



**U.S Person Declaration**

I hereby declare and agree that, by purchasing this AIA Private Retirement Scheme and signing below, I represent that I am not a “U.S. person” for U.S. federal income tax purposes and that I am not acting for, or on behalf of, a U.S. person. I understand that AIA Pension and Asset Management Sdn. Bhd. (“APAM”), believing this statement to be true, will rely on it and act on it. In the event this statement is false, my account may be terminated in which case APAM shall notify me and repay my investment less charges and tax penalty, if any at point of termination in the event of such termination. In view that this is a fundamental term, APAM shall be entitled to terminate my account.

**U.S. Person – Change of Circumstances\*:**

I agree to notify APAM within thirty days of any change in my status as U.S. person for the purposes of U.S. federal income tax. (This clause is not applicable to U.S. persons or residents purchasing AIA Private Retirement Scheme as they must complete IRS FormW-9.)

**\*Note: A false statement or misrepresentation of tax status by a U.S. person could lead to penalties under U.S. law.**

Account holders who have or may have U.S. Indicia: **\*Note: The below paragraph applies only to:**

U.S. persons for U.S. federal income tax purposes; or If your tax status changes and you become a U.S. Person; or You or beneficiaries in connection with this AIA Private Retirement Scheme subscription have indicated through information provided to us that you or such beneficiary may be in fact a U.S. person for U.S. federal income tax purposes (including for example a U.S. address, a U.S. telephone number, a TIN etc.). The term “U.S. Indicia” as used below refers to any of the three circumstances described in (i) to (iii) above.

This is a fundamental term and in the event you have U.S. Indicia and fail after request to provide such information, consent and/or assistance as APAM may from time to time reasonably require to allow it to comply with its contractual, legal and/or regulatory obligations under the United States Foreign Account Tax Compliance Act, including any required reporting to the Internal Revenue Service of information relating to you or beneficiaries in connection with this AIA Private Retirement Scheme subscription, APAM reserves the right and shall be entitled to take the necessary action which may include submitting the necessary reports, suspending your account, withholding the necessary monies to be remitted, terminating your account and returning your investment less any charges and tax penalty, if any at point of termination in the event of such termination.

**FATCA Data Privacy Waiver (applicable to both individuals and corporates)**

APAM and its affiliates (“the Group”) are subject to and required to, or have agreed to, comply with certain legal, regulatory and/or other requirements (the “Reporting Requirements”). As such, I provide my express consent that APAM shall have the right to provide such personal data and information to any governmental authorities, regulatory bodies and/or any other person(s) in respect of the Reporting Requirements. I understand that such disclosures may involve the cross border transfer of personal data outside the jurisdiction and that such disclosures may be with respect to i) the personal data of the owner, the contingent owner and the beneficiaries (“the Parties”), or any of them; ii) any information relating to my account; and iii) any information relating to any other accounts held by the Parties or any of them. I understand that APAM will not be able to sell any private retirement scheme product to me and provide any service if I refuse to give the said express consent.”

**Common Reporting Standards  
Self-Certification Form (Individual)**

**Important Notes:**

- **The Income Tax (Automatic Exchange of Financial Account Information) Rules 2016 sets the Common Reporting Standards for the purpose of automatic exchange of financial account information. This is a Self-Certification to be completed by you to APAM for the said purpose. The information collected herein may be transmitted by APAM to the government authorities or regulatory bodies for transfer to the tax authority of another country(ies).**
- **You are required to immediately inform APAM of any changes in your tax residency status.**
- **You are required to complete this Self-Certification Form in full (unless stated otherwise).**
- **If you have any questions on Self-Certification Form or your tax residency status, please refer to your tax adviser or the Frequently Asked Questions (FAQs) for Common Reporting Standards available in AIA Portal at <https://www.aia.com.my>.**

**Part 1 Identification of PRS member**

**Do you have any tax residency in country(ies) other than Malaysia and United States (U.S.)?**

Yes (Please complete Part 2)       No (Please complete Part 3)

**Part 2 Country of Tax Residence and Taxpayer Identification Number or its Functional Equivalent (TIN)**

Please complete the following table by providing:

- (a) **ALL current country of tax residence;** and
- (b) Your Taxpayer Identification Number or its Functional Equivalent (TIN) for each country indicated.

