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# OCBC PREMIER BANKING AND OCBC PREMIER PRIVATE CLIENT

## TERMS AND CONDITIONS

Effective Date: From 1 September 2023

### PART A: GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL SERVICES

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### PART A: GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL SERVICES

The general terms and conditions, together with any other terms and conditions with respect to accounts, products, services and facilities provided by the Bank, constitute the Agreement (as herein defined) between the Customer (as herein defined) and the Bank (as herein defined). The terms in the Agreement will apply to and govern the relationship between the Customer and the Bank.

## 1 Definitions and Interpretation

- 1.1 **"Account"** refers to such account(s) which the Customer may have with the Bank whether alone or jointly with any other person(s) and includes any type of account which may be offered by the Bank from time to time. For clarity, an Account includes but is not limited to the following as defined and set out in Part B of this Agreement: **"Day-to-day Banking Account"**, **"Multi Currency Current Account"** or **"MCCA"**, **"Multi Currency Term Deposit"** or **"MCTD"**;

**"Account Holder"** means each person who opens an Account with the Bank;

**"Advance"** means an advance made or to be made by the Bank to you under a Facility or, as the case maybe, the outstanding principal amount of any such advance or under any Facility;

**"Advice"** means any statement or Confirmation in respect of any transaction;

**"Agreement"** refers to these terms and conditions and any other terms and conditions with respect to accounts, facilities, products or services provided by the Bank to the Customer, which shall apply to and govern the Customer's relationship with the Bank;

**"Applicable Laws and Regulations"** refers to the obligations of the Bank or any member of the OCBC Group to comply with: (i) any local or foreign law, ordinance, regulation, demand, guidance, guidelines, rules, codes of practice, whether or not relating to an intergovernmental agreement between the governments or regulatory authorities of two or more jurisdictions; and (ii) any agreement between the Bank (or that of any other member of the OCBC Group, as the case may be) and any government or taxation authority in any jurisdiction;

**"Authorised Depository" or "ADI"** means a licensed financial institution given the approval by Bank Negara Malaysia to be an Authorised Depository of Securities;

**"Bank"** refers to OCBC Bank (Malaysia) Berhad and shall include its successors and assigns;



**"Base Currency"** means:

- (a) in the case of a negotiable instrument of deposit, the currency in which a negotiable instrument of deposit is placed with the Bank, as specified in the Confirmation and/or the Term Sheet; and
- (b) in the case of a Structured Product, the currency in which a Structured Product is initially invested or transacted with the Bank, as specified in the Confirmation and/or the Term Sheet and/or Product Summary and Terms and Conditions;
- (c) in all other cases, such currency as the Bank and the Customer may specify for a relevant Contract or Facility Letter;

**"Bearer"** in relation to a negotiable instrument of deposit means the owner of the negotiable instrument of deposit;

**"BNM"** means Bank Negara Malaysia;

**"Bonds"** means any debt security, notes, bonds, Islamic bond/sukuk, debentures distributed or offered by the Bank under a Programme, which you agree to subscribe for or purchase from the Bank and which is designated by the Bank to be governed by the Terms and Conditions Governing Bonds from time to time;

**"Business Day"** means:

- (a) a day on which banks in Malaysia and (if applicable) the country of the currency of the deposits are opened for business other than Saturdays, Sundays, and gazetted public holidays;
- (b) in the case of Structured Investments, negotiable instruments of deposits and Bonds, a day, other than Saturday, Sunday and gazetted public holidays, on which banks in Malaysia are opened for business and such other places (if applicable), as specified in the Confirmation and/or the Term Sheet and/or Information Memorandum or Offering Circular or Base Prospectus (as the case may be);

**"Calculation Agent"** means, where the context requires, the party who is named as the calculation agent in connection with the Contract;

**"Calendar month"** means the period from the "n-th" day of a specific month to the "n-th" day of the following month, except that:

- (a) a "calendar month" starting from the last day of a month shall always end on the last day of the next month;
- (b) in the case of a non-leap year, a "calendar month" starting from January 28, 29, 30 and 31 shall always end on 28 February; and
- (c) in the case of a leap year, a "calendar month" starting from January 29, 30 and 31 shall always end on 29 February;



**"Certificate"** means the security paper duly completed and issued by the Bank to acknowledge the receipt of a Deposit falling within the meaning of a negotiable instrument of deposit ;

**"Clearing House"** refers to any organisation, forum or system, whether in Malaysia or elsewhere, serving as a clearing or settlement house or system for clearing or settlement of cheques, other payments or any securities transactions or other transactions (whether or not on an Exchange);

**"Clearance System"** means Clearstream Banking Luxembourg, Euroclear, the First Chicago Clearing Centre, the Malaysian Central Depository Sdn Bhd, the Depository Trust Company, the Central Depository (Pte) Limited and such other clearance or depository system as may from time to time be used in connection with transactions relating to Securities, and any depository or nominee for any of the foregoing;

**"COF"** means the Bank's prevailing cost of funds;

**"Collateral"** means any assets acceptable to the Bank including cash and credit balances in the MCCA and MCTD, Securities and other assets or things or documents of title for the time being and from time to time deposited or to be deposited with the Bank or any third party acceptable to the Bank and charged, mortgaged, pledged or assigned in the Bank's favour as security for the Customer's indebtedness, liabilities or obligations to the Bank;

**"Confirmation"** means:

- (a) (other than in relation to Structured Investments) the written notice (including telex, facsimile or other electronic means from which it is possible to produce a hard copy) which contains the specific terms of a Contract entered into between the parties and includes a contract note;
- (b) in relation to negotiable instruments of deposits and Structured Investments , the written notice(s) (including telex, facsimile or other electronic means from which it is possible to produce a hard copy) given to you by the Bank which evidence(s) the specific terms of a Negotiable Instruments of Deposit or Structured Investment; or
- (c) in relation to Bonds, means the confirmation statement in relation to your subscription of Bonds and sent by the Bank to you;

**"Contract"** includes any transaction for the sale or purchase or any dealings whatsoever in Securities, negotiable instruments of deposit transactions, structured investments transactions, unit trusts transactions, bonds transactions and/or any other contracts, financial products or instruments of whatever nature or such other transactions as the Bank may from time to time permit to be carried out with you;

**"Correspondence"** shall have the meaning set out in Clause 9.2 of this Part A of this Agreement;

**"Currency Pair"** means the two Permitted Currencies which may be exchanged in connection with an FX Transaction;



**"Custodian"** means the Bank or Malaysia Nominees (Tempatan) Sdn Bhd (6193-K) and/or any other custodian appointed by the Bank from time to time and its successor in title;

**"Custody Account"** refers to the custody account or accounts that you authorise the Bank to establish on its books in your name on the terms of Part D this Agreement;

**"Cut-off Date and Time"** means such time as determined by the Bank and shall be as notified to the Customer to be the latest date and time by which the Bank must receive the funds for or subscription of a negotiable instrument of deposit or Structured Product (as the case may be);

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

**"Electronic Instruction"** means any instructions or requests transmitted through electronic mail and/or any other form of electronic communication and always in the manner acceptable to the Bank;

**"Electronic Services"** includes phone instruction and email services, Online banking service and any other services offered via electronic means or Internet;

**"Event of Default"** shall have the meaning set out in Clause 25 of this Part A of this Agreement;

**"Exchange"** refers to any exchange or market whether in Malaysia or elsewhere on which Securities are traded;

**"Exchange Business Day"** means any trading day of the relevant Exchange;

**"Facility"** means any loan, credit or other facility or financial accommodation which the Bank may extend to the Customer, subject to the terms and conditions in the Facility Letter;

**"Facility Letter"** means any forms, notifications and letters issued by the Bank containing the terms and conditions applicable to any Facility and includes any acceptances and confirmations thereof;

**"Finance Documents"** means, collectively, this Agreement, the Facility Letters, the Security Documents and any other document designated as such by the Bank;

**"Foreign Currency"** refers to any currency other than Ringgit Malaysia;

**"Foreign Exchange Notices"** means the Foreign Exchange Notices of Malaysia issued pursuant to the Financial Services Act 2013 and all other regulations made pursuant thereto, as from time to time amended, extended, re-enacted or consolidated.

