



A.

Privacy Statement

DEFINITIONS

In this privacy statement ("Privacy Statement"):-

"BNM" shall mean Bank Negara Malaysia;

"Bursa Malaysia" shall mean the stock exchange in Malaysia;

"Communication Service(s)" shall include bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars and/or other messages or communication facilities which may be available to you through KAF Corporate Portal Website or through other mode of communication between you & KAF which includes but not limited to any letters, emails and/or any application forms filled up by you;

"KAF", "Us" and "We", for the purpose of this Privacy Statement, shall include KAF Investment Bank Berhad, KAF-Seagrott & Campbell Berhad., KAF Trustee Berhad, KAF Research Sdn. Bhd., KAF Investment Funds Berhad, and other companies within KAF;

"KAF Corporate Portal Web site" comprises of various Web pages operated by KAF Corporate Portal owned by KAF;

"PDPA" means Personal Data Protection Act 2010 which includes any subsidiary legislation and/or regulations made thereunder, or as may be supplemented from time to time;

"Personal Data" whenever used in this Privacy Statement shall have the meaning as assigned to it by PDPA, which includes Personal Data which is in possession or control of KAF that relates directly or indirectly to you (or any other individual) to the extent that you (or the other individual) is identified or identifiable from that information or from that and other information in the possession of KAF;

"processing", whenever used in the Product Service(s) shall have the meaning as assigned to it by PDPA, which includes collecting, recording, holding, storing, using or disclosing Personal Data;

"Product Service(s)" shall include all and any financial and investment banking services (including any other related services), debt capital market services, corporate finance services, stock-broking services, investment services, asset management services, investment advisory services, trusteeship, custodian services, etc., whether offered online or otherwise by KAF, by

way of electronic application or manual or in any other mode howsoever made;

"Services" shall collectively mean Communication Service(s) and Product Service(s), or any services under Communication Service(s) or Product Service(s), as required by you; and

"SC" shall mean the Securities Commission of Malaysia.

B. INTRODUCTION

B1. KAF is committed to protecting the privacy of our clients' information ("Personal Data, as herein defined"), which includes the users of KAF Corporate Portal Web site. This Privacy Statement governs Personal Data collection and usage and other related matters.

B2. This Privacy Statement explains:-

- a. the type of Personal Data about you which is processed by KAF when you acquire and/or use any type of Product Service(s) and or Communication Service(s) from KAF or KAF Corporate Portal Web Site;
- b. where or how KAF obtains this Personal Data (where available);
- c. the purposes for which KAF collects and uses your Personal Data;
- d. circumstances where KAF may disclose your Personal Data to third parties;
- e. whether you can limit the processing of your Personal Data;
- f. whether it is voluntary or obligatory to supply your Personal Data and the consequences of failing to supply your Personal Data when it is obligatory; and
- g. how to contact KAF if you have any questions about your Personal Data held by KAF or if you wish to exercise your right to get copies of your Personal Data or correct your Personal Data.

B3. You are advised that, by registering for and continuing to use KAF Corporate Portal Website and/or subscribe for the Product Service(s) and/or Communication Service(s), you shall be deemed to have agreed and accepted the terms as provided herein.

1. COLLECTION OF YOUR PERSONAL DATA

1.1 KAF collects your Personal Data from the following sources:-

- a. From you, during your registration and/or application process which includes but not limited to any registration forms and/or application forms filled up by you vide online or otherwise;

