

## WHOLESALE FUND APPLICATION (CORPORATE)

**IMPORTANT:** Please complete this application form and tick (✓) the box where applicable. **Any alterations made must be countersigned.**

### SECTION 1: CORPORATE DETAILS

<b>Name of Corporation</b>	:	.....			
<b>Company Registration No.</b>	:	.....	<b>Date of Incorporation</b>	:	.....
<b>Country of Incorporation</b>	:	<input type="checkbox"/> Malaysia <input type="checkbox"/> Others (Please specify): .....			
<b>Status</b>	:	<input type="checkbox"/> Bumi Controlled <input type="checkbox"/> Non-Bumi Controlled <input type="checkbox"/> Government Controlled <input type="checkbox"/> Foreign Controlled			
<b>Entity Type</b>	:	<input type="checkbox"/> Sdn Bhd / Bhd <input type="checkbox"/> Govt. Agencies <input type="checkbox"/> Partnership <input type="checkbox"/> Society / Club / Charity Organisation <input type="checkbox"/> Trustee / Nominee <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Institute / Association / Foundation / Trust <input type="checkbox"/> Others (Please specify) .....			
<b>Nature of Business</b>	:	.....	<b>Industry</b>	:	.....
<b>Source of Wealth</b>	:	<input type="checkbox"/> Cash in Hand / Surplus of Funds <input type="checkbox"/> Working Capital <input type="checkbox"/> Disposal of Assets / Investments <input type="checkbox"/> Others (Please specify) .....			
<b>Gross Annual Revenue (RM)</b>	:	.....			
<b>Correspondence Address</b>	:	.....			
<b>Town / City</b>	:	.....			
<b>State / Territory</b>	:	.....	<b>Postcode</b>	:	.....
<b>Telephone No.</b>	:	.....	<b>Office No.</b>	:	.....
<b>Mobile No.</b>	:	.....	<b>Fax No.</b>	:	.....
<b>Title</b>	:	<input type="checkbox"/> Mr <input type="checkbox"/> Madam <input type="checkbox"/> Ms <input type="checkbox"/> Others (Please specify) .....			
<b>Contact Person</b>	:	.....			
<b>Designation</b>	:	.....	<b>Department</b>	:	.....
<b>E-mail Address (For delivery of statements and reports.)</b>	:	1) ..... 2) ..... 3) ..... 4) ..... 5) .....			

By providing your e-mail address to Opus Asset Management Sdn Bhd and/or Opus Islamic Asset Management Sdn Bhd ("OpusAsset"), you have consented to receive communications and/or information from OpusAsset relating to your investment(s) via. e-mail. Notices delivered via. e-mail to applicants is deemed sent and received on the date such e-mail is sent.

Please tick (✓) if you wish to extend copies of statements and reports via. e-mail to:

☐ Referrer, if any (Referrer refers to financial advisers / consultants of OpusAsset's business partners.)

### SECTION 2: INVESTMENT DETAILS

<b>Fund Name</b>	:	.....
<b>Amount</b>	:	.....

### SECTION 3: DECLARATION OF DOMESTIC RINGGIT BORROWING

We hereby declare and confirm that:

- ☐ we have obtained domestic ringgit borrowing  
☐ we have NOT obtained domestic ringgit borrowing

at the point of application in accordance with Bank Negara Malaysia Foreign Exchange Administration Rules.

## SECTION 4: COMMON REPORTING STANDARD ("CRS") DECLARATION

We hereby declare and confirm that:

- ☐ We are a Malaysia tax resident only [Please proceed directly to **Section 4(A)**.]  
☐ We are a Malaysia and Non-Malaysia tax resident (Please complete the following table as well.)  
☐ We are a Non-Malaysia tax resident (Please complete the following table as well.)

Please indicate your company's country of tax residence [if your company is a resident in more than one country, please detail all countries of tax residence and associated Tax Identification Numbers ("TINs")].

Country of Tax Residence	Tax Identification No. (TIN)	If TIN or equivalent is unavailable, please tick the reason (A, B, or C)	If Reason B was chosen, please explain why
		<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	
		<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	

Reason A – The country/jurisdiction where the Account Holder is liable to pay tax does not issue TIN to its residents.

Reason B – The Account Holder is otherwise unable to obtain a TIN or equivalent number.

Reason C – No TIN is required. (Only select this reason if the authorities of the country of residence for tax purposes do not require the TIN to be disclosed.)