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

**"Indebtedness"** means all monies and liabilities whether certain or contingent which are now or shall from time to time or at any time hereafter become owing or remaining unpaid or



incurred by the Customer to the Bank pursuant to the terms and conditions in this Agreement and any Finance Documents, together with all interest, costs, commissions, fees, charges and expenses (including all legal fees and expenses) which the Bank may incur in perfecting or registering or enforcing or seeking to enforce any Collateral;

**"Instructions"** means instructions (which includes Electronic Instructions) issued or to be issued by the Customer to the Bank or such other party contemplated in this Agreement to the Bank or such other party contemplated in this Agreement in furtherance of the transactions contemplated in this Agreement, and "to instruct" shall be construed accordingly and always in the manner acceptable to the Bank;

**"Interest Payment Date"** means the date on which the interest is payable in connection with a negotiable instrument of deposit or Structured Product (as the case may be) as specified in the Confirmation and/or the Term Sheet and/or Product Summary and this Agreement (as the case may be);

**"Interest Period"** means in relation to negotiable instruments of deposit or Structured Products, unless otherwise provided in the Confirmation and/or the Term Sheet and/or Product Summary and this Agreement (as the case may be), each period commencing on the Start Date or an Interest Payment Date and ending on (but excluding) the next following Interest Payment Date or, if the relevant negotiable instrument of deposit or Structured Product (as the case may be) has matured, the Maturity Date, or if terminated prior to such Interest Payment Date, the Early Termination Date; and

**"Interest Rate"** means the rate of interest or return applicable to a negotiable instrument of deposit or Structured Product (as the case may be) from time to time, as specified, or determined in accordance with the formula specified in the Confirmation and/or the Term Sheet and/or Product Summary and this Agreement (as the case may be);

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

**"Joint Wealth Account"** refers to a Wealth Account opened in the names of two or more persons, whenever the context allows, references to a Wealth Account shall be construed to include a Joint Wealth Account;

**"Known Public Holiday"** means any gazetted holiday, (for example 1 January, 1 May, 31 August and 25 December). If such a day falls on a Sunday, the next business day shall be deemed as "known public holiday";

**"Liabilities"** mean all obligations, liabilities or moneys whatsoever at any time now or hereafter owing, due or incurred by the Customer to the Bank howsoever arising, anywhere, on any account, or in respect of the Services or in connection with any Instructions or otherwise, or arising under any Facility, whether present or future, actual or contingent, primary or collateral, solely or jointly and whether as principal or surety, including all principal moneys, interest, compound interest, charges, expenses, costs, fees or Taxes as may from time to time be payable by the Customer in connection therewith and, for the avoidance of doubt, includes all liabilities



or moneys for which the Customer may be liable to the Bank in any way whatsoever anywhere on the Customer's current, loan or any other account or from the negotiation, discounting, acceptance, endorsement or collection by the Bank of bills of exchange or by the issue or establishment by the Bank of bonds, guarantees, standby letters of credit, letters of credit and documentary credits, including the amount of notes or bills discounted or paid or other loans, credits or advances and liabilities arising directly or indirectly out of foreign exchange facilities afforded by the Bank or from foreign exchange or banking transactions carried out by the Bank or its agents;

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

**"Margin"** means the ratio (expressed as a percentage) of the value of the Collateral as determined by the Bank or the cash Collateral which is furnished to the Bank to the aggregate exposure of the Bank as determined by the Bank;

**"Market Disruption Event"** means the occurrence or existence on an Exchange Business Day of any suspension of or limitation imposed on trading in the Reference Financial Instrument(s) of a negotiable instrument of deposit or the Underlying Financial Instrument of a Structured Product (as the case may be) during the one-half hour period that ends at the Valuation Time on the Valuation Date or the Expiry Time on the Expiry Date;

**"Maturity Date"** means the date of maturity of a negotiable instrument of deposit or Structured Product (as the case may be) which reference shall include any modification, revision or extension to its initial date of maturity, as specified in the Confirmation and/or the Term Sheet and/or Product Summary and this Agreement (as the case may be);

**"Nominal Value"** means the nominal value of a Structured Product, as specified in the Confirmation and/or the Term Sheet and/or Product Summary and this Agreement;

**"OCBC Group"** means the Bank and any "subsidiary" and/or "related corporation" of the Bank as defined in the Companies Act 2016;

**"Option"** means in relation to negotiable instruments of deposit and Structured Products, any option(s) or other right(s) of any nature in favour of the Bank in connection with a negotiable instrument of deposit or Structured Product (as the case may be), as specified in the Confirmation and/or the Term Sheet and/or Product Summary and this Agreement (as the case may be);

**"Parties"** means the Bank and the Customer, and "Party" means either of them;

**"Permitted Currency"** means such currencies as may be designated by the Bank from time to time for any transaction or Contract;

**"Permitted Purposes"** shall have the meaning set out in Clause 4.11 of Part A of this Agreement;

**"Person"** refers to any individual(s), corporation(s), partnership(s), body(ies) corporate or unincorporate, or other entity;



**"Personal Data"** refers to any data, whether true or not, about an individual who can be identified:

- (a) from that data; or
- (b) from that data and other information to which the Bank has or is likely to have access to, including data in its records as may be updated from time to time;

**"Principal Amount"** means:

- (a) in relation to negotiable instruments of deposit, the amount in the Base Currency as specified in or calculated in accordance with the Confirmation and/or the Term Sheet which is to be or has been placed by the Customer, and accepted by the Bank for a negotiable instrument of deposit pursuant to the Terms and Conditions Governing negotiable instruments of deposit; and
- (b) in relation to Structured Products, the amount in the Base Currency as specified in or calculated in accordance with the Confirmation and/or the Term Sheet and/or Product Summary and this Agreement which is to be or has been paid or invested by the Customer, and accepted by the Bank for a Structured Product pursuant to the Terms and Conditions Governing Structured Products;

**"Products"** refers to the banking products offered by the Bank from time to time to the Customer on such terms and conditions as may be determined solely by the Bank;

**"Product Summary"** means the product summary issued by the Bank to the Customer in respect of a Structured Product;

**"Programme"** means any issuance programme as may be established by the Bank from time to time and as described in the relevant Base Prospectus;

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

**"Reference Financial Instrument"** includes any one or more currencies, foreign exchange forwards, equities, bonds, interest rate futures, index futures, commodities and any other money market or financial instruments, underlying or forms part of a negotiable instrument of deposit, as specified in the Confirmation and / or Term Sheet;

**"RENTAS"** means "Real Time Electronic Transfer of Funds and Securities", which is a real time electronic funds and securities transfer system maintained by BNM;

**"Ringgit Malaysia"** and **"RM"** means lawful currency of Malaysia

**"Risk Disclosure Statement"** means the risk disclosure statement setting out the risks associated with the Products;

**"Securities"** refers to:





- (a) stocks, shares, warrants and other equity securities including but not limited to redeemable or convertible securities together with all interest, dividends, bonuses and other rights and benefits from time to time attaching or accruing to the same;
- (b) bonds, notes, debentures, loan stocks and other debt instruments including but not limited to convertible;
- (c) debt instruments;
- (d) units in unit trusts and interests in other funds and collective investment schemes;
- (e) negotiable instruments, certificates of deposit and commercial paper;
- (f) currency and foreign exchange and spot contracts in respect thereof; and
- (g) all other transactions, contracts, investment products and instruments (including derivatives) of whatever nature which may be transacted in pursuant to this Agreement;

**"Security Document"** means any document (including any mortgage, debenture, charge, pledge, lien, assignment, guarantee, Facility Letter, Bank's standard form documents) from time to time executed to secure any indebtedness, liabilities or obligations of the Customer or any Security Provider to the Bank (including the Indebtedness);

**"Security Interest"** means a mortgage, charge, pledge, assignment, lien or other security interest or encumbrance securing any obligation of any person or any other agreement or arrangement having a similar effect;

**"Security Provider(s)"** refers to any person(s) (including guarantor(s)) who may from time to time provide any security, guarantee or otherwise assume the obligations of a surety or an indemnifier (or both) for any indebtedness, liabilities or obligations of the Customer to the Bank (including the Indebtedness);

**"Services"** means any and all products and services, from time to time, offered by the Bank to the Customer and any other products and services agreed from time to time between the Customer and the Bank (provided the Bank possesses the necessary licence(s) and authorisation(s) under applicable law to provide such products or perform such services, if any), on such terms and conditions as may be determined solely by the Bank;

**"Specific Risk Disclosure Statement"** means the risk disclosure statement(s) from time to time setting out the risks associated with a specific negotiable instrument of deposit or Structured Product (as the case may be);

**"Spot Date"** means the spot delivery day for the relevant Currency Pair as determined by the Bank;

**"Spot Price"** means the rate of exchange at the time at which such price is to be determined for foreign exchange transactions in the relevant Currency Pair for value on the Spot Date, as determined in good faith by the Bank;



**"Start Date"** means the date agreed between the Customer and the Bank as being the first Business Day on which a Structured Product shall commence, as specified in the Confirmation and/or the Term Sheet and/or Product Summary and this Agreement (as the case may be);

**"Strike Price"** means the strike price(s) of a negotiable instrument of deposit or Structured Product (as the case may be), as specified in the Confirmation and/or the Term Sheet and/or Product Summary and this Agreement (as the case may be); and

**"Structured Product"** means any investment product, including, without limitation, structured financial instruments, whether or not such investment product is referenced to the price(s), or value(s) of any one or more securities, commodities, currencies or financial instruments, or any other product issued by the Bank, which the Customer agrees to transact or invest with;

**"Taxes"** means any present or future tax (including without limitation, any value added tax, goods and services tax, consumption tax) levy, impost, duty, fee, deduction or withholding of any nature and by whatever name called, by and on whomsoever wherever imposed, levied, collected, assessed or withheld;

**"Term"** means, in relation to a negotiable instrument of deposit or a Structured Product (as the case may be), the period commencing on, and including, the Start Date and ending on, but excluding, the Maturity Date, as specified in or determined in accordance with the provisions of the Confirmation and/or the Term Sheet and/or Product Summary and this Agreement (as the case may be);

