

AML/CFT WEBINAR SERIES:

Protecting your organization -Personal Data and Protection Act (PDPA) 2010

1 July 2024, Monday

9.00am – 1.00pm Speaker: MUHAMAD NAZRI BIN SHAIDON

> Virtual Course code: CS010724W2 **Closing date: 17 June 2024**



4 CPD HOURS

For details of other training events, please visit the MAICSA website at http://www.maicsa.org.my

Course Introduction

- 1. Proper handling of customer information is essential in building public trust and confidence and in mitigating reputational damage to the organization.
- Generally, organisations are responsible for personal data in their possession or under their control. The PDPA stipulated the data protection requirements which contain the following eleven main obligations that organisation would need to fulfill while carrying out their business activities related to the collection, use or disclosure of personal data.
- 3. The Malaysia Personal Data Protection Act (PDPA) of 2010 was introduced and implemented on November 15, 2013. It sets out a complete crosssectoral framework in order to protect individuals' personal data with regard to commercial transactions.

Training Methodology

Interactive presentation, Video presentation and case studies.

Learning outcome

At the end of the course, participants will be able to:

- 1. Participants will be guided on the best practices for handling customer and organization information.
- 2. Assess the organisation's internal policies and procedures to ensure compliance
- 3. Identify and document areas of non-compliance in business activities
- Assist in review of the organisation's guidelines / policies for adherence to requirements under the PDPA
- 5. Assist in the implementation of procedures to ensure adherence to requirements under the PDPA in the day-to-day operations of the organization

Course outlines

- 1. Who does the PDPA apply to?
- 2. What is considered as Personal Data?
- 3. What is considered as Sensitive Data?

4. A data user must comply with the following seven (7) Malaysian PDPA principles:

I. General Principle

Under this principle, data users must not process personal data, unless written consent has been given by the data subject

II. Notice and Choice Principle

Under the notice and choice principle, data users must inform a data subject of a variety of matters which may relate to the latter's personal information which may need to be proceed by or on behalf of the data user

III. Disclosure Principle

Under this principle, a data user cannot disclose a data subject's personal data under these two conditions: Disclosure of data for a purpose other than the one disclosed or directly related to the agreed upon disclosure & Disclose to any party other than the designated class of 3rd parties agreed upon between the data user and data subject

IV. Security Principle

This principle puts the data user under obligation to take specific measures in order to protect a data subject's personal data from loss, modification, misuse, accidental/unauthorized, disclosure or destruction during processing

V. Retention Principle

This principle stipulates that personal data can only be retained for as long the main purpose for which it is must be processed has been fulfilled. The data user must destroy the data permanently once the data subject's personal data is no longer required for processing purposes.

VI. Data Integrity Principle

Under this principle, the data user must take the appropriate steps to ensure that all personal data collected is entirely complete, accurate, up-to-date and not misleading in regards to the underlying purpose for storing and processing such data

VII. Access Principle

The Access principle gives data users the right to access and correct his/her personal data in case it is incomplete, misleading, inaccurate or outdated. The PDPA provides stipulations under which a data user may refuse to comply with a data correction request put forth by the data subject. When a data subject puts forward a request to access their personal data, the data user must comply with this request within 21 days from the receipt of any such request

- 5. Why we need to Protect Personal DATA?
- 6. Lifecycle of Information
- 7. Dos and Don'ts when dealing with Data.
- 8. Common Security Breaches
- 9. Compoundable offences under PDPA 2010
- 10. Case Studies

About the trainer: MR. MUHAMAD NAZRI BIN SHAIDON

Mr. Muhamad Nazri bin Shaidon currently pursuing his PhD (Doctor of Philosophy) specializing in Money Laundering and also the AML/CFT Practitioner and Trainer in Financial Institutions. He was a Financial Investigator with Central Bank of Malaysia and has experience in financial investigation relating to Money Laundering and Financial Crime Activities. He provided litigation support to Prosecution and was invited to impart AML Investigation to Law Enforcement Agencies (LEAs) in Malaysia.

He has also been accredited as a 'Certified Financial Investigator from National Coordination Committee to Counter Money Laundering (NCC) and Bank Negara Malaysia and has involved in operation conducted by a special Task force under National Revenue Recovery Enforcement Team (NRRET). He also has vast experience working with the industry and has experienced working with Global Investigation Unit covering Asia Pacific region.

WEBINAR FEE

Category	Early Bird Fee per person (RM) (applicable for participant who register and pay before 16/6/2024)	Normal Fee per person (RM)	Group Fee per person (RM)* (For 3 or more registrations from the same organization)
MAICSA Member/ Affiliate/Graduate/Student	290	340	310
Non member	440	490	460
Retired MAICSA member	170	170	170
MAICSA Member's staff***	400	400	400
Fee includes course materials in digital form and e-certificate.			
Registration with HRDCorp grant, the NORMAL FEE will apply. Discounted fee is NOT applicable.			

MAICSA Member's Staff

**(i) applicable to the staff of MAICSA member (Sponsoring Staff) of the same organisation and billing (ii) NOT entitle to any other discounts

- (iii) The Sponsoring staff must be MAICSA active member
- (iv) MAICSA Affiliate CANNOT sponsor his/her staff.

ENQUIRIES: Email: training@maicsa.org.my Tel: 03-2282 9276 (ext 804) Attention: Ms Shafika

• Fee is payable to MAICSA

PAYMENT MODE:

Online transfer RHB Account No: 2-64-094-0000-4232 Swift Code: RHBBMYKL **Note:** Bank charges for telegraphic transfer will be borne by the client.