### SECTION 4(A): ENTITY TYPE

Please tick ( ☒ ) one of the following categories:

Type of Entities	Categories	Tick
<b>Financial Institution</b>	Custodial Institution, Depository Institution or Specified Insurance Company.	
	Investment Entity, except an investment entity that is managed by another financial institution (e.g. with discretion to manage the entity's assets) and located in a non-participating jurisdiction.	
	Investment Entity located in a non-participating jurisdiction.	
<b>Non-Financial Institution - Active Non-Financial Entity ("NFE")</b>	<u>Listed Company</u> Trading Name : ..... Exchange Name : .....	
	Related entity of a listed company of: ..... Exchange Name : .....	
	A governmental entity, an international organisation, a central bank, or an entity wholly owned by one or more of the foregoing entities.	
	Others (e.g. non-listed entity or non-profit organisation)	
	Investment Entity that is managed by another financial institution and located in a non-participating jurisdiction. (If this box is ticked, please complete <b>Section 4(B)</b> and include individual self-certification forms for each of your Controlling Persons.)	
<b>Non-Financial Institution - Passive NFE</b>	NFE that is not an active NFE. (If this box is ticked, please complete <b>Section 4(B)</b> and include individual self-certification forms for each of your Controlling Persons.)	

### SECTION 4(B): CONTROLLING PERSON(S)

**Note: Complete this part if the Account Holder is a Passive NFE for CRS.**

Indicate the name of all controlling person(s) of the Account Holder in the table below:

(Each individual controlling person has to complete the Controlling Person(s) Self-Certification Form)

Name of Controlling Person(s)	
1.	
2.	
3.	
4.	

## SECTION 5: FOREIGN ACCOUNT TAX COMPLIANCE ACT ("FATCA") DECLARATION

We hereby declare and confirm that:

- ☐ The company/institution was incorporated/organised in the U.S. or under the laws of the U.S.
- ☐ The company/institution was NOT incorporated/organised in the U.S. or under the laws of the U.S. BUT HAS U.S. Person(s) holding at least 10% of its shares.
- Tax Payer Identification Number: .....
- ☐ The company/institution was NOT incorporated/organised in the U.S. or under the laws of the U.S. and DOES NOT have U.S. Person(s) holding its shares.

*A U.S. Person is defined as (1) a U.S. citizen or resident in the U.S.; (2) domestic partnership; (3) domestic corporation; (4) a local estate / trust; or (5) other person that is not a foreign person in the U.S.*

## SECTION 6: INCOME DISTRIBUTION INSTRUCTIONS

- ☐ Reinvest ☐ Pay-out

The pay-out option will be subjected to the terms and conditions stipulated in the applicable Information Memorandum.

## SECTION 7: BANK ACCOUNT DETAILS

Account Name : .....

Bank Name : .....

Account No. : .....

**Note:** 1. The bank account details will be used for the payment of repurchase proceeds and income distribution pay-out (if any).  
2. Payments to third parties are strictly **NOT** allowed.

## SECTION 8: AUTHORITY TO OPERATE ACCOUNT

- ☐ As per Board Resolution ☐ Others (please specify) .....

## SECTION 9: DECLARATION

- ☐ We hereby declare that the above particulars are true and correct.
- ☐ We have read and fully understood the contents of the product highlights sheet, information memorandum and its supplementary(ies) (if any) of the relevant fund and all the notes, terms and conditions in this application form. We wish to invest in the above-mentioned fund and agree to be bound by the aforementioned notes, terms and conditions. We are also aware of the risks involved and the fees and charges directly and indirectly incurred when investing in this fund. We understand that past performance of a fund is not indicative of future performance and that unit prices and income distribution, if any, may go down or up.
- ☐ We hereby agree to notify in writing and furnish Opus Asset Management Sdn Bhd [Registration No. 199601042272 (414625-T)] and Opus Islamic Asset Management Sdn Bhd [Registration No. 202001022262 (1378582-V)] (collectively refers to "OpusAsset") with the relevant documentary evidence if there is any update or change to my/our FATCA/CRS status within 30 days from such change or update. We acknowledge that the information contained in this form and information regarding my account(s) with OpusAsset may be provided to:
- a) Inland Revenue Board of Malaysia (IRBM) and they may exchange this information with the tax authorities of other countries pursuant to intergovernmental agreements to exchange financial account information.
  - b) Any government authorities, regulatory bodies and/or any other relevant person(s) located in Malaysia and outside Malaysia in respect of the FATCA/CRS reporting requirements.

Authorised Signatory(ies)

.....  
Name:

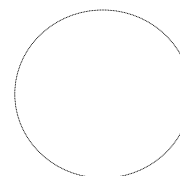
Designation:

Date:

.....  
Name:

Designation:

Date:



Please Affix Company Stamp

### For Office Use Only

OpusAsset / Distributor / Referrer : .....

Name of CMSRL / MR : .....

