

KENANGA INVESTMENT BANK BERHAD
PRIVACY POLICY

This Privacy Policy describes the Client's personal data and information that Kenanga Investment Bank Berhad ("Bank") collects, how such Client Data is used, the Bank's role in protecting the privacy of the Client Data as well as the Clients' rights over their own Client Data. The term Client wherever appearing in this Privacy Policy shall refer to the Bank's Clients as well as prospective clients or persons applying for any services, accounts or products from the Bank.

The Client's personal data and information such as contact details, background information, financial data and other information ("Client Data") which the Client had previously provided to the Bank when the Client applies for an account or any other products or services with the Bank or where the Bank obtains such Client Data from third parties or other organisations, when the Client uses the Bank's online services or accesses any of the Bank's websites. The Bank may also have obtained the Client Data by analyzing the way the Client uses and manages the Client's account(s), from the payment and transactions made or from any recording.

Storage of Information

The Bank may store and process the Client's Data on the Bank's computers wherever located and in any other medium. The Bank may retain the Client's Data up to the maximum period permitted for legitimate business purposes. The Bank may, over time, delete these records if the Client is no longer a client of the Bank or when permissible by law.

Use and Disclosure of Information

The Bank may use, process and/or disclose the Client Data for the following purposes ("Purpose"):-

- To disclose information/data including, without limitation, transaction information, account information, personal information and the contents of communications to the police, security forces, competent governmental, intergovernmental or supranational bodies; competent agencies, departments, regulatory authorities, self-regulatory authorities or organisations, and other third parties that the Bank in good faith believes is appropriate for the Bank to cooperate with in investigations of fraud or other illegal activity or potential illegal activity, or to conduct investigations of violations of any governing terms and conditions. If false or inaccurate data is provided by the Client and fraud is identified, details shall be passed by the Bank to fraud prevention agencies and law enforcement agencies which may access and use that information/data. The Bank and other organisations may also access and use this information/data (including data from other countries) to prevent fraud and money laundering;
- To disclose information/data in response to the requirements of a civil or criminal legal process and/or as required by law or regulation and/or for regulatory compliance purpose;
- To disclose information/data, including any account information and transaction information to the government of the United States of America (US), Inland Revenue Service of US, and any other relevant government or authorities, for and in relation to the compliance of the requirements under the Foreign Account Tax Compliance Act 2010 (FATCA);
- To disclose the information/data to K&N Kenanga Holdings Berhad Group of Companies or any other person for them to perform certain actions/functions for the purpose of complying with any law or regulation;
- To share the information/data with K&N Kenanga Holdings Berhad Group of Companies for the purpose of, including but not limited to, provide their respective services/products to the Client, whether upon the Client's request or otherwise.
- To disclose information/data to the Client's agent or legal representative (such as the holder of a power of attorney that the Client grants, an executor or personal representative or a guardian appointed for the Client);
- To disclose or share aggregated statistical information/data to/with the Bank's business partners or for public relations;
- To share the information with trusted business partners (subject to secrecy obligations) for the provision of their services. Our business partners may use the Client's Data to help us communicate with the Client about offers from them or the Bank. However, the Bank's business partners do not have any independent right to share this information;
- As with any other business, it is possible that in the future the Bank could merge with, or be acquired by, another company. If such an acquisition occurs, the Client consent to the successor company having access to the data maintained by the Bank, including customer account information, and such successor company would continue to be bound by this Privacy Policy unless and until it is amended;
- To credit reference and fraud prevention agencies and other organisations who may record, use and give out information to other lenders and insurers. The information/data may be used to make assessments and/or for cross reference purposes, credit and for debt tracing and to prevent fraud and money laundering;
- To vendors, suppliers, counterparties, persons who provide a service to the Bank or are acting as the Bank's agents on the understanding that they will keep the information/data confidential and sufficient measures are in place to ensure the technical and organizational security of the information/data;
- To anyone to whom the Bank transfers or may transfer the Bank's rights and duties under any governing terms and conditions between the Bank and the Client;
- To manage the Client's Account(s), provide the Bank's services and customer support, attend to the Client's request(s), resolve disputes, collect fees, and troubleshoot problems;
- To share information in order to investigate, prevent or act on prohibited or illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of the Bank's terms of use, or as otherwise required by the law;
- To customise, measure and improve the Bank's services and the content of the Bank's websites or electronic services;
- To compare information/data for accuracy, and verify it with third parties;
- For the purposes of researching, designing and improving the K & N Kenanga Holdings Berhad Group of Companies' products and services, operational and business processes;
- The Bank may also use the Client's Data to market the K & N Kenanga Holdings Berhad Group of Companies' products and services and to deliver targeted marketing and advertising, service updates, promotional offers. The Client may tell the Bank at any time if the Client does not wish to receive marketing communications from the Bank and/or other members of the K & N Kenanga Holdings Berhad Group of

