

## 1 Establishment of Structured Investment / 进行结构性投资

- 1.1 The person/company applying for the investment (hereinafter referred interchangeably as "Customer" or "Investor") shall request OCBC BANK (MALAYSIA) BERHAD (the "Bank" which expression includes its assigns and successors-in-title) to establish such number and type of investment(s) in his/her/its name(s) as the Customer may from time to time instruct and such Investments may be Principal Protected Investments or Non Principal Protected Investments (each an "Investment"). The Investments are not protected by PIDM.  
 客户可要求华侨银行(马来西亚)有限公司(简称“本银行”，此措辞包括其受让人与继任人)根据客户不时发出的指示，以客户名字来进行其所指示的投资帐户数量或类型，而有关投资可以是保本或非保本投资(各为个别“投资”)。此投资不获马来西亚存款保险机构保障。
- 1.2 The Bank may at its absolute discretion prescribe a minimum investment amount for all or in respect of each type of Investment and that increments in the amount invested must be made in multiples of such minimum amount determined by the Bank from time to time.  
 本银行拥有绝对权力，指定每项投资的最低投资额，而且额外投资额必须是本银行不时制定的最低金额之倍数。
- 1.3 The Bank has full discretion at all times to prescribe the subject matter or type of asset (including without limitation equities, bonds, other securities, index, currency, commodity or other assets or combination of assets) which may qualify as underlying assets ("Underlying Assets") for the Investment;  
 本银行任何时候皆拥有绝对权力，指定投资主体或资产类型为适合旗下资产(简称“旗下资产”)投资(包括惟不限于股票、债券、其他证券、指数、货币、商品或其他资产或综合各类资产)；

## 2 Placing of Investment / 配置投资

- 2.1 Subject to the Customer investing with the Bank a principal amount (the "Principal Amount") for a term and subject to the terms and conditions as specified in the term sheet issued by the Bank ("Term Sheet") for the Investment selected by the Customer and the term sheet shall form an integral part of these Terms and Conditions, the Customer acknowledges that the terms in Clause 2.2 shall apply to Principal Protected Investments and the terms in Clause 2.3 shall apply to Non-Principal Protected Investments.  
 在客户于某段期限内投资一笔本金(简称“本金额”，并限于其所选择的投资之相关条款说明书(简称“条款说明书”，也是此条款与条件之组成部分)而定，客户认可第2.2条文的条款适用于保本投资，而第2.3条文适用于非保本投资。
- 2.2 **Principal Protected Investments / 保本投资**
- (a) On or before the Start Date (as stipulated in the Term Sheet), the Bank shall notify the Customer of the formula ("Formula") for calculating the returns on the Investments ("Returns"), the Payment Dates of the Returns, the Maturity Date and the other terms of the Investment (each as stipulated in the Term Sheet);  
 在条款说明书注明的投资起始日或之前，本银行将通知客户计算投资回报(简称“回酬”)的方程式(简称“方程式”)、回酬的付款日、期满日与其他在条款说明书所注明的投资条款；
- (b) On each Payment Date, subject to Clause 2.4, and provided the conditions for payment specified in the Term Sheet are satisfied, the Bank shall pay to the Customer the Returns calculated in accordance with the Formula;  
 在每个付款日，本银行将根据方程式计算客户的回酬，惟须符合第2.4条文并符合条款说明书所指明的付款条件；
- (c) On Maturity Date (unless the Investment has been terminated in accordance with Clause 2.4 or Clause 4), the Bank shall repay to the Customer the Principal Amount together with the Returns (if any) for the immediately preceding Period;  
 本银行将于期满日支付本金加上在此之前的回酬(若有)给客户，除非有关投资已根据第2.4条文或第4条文而已被终止；
- (d) Notwithstanding Clause 2.2 (c) above, the Bank shall have the right to terminate the Investment in whole or in part at any time by giving prior notice to the Customer (the "Early Termination Option") in accordance with the terms in the Term Sheet and repay to the Customer the Principal Amount together with the Returns (if any).  
 尽管有以上的第2.2条文，但本银行仍有权根据条款说明书内的条款，在给予客户事先通知的情况下，在任何时候全面或局部终止投资(简称“提早终止选择方案”)，并支付客户本金加上回酬(若有)。
- 2.3 **Non-Principal Protected Investments / 非保本投资**
- (a) The Customer acknowledges that under such an Investment, the Customer establishes an Investment and sells to or purchases from the Bank a put or call option, as the case maybe, on the Underlying Asset subject to terms quoted by the Bank and agreed to by the Customer as reflected in the Term Sheet such as tenor of the Investment, Maturity Date, the applicable rate of returns, the Strike Rate/Price (i.e. the purchase price of the Underlying Asset upon exercise of the option), the reference price of the Underlying Asset, and the terms for the exercise of the option by the Bank or Customer.  
 客户认可在这类投资下，客户是进行一项根据银行所提出并已获客户同意的条款说明书之下，出售给银行或向银行收购旗下资产的认沽或认购期权投资，条款说明书所指出的条款包括投资期限、期满日、适用回酬率、行使率/价(即行使期权时收购旗下资产的价格)、旗下资产的参阅价、银行或客户行使期权的条款等。
- (b) The Customer further acknowledges that in the case where it sold an option to the Bank, the Bank has the absolute right to deliver to the Customer on the Maturity Date of the Investment, the Underlying Asset instead of paying the Customer the principal and Returns of the Investment and that although the value of the Underlying Asset to be delivered on Maturity Date has been predetermined based on the terms in the Term Sheet, the Customer is subject to the risk of fluctuation in the Underlying Asset.  
 客户进一步认可，若是客户出售期权给银行的情况下，银行有绝对权力在投资期满日时交付旗下资产给客户，而非支付本金加上投资回酬给客户，即使期满日交付给客户旗下资产价值已根据经双方事先同意的条款说明书之条款，客户须面对旗下资产价值的波动风险。