If the TIN is unavailable, please select one (1) reason, A, B or C as below:

**Reason A** – The country where I am a tax resident does not issue TINs to its residents.

**Reason B** – I am not able to obtain the TIN (please provide explanation).

**Reason C** – TIN is not required. Select this reason only if the authorities of the country of tax residence do not require disclosure of TIN.

Country of Tax Residence	TIN	If no TIN is available enter Reason A, B or C	Please provide explanation if Reason B is selected
(1)			
(2)			
(3)			
(4)			
(5)			

**Part 3 Reasonable Explanation (Not required if Part 2 has been completed)**

Please provide Reasonable Explanation (tick the appropriate box) that correctly supports your declaration in Part 1 together with supporting document e.g. student visa or work permit.

- I am a student at an educational institution in the relevant country and holds the appropriate visa.
- I am a teacher, trainee, or intern at an educational institution in the relevant country or a participant in an educational or cultural exchange visitor program, and holds the appropriate visa.
- I am a foreign individual assigned to a diplomatic post/position in a consulate or embassy in the relevant country.
- I am a frontier worker/employee working in a truck or train travelling between countries.
- I am a spouse or unmarried child under the age of twenty-one (21) years of one of the persons described above.
- Other explanation

**A. GENERAL TERMS AND CONDITIONS applicable to APAM and PPA (Governed by and construed in accordance with laws of Malaysia).**

- 1) Account Opening
- I shall be bound by these terms and conditions, the Replacement Disclosure Document dated 9 December 2016, the Supplementary Document(s) (if any) and also the terms and conditions stated in this application form and the webpage of the Provider and the Private Pension Administrator ("PPA"). For further information about the PRS Scheme or Funds with the Provider, please refer to APAM's webpage at [www.aia-prs.com.my](http://www.aia-prs.com.my) and for further information about PPA, please refer to PPA's webpage at [www.ppa.my](http://www.ppa.my)
  - APAM and/or PPA shall be entitled at any time and without my prior reference to add, vary or amend any or all of the terms and conditions herein at its sole and absolute discretion.
  - Upon submission of this form as well as other supporting documents, the information contained therein will be used by APAM and PPA for creation of account and record purposes.
  - APAM and PPA shall have the absolute discretion in the opening of an account.
  - All instructions and/or information given in writing to APAM and/or PPA, including this form are binding on me.
- 2) Personal Data/ Information
- Personal data I provided on the joint application form and my details of transactions or dealings provided from time to time thereafter may be used and/ or disclosed by the PPA and /or the PPA's personnel for the following purpose:-
- The use and/or disclosure of the PPA members' personal information to any party is necessary for the completion of any transaction, dealings or in connection with services that the PPA may provide to the PPA members;
  - If required by the applicable laws, regulations, directives, guidelines, regulatory authorities, government authorities and/or court of competent jurisdiction; and
  - To any PPA's delegates, service providers or any third party that the PPA may engage on the basis that the recipient would continue to maintain confidentiality of the PPA's members personal information.
  - I am to read the PPA Privacy Notification.
- 3) Change of Contact Details
- It shall be my obligation to notify APAM and PPA of any change in my address, e-mail or contact number immediately to ensure continuity in the receipt of communication from the PPA.
- 4) Anti-Money Laundering
- I hereby warrant that:-
- No person other than I have or will have any interest in the account (where applicable); and
  - All monies as may be paid to APAM and/or PPA from time to time shall come from a legitimate (and not illegal) source;
  - I agree to provide all such information and documents as may be necessary to verify my identity and do all such acts and things as may be necessary to enable APAM and/or PPA to comply with all applicable anti-money laundering and counter financing terrorism (AML/CFT) and the governing law, rules and regulations (whether in Malaysia or elsewhere). I agree that APAM and/or PPA shall not be liable or responsible in anyway whatsoever and shall be held harmless against any loss arising as a result of or in connection with any delay or failure to process any application or transaction if such information or documents requested by APAM and/or PPA have not been promptly provided by me to APAM and/or PPA.
  - APAM and/or PPA reserves the right to terminate the relationship if any documents requested pursuant to the AML/CFT requirements are not received within 14 days.