**"Term Sheet"** means the term sheet(s) issued by the Bank to the Customer in respect of a negotiable instrument of deposit or Structured Product (as the case may be);]

**"Transaction Date"** refers to the date of transaction;

**"Underlying Financial Instrument"** includes any one or more currencies, foreign exchange forwards, equities, bonds, interest rate futures, index futures, commodities and any other money market or financial instruments, underlying or forms part of a Structured Product, as specified in the Confirmation and the Term Sheet and/or Product Summary and this Agreement;

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

**"Unexpected holiday"** means a public holiday, which is not a "known public holiday".

**"Valuation Date"** means the valuation date of a negotiable instrument of deposit or a Structured Product (as the case may be), as specified in the Confirmation and/or the Term Sheet and/or Product Summary and this Agreement (as the case may be);

**"Value Date"** refers to:

- (a) in the case of deposits, the date the transaction is successfully completed by the Bank; and



- (b) in the case of foreign exchange transactions, the date specified by the Bank on which payment is due from the Customer to the Bank and vice-versa in respect of such foreign exchange transaction;

**"Valuation Time"** means the valuation time of a negotiable instrument of deposit, as specified in the Confirmation and/or the Term Sheet; and

**"Wealth Account"** means the account approved by the Bank at the request of the Customer who fulfils the criteria imposed by the Bank from time to time, a Wealth Account may be maintained and operated either in sole name (single person) or joint names (two or more persons, see definition for **"Joint Wealth Account"** above. Whenever the context allows, references to a Wealth Account shall be construed to include a Joint Wealth Account). Each Wealth Account may consist of one or more Wealth Portfolios.

**"Wealth Account Holder"** means the Customer who opens a Wealth Account with the Bank or **"Wealth Account Joint Holders"** in respect of two or more Customers who open a Joint Wealth Account with the Bank.

**"Wealth Portfolio"** means the wealth portfolio(s) maintained within the Customer's Wealth Account. Each Wealth Portfolio comprises one MCCA, one MCTD, investment products and where applicable, such Facility granted by the Bank.

**"You"** and **"Customer"** refer to a person for whom a Wealth Account has been opened with the Bank and to whom the provisions of this Agreement shall apply, and **"your"** and **"yours"** shall be construed accordingly. In respect of a Wealth Account in joint names, references to **"you"** and **"Customer"** shall be construed as references to each Wealth Account Joint Holder.

- 1.2 Where the **"Customer"** consists of two or more persons, or if the Customer is a partnership or other unincorporated entity consisting of two or more persons, this Agreement shall be binding on their respective successors in title, executors and personal representatives, as the case may be, and the Customer's liabilities hereunder shall be joint and several.
- 1.3 The terms and conditions herein shall be binding on the Customer and the Customer's estate, personal representatives, trustee in bankruptcy, receiver, liquidator or other successor.
- 1.4 Unless the context otherwise requires or the contrary intention appears, any reference in this Agreement to:
- (a) an **"agreement"** includes any document or deed or arrangement and any other kind of commitment;
  - (b) the words **"other"** and **"including"** do not limit the generality of any preceding words and shall not be construed as being limited to the same class as the preceding words where a wider meaning is possible;
  - (c) a **"right"** includes a power, a remedy, a privilege and a discretion;
  - (d) a provision of law is a reference to that provision as amended or re-enacted; and



- (e) a word importing the plural includes the singular and vice versa, and a word importing a gender includes every gender.

- 1.5 The headings in this Agreement are inserted for convenience only and shall not affect the construction of this Agreement.

## **2 Availability of Services, Relationship and Form of Account**

- 2.1 Services that the Customer requests for may be made available to the Customer after completion and signing of such forms and documents as may be required by the Bank, subject to Bank's approval. The availability and/or continued availability of any Service shall be subject to the Bank's consent, in its sole discretion, and to the fulfilment by the Customer of such conditions as the Bank may require. The Bank reserves the right to, at any time and from time to time, cancel, withdraw, suspend, vary, change, add to or supplement any one or more of the Services.
- 2.2 Subject to the paragraph immediately below, the Customer agrees that in providing the Services under this Agreement, the Bank is performing an administrative function for the Customer and is acting solely as a service provider of such Services under this Agreement and not in any way as a trustee, or fiduciary or adviser for or of the Customer with respect to the Services under or in connection with this Agreement, even if the Bank or one of its affiliates separately acts in a fiduciary capacity. For the avoidance of doubt and as an independent stipulation, the Customer and the Bank agree that nothing arising out of or in connection with this Agreement or performance thereof shall impose or give rise to any trust or fiduciary or similar duty on the Bank in performing its Services under or in connection with this Agreement.
- 2.3 The Customer agrees that the Bank shall not be a trustee in respect of any Services unless the Bank agrees in writing to be a trustee or is required by law to be a trustee. If and to the extent that the Bank agrees to act as or is held to be a trustee in relation to any property, assets, rights or any other matter under and in connection with this Agreement, that (a) the Bank shall only be a bare trustee; (b) the Bank shall only have such duties and obligations as are applicable to bare trustees; and (c) any such duties and obligations as bare trustee shall always be subject to the limitations and any provisions or rights protective of the Bank under and in connection with this Agreement.
- 2.4 The Customer further agrees that subject to any duties or obligations imposed by mandatory applicable law which the Bank cannot derogate from, the Bank owes no other duties or obligations to the Customer save as expressly set out herein and that no implied duties or obligations shall be imposed on the Bank under or by reason of this Agreement.
- 2.5 **Death and Mental Incapacity.** Your executor or administrator, lawfully appointed representative shall be the only persons recognised by the Bank as your successor in the event of your death or mental incapacity (as the case may be). Upon notice of your death or mental incapacity, the Bank shall be entitled to freeze the Wealth Account and all Wealth Portfolio(s) under the Wealth Account (including all the MCCA(s), MCTD(s) and investment products) until such time your executor or administrator or lawfully appointed representative produces a grant



of probate or letters of administration or court order (as the case may be) to the Bank's satisfaction.

## 2.6 Joint Wealth Account.

- (a) Wealth Account Holder(s) and the signing authority are determined at the Wealth Account level. When a Joint Wealth Account is opened in the names of 2 or more Wealth Account Joint Holders, all Wealth Portfolios under the Joint Wealth Account shall be maintained and operated by the same Wealth Account Joint Holders with the same signing authority, including the respective sets of Multi Currency Current Account (MCCA), Multi Currency Term Deposit (MCTD) and investment products under or within the Wealth Portfolios. For Facility granted under a Wealth Portfolio, this is governed under sub-clause 2.6(e) below.
- (b) Where the Joint Wealth Account is operated with a single signing authority, Instructions from any one of the Wealth Account Joint Holders will be accepted by the Bank and such Instructions will be binding on the other Wealth Account Joint Holders.
- (c) If, prior to acting on Instructions received from one Wealth Account Joint Holder, the Bank receives contradictory instructions from another Wealth Account Joint Holder, the Bank may choose to act thereafter only on the mandate of all the Wealth Account Joint Holders of the Joint Wealth Account notwithstanding the Joint Wealth Account requires single signing authority.
- (d) Where the Joint Wealth Account is operated with joint signing authority, the Bank will only accept oral instructions either:
  - (i) where all parties with signing authority are providing such oral instructions together; or
  - (ii) where, pursuant to separate telephone calls between the Bank and each party with signing authority, each such party with signing authority provides oral instructions that are consistent with the oral instructions provided by all other parties with signing authority.

Any written instructions may be given by the Wealth Account Joint Holders in one or more counterparts, all of which when taken together shall constitute one and the same document.

- (e) If the Wealth Account Joint Holders apply for any Facility from the Bank and if the Bank approves and grants Facility to the Wealth Account Joint Holders :
  - (i) the application form(s) for the Facility, the Facility Letter(s), Financing Documents and Security Documents shall be signed by all Wealth Account Joint Holders regardless of the signing authority of the Joint Wealth Account; and
  - (ii) without prejudice to the preceding clause, for purposes of the operation of the Facility granted by the Bank, the Bank shall be entitled to act on the signing authority for the Joint Wealth Account and the preceding sub-clauses 2.6(b), (c)



and (d) shall apply. All Wealth Account Joint Holders agree to comply with the Bank's standard practices and requirements in relation to the operation of the Facility.

(f) Subject always to sub-clause 2.6(h) below, upon notice of the death of any one of the Wealth Account Joint Holders:

(i) The Bank shall be entitled to pay:

(i)(a) the credit balances in the Multi Currency Current Account or MCCA;

(i)(b) the deposits in the Multi Currency Term Deposit or MCTD; and

(i)(c) the proceeds from the investment products,

in all the Wealth Portfolios within the Joint Wealth Account to the survivor and if more than one survivor, in their joint names provided that prior to such payment, the indebtedness of any of the Wealth Account Joint Holders to the Bank shall first be set-off from the amount payable, upon given 7 calendar days' notice to the survivor(s). Payment as aforesaid by the Bank to the survivor(s) shall constitute a valid, full and effectual discharge and release of the Bank's obligations to any and all of the Wealth Account Joint Holders. The Bank may permit the survivor(s) to continue to operate the Joint Wealth Account subject to such conditions as may be imposed by the Bank.

