

## 1 Provision of OCBC Investment Services

- 1.1. OCBC Bank (M) Bhd (“the Bank”) may at its sole and absolute discretion, provide OCBC Investment Services to the Customer desirous of holding, subscribing, switching, transferring or redeeming of Units in any Fund. The Bank may from time to time agree with the Customer to act on the instructions of the Customer for holding, subscription, switching, transfer or redemption of Units, the processing of such transactions and the provision of OCBC Investment Services.
- 1.2. The acceptance by the Customer of the terms and conditions herein contained constitutes a valid and subsisting agreement between the Customer and the Bank under which the Bank may act on the Customer's behalf in connection with the acquisition or sale of any Units by the Customer in accordance with the terms and conditions herein.
- 1.3. Any application for the holding, subscription, switching, transfer or redemption of Units may be made by completing and signing the Bank's Buy, Switch or Sell Funds form or in such other manner as the Bank may make available to the Customer for holding, subscription, switching, transfer or redemption of Units such as applications by use of Electronic Services or Internet applications provided the legal requirements are complied with. The Bank reserves the right to reject the application for holding, subscription, switching, transfer or redemption of the Units without assigning any reasons thereof.
- 1.4. The Bank will make available to the Customer the most recently published editions of Prospectuses issued by or relating to one or more Fund and other materials supplied by Managers or Fund such as the latest annual reports and semi-annual reports (if available) of the relevant Fund. A Prospectus relating to the relevant Fund will be given with each application form and each application shall be made pursuant to the Prospectus.

## 2 Instructions for Holding, Subscription, Switching, Transfer or Redemption of Units

- 2.1. The Bank will on behalf of the Customer (whose identity will not be disclosed to the Managers or Fund) place orders or send requests for holding, subscription, switching, transfer or redemption of Units for the Customer upon receipt of duly completed relevant application and payment (of cleared funds) from the Customer in relation to each holding, subscription, switching, transfer or redemption of Units by Customers.
- 2.2. Applications for holdings, subscription, switching, transfer or redemption of Units by Customers may be aggregated and consolidated either daily or from time to time by the Bank and such orders or requests will be placed or sent by the Bank to the relevant Managers or Fund.
- 2.3. When the Bank has placed an order (consolidated or otherwise) for the subscription of Units or for switching of Units with the relevant Manager or Fund, the Manager or Fund will issue the relevant Units to and register the Units in the name of the Custodian as custodian. The Units so issued will be allotted or allocated among the relevant applicants in any order or manner as the Bank determines.
- 2.4. Payment of the subscriptions monies and/or all monies acquired for holding, subscription, switching, transfer or redemption, and/or any fees, costs or any other expenses which the Customer is liable to pay under these terms and conditions, shall be made in available and freely transferable cleared funds.
- 2.5. The Customer agrees to make payment by way of direct debit of the Customer's account with the Bank. The Bank is irrevocably authorised by the Customer to debit against the Customer's account all monies required for holding, subscription, switching, transfer or redemption, and/or fees and expenses payable by the Customer. The Customer undertakes to maintain or make arrangement with the Bank to have at all times sufficient funds for making such payments or debits. Should there be insufficient funds in the relevant account of the Customer for making such payments or debits, the Bank shall be entitled to reject or refuse to carry out the Customer's instructions. The Bank may at its discretion allow any debit to be made even if such debit were to result in the account being overdrawn or in excess of credit limits. The Bank is entitled to impose interests and charges at their usual rates and in accordance with their standard practice on such overdrawn accounts until full payment. The Bank may sell the Units held beneficially by the Customer and kept with the Custodian and set off or transfer funds from other accounts maintained by the Customer with the Bank in settlement of such debts owing to the Bank.
- 2.6. Redemption proceeds received by the Bank will be paid or credited in the manner specified in the application. The redemption proceeds will be net of any fees, charges or expenses incurred in connection with the redemption. The Bank is not obliged to ascertain the adequacy of the redemption monies received.
- 2.7. Any payment made by the Bank pursuant to any instructions signed or made or purporting to be signed or made by the Customer or the Customer's authorised signatory shall be a complete discharge and will absolve the Bank from any liability to the Customer or to any other party.
- 2.8. Subscription or redemption orders or switching or transfer instructions specified in any application received from the Customer by the Bank on any Dealing Day before the cut-off time specified or determined by the Bank in its discretion, may at the Bank's sole discretion be consolidated with other applications (if any) and the Bank will use all reasonable endeavours to place an aggregated and consolidated order or request to the relevant Manager or Fund for the same Dealing Day if payment in respect of the application is received in freely transferable cleared funds on Dealing Day before cut-off time or the time of payment determined by the Bank is before cut-off time. If such order or request is not or cannot be carried out on the same Dealing Day for any reason, the Bank shall be entitled to place or to carry out such order and request on the next Dealing Day or the date when the payment is cleared (whichever is later) and any such transaction shall be binding on the Customer. Applications received after the specified cut-off time shall be deemed to be an application received by the Bank on the next Dealing Day and the above conditions will apply.
- 2.9. Where any payment is made by the Customer to the Bank in respect of any subscription, switching or transfer of Units in a currency other than the currency in which the Fund is denominated, the Bank shall be entitled to convert the currency in which payment is made to the Bank to the currency in which the Fund is denominated to make the necessary payment for the transaction at the rate of exchange determined by the Bank in its discretion.