- b. From your use of Product Service(s) or Communication Service(s), as the case may be, provided by KAF;
 - c. From your visit to, and the usage of, KAF Corporate Portal Web site (for example, see Use of Cookies);
 - d. From your communication with authorised personnel from KAF; and
 - e. From other sources i.e. credit reference agencies, and all other publicly available sources information.
- 1.2 The type of your Personal Data which we may collect varies depending on the Service(s) you enjoy or agreements you have with us. But generally, the Personal Data which we collect will include (but are not limited to your name, date of birth, gender, nationality and race, preferred language, e-mail address, current home or work address, telephone or mobile phone number, fax number and particulars of identification documents (including NRIC and/or passport number), as well as financial and banking information as and when required.
- 1.3 There is also information about your computer hardware and software that is automatically collected by KAF. This information can include: your IP address, browser type, domain names, access times and referring Web site addresses.
- 2. PURPOSE OF COLLECTING AND PROCESSING OF YOUR PERSONAL DATA**
- 2.1 To the extent permitted by law, KAF may collect and process your Personal Data in the ordinary course of business, which shall include but not be limited to as follows:-
- a. for internal record keeping as may be required by law or under relevant regulatory bodies including but not be limited to BNM and/or the SC and/or Bursa Malaysia;
 - b. for the purpose of carrying out and/or processing your information in connection with your usage of our Services or the agreements you have with us;
 - c. when cross-selling and cross servicing the products and/or services of KAF;
 - d. to verify your identity;
 - e. to detect and/or prevent fraudulent, illegal and/or criminal activity;
 - f. to respond to your inquiries;
 - g. to contact you should we need to regarding the Services that you have acquired;
 - h. to investigate and/or resolve any service issues;
 - i. to enforce or extend or defend any of our rights;
 - j. to comply with all applicable laws and regulations;
 - k. to enhance the quality of our products and Services; and
 - l. other purposes which are in the ordinary course of business which are not specifically mentioned herein.
- 2.2 We may also use your Personal Data for the following purposes:
- a. to conduct internal activities and/or for the purposes of market surveys and trend analysis;
 - b. to provide general statistics regarding the use of the KAF Corporate Portal Website;
 - c. periodically to contact you to promote and market to you (including without limitation by way of direct mail, e-mail, fax, SMS) our products, services and offers of third parties whose products and services we think may be of interest to you;
 - d. inform you of other products or services available from KAF and its affiliates;
 - e. to contact you via surveys to conduct research about your opinion of current services or of potential new services that may be offered;
 - f. to send you seasonal greetings messages or public service announcements either on our own behalf or on behalf of other people or entities on whom we think you may be interested.
 - g. to send you notification message on changes of address and closure of office's operation;
- 2.3 Your Personal Data will be respected, maintained and safeguarded. Thus, we shall ensure that our employees' access to the Personal Data which you have disclosed or have been disclosed on your behalf are limited to our authorised employees who are fully trained and well equipped to handle your Personal Data.
- 2.4 You are advised that whilst you are neither bound nor obligated to provide us with any of your Personal Data or to consent to our processing of such Personal Data, your choice not to do so for whatever reasons may result in you not being able to make use of our Services due to such Service being dependent on or involving, directly or indirectly, the processing of your Personal Data which may affect our ability to perform any of our obligation under any agreements you have with us. We shall not be held liable in any way for any loss, damage or other liabilities that may arise resulting from your choice to withhold Personal. If you do not wish for us to process your data for any of the aforementioned purposes or any other

	purpose, you can contact us in the manner stated in Clause 10 below.	3.4	Save as otherwise stated herein, KAF will not disclose your Personal Data to any other third party without your consent unless otherwise provided by the law.
2.5	KAF may transfer your Personal Data to locations outside of Malaysia as part of the processing of your Personal Data or to facilitate any of the purposes specified under this Privacy Statement.	3.5	KAF does not sell, rent or lease its contact lists to third parties unless we have your permission or are required by law to do so. KAF may, from time to time, contact you on behalf of external business partners about a particular offering that may be of interest to you. In those cases, your unique personally identifiable information (e-mail, name, address, telephone number) will not be transferred to the third party without your written consent.
3.	SHARING OF PERSONAL DATA		
3.1	As a general rule, unless otherwise permitted by law, we do not disclose your Personal Data to any third parties. Companies within KAF are bound by the provisions of the law under the Financial Services Act 2013 and/or Capital Market And Services Act 2007 and/or any other relevant legislations, amending, supplementing or otherwise, and guidelines as the case may be in order to protect your Personal Data.	3.6	KAF does not use or disclose sensitive Personal Data, such as religion, or political affiliations, commission or alleged commission of any offence without your explicit consent and/or in accordance with Section 40 of the PDPA.
3.2	Notwithstanding the generality of this Privacy Statement and while we shall endeavour to safeguard the privacy of your Personal Data, to the extent permitted by law, we may nevertheless disclose your Personal Data where such disclosure is: <ul style="list-style-type: none"> a. required or requested or authorised by you; b. required by BNM, SC, Bursa Malaysia and/or other regulatory or competent authorities; c. is lawfully permitted or required under the law; d. if required or authorized to discharge any regulatory function, under any law or in relation to any order or judgment of a court; e. if required for the purpose of detection or prevention of crime, illegal/unlawful activities or fraud or for the apprehension or prosecution of offenders, or for an investigation relating to any of these; f. in compliance within any jurisdiction or legal requirement; and/or g. required to protect our rights and defend us and our property. 	3.7	Please be advised that if you directly disclose personally identifiable information or personally sensitive data through KAF Corporate Portal Website's public message boards, this information may be collected and used by others which is beyond the control of KAF. In this regard, KAF disclaims any liability with regard to your participation in the Communication Service(s) and any actions resulting from your own action in the Communication Service(s). You are further advised that KAF does not read any of your private online communications.
		4.	YOUR RIGHTS AND OBLIGATIONS REGARDING YOUR PERSONAL DATA
		4.1	If you would like to:- <ul style="list-style-type: none"> a. be informed of your Personal Data that is being processed by KAF; b. receive a copy of such Personal Data; or c. correct the Personal Data, d. withdraws your consent to the processing of your Personal Data,
			kindly send us a request in the manner stated under Clause 10 below. Please note that we reserve the right to charge a fee for attending to and complying with any request made pursuant to this Clause 4.
3.3	However, to improve our services and ensure that you fully benefit from our full range of Services, your non-financial information, may from time to time be provided to any third party service providers, contractors, who provide IT services (including software and hardware) maintenance and repair services and/or other services in connection with the operation of KAF businesses. In such circumstances we shall endeavour to ensure that they comply with the same standard regarding the privacy of your information as that which is imposed by us. Should you wish for us not to share your information with any of these entities, please write in to us or contact us as provided in Clause 10 below.	4.2	Subject to Clause 4.3 and Clause 4.4 below, we will endeavor to comply with any request made pursuant to Clause 4.1 within twenty-one (21) days upon receipt of such request. If we are unable to comply, we will inform you of the reasons within the aforementioned period and comply to the extent that we are able to.