## SECTION 10: TERMS AND CONDITIONS & DECLARATION

PLEASE READ THESE NOTES BEFORE COMPLETING THE APPLICATION FORM

### 1. General Terms and Conditions

- 1.1 The Applicant shall be bound by these Terms and Conditions in respect of all transactions.
- 1.2 The Applicant shall be bound by the terms in the information memorandum, supplementary (if any), product highlights sheet (collectively known as "Funds Documents"), and these Terms and Conditions with respects to all transactions.
- 1.3 Opus Asset Management Sdn Bhd [Registration No. 199601042272 (414625-T)] and Opus Islamic Asset Management Sdn Bhd [Registration No. 202001022262 (1378582-V)] (collectively refers to "OpusAsset") shall be entitled to add, vary or amend any or all of these Terms and Conditions herein at its sole and absolute discretion without prior reference to unit holders and without any compensation to the Applicant.

### 2. The Applicant

- 2.1 The authorised signatory(ies) of the Applicant declares that they are the duly authorised officer(s) and warrants that the Applicant has the legal capacity and is fully empowered and authorised to make this investment.
- 2.2 The Applicant confirms that they have the right authority to request redemption of units and confirm that they will comply with the redemption procedures set out in the product highlights sheet and information memorandum. All redemption instructions must be given in writing using the prescribed redemption request forms and quoting the relevant account number.
- 2.3 The Applicant agrees to notify OpusAsset immediately if they become aware that any of these confirmations in this application are no longer accurate and complete in all respects.
- 2.4 The Applicant agrees to provide such confirmations to OpusAsset at such times as OpusAsset may request, and to provide on request such certifications, documentary evidence or other evidence as OpusAsset may reasonably require to substantiate such representations.

### 3. Rights of OpusAsset

- 3.1 OpusAsset reserves the right to accept and reject any application in whole or in part thereof without any reason whatsoever without compensation to the Applicant, and the duly completed application form received by OpusAsset are deemed irrevocable by the Applicant.
- 3.2 In the event that any application made by the Applicant is rejected by OpusAsset for any reason whatsoever, any of the Applicant's subscription moneys will be returned by OpusAsset to the bank which had remitted the Applicant's subscription moneys, at the Applicant's sole risk and expense.

### 4. Instructions

- 4.1 OpusAsset is hereby authorised and instructed to accept and execute any instructions in respect of units to which this application relates given by the Applicant in written form or by facsimile. The Applicant hereby agrees to indemnify OpusAsset and agrees to keep it indemnified against any loss of any nature whatsoever arising to any of them as a result of it acting upon written form or facsimile instructions. OpusAsset may rely conclusively upon and shall incur no liability in respect of any action taken upon any notice, consent, request, instruction or other instrument believed in good faith to be genuine or to be signed by properly authorised persons.
- 4.2 The Applicant shall promptly notify OpusAsset in writing of any changes to the list of authorised persons to operate the account. OpusAsset is entitled to rely on the last list of authorised persons on OpusAsset's record until such notification of change is received by OpusAsset. OpusAsset reserves the right to request other documentary evidence before acting on any change.

### 5. Declaration By Applicant on Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 ("AMLA")

- 5.1 The Applicant understands and acknowledges that due to AMLA, the Applicant undertakes the following:

- i. OpusAsset may require further information and documents relating to the identification and source of subscription moneys of the Applicant before the application can be processed;
- ii. OpusAsset may only process the application if OpusAsset, in its absolute discretion, is of the opinion that it has obtained sufficient evidence to satisfy itself as to the provenance and legitimacy of such subscription monies;
- iii. OpusAsset shall be held harmless and indemnified against any loss arising as a result of any delay, refusal or failure to process the application, if any information or document required by OpusAsset is incomplete or insufficient; and
- iv. That all subscription moneys paid to OpusAsset by us for the investment comes from lawful sources and not from unlawful activities.
- v. In the event the Applicant is acting as a nominee for any undisclosed third party, the Applicant hereby confirms that none of the monies invested with OpusAsset was derived from the proceeds of any unlawful activities as defined under AMLA.

### 6. Tax/FATCA/CRS

- 6.1 The Applicant acknowledges that the Applicant shall be acquainted with the relevant tax laws and exchange control regulations in force in the countries of domicile, registration or incorporation of the entity. The Applicant understands that they are liable to pay and/or settle all relevant taxes payable in accordance to the relevant laws and exchange control regulations in force in the countries of domicile, registration or incorporation of the entity incurred in respect of any and all services furnished under this application form (as may be amended from time to time) directly or indirectly incurred which are imposed by or payable to any relevant authority in Malaysia and/or any other applicable law.