- 2.10. Where any payment is made by the Bank to the Customer in respect of redemption of Units in a currency other than the currency in which the Fund is denominated, the Bank shall be entitled to convert the currency in which the Fund is denominated to the currency in which payment is made by the Bank to the Customer in respect of the transaction at the rate of exchange determined by the Bank in its discretion.
- 2.11. Where any payment is made in foreign currency notes in respect of any subscription or redemption of Units, the Bank shall be entitled to charge, retain or deduct a commission. The Bank shall be entitled to charge, retain or deduct bank charges, collection charges, commission and other costs and expenses where any payment is made by the Customer to the Bank.
- 2.12. The Customer will receive a confirmation statement from the Bank in respect of any holding, subscription, switching, transfer or redemption of Units issued to or switched by or to, or transferred by or to or redeemed by the Bank for the Customer. The Customer will also receive from time to time a statement of holdings indicating the number of Units issued by the Manager or Fund and kept with the Custodian as nominee for the Bank holding the same as nominee for the Customer.
- 2.13. Dividends declared by any Manager or Fund will, at the option of the Customer be withdrawn or be reinvested in the Fund as authorised by the Customer, as the case may be.
- 2.14. Where the Customer instructs or requires a switching of Units, the Bank will subscribe for Units required by the Customer only after the confirmation and completion of the redemption of the relevant existing Units which are being switched.
- 2.15. The Customer acknowledges that any Manager or Fund which receives the subscription or redemption order from the Bank is not obliged to accept the order in part or whole. The Bank shall not be liable or responsible for any action or rejection on the part of any Manager or Fund in respect of any subscription or redemption order. The Bank or its Custodian shall have no responsibility or liability for ensuring that the relevant Manager or Fund allots the Units or for any losses including any loss of investment opportunity which the Customer may suffer or incur as a result of any refusal to accept or delay in accepting such subscription or redemption order by the Manager or the Fund.
- 2.16. The Bank may appoint agents or sub-agents for such purposes or functions as the Bank may think fit.
- 2.17. All instructions, orders or requests for holding, subscription, switching, transfer or redemption of Units by the Customer will remain effective for the protection of the Bank notwithstanding the Customer's death or bankruptcy or the revocation of such instructions, order or request by any other means until notice of the Customer's death or bankruptcy or such revocation is received by the Bank.

### **3 Systematic Investment Plans**

#### **3.1. Monthly investment plan**

- 3.1.1. The Customer may apply for the establishment of a monthly investment plan by filling up the Bank's Buy, Switch or Sell Funds form.
- 3.1.2. Pursuant to the monthly investment plan the Customer shall make monthly payments of a fixed minimum sum into the Customer's bank account specified in the Bank's Buy, Switch or Sell Funds form. Such payments may be equal to or higher than the amount prescribed by the Manager of the relevant Fund regarding any regular investment scheme.
- 3.1.3. The Customer will select the Units to be subscribed or purchased under the monthly investment plan. Payment for Units selected by the Customer under the monthly investment plan will be debited from the Customer's bank account on a specific day of each month ("Debit Day") determined by the Bank. Where the Debit Day is a public holiday, the account will be debited the next business day.
- 3.1.4. Where any payment is made by the Customer to the Bank for subscription of Units under the monthly investment plan in a currency other than the currency in which the Fund is denominated, The Bank shall be entitled to convert the currency in which payment is made to the Bank to the currency in which the Fund is denominated to make the necessary payment for the subscription at the rate of exchange determined by the Bank in its discretion two business days after Debit Day.
- 3.1.5. The period fixed for the monthly investment plan shall not be less than six (6) months or such other minimum period as may be determined by the Bank at its absolute discretion. The monthly investment plan will remain effective for the period fixed by the Bank or until the lapse of at least 30 days from the receipt of the Customer's written notice to terminate the monthly investment plan, whichever is the earlier.
- 3.1.6. In the event that the debit from the Customer's bank account for the monthly investment plan is unsuccessful no investment will be made in that month unless the Bank agrees to make the investment upon receipt of funds from the Customer during that month. The monthly investment plan will be terminated if the Customer has insufficient money in the Customer's bank account for debiting in three (3) consecutive months. Notification of such termination will be sent to the Customer.
- 3.1.7. Units purchased under the monthly investment plan will be purchased at the prevailing price including all charges in relation to the Fund as stated in Prospectus on the Debit Day except where payment is made in the currency other than in the currency that the Fund is denominated, in which case Units will be purchased at the prevailing price of the Fund two business days after the Debit Day.
- 3.1.8. The Bank shall not be liable for any losses or damage suffered by the Customer by reason of or connected with the monthly investment plan made by the Customer or the Bank under the monthly investment plan transactions or anything done or omitted by the Bank in relation thereto.