### **WARNING**

**THE RETURNS ON YOUR STRUCTURED PRODUCT INVESTMENT WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSET / REFERENCE, AND THE RECOVERY OF YOUR PRINCIPAL INVESTMENT MAY BE JEOPARDISED IF YOU MAKE AN EARLY REDEMPTION.**

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(c) If the Bank does not exercise the option, then on Maturity Date of the Investment, the Bank will pay the Customer the Principal and Returns (if any) based on the Formula.

若本银行未行使有关期权，到了投资期满日，本银行将根据方程式支付客户本金加上回酬（若有）。

2.4 Notwithstanding anything herein contained, the Bank has the absolute discretion not to proceed with the investment of the Principal Amount on or before the Start Date for any reasons whatsoever, including without limitation, the lack of or insufficiency of funds for carrying out Customer's investment Instructions or if the Bank's investment target is not met.

尽管在此所包含的任何条款，本银行绝对有权在投资起始日或之前，基于任何理由不进行本金额的投资，理由可包括惟不限于缺乏足够资金进行有关投资指示或若达不到银行的投资目标。

2.5 The Bank may, from time to time and at its discretion, accept and act upon instructions from the Customer, whether oral or written and whether given by telephone, post, facsimile transmission or other electronic means ("Instructions") and the Bank shall be entitled to rely, act on and treat such Instructions as the proper and duly authorised instruction of the Customer without enquiry on the part of the Bank as to the identity of the person giving or purporting to give such notice or instructions or as to the authenticity of such Instructions. The Investment executed pursuant to such Instructions shall be binding on the Customer and shall be for the Customer's account and risk. The Bank shall bear no responsibility nor be liable for acting on any such Instructions, unless the loss is attributable solely to the negligence of the Bank. Instructions once issued are irrevocable. The Bank shall be entitled to record all telephone conversations and Instructions relating to each Investment and the Customer agrees that the Bank shall be entitled to use such recordings and transcripts thereof as evidence in any dispute. The Customer acknowledges that the Bank is only required to carry out Instructions in accordance with its established and regular business practices, procedures and policies and accordingly may at its discretion decline any Instructions.

