Health and Personal Circumstances I acknowledge that certain *personal or health-related vulnerabilities* may affect my decision-making or risk tolerance. These may include:  Physical or mental health conditions that may affect my judgment  Dependents who rely on me financially  Imminent life events (such as retirement, major medical expenses, etc.)  Age – Senior citizens (60 years above) who may be less technologically able.		Consultant's Advice and Understanding* I confirm that I have received adequate advice and explanations from my Unit Trust Consultant and that I understand the implications of my vulnerabilities on my investments.  *Applicable for Unit Trust Client Only					
	Investment Objectives I confirm that my investment objectives are clear and align with my current financial situation. My primary investment objectives are (please tick the relevant box):  Capital Preservation Income Generation Capital Growth Others (please specify):  Acknowledgement of Other Fee and Charges		No Guarantee of Returns I acknowledge that Astute has not made any guarantees of returns on my investments, and I accept full responsibility for my investment decisions.					

I acknowledge that I have been fully informed that from time to time (whenever needed) Astute will communicated and disclosed any new or changes of all fees and charges payable by the client (Including any fee collected on behalf of Distributor-wrap fee) and the basis for the such fees and charges, including any charges that may be payable in the future and which amount is not known at the time of the transaction. Disclosure of fees and charges may be in the form of percentage or a range.

### Are You Vulnerability Client:

Yes	
No	

\*Vulnerable client means a natural person who, due to his personal circumstances, may require a capital market intermediary to exercise more care when dealing with the person 'Natural person' includes an individual or any individual running a sole proprietorship or partnership that is not a corporation

### Guidance For Vulnerabilities Client

- The Guidelines on Conduct for Capital Market Intermediaries (Guidelines) is issued by the Securities Commission Malaysia (SC) pursuant to section 377 of the Capital 1) Markets and Services Act 2007 (CMSA)
- 2) These Guidelines aim to foster good business conduct and a good corporate culture within all capital market intermediaries, that focuses on the delivery of the following outcomes to all clients, including vulnerable clients:
  - Outcome 1: Clients are confident that they are dealing with a capital market intermediary whose corporate culture and core values embody the honest and fair treatment of clients, and who gives due regard to the interests of the clients.
  - Outcome 2: Clients are provided with clear, relevant and timely information to enable them to make informed decisions before, during and after the point of sale, including the costs, risks and important exclusions or limitations.
  - Outcome 3: A capital market intermediary and its representatives exercise reasonable care, skill and diligence in carrying on or providing a capital market related service
  - Outcome 4: Clients receive personal advice that is suitable in view of their particular circumstances. 0
  - Outcome 5: Clients' complaints are handled in a fair, transparent, timely, efficient and effective manner 0
  - Outcome 6: Clients' assets are protected from the risk of loss, fraud or insolvency of the capital market intermediary
  - Outcome 7: Clients' information is protected from the risk of loss, theft, misuse, or unauthorized disclosure, access or modification.
- 3) These Guidelines set out general conduct requirements that must be adhered to by a capital market intermediary and its representatives, insofar as applicable, when carrying on or providing a capital market related service
- 4) Clients must not be denied the outcomes set out in paragraph 1.02 even if a capital market intermediary uses digital technology to carry on or provide a capital
- These Guidelines also set out principles and requirements applicable to a capital market intermediary carrying on or providing a capital market related service on or 5) through an online platform
- 6) Requirements under Securities Commission Guidelines on Conduct For Capital Market Intermediaries (Effective on 1st Oct 2024)



### **DECLARATIONS AND SIGNATURES**

I/We acknowledge that I/we have received, read and understood the latest Master Prospectus (es) and all Supplemental Prospectus (es), Product Highlight Sheet (s), Terms & Conditions of the Master Account, the Appointment of Nominee To Hold Unit Trust Agreement, FATCA, CRS and the Unit Trust Loan Financing Risk Disclosure Statement above and I/we undertake to be bound by them for our transactions with Astute. I/We acknowledge that I/we are fully aware of the fees, charges and risks that incurred directly or indirectly in the event of investing in the fund(s).

I/We undertake to provide such information and documents as Astute may reasonably require for the purpose of due diligence/enhanced due diligence as required under the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 ("AMLATFPUAA"), and any other information as it may require for the purpose of and in connection with completing the Master Account Application Form, including but not limited to my/our information on financial position, condition, or prospect. I/We agree that my/our personal data and information shall be governed by the Terms and Conditions set out within this Master Account Application Form as may be amended or supplemented from time to time.

I/We hereby agree to indemnify Astute against all actions, suits, proceedings, claims, damages and losses which may be suffered by the Astute as a result of any inaccuracy of the declarations herein. I/We declare that I am/we are in compliance and undertake that I/we will comply with all applicable laws and regulations.