#### **3.2. OCBC|Stabiliser plan**

- 3.2.1. The Customer may apply for the establishment of an OCBC|Stabiliser plan ("the Plan") by filling up the Bank's Buy, Switch or Sell Funds form.
- 3.2.2. The Customer shall make a lump sum investment of a minimum amount determined by the Bank to participate in this Plan and any incremental shall be in multiples of RM1,000 or any other amount determined by the Bank for each Fund ("the Lump Sum Amount").

- 3.2.3. The Lump Sum Amount or the balance of the Lump Sum Amount not invested will be placed in a separate savings account (“Operating Account”) opened by the Customer with the Bank.
- 3.2.4. The Lump Sum Amount will be invested in the Fund selected by the Customer from a list of Funds provided by the Bank (“the List”) at the commencement point of the Plan.
- 3.2.5. The Lump Sum Amount will be divided into equal portions (“the Regular Investment”) over the tenure of the Plan and the Customer will complete a standing instruction to authorise the Regular Investment to be invested into the selected Funds in accordance with the distribution instructions indicated by the Customer in the Buy, Switch or Sell Funds form.
- 3.2.6. For the Lump Sum Amount not yet invested, the Customer may during the tenure of the Plan :
- a) change his selection of Funds (based on the latest List) and/or his distribution instructions subject to payment of a processing charge imposed by the Bank; or
  - b) withdraw the full un-invested amount through closure of the Operating Account.
- 3.2.7. For the Lump Sum Amount invested, the Customer may during the tenure of the Plan:
- a) switch to another Fund within the same fund house (intra-fund house switch) listed in the latest List subject to the payment of switching fees (if any) and the terms and conditions of such Fund; and/or
  - b) redeem the existing Fund invested by the Customer at the prevailing value and subscribe to any other Fund listed in the latest List at the prevailing value together with the sales and/or service charges and the terms and conditions of such Fund.
- 3.2.8. The Bank reserves the right to amend the List from time to time without assigning any reasons thereof. The Bank will give notice of any amendments to the List to the Customer in any of the modes specified in Clause 11.1.
- 3.2.9. This Plan cannot be used in conjunction with other promotional pricing, preferential rates or birthday programs running concurrently.
- 3.2.10. The first Regular Investment will be invested on the date coinciding with the commencement of the Plan and the subsequent Regular Investments will be invested at monthly intervals on the dates specified by The Bank.
- 3.2.11. The Customer will be entitled to a Cash Bonus at the rate as indicated in the Buy, Switch or Sell Funds form (“Cash Bonus”) and payable at such intervals prescribed by the Bank
- 3.2.12. The Cash Bonus will be credited into an OCBC Current Account or Savings Account nominated by the Customer (“Transactional Account”) as indicated in the Buy, Switch or Sell Funds form.
- 3.2.13. The Customer is required to open an OCBC Current Account or Savings Account if the Customer does not have such account. The Bank shall not be responsible for seeking alternative payment methods to the Customer nor will it be liable for any interest on unclaimed monies for the period in which it is unclaimed should the Transactional Account cease to exist at the point of payment of the Cash Bonus.
- 3.2.14. Any cancellation of the investment during the Cooling-off Period (as defined in Clause 4.1 below) or withdrawal of any portion of the remaining Lump Sum Amount which have yet to be invested through the Plan by the Customer shall be deemed to be non-completion of the Plan. In the event of non-completion, any future payments of the Cash Bonus which have not been paid out will cease.
- 3.2.15. All the existing Terms and Conditions for the respective Funds, and the Bank’s Savings Account and Current Account shall continue to apply herein.
- 3.2.16. The Bank shall not be liable for any losses or damage suffered by the Customer by reason of or connected with the Plan made by the Customer or the Bank under the Plan’s transactions or anything done or omitted by the Bank in relation thereto.
- 3.3. **Regular payment order (“Order”)**
- 3.3.1. Upon approval of the Customer’s application for the regular payment by the Bank, the Bank shall debit the stipulated amount from the Customer’s current/saving account maintained with the Bank to make regular payment into the Fund as indicated by the Customer in the Bank’s Buy, Switch or Sell Funds form. The customer undertakes to ensure that sufficient funds are kept in the regular payment Account to meet this regular payment. The Bank shall not be responsible to debit the regular payment Account to make regular payment where there are no available/insufficient funds in the Customer’s regular payment Account or where the regular payment Account of the Customer has been terminated or suspended for any reason whatsoever.
- 3.3.2. This payment Order is subject to any arrangement now subsisting or which may hereafter subsist between the Customer and the Bank in relation to the account or any banking accommodation accorded to the Customer.
- 3.3.3. The Bank may at its absolute discretion terminate this Order as to future payments at any time by notice in writing to the Customer at any time after being advised by the payee that no further payment is required, or without assigning any reason thereof.
- 3.3.4. Any instruction to stop effecting any regular payment shall be deemed as instruction to terminate this Order. Reactivation of the Order for subsequent payments will require execution of a fresh Order.
- 3.3.5. The Bank may levy a charge on all standing instructions on due dates which may not be refunded even if the instruction is not effected for insufficient funds.
- 3.3.6. Where payment cannot be made due to insufficient funds in the account, the Bank shall not effect payment for the payment date concerned. Further payments shall only be made on the next subsequent payment date. The Customer is required to make alternative arrangement to effect the payment concerned.
- 3.3.7. The Bank should be notified of any alterations and cancellations on this payment order at least two weeks before payment date.