### 7. Online Services (if applicable)

- 7.1 In relation to using OpusAsset's online services and any other future services which OpusAsset may introduce, as an additional layer of security, the Applicant will receive a temporary personal code ("Code") for verification purposes. The Code will expire within the time limit as prescribed for security reasons. In the event, the Code has expired, OpusAsset will send a fresh Code to the Applicant. The Applicant is solely responsible for the confidentiality of the Code.
- 7.2 Access to such online services and any other future services which may be provided by OpusAsset from time to time will only be granted to the Applicant upon the Applicant's compliance with all security procedures as OpusAsset may deem necessary.
- 7.3 OpusAsset reserves the right to suspend access or cancel the online services and any other future services at any time without prior notice and/or compensation to the Applicant.

### 8. Indemnity

- 8.1 The Applicant hereby agrees to fully and effectively indemnify OpusAsset and hold OpusAsset harmless against any and all claims, losses, liabilities, cost and expenses (including but not limited to solicitors fees on a solicitor and client basis) arising or which may arise out the Applicant's breach or violation of the terms and conditions hereunder or any third party rights, including but not limited to any infringement of intellectual property rights. The obligation to indemnify OpusAsset by the Applicant shall survive the termination of the account and application form.
- 8.2 The Applicant hereby agrees to indemnify OpusAsset against all actions, suits, proceedings, claims, damages and losses which may be suffered by OpusAsset as a result of any inaccuracy of declaration herein.

### 9. Protecting Your Data/Information

- 9.1 The Applicant hereby declares that they shall fully comply with the provisions of the Personal Data Protection Act 2010 ("the Act") applicable to the processing of personal data as defined in the Act and specifically that all necessary consents have been obtained from individuals whose personal data may be disclosed to OpusAsset ("Disclosed Data") in respect of such disclosure to and for the purposes of processing by OpusAsset and that the Applicant always furnishes OpusAsset with updated Disclosed Data.
- 9.2 The Applicant hereby agrees that:-
  - i. All information supplied on this application form and otherwise in connection with the subscription for units may be held by OpusAsset and will be used for the purposes of processing the Applicant's subscription and investment in the fund and completion of information on the register of unitholders of the fund, and may

also be used for the purpose of carrying out our instructions or responding to any inquiry purported to be given by us or on our behalf, dealing in any other matters relating to our holding of units (including the mailing of reports or notices), forming part of the records of the recipient as to the business carried on by it, observing any legal, governmental or regulatory requirements (including any disclosure or notification requirements) and to provide a marketing database for product and market research or to provide information for the dispatch of information on other products or services to us from OpusAsset or any connected person of OpusAsset. All such information may be retained after our units in the fund have been redeemed; and

- ii. OpusAsset may disclose and transfer such information to the auditors and the trustee, including any of their employees, officers, directors and agents or to any third party employed to provide administrative, computer or other services or facilities to any person to whom data is provided or may be transferred as aforesaid and/or to any regulatory authority entitled thereto by law or regulation (whether statutory or not) in connection with our investment in the fund.

9.3 By law, OpusAsset has a right to request and keep investor and/or investor's representative's information to perform its obligations lawfully, fairly and competently. The Applicant consents to the processing of their personal data and information by OpusAsset and agrees that such information may be made available to OpusAsset's appointed custodians, licensed financial institutions, service providers, vendors, agents, advisors and any other parties in order to provide the products and/or services. Such personal data and information may also be disclosed to any other person(s) required or permitted by law or any regulatory authority.

9.4 The Applicant further represents and warrants that in relation to any individual's personal data provided to OpusAsset, the Applicant has obtained the individual's requisite consent for disclosure to and processing of such personal data by OpusAsset.

9.5 The Applicant agrees to provide such confirmations to OpusAsset at such times as OpusAsset may request, and to provide on request such certifications, documentary evidence or other evidence as OpusAsset may reasonably require to substantiate such representations.

9.6 The Applicant agrees to notify OpusAsset immediately if the Applicant becomes aware that any of the information in this application are no longer accurate and complete in all respects.

9.7 The Applicant acknowledges that OpusAsset may modify or update its Privacy Notice from time to time, a copy of which is available at [www.opusasset.com](http://www.opusasset.com).

#### **10. Severability**

10.1 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 affected or impaired thereby.

#### **11. Successors Bound**

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

#### **12. Applicable Law**

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

#### **13. Required Documents**

13.1 Please ensure the following:

- The application form is signed by the authorised signatory(ies) of the Applicant.
- If this application form is signed under the power of attorney, such power of attorney or a duly certified copy thereof must accompany this application form.
- Any other relevant supporting documents are provided as requested by OpusAsset.

Please submit this duly completed application form to:

**OPUS ASSET MANAGEMENT SDN BHD**  
**OPUS ISLAMIC ASSET MANAGEMENT SDN. BHD.**  
**B-19-2, Northpoint Offices, Mid Valley City,**  
**No, 1, Medan Syed Putra Utara,**  
**59200 Kuala Lumpur.**  
**Tel. No. : +603-22888882**  
**Fax. No.: +603-22888889**

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