本银行可不时并根据本身判断，接受客户透过电话、邮件、传真或其他电子方式所给予的指示（简称“指示”）来行事，而本银行可仰赖这些指示来行事，并可把这些指示当作客户适当与正式授权之指示，银行没有责任加以求证有关给予指示或据称给予指示之人士的身份，以及有关指示之真实性。根据这些指示所执行的投资，对客户有约束力，而客户须负责并承担风险。除非能把有关亏损完全归咎于本银行的疏忽，否则本银行毋须就执行任何有关指示，承担或负任何责任或义务。指示一经发出即不可撤回。银行有权对所有电话交谈进行录音，并记录每项投资的指示，客户也同意一旦有任何争议，银行有权运用这些录音与文字记录作为证据。客户认可银行只须按照其惯常营运方式、程序与政策来执行其指示，并根据其判断力来拒绝任何指示。

2.6 The Bank will issue confirmation to the Customer ("Confirmation") after the execution of each Instruction. The terms specified in each Confirmation shall be deemed to be agreed by the Customer unless the Bank receives notice in writing from the Customer of any errors within seven (7) days or such other period specified by the Bank, after the Start Date. All Confirmations shall be final, conclusive and be binding on the Customer, in the absence of manifest error.

本银行会在执行每项指示后发出确认通知给客户（简称“确认通知”）。每项确认通知所注明的条款，被视为已获客户同意，除非在投资起始日后的7天内或银行所注明的期限内，银行接获客户书面通知指出任何错误。否则所有确认通知皆属最终与确定资讯，并对客户具有法律约束力，没有任何明显的错误。

2.7 The execution by the Bank of any Instructions shall constitute a binding contract and the Customer shall be bound to perform the contract according to its terms. Such transactions will not be subject to receipt by the Bank of any written confirmation from the Customer or receipt by the Customer of a Confirmation issued by the Bank and if the Customer fails to perform its obligations, the Customer will be liable for and shall indemnify the Bank for all cost and losses incurred or suffered.

银行执行的任何指示将构成有法律约束力的合约，客户须按照条款履行有关合约。银行无须收到客户的书面确认通知，客户也无须收到银行的确认通知，以执行这类交易。倘若客户未履行其义务，客户须负责，并补偿银行所蒙受的所有费用与亏损或损失。

2.8 Any Confirmation, notice or communication to the Customer shall be validly given if it is sent by facsimile, by personal despatch or courier, by ordinary post or by e-mail to the Customer's last known residential/office address or its e-mail address registered with or maintained by the Bank or is communicated to the Customer by telephone.

只要确认通知或通讯以传真、亲手递送或快递、平邮或电邮寄至客户最告知的住宅或办公地址，或者客户在银行注册或存档的电邮地址，或者银行透过电话与客户沟通，客户皆被视为已获得有效通知。

2.9 The Bank shall be under no duty to enquire into the genuineness or authenticity of the Instructions and these Terms and Conditions shall not be affected by any misuse or unauthorised use of such communication. The Customer shall indemnify the Bank in full against all loss, claims, demands, costs, damages, expenses and all other liabilities whatever which the Bank may incur in consequence of its accepting and acting on such Instructions unless the loss is attributable solely to the negligence of the Bank.

银行没有义务去求证有关指示的真实性与确实性，而这些条款与条件不应受到这类讯遭滥用或盗用所影响。若银行因接受这类指示或按照指示行事而蒙受任何亏损、索偿、索求、费用、损失、开销或其他责任，客户须对银行进行补偿，除非能把有关亏损完全归咎于本银行的疏忽。

### 3 Calculation Agent / 计息机构

3.1 The Bank shall be the calculation agent for the purposes of determining the various amounts payable or the value of the Underlying Asset, as the case may be. The Bank shall discharge its duty as calculation agent in good faith.