## 4 Cooling-off Right

- 4.1. The cooling-off right is only applicable once for any Customer who is investing for the first time in any Funds with the Bank. The cooling-off right is not applicable for any subsequent investment by the same customer in any Funds with the Bank. If the investment in the Fund is cooled-off, the Customer will receive the refund of the Fund investment amount and the Fund service charge paid. The Cooling-off Period is a period of six (6) business days commencing from the date of receipt of the application by the Bank or such other period specified by the relevant authority.

## 5 Custody of Units or Funds' Investments

- 5.1. The Bank requires that the Custodian hold Units or investments in the Fund held by it as nominee for the Bank which in turn shall hold any such Units beneficially owned or held by the Customer as nominee for the Customer.
- 5.2. The Bank shall not be obliged to send to the Customer any documents such as notices, proxies, circulars, rights etc or notify the Customer of the same or the receipt of the same.
- 5.3. The Bank shall not be under any duty or obligation to make arrangements with the Custodian or require the Custodian to attend any meetings or to vote on any matters relating to any Fund except in accordance with the specific written instructions signed by the Customer.

## 6 Indemnity

- 6.1. The Customer undertakes with the Bank and agrees to indemnify and keep the Bank indemnified from and against and in respect of all liabilities, losses, charges, expenses (including legal fees and costs on a full indemnity basis), claims, demands, actions and proceedings whatsoever which may be taken against or incurred or sustained by the Bank directly or indirectly from or by reason of or in relation to or arising from or in connection with the holding, subscription, switching, transfer or redemption of Units or the custody of Units or any orders, requests, instructions or transactions made or purported to be made by the Customer or any use or purported use by the Customer of the OCBC Investment Services and the Customer shall pay and reimburse the same on demand at any time or from time to time.

## 7 Risks

- 7.1. The Customer acknowledges that the Funds are subject to investment risks and market risks, including possible loss of the principal amount invested. The Customer represents and warrants that the Customer understands and is fully aware of the risks involved in investing in Units and in the Fund and that the Customer will obtain from either the Bank or the relevant Manager or Fund up-to-date versions of the Prospectuses or any materials supplied by the relevant Manager or Fund that might exist on the date of the transaction and the date of the instructions given by the Customer to the Bank. The Customer acknowledges and agrees that the Bank shall have no liability or responsibility whatsoever to the Customer for any error, misstatement or omission in any Prospectus or materials prepared by or issued by any Manager or Fund.
- 7.2. The Bank accepts no responsibility and liability to the Customer for giving any recommendation to the Customer as to whether to invest or not to invest in any Fund or in connection with the performance of the Fund. The Customer acknowledges the desirability of seeking independent financial or professional advice with respect to any dealing in Units or Fund or investments or investment opportunities. The Customer acknowledges that any dealings in the Fund or Units is solely and exclusively by the Customer based on the Customer's own judgment and after the Customer's own independent appraisal and investigation into the risks associated with such dealings or otherwise.
- 7.3. The Bank shall be entitled to rely and act on any notice or instructions based on signatures which appear to OCBC, by reference to the names and signatures of such persons filed with the Bank to be the signatures of the Customer or persons authorized by 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 or notice. The Customer acknowledges that the Bank shall not be responsible for any misuse or unauthorised use of message or instruction given to the Bank by telephone, facsimile, electronic transmission, mail or despatch or by any other means of communication and that the Bank shall be under no duty to inquire into the authenticity of the messages or instructions sent or communicated by any means or the identity of the caller.
- 7.4. The Customer represents and warrants to the Bank that the source of funds used in the investments is lawful under the laws and regulations (including any exchange control rules and regulations) of the jurisdiction binding upon or applicable to the Customer, is not in contravention of any anti money laundering rules and the Customer will take all necessary actions to ensure that all such laws or regulations will not be contravened and will be complied with at all times.