4.3	<p>Kindly note that we may refuse to provide access to Personal Data pursuant to a request made under Clause 4.1 if:-</p> <ul style="list-style-type: none"> a. the requestor has not supplied sufficient information as to satisfy us of the identity of the requestor; b. the requestor has not supplied sufficient information as to enable us to locate the relevant Personal Data; c. the burden or expense of providing such access is disproportionate to the risk to the requestor's privacy; d. we cannot comply with the request without disclosing the Personal Data of another individual; e. the Personal Data, in whole or in part, is controlled by another party in a manner which prohibits us from complying with the request; f. providing access would violate an order of a court; g. providing access would disclose confidential commercial information; or h. such access to the Personal Data is regulated by another law. 		<p>days upon receipt of such request We shall not be held liable in any way for any loss, damage or other liabilities that may arise resulting from your choice to withhold Personal Data.</p>
		4.6	<p>In case you do not wish to be contacted for direct marketing activities, you may opt out via telephone, post or email our Contact Centre:</p> <p>KAF Investment Bank Berhad Level 13A, Menara IQ, Lingkaran TRX, Tun Razak Exchange, 55188 Kuala Lumpur. Telephone: +603 27 082 800 E-mail: contact@kaf.com.my</p>
		4.7	<p>In the event that you consider the processing of your Personal Data to cause or be likely to cause you or another person unwarranted substantial damage or unwarranted substantial distress, you may request us to cease processing by sending us a request in the manner stated under Clause 10 below.</p>
4.4	<p>Kindly note that we may refuse to correct or update any Personal Data pursuant to a request made under Clause 4.1 if:-</p> <ul style="list-style-type: none"> a. the requestor has not supplied sufficient information as to satisfy us of the identity of the requestor; b. the requestor has not supplied sufficient information as to enable us to ascertain in what way the Personal Data is inaccurate ; c. we are of the view that the Personal Data to be corrected is accurate; d. we are of the view that the requested correction is inaccurate; or e. the Personal Data, in whole or in part, is controlled by another party in a manner which prohibits us from complying with the request. 	4.8	<p>Subject to Clause 4.9 below, we will endeavor to comply with any request made pursuant to Clause 4.7 within twenty-one (21) days upon receipt of such request. If we are unable to comply, we will inform you of the reasons within the aforementioned period and comply to the extent that we are able to.</p>
		4.9	<p>Kindly note that we may refuse to comply with a request made under Clause 4.7 if:-</p> <ul style="list-style-type: none"> a. you have consented to the processing of the Personal Data in question; b. the processing of the Personal Data in question is necessary for the performance of a contract with you; c. the processing of the Personal Data in question is necessary to take steps at your request to enter into a contract; d. the processing of the Personal Data in question is necessary to comply with any legal obligation to which we are subject; e. the processing of the Personal Data in question is necessary to protect your vital interests; or f. the processing of the Personal Data in question is prescribed by the Minister.
4.5	<p>Should you wish to withdraw your consent to our processing of your Personal Data, kindly notify us in the manner specified under Clause 10 below. Please note that your withdrawal of consent may result in you not being able to make full use of our Services due to such Service being dependent on or involving, directly or indirectly, the processing of your Personal Data which may affect our ability to perform any of our obligation under any agreements you have with us. Notwithstanding any withdrawal of consent, your withdrawal shall be subject to the disclosure of your information necessary for our compliance to any legal requirements or contractual obligations.</p> <p>We will endeavor to comply with such request made pursuant to this Clause 4.5 within seven (7)</p>	5.	<p>LINKED SITES</p>
		5.1	<p>Please be aware that when you use the KAF Corporate Portal Web Site, it may contain links to third party sites. KAF encourage you to review this privacy statements of Web sites you choose to link to from KAF so that you can understand how those Web sites collect, use and share your information. KAF is not responsible for such third party sites and any Personal Data made available by you on such</p>