本银行是计息机构，以鉴定各类应付款项或者旗下资产的应有价值。本银行将有诚信地履行计息机构的角色。

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## 4 Withdrawal of the Principal Amount Subject to the Consent of the Bank / 本金提款须获银行同意

4.1 Withdrawal of the Principal Amount prior to the Start Date or Maturity Date, as the case may be, may only be made with the consent of the Bank and upon such terms and conditions as the Bank may impose, including premature withdrawal charges and/or administrative fees, such charges are calculated as the replacement cost of the Investment for the remaining tenor at the then prevailing market rate which can result in the Customer losing all or part of the Principal Amount invested. No Returns will be payable on the Principal Amount on premature withdrawal of the Investment unless stated otherwise in the Term Sheet.

在投资起始日或期满日之前提取本金额，须获银行同意，银行亦可实施相关的条款与条件，包括未到期提款收费与/或手续费，这类费用是根据当前市场利率计算，作为剩余期限投资的重置成本，这可能导致客户损失全额或部分的本金。未到期提款的本金额，将不会获得任何投资回酬，除非条款说明书上另有说明。

4.2 Any premature withdrawals must be for the whole Principal Amount and not part thereof. Any instructions for premature withdrawal must be received on or before the 15<sup>th</sup> and last business day of each month or such other time frame permitted by the Bank for Principal Protected Investments and for Non-Principal Protected Investments, such instructions may be given to the Bank within such time frame specified by the Bank and payment of the Principal Amount less any premature withdrawal or early termination charges and/or other charges may be made 5 Business Days after the Bank's receipt of the instructions. Where instructions for premature withdrawal of Principal Protected Investments are received after the 15<sup>th</sup> and last business day of any month (or such other permitted time frame), the instructions will be processed the following month, unless otherwise agreed by the Bank.

未到期提款须提取全部本金额，而非提取部分本金额。未到期提款的指示须在每个月15日之前传达给银行，或者银行就保本投资与非保本投资所另外指定的期限，这些在银行指定期限内发出的指示，扣除任何未到期提款费用或提前终止收费或其他费用后的本金额付款，将在银行接获指示后的5个营业日支付。若保本投资的未到期提款指示在当月的15日过后提出（或其他受允许的期限），有关指示将在下一个月获处理，除非另获银行同意。

4.3 Premature withdrawal of Investments (whether for Principal Protected Investments or Non Principal Protected Investments), in addition to the consequences in Clause 4.1 and 4.2, may also have the effect of reducing the expected Returns and/or reducing the amount of principal and/or give rise to capital losses.

未到期提款（无论是保本或非保本投资），除了第4.1与4.2条文所列明的情况，也会面对预期回酬减少与/或本金额减少与/或资本亏损扩大等情况。

## 5 OCBC Bank Not Liable / 华侨银行不负责以下情况

5.1 The Bank shall have no liability whatsoever to the Customer and shall not in any way be liable for any delay or failure on its part to perform any obligations hereunder or for any inconvenience, loss, injury, damages suffered or incurred by the Customer due to any reason beyond the Bank's control, including but not limited to restrictions on convertibility or transferability, fire, earthquake, flood, epidemic, natural catastrophe, accident, riots, civil disturbances, industrial dispute, act of public enemy, embargo, war, act of God or any failure or disruption to telecommunication, network services, electricity, water, fuel supply (such as breakdown or failure or temporary disruption of transmission or communication or computer facilities, network services or electrical power outage) or any factor in a nature of a force majeure.