## 8 Fees and Charges

- 8.1. Any goods, sales and services tax or other levies now or hereafter imposed by law or required to be paid in respect of any monies payable to or received or receivable by the Bank or any expenses incurred by the Bank, shall (except to the extent prohibited by law) be borne and paid by the Customer and the Bank shall be entitled to debit the same from the Customer's account.
- 8.2. The Bank shall be entitled by giving notice to the Customer to levy or impose service charges, bank charges and other charges from time to time in respect of services rendered to the Customer.
- 8.3. The Customer acknowledges and agrees that the Bank may be appointed by Managers and/or Fund to market and distribute the Units upon such terms and conditions as the Bank may agree with the Managers and/or Fund. Notwithstanding anything to the contrary herein contained, the Customer irrevocably and unconditionally consents and agrees to the Bank acting in such capacity.
- 8.4. The Customer acknowledges that the Managers and Funds would pay monies (by way of commissions, discounts, fees or otherwise) to the Bank in connection with or in relation to the issue of Units to or for the Customer or other dealings in respect of or relating to any Fund. The Customer agrees that the Bank may retain for the benefit of the Bank and without any obligation to account to the Customer any commission, discount, fees or otherwise which the Bank may receive from any Manager or any Fund or other persons in connection with or in relation to the holding, subscription, switching, transfer or redemption of Units or other transactions done or carried out by the Customer with or through the Bank or using OCBC Investment Services or any other dealings in respect to the Funds and Units.

## 9 Disclosure

- 9.1. Subject to the Customer's express instruction (if any) restricting disclosure, the Customer's personal data, account details and relationship with the Bank ("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
- 9.2 Without limiting clause 9.1., the Customer expressly consents to the disclosure of the Information to the parties Bank's data processors or service providers, both within and for the purposes set out in the table below:

	Parties to whom Information can be disclosed	Purposes/Circumstances for disclosure of Information
(a)	The Bank's data processors and service providers, both within and outside Malaysia;	For the performance of services for the Bank
(b)	The Bank's related corporations and associated companies, both in or outside Malaysia, their assignees and successors-in-title;	For cross-selling, service improvement and market research.
(c)	Regulatory authorities/law enforcement bodies both within and outside Malaysia including pursuant to the Foreign Account Tax Compliance Act of the United States;	For compliance with law and regulations
(d)	Third parties who intend to settle the Customer's indebtedness;	For settlement of the Customer's indebtedness
(e)	Cagamas Berhad, Credit Guarantee Corporation (Malaysia) Berhad and other governmental agencies set up to acquire loans or stand as guarantor for loans;	For sale or proposed sale of loans or to obtain guarantee for the loans
(f)	Third parties with or through whom any of the Account transactions or any Services are processed or carried out, including but not limited to Malaysian Electronic Clearing Corporation Sdn Bhd (MyClear), Malaysian Electronic Payment System Sdn Bhd (MEPS), any merchants;	For compliance of applicable procedures, or for resolution of or negotiation over any claims or disputes or for handling queries arising from or in connection with any Account transactions or Services
(g)	Lawyers, specialists in fraud, information technology and other professionals/consultants/ specialists who render professional or specialist services to the Bank in relation to any matter of law or any other matters requiring professional or specialist knowledge or advice;	For professional advice and consultation from professionals engaged by the Bank
(h)	The Customer's authorised agents, executor, administrator or legal representative; and	For management of the Customer's affairs
(i)	The Bank's assignees or acquirers, potential assignees or acquirers and successors-in-title.	For reorganization including disposal of the whole or any part of the Bank's business.

- 9.3. The Customer irrevocably consents and authorises 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, organisation or corporation set up for the purposes of collecting and providing credit or other information).
- 9.4. The Customer, if a company, warrants and represents to the Bank that (i) it had obtained consent from its directors, relevant managers, officers and shareholders to disclose their personal data to the Bank in connection with the investments under these terms and conditions; (ii) informed them that the Bank may collect or verify their personal data with third party sources such as credit reporting agencies, Companies Commission or Insolvency Department; (iii) that the Bank may disclose their personal data to classes of third parties described in the Bank's Privacy Policy; (iv) that the Customer had informed them to read the Bank's Privacy Policy posted in the Bank's website.
- 9.5. The Customer, if an individual:-
- consents to the Bank's disclosure of his personal data (limited to his name and contact details) to organisations 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 consent for direct marketing of such products or services by written request to the Bank; and
  - acknowledges having read the Bank's Privacy Policy posted at the Bank's website which notified him that (i) The Bank may collect his personal data directly from him or from third party sources; (ii) purpose for which his personal data is collected; (iii) his right to access his personal data and correct it; (iv) the class of third parties to whom the Bank may disclose his personal data; (v) the choices and means for limiting the processing of his personal data; (vi) whether the personal data requested is obligatory or voluntary, and if obligatory, the consequences for not providing such data; (vii) that he may update his personal data as soon as there are changes; and (viii) The Bank's contact details if he wish to make inquiries or give feedback.