(ii) The Bank shall be entitled to freeze the Wealth Account (including Instructions given by the deceased Wealth Account Joint Holder and/or the other Wealth Account Joint Holder in respect of the Wealth Account before the Bank received the notice of the demise of the deceased Wealth Account Joint Holder) and to retain the credit balances in the MCCA(s) and where applicable, MCTD(s), under the Joint Wealth Account until such time the deceased Wealth Account Joint Holder's executor or administrator produces a grant of probate or letters of administration to the Bank's satisfaction.

(iii) The estate of the deceased Wealth Account Joint Holder, the executor or administrator for the deceased, together with the surviving Wealth Account Joint Holders, undertake to indemnify the Bank and to keep the Bank indemnified against all claims, costs, expenses, losses and damages, including those arising from the following, whichever applicable : (iii)(a) the payment of the credit balance in the Account(s) under the Joint Wealth Account to the survivor(s) in the manner stated as aforesaid; (iii)(b) the freezing of the Joint Wealth Account and the retention of the credit balance in the Account(s) under the Joint Wealth Account in the manner stated as aforesaid; (iii)(c) the Bank accepting and executing any Instruction of the executor or administrator or any Instruction of the surviving Wealth Account Joint Holder(s) in the manner stated as aforesaid; (iii)(d) any dispute between any of the Wealth Account Joint Holder(s) and any executor, administrator or personal representative of the deceased Wealth Account Joint Holder.



- (iv) The Bank shall be entitled to debit from the MCCA(s) and where applicable, the MCTD(s), under the Joint Wealth Account such claims, costs, expenses, losses and damages reasonably incurred.
- (g) Subject always to sub-clause 2.6(h) below, in the event any one of the Wealth Account Joint Holders becomes mentally incapacitated :
  - (i) The Bank shall be entitled to freeze the use or availability of the Wealth Account by the mentally incapacitated Wealth Account Joint Holder, and to allow the other Wealth Account Joint Holder(s) to continue operating the Joint Wealth Account on a single signing authority basis, in each case, without being liable to any Wealth Account Joint Holder, including the mentally incapacitated Wealth Account Joint Holder and his/her lawfully appointed representative. The instructions from the other Wealth Account Joint Holder(s) shall be binding on the mentally incapacitated Wealth Account Joint Holder and his lawfully appointed representative. If the Bank receives contradictory Instructions from the said lawfully appointed representative, the Bank may choose to act only on the mandate of both the other Wealth Account Joint Holder(s) and the lawfully appointed representative of the mentally incapacitated Wealth Account Joint Holder.
  - (ii) The Bank shall further be entitled to continue to execute any Instructions given by the mentally incapacitated Wealth Account Joint Holder and/or the other Wealth Account Joint Holder(s) in respect of the Joint Wealth Account before the Bank receives notice of the mentally incapacitated Wealth Account Joint Holder's mental incapacity, without being liable to any Wealth Account Joint Holder, including the mentally incapacitated Wealth Account Joint Holder and his lawfully appointed representative. The said Instructions from the mentally incapacitated Wealth Account Joint Holder shall be binding on the other Wealth Account Joint Holder(s), the mentally incapacitated Wealth Account Joint Holder and his lawfully appointed representative. If the Bank receives contradictory Instructions from the said lawfully appointed representative of the mentally incapacitated Wealth Account Joint Holder(s) and/or the other Wealth Account Joint Holder(s), the Bank may choose to act only on the mandate of both the other Wealth Account Joint Holder(s) and the lawfully appointed representative of the mentally incapacitated Wealth Account Joint Holder.
  - (iii) Upon notice of the mental incapacity of any one of the Wealth Account Joint Holders, the Bank shall be entitled to freeze the Joint Wealth Account (including Instructions given by the mentally incapacitated Wealth Account Joint Holder and/or the other Wealth Account Joint Holder in respect of the Joint Wealth Account before the Bank received the notice of the Wealth Account Joint Holder's mental incapacity) and to retain the credit balances in the MCCA(s) and where applicable, MCTD(s), under the Joint Wealth Account until such time the Wealth Account Joint Holder's lawfully appointed representative produces a court order to the Bank's satisfaction.



- (iv) The estate of the mentally incapacitated Wealth Account Joint Holder, his lawfully appointed representative, together with the other Wealth Account Joint Holders, undertake to indemnify the Bank and to keep the Bank indemnified against all claims, costs, expenses, losses and damages, including those arising from the following, whichever applicable : (iv)(a) the payment of the credit balance in the Account(s) under the Joint Wealth Account to the other Wealth Account Joint Holder(s) in the manner stated as aforesaid; (iv)(b) the freezing of the Joint Wealth Account and the retention of the credit balance in the Account(s) under the Joint Wealth Account in the manner stated as aforesaid; (iv)(c) the Bank accepting and executing any Instruction of the lawfully appointed representative or any Instruction of the other Wealth Account Joint Holder(s) who is not mentally incapacitated in the manner stated as aforesaid; (iv)(d) any dispute between any of the Wealth Account Joint Holder(s) and the lawfully appointed representative of the mentally incapacitated Wealth Account Joint Holder.
- (v) The Bank shall be entitled to debit from the MCCA(s) and where applicable, the MCTD(s), under the Joint Wealth Account such claims, costs, expenses, losses and damages reasonably incurred.
- (h) The death or mental incapacity of any one of the Wealth Account Joint Holders constitutes an Event of Default and the Bank shall be entitled to take such actions in accordance with the terms and conditions in the Facility Letter, Financing Documents and Security Documents, including but not limited to cancel, recall and/or terminate the Facility and the enforcement of the Bank's rights over the Collateral.
- (i) All rights, liabilities and obligations of the Wealth Account Joint Holders in respect of a Joint Wealth Account shall be joint and several.
- (j) This Agreement is jointly and severally binding on each of the Wealth Account Joint Holders irrespective of any lack of validity or enforceability with regard to any other Wealth Account Joint Holder(s), and the Bank may release, agree or deal with any of the Wealth Account Joint Holders, without affecting the liability of others to the Bank.
- (k) No Wealth Account Joint Holder shall be entitled to enforce any rights or remedies in respect of the liabilities of any other Wealth Account Joint Holder until all liabilities to the Bank have been fully satisfied.

### **3 Segment Membership Criteria**

- 3.1 The Bank may, depending on the customer segment that the Customer qualifies, impose segment membership criteria and such other criteria as the Bank may from time to time determine.
- 3.2 The Bank reserves the right at any time and from time to time to change the Bank's officer assigned to serve the Customer upon adequate notice given to the Customer.





- 3.3 The Bank may at its discretion and after giving prior notice, at any time and from time to time redesignate the Customer from one customer segment to another. In the event that the Customer is redesignated from one customer segment to another, the terms and conditions applicable to the migrated Customer will be available on the Bank's website.
- 3.4 The Bank may terminate or cancel the segment membership services granted to the Customer upon occurrence of any Event of Default. The Customer may at any time terminate or cancel the segment membership services by giving prior written notice to the Bank.
- 3.5 Termination under this Agreement shall not discharge the Customer from his obligations and liabilities accrued prior to the date of such termination. Clause 21 below shall apply to termination of the segment membership and services.
- 3.6 A Customer who fulfils such criteria imposed by the Bank from time to time, including but not limited to segment membership criteria, may request and the Bank may approve a Wealth Account to be opened, maintained and operated by the Customer as Wealth Account Holder subject to this Agreement. Any two or more Customers who fulfill such criteria imposed by the Bank from time to time, including but not limited to segment membership criteria, may request and the Bank may approve a Joint Wealth Account to be opened, maintained and operated by these Customers as Wealth Account Joint Holders subject to this Agreement. The Bank may decline a Joint Wealth Account to be opened if any one among the Customers who request to open the Joint Wealth Account does not fulfil all the segment membership criteria imposed by the Bank.
- 3.7 The Bank shall be entitled (but not obliged) after giving prior notice to terminate and close a Wealth Account or a Joint Wealth Account, if any Wealth Account Holder or Wealth Account Joint Holder ceases to fulfil any segment membership criteria imposed by the Bank from time to time. For avoidance of doubt, a Joint Wealth Account may be terminated and closed upon any one Wealth Account Joint Holder ceases to fulfill any segment membership criteria and notwithstanding that the other Wealth Account Joint Holder(s) continue(s) to fulfil all segment membership criteria. Clause 21 below shall apply to termination of Wealth Account, which includes a Joint Wealth Account.
- 3.8 In the event that the Customer is redesignated from one customer segment to another, the transfer of existing investment products, including but not limited to Units or Bonds, from or to the Wealth Account or Joint Wealth Account may require ten (10) Business Days to take effect, during which you may not be able to transact upon such Units or Bonds. You acknowledge that you have assessed the risk of not being able to transact upon such Units or Bonds within the 10 Business Days and you are willing to assume all loss and damage which you may sustain from this inability to transact.