无论在什么情况下本银行，皆不对因超出银行掌控能力以外的事件，而延误履行任何义务，进而导致客户所蒙受的不便、亏损、受伤、损失，有关事件包括但不限于可转变性或可转让性所面对的限制、火灾、地震、水灾、流行病、天灾、意外、暴动、民事骚乱、劳资纠纷、公敌行为、禁运、战争、不可抗力或任何通讯、网络服务、电源、水供、能源供应（有关故障或中断或暂时中断传送与通讯或电脑设施、网络服务或停电）中断或受干扰，或者其他人力不可抗力的自然因素承担任何责任。

## 6 Payments / 付款

6.1 The Bank shall be discharged from its entire liability with respect to the Investment when:-

一旦发生以下事故，本银行将免除就投资所须负起的任何责任：-

a) the Principal Amount and Returns(if any) is credited by the Bank on the Maturity Date in accordance with Clause 2.2(c) to the account of the Customer maintained with the Bank; or

本银行根据第2.2(c)条文在期满日将本金额与回酬（若有）存进客户在银行开设的帐户；或者

b) the Principal Amount and Returns (if any) are credited by the Bank in accordance with Clause 2.2(d) to the account of the Customer maintained with the Bank; or

本银行根据第2.2(d)条文在期满日将本金额与回酬（若有）存进客户在银行开设的帐户；或者

c) the amount due to the Customer as determined by the Bank, is credited by the Bank in accordance with Clause 4 to the account of the Customer maintained with the Bank; or

银行鉴定应支付给客户的款项，根据第4条文存进客户在银行开设的帐户；或者

d) the Principal and Returns are credited by the Bank on the Maturity Date in accordance with Clause 2.3 (c); or

银行根据第2.3(c)条文在期满日将本金额与回酬（若有）存进客户在银行开设的帐户；或者

e) the Underlying Asset at the value determined by the Bank in accordance with the Term Sheet is delivered to the Customer in accordance with Clause 2.3 (b).

银行根据第2.3 (b) 条文并根据条款说明书所鉴定的旗下资产价值，交付给客户。

(f) Bank shall be entitled to effect the payments under this Clause net of any deductions, withholding tax or any other taxes, including goods and services tax or levies imposed on such payments or transfers under the law.

本银行有资格在此条下执行付款，扣除任何须扣除额、预扣税或其他税务，包括在法律下所须缴付的物品与服务税或税务之付款或转帐。

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6.2 In the event that any goods and services tax, consumption tax, value added tax or any tax of similar nature is now or hereafter required by law to be paid on or in respect of any sums payable to the Bank, the same shall (except to the extent prohibited by law) be borne by you and you shall pay to the Bank on demand a sum equivalent to the amount of such goods and services tax or other taxes, levies or charges. 若就银行任何可支付金额今后须按照法律缴付商品与服务税、消费税、增值税或任何类似性质的税务，有关税务（除非是法律所禁止）应由您承担，您须在一经要求时即支付与有关商品与服务税或其他税务、征税或费用相等的金额给银行。

## 7 Miscellaneous / 杂项

7.1 These terms and conditions shall be governed by the laws of Malaysia and the Customer irrevocably agrees to submit to the non-exclusive jurisdiction of the courts of Malaysia. 此条款与条件受马来西亚法律所监管，而且客户也不可撤销地同意遵守马来西亚法庭的专属司法管辖权。

7.2 In the case of Investments held in joint names, the Investment will vest in the survivor in the event of death of one of the Customers. Upon the Bank's receipt of notice of death of any one of the Customers the Bank shall be entitled to pay the Investment on its maturity or early termination, as the case may be, to the survivor. Prior to such payment, the Bank shall be entitled with 7 days prior notice to set off the indebtedness of any of the Customer under any account with the Bank and/or with any company within the OCBC Group (as defined below) from the Investment. All obligations and covenants in these terms and conditions shall be deemed to be made by and binding on each of the Customers jointly and severally.