## 10 Joint Holdings

- 10.1. If any application including any Buy, Switch or Sell Funds forms, in respect of or relating to the holding, subscription, switching, transfer or redemption of Units ("Application") is signed or made by more than one person, it shall be binding on all such persons jointly and severally and each such person shall be bound jointly and severally by the provisions of these terms and conditions. Where more than one person holds beneficially Units held in the name of the Custodian as nominee for the Bank holding such Units as nominee of such persons, or where more than one person has signed or made the Application, the Bank shall be entitled to act on any instructions made or signed by anyone of such beneficial holders or owners or applicants or their survivor or survivors.
- 10.2. Units held by the Custodian as nominee for the Bank holding the same as nominee for the Customer where there are more than one person or beneficial owner shall be beneficially owned by such Customer or persons jointly with right of survivorship. In the event of the death of anyone or more of such joint beneficial holders or holders of Units, the Bank and the Custodian shall be entitled to pay or deliver to the order of the survivor or survivors all monies or Units standing to the credit of or held or owned beneficially by the joint holders in their joint names to or to the order of survivor or survivors.
- 10.3. Any notice given to anyone of the joint holders or joint beneficial owners of Units shall be sufficient notice to all joint holders. Any notice given by the Bank to anyone or more of such persons solely shall be deemed to be a notice given to all such persons. The Bank shall be at liberty to release or discharge anyone or more of such persons from liability or to compound with or make other arrangements with any such person without in consequence releasing or discharging any other party to any agreement and indemnity or otherwise breaching or affecting the Bank's rights and remedies against such other party or person.

## 11 Notices

- 11.1. Any notification, confirmation, statement, notice, letter or demand sent by post to the Customer at the Customer's last recorded address or at the Customer's last known place of business or abode shall be deemed to have been duly sent to or served on the Customer and duly received by the Customer on the day following that on which the envelope or wrapper containing the notification, confirmation, statement, notice, letter or demand is posted and notwithstanding the fact that the envelope or wrapper containing the same is returned through the post office undelivered. The Bank may also give notices or other communication to the Customer via statements issued periodically to Customer via telex, telegraphic, facsimile or electronic transmission, via advertisements in a daily newspaper addressed to the public generally or by posting in the Bank's website or any of the Bank's branch premises or in any other manner as the Bank may deem fit.
- 11.2. Any notification, confirmation, statement, notice, letter or demand signed by the Bank and addressed to the Customer care of any department or branch of the Bank and kept in the Customer's file shall be deemed to have been duly sent to or served on the Customer and duly received by the Customer.
- 11.3. Any notification, confirmation, statement, notice, letter or demand in writing includes telex or telegraphic or facsimile or electronic transmission to the Customer. Any such service upon the Customer by telex or telegraphic or facsimile or electronic transmission shall be deemed to be made on the day of transmission.
- 11.4. The Customer agrees that personal service of writ of summons or other originating process or sealed copy thereof of pleadings or other documents may be effected on the Customer by sending it by pre-paid A.R. registered post addressed to the address in Malaysia of the Customer last known to the Bank (and in this connection the Bank shall be entitled to rely on the records kept by it or that of any registry or government or statutory authority) and if the last known address of the Customer shall be a postal box or other hold mail address then personal service may be effected by posting the same to such address or addresses and the Customer irrevocably confirms that service of such writs of summons, originating process, pleadings or documents in the manner aforesaid shall be deemed good sufficient personal service on the Customer.