#### **4 Instructions, Communications or Orders**

- 4.1 All Instructions in respect of a Wealth Account or a Joint Wealth Account, as the case may be, must be given by you strictly in accordance with the authorisations or mandates for the time being in effect in respect of such Wealth Account or Joint Wealth Account, as the case may be



(subject to clause 2.6 above for Joint Wealth Account). All such Instructions shall be given to the Bank in writing or in such other mode(s) and/or method(s) agreed by the Bank from time to time. Instructions to change mandate will be effected by the Bank at least three (3) Business Days (or any other reasonable time period set by the Bank and notified to you) after the receipt of the Instruction.

- 4.2 You must give the Instructions and other communications in a manner acceptable to the Bank from time to time. The Bank may rely upon and act on any of your instructions, whether given by telephone, post, e-mail (from the specified email address), mobile (from the specified mobile number), facsimile transmissions or other electronic means ("Instructions"), provided that you shall comply with such procedures and requirements as the Bank may determine at its discretion. The Bank will only carry out Instructions in accordance with its established and regular business practices, procedures and policies and may decline any instructions without liability to you. The Bank has the absolute discretion not to act on any Instructions made/given by you.
- 4.3 All Instructions once received and processed by the Bank shall be binding on you and shall not be cancelled, withdrawn or amended notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in respect of the terms of such Instructions unless the Bank in its discretion agrees otherwise. All transactions carried out by the Bank acting on your Instructions shall be binding on you for all purposes.
- 4.4 All applications made by you shall be binding on you for all purposes, regardless of the mode of the application or circumstances prevailing or the nature of the transaction or arrangement or the amount of money involved and notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in respect of the terms of such Instructions or other communications. The Bank will act and shall be considered as being authorised to act on your Instructions communicated or purportedly communicated by you, as advised to the Bank from time to time. In relation to telephone communication, instructions or confirmation, the Bank may (but is not bound to) ask you questions in order to verify your identity. In relation to e-mail communication or instructions, the Bank will act and shall be considered as being authorised to act on any e-mail communication or instructions which from time to time be or purport to emanate from your internet e-mail address specified to the Bank ("specified e-mail address"). The Bank has the absolute discretion not to act on or rely on any e-mail communication or instructions that do not emanate from the specified e-mail address. In relation to mobile communication or instructions, the Bank will act and shall be considered as being authorised to act on any mobile communication or instructions which from time to time be or purport to emanate from your mobile number or user ID specified to the Bank ("specified mobile number"). The Bank has the absolute discretion not to act on or rely on any mobile communication or instructions that do not emanate from the specified mobile number.
- 4.5 You authorise the Bank to act on any Instructions (including any transfer, sale or other disposition of the funds or assets in your Wealth Account) made/given by you. The Bank shall not be obliged to inquire as to the purpose of any transfer of funds or assets so authorised by any such instructions or identity of any transferee.



- 4.6 You agree that the Bank shall not be responsible or liable to you in any manner whatsoever should the relevant forms submitted by you to the Bank be lost, destroyed or misplaced through no fault of the Bank or due to any force majeure event.
- 4.7 You acknowledge and agree that any incomplete, inaccurate or erroneous information may result in delays in the processing of each transaction and may in certain circumstances result in a rejection of the transaction, as determined by the Bank in its discretion.
- 4.8 The Bank may elect not to act on your Instructions where it results in the total amount of payments exceeding the credit balance in the Account(s) but if the Bank does so act, it may elect to execute such Instructions in whole or in part or in any order without reference to the time of receipt of your Instructions. The Bank accepts no responsibility, and the Bank will not be liable for any loss or damage, errors, delays or default, refusal or omission of any kind to make all or any of the payments or any such Instructions or because of insufficient funds in the Account(s). No notice will be sent if the Bank is unable to effect any payment due to insufficient funds.
- 4.9 Your specimen signatures and signing powers communicated to the Bank in writing shall remain in effect until such time as the Bank receives written revocation of the same from you. The Bank shall be entitled but not bound to undertake further verification of the signatures other than by comparing them with the specimen signatures on record with the Bank. You are aware that signatures on facsimile or telefaxed instructions may be superimposed fraudulently or without proper authority when transmitted to the Bank and you shall give the Bank facsimile or telefaxed instructions assuming such risks. In relation to e-mail communication or instructions, you further acknowledge that you are aware that e-mail communication or instructions are not secure and you will accept the risk of technical malfunction, unauthorised interference, misdelivery or delay of e-mail messages and computer viruses.
- 4.10 Where applicable, the Bank shall be entitled to not act on any Instructions in which your signature in the Bank's reasonable opinion, which opinion shall be final and conclusive, differs from the specimen signature(s) deposited with the Bank.
- 4.11 You agree and confirm to the Bank that the Wealth Account and all Products and Services shall be used strictly for personal, non-business purposes and/or transactions only (the "Permitted Purposes"). The Bank may refuse to act on any Instructions if such Instructions are inconsistent with the Permitted Purposes.
- 4.12 You shall accept full responsibility for all Instructions or communication made/given to the Bank or received by the Bank whether such Instructions were given by you or purported to be given by you without your knowledge or consent. You shall be liable to pay the Bank on demand any claims, proceedings, loss, damage and costs (including legal costs as between solicitor and own client) incurred by the Bank arising from acting on your Instructions or as a result of any act, omission or breach of any of the terms in this Agreement, save and except for loss caused directly by wilful default or gross negligence by the Bank. Your liabilities will survive the termination of the banker and customer relationship.
- 4.13 You undertake to comply with all the applicable Foreign Exchange Notices and regulations at all times for all transactions performed within your Wealth Account. The Bank may refuse to act



on any Instruction if such Instructions are inconsistent with or will breach or contravene any applicable law, rule or other regulatory requirement.

- 4.14 If there is any ambiguity or inconsistency or conflict in the Instructions (including, without limitation, inconsistent, overlapping and/or unclear Instructions), the Bank may choose not to act upon them unless and until the ambiguity or conflict has been resolved to the Bank's satisfaction or the Bank may choose to act only on the Instructions of all the authorised signatories notwithstanding that any relevant existing mandate or instructions require otherwise.
- 4.15 Notwithstanding the terms of any mandate or future mandate or other agreement or course of dealing between the Bank and you, the Bank is requested and authorised to rely and act on any Instruction, which it in good faith believes to have been given by you without inquiry on the Bank's part as to the authority or identity of the person giving or purporting to give such Instructions. The Instructions received by the Bank and purporting to have been sent by you and/or any photocopy of same shall be conclusive evidence in any legal proceedings of the Instructions given by you. The transactions executed pursuant to such Instruction or other communication shall accordingly be binding on you.
- 4.16 In addition, the Bank shall be entitled, but not obliged, to perform a call back to your registered telephone number with the Bank to confirm any Instructions received by the Bank. If the Bank is unable to successfully perform the call back, the Bank may elect not to act on the Instructions received. The Bank shall not be responsible for any loss, liability or expense arising out of so refraining to act. The Bank may at any time refrain from acting promptly upon any communication or instructions made/given or purportedly made/given by you in order to verify the authenticity thereof without incurring any responsibility for loss, liability or expense arising out of so refraining to act.
- 4.17 The Bank may make audio or video records of any and all conversations and instructions, whether made or conducted in person or through such media availed by the Bank from time to time as means or channels of communication with the customers, and the Bank may use such recordings and transcripts as evidence in any dispute. You consent to the recording of all conversations and accept the Bank's records as conclusive and binding for all purposes.
- 4.18 To the fullest extent permitted by the laws and regulations, the Bank shall not be liable for any losses, damages, expenses, claims or liabilities suffered by you as a result of:
- (a) the Bank acting upon any of your Instructions given to the Bank over the telephone or mobile application or e-mail or by facsimile notwithstanding that it is subsequently shown that such communication or instruction was not given by you;
  - (b) the Bank acting upon facsimile or telefaxed instructions so long as the signatures appearing on any such facsimile or telefaxed instructions appear on verification to be or purport to be in accordance with your specimen signature;
  - (c) any misunderstanding, error or loss resulting from communications or instructions made/given by unauthorised persons or any error, loss or delay resulting from the use of the post, facsimile, telefax, computer, mobile application or telephone system;



- (d) the Bank not acting on any e-mail communication or instructions which do not emanate from the specified e-mail address;
- (e) any error, misunderstanding or lack of clarity in terms of any e-mail or telephone or mobile instructions or communication that the Bank has carried out or acted on (for the avoidance of doubt, this Clause does not in any way whatsoever obligate the Bank to act on any e-mail instructions or communication which relates to financial matters); and
- (f) any malfunction of the facsimile or telefax machines, mobile application, computer or telephone systems and machines or any discrepancies or errors in the figures or instructions or messages.

4.19 The Bank shall not be bound to act on any instructions or communication whether by facsimile, telefax, e-mail, telephone or otherwise, when there is insufficient funds in any of the Customer's Account(s) or if any applicable limit is exceeded or when any conditions relevant to such drawing has not been fulfilled or fully complied with or if the Bank is prevented by law or any attachment or court order or restraint or has other lawful reason from complying with any instructions or communication whether by facsimile, telefax, e-mail, telephone or otherwise made/given or purported to be made/given by the Customer or the Customer's authorised persons or where such instructions or communication whether by facsimile, telefax, e-mail, telephone or otherwise are vague, unclear or incomplete.