Please email the bank-in slip/ transfer advice to <u>training@maicsa.org.my</u> or fax to 603-2283 4492, for our verification and record.

Individual Registration: Full payment shall be made AFTER you have done the online registration.

Company Registration: Full payment shall be made 7 days **BEFORE** the webinar.

- Access to join the webinar shall be granted only upon full payment as per the above requirement.
- NO Letter of undertaking is accepted.

Upon successfully registration, you are deemed to have read and accepted the terms and conditions.

TERMS & CONDITIONS FOR WEBINARS

WEBINAR ACCESS LINK

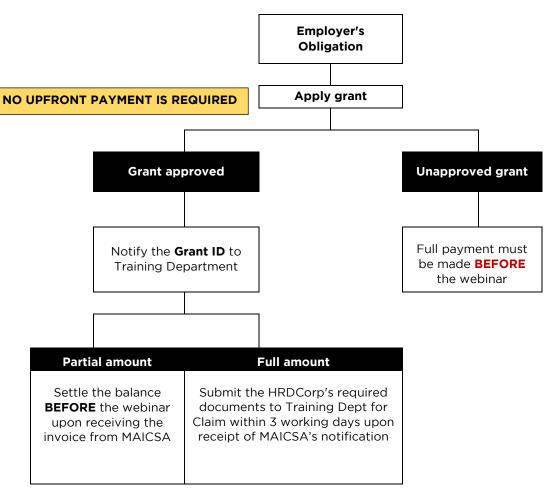
- The Access Link will be emailed at least one day before the commencement of the webinar.
- The Access Link is unique and should not be forwarded/shared with others.
- Participants may log-in at 8.45am

HRD CORP (FOR CLAIMABLE EVENTS ONLY)

MAICSA is an approved Training Provider registered under 'The Malaysian Institute of Chartered Secretaries and Administrators' (MyCoID: 1472 (SEL).

• To make full payment to MAICSA as per the issued Invoice within 14 working days upon receipt of MAICSA's notification in the event the approved training fee is cancelled by HRDCorp due to non-compliance on the part of the participant or his/her employer or any valid reasons stipulated by HRDCorp.

SBL KHAS REMOTE ONLINE TRAINING (PUBLIC)



CANCELLATION/REFUND/REPLACEMENT/TRANSFER

Should the participant decide to cancel his/her enrolment, a cancellation policy shall be applied as follows:

- For written cancellation received with minimum seven (7) days' notice from the date of the webinar, no penalties will be imposed and full refund will be made to participants who have paid.
- For written cancellation received less than seven (7) days from the date of the webinar, an administrative charge of 20% of the registration fee will be imposed. Unpaid registrations include those registrations with HRDCorp grant will also be liable for a 20% administrative charge.
- No refunds will be made for written cancellations received on the day of the webinar or for participants who failed to join the webinar. Unpaid registrations include registrations with HRDCorp grant will also be liable for full payment of the registration fee.
- Replacement of participant and transfer of webinar are not acceptable.

CERTIFICATE OF ATTENDANCE AND CPD HOURS

- Participants will be issued with an e-certificate of attendance and full payment and awarded CPD hours upon strict compliance of the following terms:
 - Remain logged in at least 75% of the time allocated for the webinar,
 - Submit the feedback form within 3 days after the completion of the webinar
- Delegates may check their E-certificates from this link <u>https://www.maicsa.org.my/resources/cpd-training/e-certificate-of-attendancee-confirmation-letter-of-attendance</u> within 5 working days after the webinar.
- For MAICSA members, the CPD hours will be credited into the CPD Tracker System within 14 days of the webinar for participants who have complied with all terms and conditions stipulated herein.
- For MAICSA members who are also PC Holder, please contact SSM for the calculation and recognition of CPD Hours for online training held by MAICSA.
- For non MAICSA members, please contact your professional body or regulator for the calculation and recognition of CPD Hours for courses held by MAICSA.

COPYRIGHT

The materials of the webinar shall not be disclosed or used in any manner, either wholly or partially against any other parties and/or used in any manner, either wholly or partially as a defence by you and/or any other parties under any circumstances. The participants are therefore prohibited from reproducing any materials of this programme. All copyright and/ or intellectual property rights in any relevant materials produced in this Programme will remain with the party who produced such materials.

MAICSA disclaims responsibility for the materials of this programme. Neither the MAICSA, its Council or any of its Boards or Committees nor its staff shall be responsible or liable for any claims, losses, damages, costs or expenses arising in any way out of or in connection with any persons relying upon the materials provided during the webinar.

DATA PROTECTION

Information given by the participants to MAICSA is true, accurate and to the best of their knowledge. The participants have read and agreed with the Privacy Notice as stated on MAICSA's official website and therefore, allow MAICSA to collect, process, store and use the participants' data other than what is provided under the Personal Data Protection Act 2010.

EXCLUSION OF LIABILITY

This webinar shall not constitute an endorsement of the speaker(s) by MAICSA and MAICSA shall not be liable for whatsoever circumstances arising from any engagement between the speaker(s) and the webinar's participants.

DISCLAIMER

MAICSA reserves the right to change the speaker(s), date(s), time(s) and to cancel the webinar should circumstances beyond its control arise. MAICSA shall not be responsible for any costs, damages or losses incurred by the participant due to the changes and/or cancellation. MAICSA also reserves the right to make alternative arrangements without prior notice should it be necessary to do so. Upon registering, you are deemed to have read and accepted the terms and conditions herein.