

# PARTICULARS UPDATE FORM NON-INDIVIDUAL

## DOCUMENTATION CHECKLIST

**For successful processing of this application, please enclose the relevant documents.  
This application will be rejected and considered void if the form and/or supporting documents are incomplete.**

**Certified true copies of the following documents (where applicable):**  
For company incorporated in Malaysia (certified by company secretary and/or director):

### Change of Company Name:

- Please complete Part 1 and Part 5
- Form 13 or Form under Section 28 of the Companies Act 2016

### Change of Registered Office Address:

- Please complete Part 1 and Part 5
- Form 44 or Notice under Section 46 of the Companies Act 2016

### Change of Contact Person's Details:

- Please complete Part 1, Part 2 and Part 5

### For FATCA Declaration of Specified US Person for Tax Purpose:

- Please complete Part 3 and Part 5
- Relevant US tax forms

### For CRS Declaration of Tax Residency:

- Please complete Part 4 and Part 5
- FATCA and CRS Self-Certification Form (Non-Individual)
- FATCA and CRS Self-Certification Form (Controlling Person) (if applicable)

### To update the change of Authorised Signatories:

- Please complete Part 5
- Board Resolution with specimen signatures of all authorised signatories
- Photocopy of NRIC or Passport of all authorised signatories who are not directors
- Form 49 or Notice under Section 58 of the Companies Act 2016 (if applicable)

### To update the latest Return of Allotment of Share:

- Please complete Part 5
- Form 24 or Notice under Section 78 of the Companies Act 2016

### To update the latest list of Directors, Managers and Secretaries:

- Please complete Part 5
- Form 49 or Notice under Section 58 of the Companies Act 2016

### To update the Memorandum of Association or the Constitution:

- Please complete Part 5
- Memorandum of Association or the Constitution

## FATCA AND CRS SELF-CERTIFICATION FORM (NON-INDIVIDUAL) INSTRUCTIONS

**Please read these instructions before completing the form.**

- ▶ In compliance with relevant tax authorities requirement, Eastspring Investments Berhad is obliged to collect certain information about each investor's tax arrangement. Please complete the sections below as directed and provide any document that is requested. Please note that we may be legally obliged to share this information, and other financial information with respect to the financial accounts to which this form relates to Lembaga Hasil Dalam Negeri ("LHDN"), who in turn may share the information with relevant tax authorities of other jurisdictions where you are a tax resident.
- ▶ If you have any questions on how to define your tax residency status or US indicia, please consult your tax adviser or visit the OECD automatic exchange of information portal at (<http://www.oecd.org/tax/transparency/automaticexchangeofinformation.htm>) or IRS FATCA website (<https://www.irs.gov/businesses/corporations/foreign-account-tax-compliance-act-fatca>). Eastspring Investments Berhad does not provide tax advice.
- ▶ If any of the information provided changes or becomes incorrect due to change in circumstances, please advise of these changes promptly within 30 days from such changes with the supporting documents, as applicable.
- ▶ You may find summaries of key defined terms in the Appendix.
- ▶ **If you're filling in this form on behalf of someone else:**  
Please tell us in what capacity you are signing in Part 5.





A member of Prudential plc (UK)

**Eastspring Investments Berhad (531241- U)**  
 Level 12, Menara Prudential,  
 No. 10, Jalan Sultan Ismail, 50250 Kuala Lumpur  
**Client Services** (603) 2332 1000  
**Client Services Fax** (603) 2052 3366  
**Email** cs.my@eastspring.com  
**Website** www.eastspringinvestments.com.my

**PARTICULARS UPDATE FORM**  
**NON-INDIVIDUAL**

**Master Account Number**

Please complete in BLOCK LETTERS and BLACK INK only and tick (✓) where applicable.