当“客户”一词是指两人或以上人士，这些条款与条件的义务与协议将共同地与各自地约束每一人，而有关投资属联名投资而且所有共有人均有权优先继承另一方的权益 (right of survivorship) 有关投资不因其中一人身故或丧失工作能力而失效，反而仍对其他客户有效。一旦得知一人或多名客户身故，银行有权支付投资给唯一幸存者或以联名方式支付投资给其他幸存者，惟银行有权在支付有关款项之前，有权在发出七天事先通知后，可先从其投资额抵销有关客户在本银行与/或华侨银行售内任何公司（如下所定义般）的任何债务。

7.3 In the case of corporate Customers, all obligations and covenants in these Terms and Conditions shall be binding on and enure for the benefit of the successors-in-title of the Customer. 若是企业客户，这些条款与条件的所有义务与协议将对客户的继任者有约束力与效力。

7.4 In the case of Investments held in joint names, all instructions shall be given by all the Customers, named in the Application Form, unless otherwise instructed in writing by all the Customers. In the case of corporate Customers, all instructions shall be given by the person authorised by the corporate Customer. If prior to acting on any instructions given by the authorised person, the Bank receives contradictory instructions from the other Customer or Customers; the Bank may choose to act only on the mandate of all the Customers.

在联名申请的情况下，所有指示须由申请表格内所注明的所有客户发出，除非所有客户以书面另外提出的其他指示安排。若是企业客户，所有指示须由企业客户所授权的人士所发出。若银行在执行经授权人士发出的指示之前，收到其他客户的相反指示时，银行可选择只遵照所有客户的委托行事。

7.5 In addition to any general lien or similar right to which the Bank may be entitled by law, the Bank shall be entitled at any time by giving 7 days prior notice to the Customer to combine, consolidate or merge this account with all or any of the Customer's accounts with the Bank and set-off any amount or transfer any sum standing to the credit of any such account(s) with the Bank in or towards satisfaction of the Customer's liabilities with the Bank and/or with any company within the OCBC Group (as defined below).

除了拥有法律的任何一般留置权或相同权利之外，本银行也可随时在向客户发出七天事先通知后，将客户在华侨银行的所有或任何帐户合并、综合或联合，并以华侨银行集团的任何一间机构，将帐户内款项用来抵销或转账至任何帐户，或来帮助客户补偿拖欠华侨银行或华侨银行集团内任何公司之债务。

7.6 Subject to the Customer's express instruction (if any) restricting disclosure, the Customer's personal data, account details, relationship with the Bank and the terms of the Investments ("Information") will be disclosed to persons or bodies to whom the Bank is legally required or permitted by law to disclose or is approved in writing by Bank Negara Malaysia to disclose or is now or hereafter permitted in writing by the Customer to disclose.

本银行将在受合法要求或法律允许下，或在马来西亚国家银行书面同意或者客户现在或以后书面允许下，披露客户的个人资料、账户资料、与本银行的关系与投资条款（简称“资料”）给相关人士或机构，除非客户明确指示（若有）限制这类披露。

7.7 Without limiting Clause 7.6, the Customer expressly consent to the disclosure of the Information to the parties and for the purposes set out in the table below:

在不限制第7.6条款的情况下，客户明确地同意披露资料给如下表所列的人士以及用途：

	<b>Parties to Whom Information can be Disclosed</b> <i>可向其披露资料的人士</i>	<b>Purposes/Circumstances for Disclosure of Information</b> <i>披露资料的目的/情况</i>
1.	The Bank's data processors and service providers, both within and outside Malaysia; 本银行在马来西亚境内与境外的数据处理员或服务供应者；	For the performance of services for the Bank. 为本银行履行服务。
2.	The Bank's related corporations and associated companies, both in or outside Malaysia, their assignees and successors-in-title; 本银行在马来西亚境内与境外的相关机构与附属公司，他们的受托人与权利继承人；	For cross selling, service improvement and market research. 以进行交叉销售、改进服务与市场调查。
3.	Regulatory bodies, government agencies, tax authorities, the police, law enforcement bodies and courts, both within and outside Malaysia; 马来西亚境内与境外的监管机构，政府机构，税务部门，警察，执法机构与法院；	For compliance with law and regulations. 以遵守法律与条例。