**B. PPA'S TERMS AND CONDITIONS**

- 1) The PPA members have been informed of the fees payable to the PPA. The PPA fees payable to the PPA are as follow:-
- Account opening fee (RM10)
  - Annual maintenance fee (RM8) (payable only when there is contribution)
  - Administration fee of 0.04% of the Fund's NAV charged to the funds by Provider
- The above may be collected by the PRS Provider acting on behalf of the PPA. For further information on the PPA's fees and charges, please refer to <http://www.ppa.my/ppa/member-services/prs-transactions/>
- 2) PPA reserves the right after 6 months of notification to the member to close a PPA account that does not reflect any balance in the PPA account due to the following reasons:-
- Full amount withdrawn (upon attaining retirement age)/ permanent departure and account has zero units for 6 months; or
  - Upon release of the deceased member's funds to beneficiaries/ nominees/ next-of-kin pursuant to a Letter of Administration or Grant of Probate.
- 3) Variation
- PPA shall be entitled at any time and without prior reference to the PPA members' to add, vary or amend any or all of the terms and conditions herein and/or the PPA's website and/or the joint application form at its sole and absolute discretion.

**C. APAM'S TERMS AND CONDITIONS**

THIS FORM MUST NOT BE CIRCULATED UNLESS ACCOMPANIED BY THE REPLACEMENT DISCLOSURE DOCUMENT DATED 9 DECEMBER 2016 AND SUPPLEMENTARY DISCLOSURE DOCUMENTS (IF ANY) IN RELATION TO THE AIA PRIVATE RETIREMENT SCHEME WHICH CONSISTS OF AIA PAM-GROWTH FUND, AIA PAM-MODERATE FUND, AIA PAM-CONSERVATIVE FUND AND AIA PAM-ISLAMIC MODERATE FUND ("DOCUMENT"). YOU MUST READ THE DOCUMENT CAREFULLY BEFORE COMPLETING THIS FORM. ASK YOUR AIA PRS CONSULTANT FOR A COPY OF THE DOCUMENT IF YOU DO NOT HAVE ONE.