Applicant Signature	addiate that rain, we are in co	p.a.roo and undertake that I/We V	comply with	an applicable laws al				
Signature of Principal Applicant		Signature of Joint An	Signature of Joint Applicant					
Date:		Date :	ріїсані					
Date.		Date .						
	RISED UTC USE		DISTRIBUTOR:	FINANCIAL PLAN	NER / CUTA			
Full Name of Consultant (as per N	RIC):	Company Name:						
*UTC Code:		Authorised Signatori	es					
		A	1	A				
		Authorized Signatory	1 .	<u>Authorized Signat</u>	ory 2			
Consultant/a Cinnatura								
Consultant's Signature:		<u> </u>						
Consultant's Stamp (if any):		Company Rubber Star	mp:					
Consultant's stamp (if any).		—     Date:						
Date:								
	F	OR OFFICE USE ONLY						
The applicant MUST provide the following			cumentation ma	ay result in the applic	cant not being on			
boarded. Please mark ( / ) where relev	ant.							
Checklist of Documentation for Individu			Copy No		Remarks (if any)			
Photocopy of Principal Applicant's Idea	-		1 Copy					
Photocopy of Joint Applicant's Identity	Card/Birth Certificate		1 Copy	/				
Master Account Application Form  Quick Form (Transaction Form)								
KWSP 9N (AHL) Form								
Photocopy of Passport - Applicable on	ly for non-Malaysian applicant		1 Copy					
A copy of the residential Utility bill - App		pplicant						
Form For Third Party Fund - MA & SAT / I								
Enhanced Customer Due Diligence For	m (ECDD) – For High Risk only							
Supporting for ECDD – E.A Form/Pay Slip	o/EPF Statement/Bank Statement	(3 Months)						
Is the Individual a related party to the c	ompany?							
□ No □ Yes, if yes please provide o	details below:  Position	Organization	D	elationship with the .	Applicant			
Name	POSITION	Organization	K	eiationship with the .	Арріісані			
Front Office (Customer Comings)		R OFFICE USE ONLY		For and	on behalf of			
Front-Office (Customer Services)  Received By	Processed By	e (Operations Department)  Reviewed By	v	JF Apex Nomin				
Signature	Signature	Signature	,	Authorised	DIIG.			
Name	Name	Name		Signatory/				
Date	Date	Date		Name Date				
Master Account Number:	Date	Date		Date				



### Appendix A: Nature of Business Based on Industries and Sectors

Code	Nature of Business - Industries and Sectors	Score
A01	Agricultural, Forestry and Fishing	1
A02	Apparel / Fashion Designer	1
A03	Assets/portfolio management	1
A04	Banking: commercial Bank	1
A05	Convenience stores: e.g. 7E, My News	1
A06	Credit card services	1
A07	Education Services	1
A08	Engineering and Technician	1
A09	Factory and Manufacturing Activities	1
A10	Farming and Plantation	1
A11	Food and Beverages	1
A12	Forestry and Fishing	1
A13	Healthcare and Pharmaceutical	1
A14	Hospital / Clinic / Medical Activities/Pharmaceuticals	1
A15	Insurance / Takaful Activities	1
A16	Interior Design	1
A17	Laundering and dry-cleaning, pressing	1
A18	Legal and Consulate Activities	1
A19	Logistics and Customs	1
A20	Manufacturing: Manufacture of Raw Products	1
A21	Military and Defense / Marines Activities	1
A22	Mining and Quarrying	1
A23	Advertising/Online Business/Market Research	1
A24	Human Health/ Social Work Activities/Orphanages	1
A25	Professional Services: e.g. Advisor / Secretariat Scientific/Research, etc	1
A26	Retailors / Supermarket / Mini Market	1
A27	Services: Car wash/Water Supply/Sewerage/Waste Management	1
A28	Telecommunication and Operator	1
A29	Training and Event Services	1
A30	Transportation and Storage	1
A31	General Services / Public Services	1
A32	Real Estate and Property Agency	5
A33	Accounting and Auditing Activities	5
A34	Consultancy and Agency	5
A35	Automotive	5
A36	Commodity brokers and dealers: Life Stocks	5
A37	Construction and Building/Demolition	5
A38	Accommodation Hotel and Homestay/Hostels	5
A39	IT And Computer	5
A40	Wholesale and Trading / Supplier/Retail Trade	5

Code	Nature of Business - Industries and Sectors	Score
A41	Activities of Religious Organizations	10
A42	Cyber Café / Internet Centre	10
A43	Pawnshops and pawnbrokers include Ar- Rahnu	10
A44	Restaurant	10
A45	Travel Agencies & Tour Guide Activities etc	10
A46	Tour Operator Activities	10
A47	Retail sale of beer, wine and spirits	10
A48	Furniture Shop or Activities	10
A49	Rental & Services / Leasing	10
A50	Wholesale and Supplier: car spare parts	10
A51	Fashion and Design	10
A52	Retail sale of antiques / Drawings	15
A53	Retail sale or Wholesale of jewelry	15
A54	Wholesale and retail sale of all kinds of parts, components, supplies, tools and accessories for motor vehicles	15
A55	Auction Activities: Car auctions	15
A56	Financial leasing activities	30
A57	Art and Antique Dealer/Shop	30
A58	Entertainment: Pubs, bars, discotheques, coffee houses, cocktail lounges and karaoke	30
A59	Gaming, Gambling and Betting activities: any type of gambling & betting	30
A60	Investment Activities: Stocks / Unit Trust	30
A61	Money-changing services: Money Changer	30
A62	Foreign exchange broker and dealers (Bureaux de change)	30
A86	Others (please specify)	-