sites will not have the benefit of this Privacy Statement and will be subject to the relevant third party's privacy policy (if they have such a policy).

- 5.2 Before disclosing any Personal Data on such third party sites or to such third parties you should satisfy yourself on the site's privacy policy accordingly.

6. USE OF COOKIES

- 6.1 The KAF Corporate Portal Web site use "cookies" to help you personalize your online experience. A cookie is a text file that is placed on your hard disk by a Web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you, and can only be read by a web server in the domain that issued the cookie to you.

- 6.2 You have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of the KAF Corporate Portal services or Web sites you visit.

7. SECURITY OF YOUR PERSONAL DATA

- 7.1 KAF protects your Personal Data by ensuring we have sufficient security measures in place and shall ensure that your Personal Data is stored and handled in such a way as to prevent any unauthorized disclosure.
- 7.2 KAF shall take all reasonable action to prevent unauthorised use, access or disclosure of and to protect the confidentiality of your Personal Data in connection with the purpose for which the Personal Data, has been disclosed to, or has been collected by us.
- 7.3 In relation to KAF Corporate Portal Web site, KAF secures your Personal Data from unauthorized access, use or disclosure. KAF secures the identifiable Personal Data you provide on computer servers in a controlled, secure environment, protected from unauthorized access, use or disclosure.
- 7.4 Further, both you and KAF play an important role in protecting against online fraud. For purpose of user identity verification, we employ in our authentication process distinct Usernames and Passwords as key to access to research reports and other restricted information and pages.

8. IF YOU CEASE TO RECEIVE SERVICES FROM KAF

- 8.1 KAF shall not keep your Personal Data longer than is necessary for the fulfillment of the purpose for which it was to be processed unless such retention is necessary for us to discharge any regulatory function, under any law or in relation to any order or judgment of a court.
- 8.2 If you no longer wish for any of the company under KAF to process your Personal Data in this situation, please contact us as provided in Clause 10 below. We will then take all reasonable steps to ensure that all Personal Data is destroyed or permanently deleted.

9. CHANGES TO THIS STATEMENT

- 9.1 KAF will occasionally update (including make amendments, variations and/or addition) this Privacy Statement to reflect company and customer feedback and also to reflect our current policy or subsequent changes to any rules, regulations, acts applicable at that time.

- 9.2 KAF encourages you to periodically review this Privacy Statement to be informed of how KAF is protecting your information.

- 9.3 For avoidance of doubt, if there is any inconsistency between any statement contained in this Privacy Statement and any provisions of the laws, including but not limited to the PDPA, the provision of the laws shall prevail and KAF reserves the rights to make appropriate amendments or changes herein..

10. CONTACT INFORMATION

KAF welcomes your comments regarding this Privacy Statement. You may address any queries, concerns or complaints relating to your Personal Data or information by emailing to us at pdpa@kaf.com.my or writing to the address provided below:-

KAF Investment Bank Berhad
Level 13A, Menara IQ,
Lingkaran TRX,
Tun Razak Exchange,
55188 Kuala Lumpur.
U/P: Head, Group Compliance

11. LAWS APPLICABLE

This Privacy Statement shall be construed and interpreted in accordance with the laws of Malaysia.