1. Cheque for contribution must be payable to AIA PENSION AND ASSET MANAGEMENT SDN BHD or APAM SDN BHD with Applicant's full name, NRIC No. or Passport number and Telephone number at the back of the cheque
2. No CASH shall be accepted as payment for contribution.
3. Withdrawal will only be paid to account holder except for withdrawal due to death where the payment will be made to the beneficiary. No third party payment is allowed.
4. For full retirement, the member must have reached the age of 55.
5. For permanent departure from Malaysia, the investor must provide proof of permanent departure from Malaysia.
6. For withdrawal due to death of account holder, beneficiary must fill details in the beneficiary column & submit the following :
  - Proof of death, e.g. death certificate or certificate of burial,
  - Proper legal documents such as Letter of Probate or Letter of Administration.
7. APAM reserves the rights to reject any application without assigning any reason.
8. All instruction given in writing by completing an APAM Application form or via any written or facsimile instructions delivered are binding on the Applicant. APAM shall have no obligation to verify the authenticity of any such instructions or the identity of any person giving such instructions.
9. The Applicant shall be responsible for the payment of any fees, chargers, expenses and costs incurred by APAM for executing the instruction of contribution.
10. Please ensure that the PRS consultant servicing you have a VALID authorization and is registered with the Federation of Investment Managers Malaysia (FIMM).
11. Applicant shall be deemed to have waived any right to raise any objection or to pursue any remedies against APAM or the Trustee if Applicant fails to notify APAM in writing of any error in the statements within 10 business days.
12. Applicant understands and agrees that any personal information collected or held by APAM (whether contained in this application or otherwise obtained) may be held, used and disclosed by APAM to individuals/organizations related to and associated with the company or any selected third party (within or outside of Malaysia) for the purpose of processing the application and providing subsequent service for this and other financial products and service and to communicate with the Applicant for such purpose.
13. The Applicant has the right to obtain access to and to request correction of any personal information held by APAM concerning the Applicant. Such request can be made to any of APAM's Customer Service Centre.
14. When Applicant agrees to receive statements i.e. tax invoice, statement of accounts, interim/annual report and any other statement by email, Applicant understands that no such statements will be generated and sent to the Applicant if there are no transactions in his/her account during the defined issuance period of these statements.
15. APAM shall not be liable to any direct, indirect, special, incidental or consequential loss or damage which may arise in respect of the disclosure and/or delivery of this e-statement service through the stated email address.
16. The e-statement is free of charge. However, APAM reserves the right under its sole discretion to charge for the e-statement in future.
17. APAM does not warrant the timelines, security, confidentiality or availability in the transmission of the e-statements to the designated email.
18. The Applicant may terminate this e-statement service at any time by completing Request for Change Form and returning it to APAM.
19. APAM may advertise its products and services through the e-statement service from time to time.
20. APAM will use its best endeavour to ensure the security of the e-statement service. APAM shall not be liable in any manner for any disruption, unavailability of this service, communication, electrical or network failure that may result in the e-statements being incomplete, unavailable or delayed in transmission.
21. The Applicant acknowledges that the use of and the transmission of information via email and/or internet may not be secured. The Applicant also acknowledges that the information transmitted may be liable to error, viruses, delay, interception, modification or amendment by unauthorized persons. And that transmission may be disrupted, interrupted, delayed or incorrect. As such, the Applicant shall not hold APAM responsible for any errors, viruses, delay, inaccuracy, losses and damages whatsoever arising from or in connection with the use of the e-statement service (including but not limited to any interception, modification or amendment, disruption, interruption, delay or inaccuracy of email or internet transmission or other communication equipment or facilities). For the avoidance of doubt, APAM shall not be responsible for any losses suffered whether direct, indirect, consequential, or special loss, even if APAM shall have been advised of the same.

#### DECLARATION AND SIGNATURE

- a) I acknowledge that I have received, read and understood the Disclosure Document for the Fund(s) to be invested in, supplementary Disclosure Document(s) (if any), and the terms and conditions stipulated in (i) the Provider's website ([www.aia-prs.com.my](http://www.aia-prs.com.my)), (ii) the PPA's website ([www.ppa.my](http://www.ppa.my)) and (iii) the terms and conditions of this form and I undertake to be bound by them for my initial and subsequent transactions with APAM. I acknowledge that the same have been explained to me by APAM and/or registered PRS consultant.
- b) I hereby declare that the particulars given herein including Common Reporting Standards Self-Certification (Individual) form are true, correct and complete and that I have not withheld any material facts or information which may influence the acceptance of this application.
- c) I am aware of the fees and charges that will be incurred by me directly or indirectly when investing in the PRS fund(s).
- d) I declare that I have not been convicted by any court for any criminal offence whether within or outside Malaysia.
- e) I certify that I am the account holder of the account(s) to which this form relates to.
- f) I acknowledge and agree that (a) the information contained in this Common Reporting Standards Self-Certification Form (Individual) is collected and may be kept by the Company for the purpose of automatic exchange of financial account information; and (b) the information and any information on reportable account(s) may be reported by the Company to any government authorities or regulatory bodies and exchanged with the tax authorities of another country(ies) in which I may be a tax resident.
- g) I undertake to inform APAM within thirty (30) days of any changes in circumstance which causes any information contained in this Common Reporting Standards Self-Certification Form (Individual) to be incorrect and incomplete with an updated Common Reporting Standards Self-Certification and declaration

Signature \_\_\_\_\_

Date:

**Please take note that we will not be able to process this application without your consent to the above declarations.**

FOR PRS CONSULTANT USE	FOR OFFICE USE
Consultant's Name:	Date & Time received:
FIMM Consultant Code:	Verified by & Date:
Life Planner Code:	
Contact No:	