**1 COMPANY/ORGANISATION DETAILS**

**Name of Organisation**  
 (as per Certificate of Incorporation/Registration)

**Company Registration No.**

**Correspondence Address**  
 Note: "Hold mail" and "c/o" is not acceptable.  
 (Please leave blank if there is no change to your address provided earlier)

**Postcode**  **City**   
**State**  **Country\***

**Registered Office Address**  
 Same as Correspondence Address  
 (Please tick above box or provide registered office address and please leave blank if there is no change to your address provided earlier)

**Postcode**  **City**   
**State**  **Country\***

**Principal Place of Business**  
 Same as Correspondence Address  
 (Please tick above box or provide principal place address and please leave blank if there is no change to your address provided earlier)

**Postcode**  **City**   
**State**  **Country\***

**Contact No.\***  
**Office**  -  -  **Office Extension**   
**Fax**  -  -   
COUNTRY CODE\*    AREA CODE    PHONE NUMBER

**2 CONTACT PERSONS' DETAILS**

**Name of Contact Person 1**   
**Designation**   
**Department**

**Contact No.\***  
**Office**  -  -  **Office Extension**   
**Fax**  -  -   
COUNTRY CODE\*    AREA CODE    PHONE NUMBER

**Office Email Address**   
 By providing your email address(es) and/or mobile number(s) to us, we have your consent to communicate and send information to you via email and/or short messages (sms). Notices delivered via email or sms to you are deemed to have been sent and received on the date such message is sent.  
 Please tick (✓) here if you wish to receive communication and information in hardcopy.

**Name of Contact Person 2**   
**Designation**   
**Department**

**Contact No.\***  
**Office**  -  -  **Office Extension**   
**Fax**  -  -   
COUNTRY CODE\*    AREA CODE    PHONE NUMBER

**Office Email Address**   
 By providing your email address(es) and/or mobile number(s) to us, we have your consent to communicate and send information to you via email and/or short messages (sms). Notices delivered via email or sms to you are deemed to have been sent and received on the date such message is sent.  
 Please tick (✓) here if you wish to receive communication and information in hardcopy.

\* If country/citizenship is United States of America (US), please provide the relevant US tax forms. Please note that nothing on this form is intended to constitute as tax advice. Please seek independent tax advice or refer to www.irs.gov for more information on the appropriate tax form to be provided.



**3 FATCA DECLARATION OF SPECIFIED U.S. PERSON FOR TAX PURPOSES**

**Do you currently file a tax return in the United States?**

Please tick (✓) the appropriate box.

Yes  No

**4 CRS DECLARATION OF TAX RESIDENCY**

**Note: You may indicate more than one country/jurisdiction.**

Please indicate your/the investor's country of tax residence (if resident in more than one country, please detail all countries of tax residence and associated Tax Identification Numbers ("TINs")). Account Holder with only tax-residency of Malaysia need not provide the TIN and reason.

Country/Jurisdiction of tax residence	TIN	If no TIN available, please provide the appropriate reason
1.		
2.		
3.		

**5 DECLARATION AND SIGNATURE(S) (AS PER BOARD RESOLUTION)**

I/We declare that to the best of my/our knowledge and belief, all information given in this form is true and accurate.

I/We hereby declare that I/we am/are the sole legal and beneficial owner of all the monies invested with Eastspring.

I/We am/are not acting as a nominee for any undisclosed third party and none of the investment monies invested with Eastspring was derived from proceeds from an unlawful activity as defined by the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001.

I/We hereby agree to indemnify Eastspring against all actions, suits, proceedings, claims, damages, and losses which may be suffered by Eastspring as a result of any inaccuracy of declarations herein.

Authorised Signatory 1	Date
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Authorised Signatory 2	Date
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Company Stamp	
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**For sole proprietor only**  
 I hereby declare that I am the sole legal and beneficial owner of all the monies invested with Eastspring.

**For non-listed entities**  
 I/We hereby declare that the company is NOT any one of the following:  
 (a) Financial institution; (b) A trust; (c) A non-listed entity of which more than 25% is directly/indirectly owned by any US person/entity; or (d) Required to file a tax return to the United States.

<p><b>Note:</b> If signing under a power of attorney please also attach a certified copy of the power of attorney.</p>	Capacity:
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\* If country/citizenship is United States of America (US), please provide the relevant US tax forms. Please note that nothing on this form is intended to constitute as tax advice. Please seek independent tax advice or refer to www.irs.gov for more information on the appropriate tax form to be provided.

## APPENDIX – DEFINITIONS

### Definitions

**“Agent”** means any authorised distributor of Funds managed by Eastspring and refers to registered Eastspring Unit Trust Consultants, Institutional Unit Trust Advisers and Corporate Unit Trust Advisers.

**“Applicant”** means a person or entity applying to update particulars with Eastspring.

**“Deed”** means the deeds or master deeds for the respective Funds and any other supplemental deeds and master supplemental deeds that may be entered into between Eastspring and the Trustee and registered with the Securities Commission Malaysia.