### **WARNING**

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	<b>Parties to Whom Information can be Disclosed</b> <b>可向其披露资料的人士</b>	<b>Purposes/Circumstances for Disclosure of Information</b> <b>披露资料的目的/情况</b>
4.	Cagamas Berhad, Credit Guarantee Corporation (Malaysia) Berhad and other governmental agencies set up to acquire loans or stand as guarantor for loans, mortgage insurers and reinsurers; 马来西亚再抵押机构 (Cagamas Berhad)、大马信贷担保机构 (Credit Guarantee Corporation (Malaysia) Berhad, 简称“CGC”)及成立来收购贷款或作为贷款担保人的其他政府机构、抵押保险公司与再保险公司;	For sale or proposed sale of loans or to obtain guarantee or mortgage insurance or insurance for the property (if any) charged to the Bank. 出售或拟议出售贷款, 或就已抵押给本银行的财产 (若有) 取得担保或抵押保险或保险。
5.	The Customer's guarantor(s), security party(ies) and third parties (such as purchaser of any property charged to the Bank); 客户的担保人、保证方与第三方 (例如任何抵押给本银行的财产之购买者);	Parties who have liability for the facilities or have entered into agreement to purchase any property charged to the Bank or intend to settle the facilities. 对贷款有义务或已签署协议以购买任何抵押给本银行的财产或有意偿还有关贷款之人士。
6.	Vendors, proprietors, contractors of property (if any) given or intended to be given as security to the Bank and custodians; 已给予或有意给予本银行或保管人作为抵押的财产 (若有) 之卖方、业主、承包商;	Parties who have entered or intend to enter into commercial transaction with you or the security party which are financed or part financed by the Bank. 已与您或保证方, 或有意与您或保证方进行受银行融资或部分融资的商业交易之人士。
7.	Lawyers, valuers, accountants, quantity surveyors, insurers, insurance brokers, specialists in fraud, information technology and other professionals/ consultants/specialists to render professional or specialist services to the Bank in relation to any matter of law, accountancy, valuation, insurance or any other matters requiring professional or specialist knowledge or advice; 律师、估价师、会计师、估算师、保险公司、保险经纪、反欺诈专家、资讯科技与其他为银行提供有关法律、会计、估值、保险或其他需要专业或专门知识或咨询的专业服务或专科服务的专业人士/顾问/专家;	For professional advice and consultation from professionals engaged by Bank. 以取得本银行聘请的专业人士所提供的专业咨询与磋商。
8.	The Customer's authorised agents, executor, administrator or legal representative; and 客户授权的代理、遗嘱执行人、遗产管理人或法律代表; 以及	For purpose of managing the Customer's affairs. 以管理客户的事务。
9.	The Bank's assignees or acquirers, potential assignees or acquirers and successors-in-title. 本银行的受让人或收购者、潜在受让人或收购者与权利继承人。	For reorganization including disposal of the whole or any part of the Bank's business. 为了重组, 包括出售本银行全部或部分业务。

7.8 The Customer irrevocably consents to and authorizes the Bank to conduct credit checks and verify information given by the Customer to the Bank, with any party (including without limitation with any credit bureau, organization or corporation set up for the purposes of collecting and providing credit or other information).

客不可撤销地同意并授权本银行向任何一方 (包括惟不限于任何的信用资料社、为了收集并提供信贷或其他讯息而成立的组织与机构) 进行信贷调查并核实客户提供给本银行的资讯。

7.9 The Customer consent to the Bank's disclosure of the Customer's personal data (limited to the Customer's name and contact details) to organizations within OCBC Group (in Malaysia) which are in an arrangement or alliance with the Bank, for the purpose of direct marketing of these organisations' products and services. The Customer may at any time withdraw his/her/their consent for direct marketing of such products or services by written request to the Bank.