4.20 The Bank shall not be liable to the Customer for acting upon any instructions communicated or purportedly communicated by the Customer to the Bank over the telephone or in writing and signed or purportedly signed by the Customer, or given or transmitted, or purportedly given or transmitted, by such means allowed by or acceptable to the Bank from time to time, notwithstanding that it is subsequently shown that such instruction was not given by the Customer. The Customer accepts the risks of misunderstanding, error or loss resulting from instructions given by unauthorised persons or by the use of any means of communications, for which the Bank shall not be liable.

## 5 Consent to Disclosure of Information

- 5.1 Subject to your express instruction (if any) restricting disclosure, your 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 you to disclose.
- 5.2 Without limiting Clause 5.1, you expressly consent to the disclosure of the Information to the parties and for the purposes set out in the table below:

Parties to whom information	Purposes/Circumstances for disclosure of information
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	<b>can be disclosed</b>	
(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;	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 both within and outside Malaysia, with or through whom any of the Services are processed or carried out, including but not limited to Malaysian Electronic Clearing Corporation Sdn Bhd (MyClear), Payments Network Malaysia Sdn Bhd (PayNet), Society for Worldwide Interbank Financial Telecommunication (SWIFT), Visa International, MasterCard International, 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 of the 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 or representative; and	For management of the Customer's affairs.

(i) The assignees or acquirers, potential assignees or acquirers and successors-in-title of the Bank.	For reorganisation including disposal of the whole or any part of the Bank's businesses.
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5.3 You irrevocably consent to and authorise the Bank to conduct credit checks and verify information given by you 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). You irrevocably grant consent to the relevant credit reporting agency(ies) (as defined under the Credit Reporting Agencies Act, 2010) ("CRAs") with whom the Bank conducts credit checks to disclose your credit report / information to the Bank for the purpose of this Agreement and for the Bank's risk management and review. The Bank is hereby authorised but is under no obligation to convey your consent and the purpose of such disclosure to the relevant CRAs.

5.4 You:

- (a) consent to the Bank's disclosure of your personal data (limited to your name and contact details) to organisations within the 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. You may at any time withdraw your consent for direct marketing of such products or services by written request to the Bank; and
- (b) acknowledge having read the Bank's Privacy Policy posted at the Bank's website which notifies you (i) that the Bank may collect your personal data directly from you or from third party sources; (ii) of the purpose for which your personal data is collected; (iii) your right to access your personal data and correct it; (iv) of the class of third parties to whom the Bank may disclose your personal data; (v) of the choices and means for limiting the processing of your personal data; (vi) whether the personal data requested is obligatory or voluntary, and if obligatory, the consequences for not providing such data; (vii) that you may update your personal data as soon as there are changes; and (viii) of the Bank's contact details if you wish to make inquiries or give feedback.

## 6 Statements and Confirmations

6.1 The Bank will furnish you with statements of account ("Statement of Account") for such Products and Services at such intervals and frequencies in such forms (paper and/or electronic) and delivered by such means as the Bank may prescribe from time to time. For clarity, there may be such Products and Services for which no statement of account is issued as the Bank shall deem appropriate. All references to Statement of Account in this Agreement shall include both paper and electronic forms of the Statement of Account unless expressly excluded or unless the context specifically provides for paper or electronic Statement of Account. You shall promptly notify the Bank if you do not receive any Statement of Account at the time when such Statement of Account is ordinarily issued by the Bank, failing which the Bank shall be entitled to proceed on the basis that you have received the Statement of Account in due course.





- 6.2 You agree to verify the correctness of all details contained in each Statement of Account and to notify the Bank in writing (or by any other means permitted by the Bank) within fourteen (14) days (or such other period as may be determined by the Bank) from the date of such Statement of Account of any discrepancies, omissions and/or errors therein. Upon expiry of this period, the details in the Statement of Account shall be conclusive against you except as to alleged errors so notified but subject always to the Bank's right to correct any errors contained therein at any time notwithstanding such acceptance by you.
- 6.3 In addition, for the Accounts, the Bank may also make available for viewing through OCBC Online Banking, a record of the transactions performed in respect of the respective Accounts during a specified period ("Electronic Transaction History"), subject to the Agreement, and provided always that such Electronic Transaction History is provided for convenience only and shall not serve as a Statement of Account. In the event of any inconsistency between any Electronic Transaction History and a Statement of Account, the Statement of Account shall prevail.
- 6.4 In the case of Products and/or Services, to the extent the Bank deems necessary, the Bank will issue Confirmations to you after the execution of each Instruction and (where applicable) such other statements of Contracts carried out and outstanding in relation to the Agreement from time to time at such intervals as the Bank may deem necessary.
- 6.5 You shall examine all entries in all Confirmations and (where applicable) statements of Contracts that the Bank may send to you, report promptly to the Bank any error(s) and/or omission(s) therein, return any Confirmation slip duly signed and notify the Bank should you not receive any Confirmations and (where applicable) statements of Contracts that should, in the ordinary course of events have been received by you .
- 6.6 You further agree that the Bank shall have the right to make adjustments at any time and/or from time to time to the Confirmations and (where applicable) statements of Contracts if there are any error(s) and/or omission(s) therein. You agree that if you do not object in writing to the contents in the Confirmations and (where applicable) statements of Contracts within the stipulated period stated on the Confirmations and (where applicable) statements of Contracts and in any case not later than seven (7) days from the date of the Confirmations and (where applicable) statements of Contracts, you shall be taken to have accepted the accuracy of the Confirmations and (where applicable) statements of Contracts and you shall be estopped from disputing the truth and accuracy of the Confirmations and (where applicable) statements of Contracts. All Confirmations and (where applicable) statements of Contracts shall be final, conclusive and be binding on you, in the absence of manifest error.

## **7 Electronic Statements**

- 7.1 You agree to accept such electronic statement(s) facility which may at any time and from time to time availed by the Bank for such Products and Services at such intervals and frequencies and by such means of delivery as the Bank may decide at its absolute discretion. Further the Bank has the discretion from time to time to modify, restrict, withdraw, cancel, suspend, terminate or discontinue your use of the electronic statement(s) facility and you understand that by using





the electronic statement(s) facility after any modification or change has been effected, you are taken to have agreed to such modification or change.

- 7.2 The Bank reserves the right to impose such fees and charges for the use of the electronic statement(s) facility with your prior consent.
- 7.3 You agree that the availability of the electronic form of your respective Statements of Account on the corresponding statement dates (as determined by the Bank) shall be taken as the date of delivery of the Statements to you.
- 7.4 You agree that your use of the electronic statement(s) facility is to be in such manner as may be prescribed by the Bank from time to time. Electronic statements may be delivered to you through OCBC Online Banking, e-mail or such other means as the Bank may determine at its sole discretion and notified to you :
- (a) your statements may be availed through OCBC Online Banking, which is further subject to the terms and conditions governing OCBC Online Banking Services;
  - (b) your statements may be delivered as attachments to your last known e-mail address registered with the Bank.

You represent, warrant and covenant that you have provided to the Bank your e-mail address of which you are the registered or authorised user, or such other information requested by the Bank to ensure and facilitate the Bank's delivery of the electronic statements including electronic Statements of Account, Confirmations and (where applicable) statements of Contracts to you. You understand that if you do not provide the required information, or if there is any inaccuracy in the information provided to the Bank or if the information is outdated, these may result in failure to deliver the electronic statements to you and/or delivery of the electronic statements to an unauthorized third party, at your risk and detriment and for which the Bank shall assume no responsibility.

- 7.5 You agree that it is your sole responsibility to update the Bank should there be any change of your information such as changes in your e-mail address, in order to ensure that the electronic statements shall continue to be delivered to you in a timely manner. The Bank shall be entitled to act on your last known information in the Bank's records on the basis that such information remains correct, complete and updated, if you have not taken steps to update your information with the Bank through such channels availed and subject to such processes imposed by the Bank for updating and changing your information.
- 7.6 The Bank shall have absolute discretion to deliver (a) both paper and electronic statements or (b) only paper statements or (c) only electronic statements, in respect of any or all Products and Services. Therefore, you shall ensure at all times that your information including your mailing address, your e-mail address and where applicable, your mobile phone number, in the Bank's records are accurate, complete and updated to ensure that you receive the statements in a timely manner. You may request for the Bank to change the mode of delivery of your statements which differ from the existing mode availed by the Bank. The Bank may but is not obliged to accept your request. If the Bank accepts your request, the Bank may impose such terms and conditions and impose such fees and charges.