**“Eastspring”** means Eastspring Investments Berhad.

**“Fund”** or **“Funds”** means any unit trust schemes managed by Eastspring.

**“Offering Document”** means the relevant prospectus or information memorandum of the Funds, and supplemental prospectus or information memorandum thereto (if any) and product highlights sheet for the Fund(s), issued by Eastspring and has been lodged or deposited (where applicable) with the Securities Commission Malaysia.

**“Reportable Jurisdiction”** means a jurisdiction with which an obligation to provide financial account information is in place and that is identified in a published list.

**“TIN”** (including “functional equivalent”) means Taxpayer Identification Number or a functional equivalent in the absence of a TIN. A TIN is a unique combination of letters or numbers assigned by a jurisdiction to an individual or an Entity and used to identify the individual or Entity for the purposes of administering the tax laws of such jurisdiction. Further details of acceptable TINs can be found at the OECD automatic exchange of information portal.

Some jurisdictions do not issue a TIN. However, these jurisdictions often utilise some other high integrity number with an equivalent level of identification (a “functional equivalent”). Examples of that type of number include, for individuals, a social security/insurance number, citizen/personal identification/service code/number, and resident registration number.

**“Trustee”** means Deutsche Trustees Malaysia Berhad

**“Unit Holder”** means the person or persons or entity for the time being who is registered pursuant to the Deed as a holder of units of the Fund(s).

#### By applying to update particulars with Eastspring, the Applicant agrees that:

The Applicant will be bound by these Terms and Conditions and the terms of the constituting documents such as the Deed and Offering Documents of the relevant Fund(s) in respect of all transactions. Where there are conflicting terms, the terms of the relevant Deed shall prevail.

### 1. Confirmation Advices/Statements

Confirmation advices, statements, cheques and other documents shall be sent at the risk of the Applicant to the Applicant’s address as detailed in the Master Account Opening Form (“MAOF”) or the Particulars Update Form (“the Form”), if updated. If the Applicant fails to notify Eastspring in writing of any errors in the confirmation advice within 14 calendar days, or in the statement within 30 days of issue, the Applicant shall be deemed to have waived any right to raise any objection to pursue any remedies against Eastspring or the relevant Trustee(s).

### 2. Notices

All notices and other documents shall be sent at the risk of the Applicant to the Applicant’s permanent address as stated in the Form. Unless due to wilful default or negligence of Eastspring, Eastspring shall not be responsible for any inaccuracy, interruption, error, delay or failure in transmission or delivery of any notices via whatever means as agreed by the Applicant, or for any equipment failure or malfunction.

Eastspring shall not be liable for any direct or indirect consequential losses arising from the foregoing.

### 3. Indemnity

3.1. The Applicant hereby indemnifies Eastspring and the Trustee and any of their Agents against any actions, proceedings, claims, losses, damages, costs and expenses which may be brought, suffered or incurred by any or all of them arising either directly out of or in connection with this Form or in connection with Eastspring accepting, relying on or failing to act on any instructions given by or on behalf of the Applicant unless due to the wilful default or negligence of Eastspring.

3.2. The Applicant acknowledges and accepts that Eastspring has absolute discretion to rely on facsimile confirmation from the Applicant and undertakes to indemnify and hold harmless Eastspring, its employees and Agents against all costs, expenses, loss of liabilities, claims and demands arising out of relying on the Applicant’s confirmation.

### 4. Tax Implications

The Applicant/Unit Holder 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/Unit Holder shall be liable to pay and/or settle all the relevant taxes payable by the Applicant/Unit Holder in accordance to the relevant laws and exchange control regulations in force in the countries of domicile, registration or incorporation of the entity. Eastspring in compliance with the Malaysian Tax law and any other applicable law shall deduct the relevant applicable taxes accordingly wherever applicable to the Applicant/Unit Holder without prior notification to the Applicant/Unit Holder. All the deduction will be incorporated in the statements of the applicant and Eastspring shall not be held liable for whatsoever reasons for any tax payments deducted on behalf of the Applicant/Unit Holder according to the Malaysia’s Tax regulations and any other applicable law.