客户同意让本银行披露客户个人资料 (只限客户姓名与联络详情) 给马来西亚境内华侨银行集团内任何公司与本银行联盟的组织, 以直接营销这些组织的产品与服务。客户可随时写信要求本银行, 以取消他/她/他们同意这类产品或服务的直接营销。

7.10 The Customer acknowledges having read the Bank's Privacy Policy posted at the Bank's website which notified the Customer that (i) the Bank may collect the Customer's personal data directly from the Customer or from third party sources (ii) purpose for which the Customer's personal data is collected; (iii) the Customer's right to access the Customer's personal data and correct it; (iv) the class of third parties to whom the Bank may disclose the Customer's personal data; (v) the choices and means for limiting the processing of the Customer's personal data; (vi) whether the personal data requested is obligatory or voluntary, and if obligatory, the consequences for not providing such data; (vii) that the Customer must update his/her/their personal data as soon as there are changes; and (viii) the Bank's contact details if the Customer wishes to make inquiries or give feedback.

客户承认已阅读本银行张贴在银行网站的保护隐私政策, 以通知客户以下事项: (i) 本银行可直接向客户或透过第三方收集客户的个人资料; (ii) 收集客户个人资料的用途; (iii) 客户获取客户个人资料并予以改正的权利; (iv) 本银行可披露客户个人资料的第三方类别; (v) 限制处理客户个人资料的选择与方式; (vi) 所须的个人资料属于强制性或自愿性, 若是强制性, 不提供有关资料的后果; (vii) 个人资料若有更改, 客户须尽快更新; 以及 (viii) 本银行联系详情, 以方便客户提出询问或给予反馈。

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7.11 The Customer may not assign any of his rights, title or interest in or to the Investments without the Bank's prior written consent.  
客户不会在未获得银行书面同意之前出让其权益、权利或利益或投资给其他人士。

7.12 The Bank reserves the right to amend, supplement and/or supersede these Terms and Conditions from time to time by giving 21 days' notice through any modes or methods as the Bank deems suitable including without limitation by post, notification in the mass media or posting the notice in the Bank's branches or inserting the notice into the periodic statement of account, by electronic communication (including via facsimile or internet) or posting at the Bank's website. Such changes to the Terms and Conditions shall take effect on the date specified by the Bank, and shall be deemed accepted without reservation by the Customer's continuation of his Investment or making further Investments with the Bank.

银行保留权利以修改、附加与/或取代这些条款与条件，并以银行认为适当的任何方式发出二十一天通知于客户，包括惟不限于邮寄、或通过报章致给一般公众的广告宣传或 贴在任何一间华侨银行分行、或夹在定期结单的通知、通过电子通讯（包括传真与互联网）或在华侨银行网站。条款与条件之有关修改将按银行所指定的日期生效，继续投资于本银行的客户将被视为毫无保留地接受有关修改。

7.13 The relevant Term Sheet and these Terms and Conditions shall govern the respective Investment and if there is any conflict between these Terms and Conditions and the relevant Term Sheet, the terms and conditions in the Term Sheet shall prevail. In these Terms and Conditions, "Business Day" means a day other than Saturday, Sunday or a banking holiday on which the Bank is open for business in Kuala Lumpur.

相关的条款说明书与条款与条件应监管着相关投资，若本条款与条件与相关条款说明有所抵触，将以条款说明书内的条款与条件为准。在这些条款与条件内，“营业日”是指星期六、星期日或银行公共假期以外，即吉隆坡银行营业的日子。

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## **警告**

您这项结构性投资之回酬将受到潜在资产/相关投资表现的影响。若您提早赎回，可能会危害到您的投资本金。

此结构性产品投资不获马来西亚存款保险机构保障。