- 7.7 You agree that the Bank shall have discharged its obligation to deliver the electronic statements to you, based on the Bank's records that the electronic statements have been despatched electronically.
- 7.8 The Bank shall prior to cancelling your use of the electronic statement(s) facility, give notice of such cancellation through such means considered appropriate by the Bank to your last known information in the Bank's records. Such notice is not given if you request to cancel the use of the electronic statement(s) facility and the Bank is giving effect to your request.
- 7.9 You agree that the Bank shall not be liable if you are unable to gain access to your electronic statements, due to maintenance of any systems or any corruption, failure or breakdown in any computer, telecommunication, electrical or network or other causes beyond the Bank's control.
- 7.10 You acknowledge that where the electronic form of your Statement(s) is sent to your registered e-mail address, the Statement(s) will be in the form of attachment(s) to the e-mail and you may gain access to such Statement(s) upon the correct input of any password, which the Bank will notify you through such means as the Bank may determine in the Bank's sole discretion. You agree that you are responsible for keeping the password confidential and you will not reveal the password to any party and will take all necessary steps to prevent disclosure of the password to any party. In the event that the password is disclosed to or discovered by any party, you shall immediately change the password. You further agree that you will be solely responsible and liable for all losses and consequences arising from or in connection with any of your failure to comply with any of the foregoing.
- 7.11 You acknowledge and agree that in the event you make a successful application for a new Product with electronic statement(s) facility, the Bank may at its sole discretion determine and, you agree that the Bank may, deliver to your registered e-mail address, the statements for all your other accounts for which the Bank determines the electronic statement(s) facility is applicable, including those for which you had previously requested only for access to your statement(s) through OCBC Online Banking and/or such other means of delivery.

## **8 Use of Electronic Services**

- 8.1 All Instructions and communications with the Bank through the use of channels such as OCBC Online Banking (which includes OCBC Internet Banking and OCBC Mobile Banking) and services provided, such as OCBC RM Chat, these shall continue to be governed by the applicable terms and conditions governing such channels. The Electronic Services will be available if you comply with the procedures and terms prescribed by the Bank on the access and use of such Electronic Services.
- 8.2 The availability of the Electronic Services shall also be subject to the hours, payment of any costs, fees, commissions and charges determined by the Bank from time to time. The Electronic Services may be varied, supplemented or withdrawn by the Bank at any time and from time to time.



8.3 You acknowledge that communication through the use of telephone or mobile phone or internet (e-mail) is not a secure means of communication. Third parties including but not limited to service and network providers may be able to gain access to communication transmitted from or to you. Unless expressly prohibited by mandatory laws and regulations, the Bank, its officers and employees shall not be liable to you for any loss or damage suffered by you, directly or indirectly, as a result of the disclosure of any information transmitted via telephone or mobile phone or e-mail to or from you or the non-receipt of any such communication by the Bank or you, as the case may be, for any reason whatsoever, including but not limited to breakdown, malfunction or corruption of computer, terminal or communication lines or link or equipment whether or not belonging to the Bank.

#### 8.4 Your Responsibilities as the Customer

- (a) You shall maintain security of the Electronic Services and the security codes (which include but are not limited to username, password, PIN and other credentials) by:
- (i) keeping the security codes private and confidential at all times and not disclosing the security codes to anyone (this includes not disclosing your information and security codes to any officer of the Bank or via unsolicited e-mails or any websites other than official secured website of the Bank) and by monitoring and ensuring that the use or access to the Electronic Services is performed through the equipment or device under your control;
  - (ii) promptly notifying the Bank at the contact numbers provided by the Bank if you know or suspect or believe that any equipment or device is lost or stolen or compromised; or that the confidentiality of the security codes is disclosed, misplaced, compromised, lost or stolen. Oral notice shall be followed within 24 hours by written notice supported by a copy of the police report as required by the Bank;
  - (iii) ensuring that the authorised user understands and complies with the terms and conditions for the use of the security codes and the Electronic Services and notifying the Bank immediately if an authorised user is no longer authorised to use the Electronic Services;
  - (iv) where telephones with key press password recorders or other similar devices are installed, by deleting the numbers relating to the transactions after the instructions have been issued; and
  - (v) by reading and understanding the user guide, if any and where applicable, for the Electronic Services before attempting to use the Electronic Services.
- (b) You understand that failure to comply with any of the above may expose you to theft and/or unauthorized use of the security codes or the Electronic Services, and may result in funds being transferred out of your Account(s) to unauthorized third party(ies), for which the Bank will not be liable.



- (c) You shall be liable to the Bank for unauthorized transactions through the Electronic Services, if you have:
- (i) acted fraudulently; or
  - (ii) failed to carry out the obligations imposed in clause 8.4(a) above to maintain security of the Electronic Services, security codes, equipment and device; or
  - (iii) delayed in notifying the Bank as soon as reasonably practicable after having discovered the loss or unauthorized use of any security codes, Electronic Services, your equipment or device; or
  - (iv) voluntarily disclosed any security codes to any person; or
  - (v) recorded the security code on the equipment, device or anything which may have enabled or facilitated or contributed to the unauthorized use of the Electronic Services. You are not liable for losses resulting from unauthorised transaction occurring after you had notified the Bank in accordance with these terms and conditions that your security codes or Electronic Services has been lost, misused, stolen, compromised or breached.

## 8.5 Liability

- (a) The Bank shall not be responsible for any damages, losses, costs and expenses (whether direct or indirect, whether foreseeable or not and whether the Bank has notice or not) which you may suffer or incur arising out of or in relation to:
- (i) your misuse or failure to correctly use the security codes or the Electronic Services or any software/hardware/equipment required for the Electronic Services;
  - (ii) your failure to follow the updated instructions, guidelines and procedures for using, accessing, applying for, purchasing, selling any products and/or services via the Electronic Services;
  - (iii) all disputes arising from transactions on products and/or services or facilities of or with any third parties effected via the Electronic Services;
  - (iv) malfunction, defect or failure of any network, terminal or any data processing system, computer or telecommunications system (collectively, "Systems"), whether any of the foregoing belong to or are operated by the Bank, unless the malfunction, defect or failure is attributable to the Bank's negligence;
  - (v) other circumstances beyond the control of the Bank or any bank, financial or any person or any organization involved in the Systems; and
  - (vi) any delay in payment which is not caused by the gross negligence of the Bank, including but not limited to non-delivery or wrong delivery of any material or notice or products, goods or services of any persons, including the Bank.



- (b) The Bank will take reasonable efforts to rectify any defect, malfunction or failure of any of the Systems under the Bank's control in order to restore the affected Electronic Services to mitigate the adverse consequence arising from such defect, malfunction or failure.

## 8.6 Dispute Resolution

- (a) Upon receipt of any complaints from you, the Bank will revert to you within 14 days (or such other period as the Bank may inform you of) from date of receipt. Where the Bank is unable to revert within 14 days, the Bank will notify you in writing of the need for an extension of time to reply. You can appeal to the senior management of the Bank or to the Ombudsman for Financial Services or Securities Industry Dispute Resolution Center (SIDREC) where applicable, if you are still not satisfied with the outcome of the complaint. The complaint letter must be sent to the following address or you may call the number below or such other address or contact numbers as the Bank may notify you:

For consumer banking customers:

Service Transformation Department,  
OCBC Bank (Malaysia) Berhad,  
Menara OCBC,  
No. 18, Jalan Tun Perak,  
50050 Kuala Lumpur, Malaysia.  
Telephone No: 03-8317 5000

- (b) You will be required to furnish certain requisite particulars about your dispute, including but not limited to your name, the affected Wealth Account and Wealth Portfolio, date of the disputed transaction, amount of the disputed transaction and reason why you believe that it is a disputed transaction. All disputes will be investigated by the Bank. Upon conclusion of the investigation, the Bank may credit to or debit from the relevant Account(s) or make the necessary adjustments of the amount owing or payable between the Bank and you and reflect in the following month's statement or record. If payment had been made on any dispute which is subsequently found to be false, the payment must be refunded to the Bank and all expenses incurred in the investigation and in recovering the payment shall be borne by the maker of the false dispute. In addition, police report will be lodged against all false disputes.

## 9 Notices/Communications

- 9.1 All notices or other communications to the Bank under or in connection with this Agreement shall be given in writing (by mail or facsimile) and sent to the branch where the Wealth Account (or Joint Wealth Account) is maintained or in such other manner as may be notified by the Bank to you from time to time. Such notices and communications are given by you to the Bank when the notification or communication is received by the Bank.



- 9.2 Any statement, advice, confirmation, notice, demand and all other correspondence by the Bank under the Agreement (including but not limited to any writ of summons or other originating process relating to or by which any legal proceedings against you are commenced by the Bank) ("Correspondence") shall be served on you:
- (a) by sending (by post or courier) to you at your last address registered with the Bank; or
  - (b) by telex or facsimile addressed in any such manner as aforesaid to your telex or facsimile address last registered with the Bank; or
  - (c) by notification in the mass media, posting the notice in the Bank's branches, inserting the notice into the statement of account, electronic transmission (including via e-mails, mobile phones, other devices or the internet) or by posting at the Bank's website or at the ATM or other terminals of the Bank; or
  - (d) through other means of communication (including without limitation, our website, branch notices and other electronic media)
- as the Bank may determine in its sole discretion.
- 9.3 The Correspondence shall be taken as delivered: (a) on the day it was delivered personally or transmitted by telex or facsimile; (b) if sent by post or courier, on the day following posting; or (c) on the day of publication or broadcast.
- 9.4 In the case of Joint Wealth Accounts, any Correspondence served in accordance herewith on one of the Wealth Account Joint Holders shall be taken as validly served on all of the Wealth Account Joint Holders.
- 9.5 The Bank shall not in any circumstances, be responsible or liable to you for events that occur after any Correspondence is sent or during delivery, transmission or despatch, including without limitation, delay, interception or loss of Correspondence or disclosure to third party when the Correspondence is in transit.
- 9.6 The Bank may communicate with you via e-mail at your request. When you provide the Bank with an e-mail address, the Bank shall be entitled but not obliged to treat such act of providing the e-mail address as your request for the Bank to communicate with you via e-mail. Once the Bank registers the e-mail address, you agree that the Bank shall be entitled but not obliged to send any and all Correspondence in respect of any and all of the Products and Services under your Wealth Account or Joint Wealth Account to such registered e-mail address.
- 9.7 You further agree and accept that service of any documents (including writ of summons or other originating process) in accordance with this clause 9, shall be good and valid service on you. In addition to these methods of service referenced herein, the Bank may serve any documents on you in any other method permitted by law.