### 5. Sophisticated Investors

Only a sophisticated investor(s) may invest in a Wholesale Fund. The Guidelines on Unlisted Capital Market Products under the Lodge and Launch Framework defines a sophisticated investor to include any person who comes within any of the categories of investors as set out below:

- (a) a holder of a Capital Markets Services License.
- (b) a unit trust scheme, prescribed investment scheme or private retirement scheme.
- (c) Bank Negara Malaysia.
- (d) a closed end fund approved by the Commission.
- (e) a bank licensee or insurance licensee as defined under the Labuan Financial Services and Securities Act 2010.
- (f) an Islamic bank licensee or takaful licensee as defined under the Labuan Islamic Financial Services and Securities Act 2010.
- (g) a licensed institution as defined in the Banking and Financial Institutions Act 1989 or an Islamic bank as defined in the Islamic Banking Act 1983.
- (h) an insurance company registered under the Insurance Act 1996 or a takaful operator registered under the Takaful Act 1984.
- (i) a company that is registered as a trust company under the Trust Companies Act 1949 which has assets under management exceeding RM10 million or its equivalent in foreign currencies; or
- (j) a corporation that is a public company under the Companies Act 1965 which is approved by the Commission to be a trustee under the Act and has assets under management exceeding RM10 million or its equivalent in foreign currencies.
- (k) a corporation with total net assets exceeding RM 10 million or its equivalent in foreign currencies based on the last audited accounts; or
- (l) a partnership with total net assets exceeding RM 10 million or its equivalent in foreign currencies.
- (m) a statutory body established by an Act of Parliament or an enactment of any State.
- (n) a pension fund approved by the Director General of Inland Revenue under section 150 of the Income Tax Act 1967.

### 6. Miscellaneous

- 6.1. References to persons included entities, references to one gender include both genders and references to the singular includes the plural and vice versa.
- 6.2. The Form is personal to the Applicant and cannot be changed, assigned or transferred in any way by the Applicant.
- 6.3. Eastspring reserves the right to vary the Terms and Conditions at any time without notifying the Applicant.

### 7. Compliance with laws in various jurisdictions

- 7.1. Eastspring may be obliged to comply with or, at its sole and absolute discretion, choose to have regard to, observe or fulfil the requirements or expectations of the laws, regulations, orders, guidelines, codes, market standard, good practices and requests of or agreements with public, judicial, taxation, governmental and other regulatory authorities or self-regulatory bodies (the “Authorities” and each an “Authority”) in various jurisdictions relating to any matter in connection with its business including without limitation, tax compliance, anti-money laundering, sanctions, terrorism financing or the prevention and detection of crime as amended, promulgated and introduced from time to time (the “Applicable Requirements”).
- 7.2. In this connection, Eastspring may disclose the particulars or any information concerning Unit Holders and/or their investments to any Authority in connection with its compliance or adherence (voluntary or otherwise) with the Applicable Requirements.
- 7.3. If a Unit Holder where applicable does not:
  - (a) provide to Eastspring in a timely manner with the information or documents required as set out in the Offering Document/Eastspring Master Account or additional information as requested from time to time; and/or
  - (b) provide to Eastspring with information or documents that are up-to-date, accurate or complete,

such that Eastspring is unable to ensure its ongoing compliance or adherence (whether voluntary or otherwise) with the Applicable Requirements, the Unit Holder, where applicable accepts and agrees that Eastspring may take such steps as it deems fit as set out in the Offering Document of the relevant Funds.

### 8. Account Holder

The “Account Holder” is the person listed or identified as the holder of a Financial Account by the Financial Institution that maintains the account. This is regardless of whether such person is a flow-through Entity. Thus, for example, if a trust or an estate is listed as the holder or owner of a Financial Account, the trust or estate is the Account Holder, rather than the trustee or the trust’s owners or beneficiaries. Similarly, if a partnership is listed as the holder or owner of a Financial Account, the partnership is the Account Holder, rather than the partners in the partnership. A person, other than a Financial Institution, holding a Financial Account for the benefit or account of another person as agent, custodian, nominee, signatory, investment advisor, or intermediary, is not treated as holding the account, and such other person is treated as holding the account.

### 9. Financial Account

A Financial Account is an account maintained by a Financial Institution and includes: Depository Accounts; Custodial Accounts; Equity and debt interest in certain Investment Entities; Cash Value Insurance Contracts; and Annuity Contracts.