## 12 Others

- 12.1. The Bank shall be under no liability for any delay, loss or damage caused wholly or in part by any act of God, governmental restrictions, condition or control breakdown in communication systems or by reason of any other act, matter or thing beyond their reasonable control. Transactions carried out by the Bank or by the Custodian acting on the Customer's instructions made or given or purporting to be made or given by the Customer or anyone of the Customer where the Customer comprises more than one person or the authorised signatories of the Customer or by any other person on behalf of the Customer and transactions arising from the use or the purported use of any Card or when available, the Electronic Services or Internet Applications or other applications shall be binding on the Customer for all purposes regardless of the circumstances prevailing or the nature of the transaction or arrangement or the amount of money involved and notwithstanding any error or misunderstanding or lack of clarity in the terms of such instructions or other communications.
- 12.2. The Bank shall not be liable for any loss or damage suffered by the Customer by reason of or due to any act, failure or omission or delay on the part of the Bank or any Custodian or nominee or agent or sub-agent or officer or employee of the Bank or any Fund, Manager or trustee or Fund custodian or registrar or depository or depository agent or clearing system or any other person to negotiate, carry out or execute the Customer's instructions or the Bank's obligations under these terms and conditions or under or pursuant to any application made by the Customer to the Bank including Buy, Switch or Sell Funds form or by reason of or due to any act or improper or wrongful execution on the part of the Bank or any Custodian or nominee or agent or sub-agent or officer or employee of the Bank or any Manager or Fund or trustee or Fund custodian, registrar or depository or depository agent or clearing system or any other person with regard to or in connection with the initiation, or carrying out or execution of the Customer's instructions or any transaction or any subscription or switching or transfer or redemption of Units unless such damage or loss is caused by wilful default or gross negligence on the part of the Bank and any Custodian shall not be liable to the Customer for any loss or damage caused by events beyond the control of the Bank or the Custodian.
- 12.3. The Bank and the Custodian shall not be liable to the Customer for any loss or damage resulting from or due to errors or defaults of any kind in accepting or acting on or executing any instructions given by the Customer or in relation to or in connection with any matter relating to the holding, subscription, switching, transfer or redemption of Units or the custody of Units or any transaction made or purported to be made or the payment and crediting of funds or monies or the use or purported use by the Customer of the OCBC Investment Services, unless the loss is attributable solely to the negligence of the Bank.

- 12.4. The issue prices and redemption (realisation) prices are determined by the Managers or Fund in accordance with the relevant trust deed or prescribed procedures on Dealing Day. Any price or value given by the Bank in respect of any Unit is not final and binding and is only indicative information provided to the Customer and the Bank shall not be responsible or liable therefore.
- 12.5. 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 and with 7 days prior notice to the Customer to combine, consolidate or merge the customer account(s) with all or any of the Customer's account(s) 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.
- 12.6. The Customer represents, warrants and undertakes to the Bank that particulars given to the Bank including particulars as to resident status (whether in the application or otherwise) are strictly accurate, true and complete. The Customer undertakes to notify the Bank immediately of any change in the particulars of the Customer or of the account. Until the Bank receives any notice of such change, the Bank will rely on the records in the form last submitted by the Customer. The Bank is not obliged to verify any particulars furnished by the Customer and the Bank shall not be liable or responsible for any loss or damage suffered or incurred by the Customer or any other person by reason of any error or omission in the completion of the application or in the furnishing of the particulars or in the instructions given by the Customer.
- 12.7. The Bank shall be entitled to add, vary or amend any or all of these terms and conditions at any time and where any Application is made or signed by more than one person, each person shall be bound by any addition, variation or amendment.
- 12.8. This Agreement shall continue to bind the parties notwithstanding any amalgamation or merger that may be effected by the parties with any other company or companies and notwithstanding any reconstruction of the parties involving the formation of and transfer of the whole or any part or its undertaking and assets to a new company and notwithstanding the sale and transfer of the whole or any part of the undertaking and assets of the parties to another company, whether the company or companies with which the parties may amalgamate or merge or the company to which the parties may transfer the whole or any part of its undertaking and assets either on a reconstruction or sale or transfer as stated above shall or shall not differ from the parties in their objects, character or constitution, it being the intent of the parties that this Agreement shall remain valid and effectual in all respects in favour of, against and with reference to, and that the benefit of this Agreement and all rights conferred upon the parties by the Agreement may be assigned to and enforced by, any such company or companies and proceeded on in the same manner to all intents and purposes as if such company or companies had been named in this Agreement instead of or in addition to the parties.
- 12.9. The Customer may not assign any of his rights, title or interest in or to the Units, Funds, securities and investments without the Bank's prior written consent.

### **13 Foreign Currency**

- 13.1. The Customer shall bear the risk of any act or law of any country affecting the availability of the relevant currency or resulting in the illegality of making payment in the relevant currency of any Units, Fund, securities and investments or any facility granted by the Bank to the Customer or any deposit made by the Customer or any redemption proceeds or other proceeds or payments denominated in the relevant currency and the Bank shall incur no liability in the event of loss resulting from a change in the applicable law, governmental regulation or order of Malaysia or of the country in which the relevant currency is issued.
- 13.2. Where any restrictions or controls on the trading in or on the convertibility or on the remittance of the relevant currency is imposed in the country in which the relevant currency is issued, the Bank shall be entitled to convert the relevant currency (at the Bank's usual rate and subject to the ordinary charges) forthwith and without seeking the Customer's consent into a currency of the Bank's choice.
- 13.3. In the preceding two subparagraphs "relevant currency" means the currency in which any Unit, Fund, securities, investments, facility, deposit or redemption proceeds or other proceeds or payment is denominated (be it the currency of account or the currency of payment).