Companies by writing to the Bank providing the Client's full name, NRIC/Passport number (as applicable) and account details and details of any products or services the Client may have with the Bank;

- Transfer of Client's Data to foreign jurisdictions to enable any cross border transactions, for the performance of a contract, for the purposes of legal proceedings, upon written request from a foreign regulatory or government authority or body, to protect the vital interest of the Client or where it is in the public interest to do so;
- Verify the Client's identity and the identity of other directors/partners;
- Undertake periodic statistical analysis or testing to ensure the accuracy of existing and future products and services; and/or
- Protecting K&N Kenanga Holdings Berhad Group of Companies' interests and other ancillary or related purposes.

The Client may have provided personal and financial information relating to others (ie: joint applicant, spouse, related parties and/or emergency contact persons) for the Purpose. In such cases, the Client represents and warrants that the Client had or has their consent or is otherwise entitled to provide their information to the Bank. Where the Client Data has been provided to Bursa Malaysia Securities Berhad, its holding company or related corporations for any of the Purpose, the Client hereby agrees for the processing of the Client Data by Bursa in accordance with the terms of the Bursa's personal data notice as provided under www.bursamalaysia.com.

Access to Information

The Client is entitled to review certain personal records or information/data that the Bank may have collected about the Client and request correction of the data. Should the Client wish to exercise this right please write to the Bank's Data Officer setting out the details of the Client's request and all the Client's Account numbers (if applicable), name and NRIC/Passport number. A fee may be charged for this service. The Bank shall correct or update the information/data as soon as possible. The Data Officer may request information or documents from the Client to verify the authenticity of the person making the request and any information relating to the corrections requested.

Options On Disclosure

The Bank allows the Client the opportunity to remove itself and any information about the Client (save for information which is necessarily retained by the Bank to comply with legal or regulatory requirements) from the Bank's database or require the Bank to cease processing all or part of the Client's Data by submitting a written notification addressed to the Bank's Data Officer. The Bank will require a reasonable amount of time to process such notices. However, in such an event, the Bank reserves the right to close the Client's Account(s) if the Bank feels that such removal or cessation would not allow the Bank to provide its products and services in a satisfactory manner. Where the Client has failed or refused or deemed to have failed or refused to provide the Bank with any data, information or answers as requested, then the Client will also be taken as having acknowledged (and the Bank will be regarded and materially relying on the Client having acknowledged) that the Bank cannot identify with any certainty the Client's Data or information and the Client agrees that the Bank shall be entitled to refuse to provide or cease providing any facilities, products or Bank's services to the Client.

E-Services

The Client hereby consents to the transmission by electronic means of Client Data through the Bank's E-Services, such consent shall be effective at all times that the Client access and/or use the E-Services.

Website Links and Reminders

Some pages on the Bank's website may include links to third party websites. These sites are governed by their own privacy statements and the Bank is not responsible for their privacy practices, operations and contents of the said links. The Client is advised to review the privacy statements of these sites before furnishing any information. Please remember that Internet communications are not secure. The Bank cannot accept any responsibility for unauthorised access by a third party and/or the corruption of information/data being sent by any individuals to the Bank via internet communications or electronic mail.

Enquiries and Complaints

Any queries, requests, concerns or complaints regarding the use of the Client's Data, removal from any of the mailing lists or any matter herein may be raised to the following contact:-

Data Officer
Kenanga Investment Bank Berhad,
8th Floor, Kenanga International,
Jalan Sultan Ismail,
50250 Kuala Lumpur.
(Attn: Wealth Management)

In applying for, using or continuing to use the Bank's services, the Client shall be deemed to have accepted and consented to the terms of this Privacy Policy. If the Client does not consent to the terms herein, kindly contact the Bank at the abovementioned contact details.

Changes to the Bank's Privacy Policy

The Bank reserves the right to change the contents of this Policy at any time via notification posted on the Bank's website. The Client is advised to periodically view the Bank's website for any updates or the most current version of the Bank's Privacy Policy. The Client's continued usage of the Bank's Services shall be deemed as acceptance of any updates, revisions or amendments made to the Bank's Privacy Policy.

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