### **14 Termination**

- 14.1. Either party may terminate this Agreement by giving the other party one month's notice in writing. Upon termination, the Customer shall make arrangements for the transfer of existing Units from the Custodian to the Customer or others by use of OCBC Investment Services before termination date. If the Customer fails to complete such arrangements, the Bank (at the cost of the Customer) may transfer or redeem the Units held in such manner as the Bank may think fit and the Bank is irrevocably authorised to give necessary instructions to third parties on behalf of the Customer to execute such documents and to do all such other things as the Bank shall deem fit in its sole and absolute discretion, without any liability for any costs, expenses, losses or damages of whatsoever nature incurred or suffered by the Customer.
- 14.2. If for any reason the Manager or Fund instructs the Custodian or the Bank to divest, transfer or otherwise dispose of any Units or any Fund investments in accordance with the terms and conditions governing the operation of such Fund the Bank will seek the Customer's instructions on such matters and if no instructions are received within the time specified by the Bank then the Bank will (and is irrevocably authorised by the Customer to) procure the Custodian to redeem or transfer the relevant Units or Fund investments. In the case where Units are redeemed, the Bank will credit the proceeds to the Customer's account held with any bank or make payment by cheques in the name of the Customer.

### **15 Governing Law and Jurisdiction**

- 15.1. These terms and conditions governing the OCBC Investment Services shall be governed by and construed in accordance with the laws of Malaysia. In relation to any legal action or proceedings arising out of or in connection with these said terms and conditions, the Customer hereby irrevocably submits to the jurisdiction of the courts of Malaysia.

## 16 Interpretation

16.1. In these terms and conditions:-

"Agreement" means the agreement between the Customer and the Bank incorporating and including these terms and conditions (referred as Terms and Conditions Governing OCBC Investment Services).

"ATM" means any automated teller machine of the Bank and "ATMs" shall be construed accordingly.

"Card" means and includes credit card, access card, ATM card and any credit token whether such card or token be in the form of plastic card or eprom card or chip-in-card or optical memory card or any other type of card.

"Custodian" means Malaysia Nominees (Tempatan) Sdn Bhd (6193-K) and/or any other custodian appointed by the Bank from time to time.

"Customer" means any person or persons (jointly and severally where there are more than one) who have entered into any agreement for holding, subscribing, switching, transferring or redeeming Units on these terms and conditions and also includes the Customer's estate, personal or legal representatives and permitted assigns.

"Dealing Day" means in respect of the relevant Fund a day on which dealings take place of Units in the Fund.

"Electronic Services" includes when available, the services provided by the Bank for the use of the Card at any ATM or terminal or any counter of any branch of the Bank, the OCBC 24-Hr Phonebanking Service, OCBC Internet Banking Service and any other electronic facilities including any card and any electronic computerised or telecommunication devices or modes of opening accounts in Malaysia or elsewhere each individually or collectively and a reference to the aforesaid services severally and also the relevant services where the context requires.

"Fund" means any unit trust, investment fund, mutual fund or any other collective investment scheme authorised by the Registrar of Companies and Securities Commission and distributed by or made available through the Bank under these terms and conditions.

"Internet" means the ubiquitous global network of computers, telecommunications and software which facilitates communications, electronic or otherwise, between person(s) and machines.

"Internet Application" means the application for Units by means of Internet or other electronic means of communication via computers.

"Manager" means and includes the manager, issuer, representative or agent or investment manager of any Fund.

"The Bank" means OCBC Bank (Malaysia) Berhad (295400-W) and includes its successors in title and assigns.

"Prospectus" in relation to any Fund means the most recently published version from time to time of the prospectus as required by law.

"Relevant Person" means and includes any custodian, manager, agent, nominee, trustee, any bank, electronic computer telecommunication financial or card institution involved in Electronic Services from time to time and any person using (whether or not authorised) such Electronic Services.

"Unit" means a share or unit in a Fund.

Words importing a person import also a firm or corporation.

Words importing only the singular number includes the plural number and vice versa. Words importing the masculine gender include the feminine and neuter genders and vice versa. References to clauses are references to clauses of these terms and conditions. Headings in these terms and conditions are inserted for ease of reference and shall not affect their interpretations.

## 17 Language

17.1. These Terms and Conditions are also available in **Bahasa Malaysia** and **Chinese**.

Terma dan Syarat ini juga disediakan dalam **Bahasa Malaysia** dan **Bahasa Cina**.

这些条款和条件也备有在**马来语**和**华语**。