## 10 Costs, Fees and Charges

- 10.1 The Bank may (a) debit the Account(s) with the full amount of or (b) demand that you pay to the Bank in such manner as the Bank may impose and stipulate from time to time (as the case may be) any charges, commissions, stamp duty, fees or any other costs and expenses, interest, withholding or other taxes and penalties (including without limitation legal fees on a full indemnity basis and stamp fees) payable by you to the Bank in respect of :
- (a) any Products and/or Services;
  - (b) any liability of any nature arising in respect of the Wealth Account or otherwise;
  - (c) any overdrawn sums on the Account(s);
  - (d) the performance, protection, preservation or enforcement of the Bank's rights under the Agreement; or
  - (e) any goods and services tax or other taxes or levies now or hereafter imposed by law, both within or outside Malaysia 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.
- 10.2 The fees and charges are available from the Bank's branches, website or any other delivery channel of the Bank. The Bank may vary such fees and charges with prior notice. You may continue to operate the Wealth Account and the applicable Account(s), Products and Services or make use of the same only if you agree with such revised rate of charges or fees without reservation.
- 10.3 A charge at the amount stated in the Bank's fees and charges guide will be levied if the Wealth Portfolio remain inactive for such duration as the Bank may prescribe from time to time or if you close your Wealth Account within such time period as the Bank may prescribe from time to time.
- 10.4 In the case of unit trust investment services, you acknowledge that fund management companies 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 you or other dealings in respect of or relating to the Funds or Units. You agree that the Bank may retain such commission, discounts, fees or otherwise received by the Bank for its benefit and without any obligation to account to you.

## 11 Payments

- 11.1 You agree to pay to the Bank on demand all monies and charges together with interest on such monies from the date on which such monies become due to the date of payment in the currency in which they are due in immediately available and freely transferable cleared funds and at such rate which the Bank shall determine from time to time.





- 11.2 All such monies and charges shall be payable by you in immediately available and freely transferable cleared funds in full without any set-off or counterclaim or any restriction or condition, and free and clear of and without deduction for present or future taxes (including without limitation stamp duty or other taxes), levies, charges or withholdings, and all liabilities with respect thereto. If any deduction or withholding is required for or on account of any Taxes, you shall pay such additional amount as is necessary to ensure that the Bank receive the full amount which the Bank would otherwise have received had no such deduction or withholding been required. You shall further pay the full amount of such deduction to the relevant taxation authority in accordance with any applicable law.
- 11.3 If the Bank is obliged by law to deduct or withhold any sum from any payment to you , you authorise the Bank to effect such withholding and to pay the net sum over to you or to place such sum in the Account(s).
- 11.4 All monies and charges payable by you are exclusive of any Taxes (whether imposed in Malaysia or other jurisdiction) which shall, where applicable, be paid by you in addition to any sums otherwise payable, at the rate in force at the due date for payment.
- 11.5 You shall pay in full to the appropriate taxing authority all Taxes, levies or charges imposed by law in any jurisdiction or the Bank with regard to the facilities and promptly deliver to the Bank the original or certified copy of each receipt evidencing such payment.
- 11.6 You shall complete such forms and documentation as may be required from time to time by the Bank for the purpose of conferring upon the Bank the benefit of any applicable tax treaties or provisions under any applicable law or for any other purposes in connection therewith.
- 11.7 Where applicable, the Bank may, at such reasonable rate as the Bank may determine, convert any payment received for the Account(s) in a currency different from that of such Account into the currency of that Account and you shall bear the cost of such conversion.
- 11.8 Each party shall make payment of the amounts or delivery of the assets in accordance with the Agreement. The Bank shall be under no legal obligation to pay the Customer any amount or deliver any asset under the Agreement until the Customer has delivered to the Bank any amount due and payable by him/her or any asset to be delivered by him/ her. Provided always that the Bank's obligation to pay any amount or to deliver any asset is subject to the condition precedent that no event which constitutes or which, with the passage of time would constitute an Event of Default, has occurred or is continuing, and such other condition precedent specified in the relevant Contract (if any).

## **12 Liability of the Bank**

- 12.1 To the fullest extent permitted by laws and regulations, neither the Bank nor any of its employees, nominees or agents shall be liable as a result of acting or omitting to act.
- 12.2 The Bank shall have no liability to the Customer for any indirect, incidental or inconsequential loss or damages (including loss of profit, business or goodwill) even if advised of the possibility of such loss or damages.





12.3 Without limiting the generality of the foregoing and to the fullest extent permitted by laws and regulations, the Bank shall not be responsible or liable for any expense, loss, damage, liability or other consequences suffered or incurred by you :

- (a) for acting or omitting to act in good faith on your Instructions;
- (b) if for any reason beyond the Bank's control (including, without limitation, the unavailability of the funds credited to any account due to restrictions on convertibility or transferability, requisitions, involuntary transfers, distraints of any character, exercise of governmental or military powers, acts of war or civil strife, or other similar causes beyond the Bank's control), the operation of the Wealth Account, any Wealth Portfolio(s), any Account(s), Product(s) and/or Service(s) is restricted or otherwise affected;
- (c) in connection with any arrangements between the Bank with third parties to provide incentives and benefits to the Bank's customers;
- (d) the non-receipt of your funds by the Bank ;
- (e) for any loss or damage caused by any delay or failure in any transmission or communication facilities;
- (f) for any loss or damage caused by any third party's failure, delay, mistake, refusal, errors, defaults of any kind, neglect or omission in the transmission of any instructions or the making of any payment under the same;
- (g) if the funds credited or debited from the Account(s) diminish in value due to taxes, depreciation or becomes unavailable due to restrictions (howsoever arising) on convertibility, requisitions, involuntary transfers, distraints of any character, exercise of governmental or military powers, war, strikes or other causes beyond the Bank's reasonable control;
- (h) arising from the Bank's inability to detect or inadequate authenticity of your signature;
- (i) arising from your negligence, default or misconduct; or
- (j) for the bankruptcy or insolvency of any agent, nominee, correspondent or counterparty used by the Bank.

12.4 The Bank shall not be liable for any loss, damage or expense suffered or incurred by you (whether as a result of forgery of the signatory's signature, material alteration of withdrawal requests or other reasons of any kind whatsoever) through no fault of the Bank. The Bank shall not be liable for paying on altered and/or forged instructions where the alterations and/or forgery were made possible by use of erasable ink, pens or typewriters or any other equipment with built-in erasure features where the alterations and/or forgery cannot be easily detected or where the alteration and/or forgery is due to your negligence. Where applicable, if the Bank has debited your Account(s) in reliance on a withdrawal or payment request on which your signature was forged, the Bank shall not be liable to reverse the debit or pay or compensate you in respect of the amount so debited.



- 12.5 Bank shall not be liable to you for acting upon any instructions communicated or purportedly communicated by you to the Bank over the telephone or mobile or in writing and signed or purportedly signed by you or given or transmitted or purportedly given or transmitted by facsimile, notwithstanding that it is subsequently shown that such instruction was not given by you.
- 12.6 In the case of deposit accounts and in addition to the foregoing, you understand and agree:
- (a) to the inherent exchange risk in Foreign Currency deposits. In particular, a decline in the Foreign Currency's exchange rate relative to your currency of choice will reduce (or even eliminate) your return or earnings on the Foreign Currency deposits;
  - (b) that any funds credited or debited from the Account(s) may diminish in value due to taxes, depreciation or become unavailable due to restrictions (howsoever arising) on convertibility, transferability, requisition, government acts, order, decrees and regulations, involuntary transfers, distraints of any character, exercise of governmental or military or usurped powers, war, strikes, acts of civil strife, monetary union or exchange similar causes beyond the Bank's reasonable control, and the Bank will have no responsibility or liability thereon;
  - (c) that any currency in which the Bank's payment obligations are denominated may become unavailable due to restrictions (howsoever arising) on convertibility, transferability, requisition, government acts, order, decrees and regulations, involuntary transfers, distraints of any character, exercise of governmental or military or usurped powers, war, strikes, acts of civil strife, monetary union or exchange similar causes beyond the Bank's reasonable control, and the Bank shall be entitled to fulfil its payment obligations in such other currency or currencies at such rates of exchange as the Bank may at its discretion determine.
- 12.7 To the fullest extent permitted by laws and regulations, the Bank shall not be liable for any loss or damage suffered by you by reason of or due to (a) any act, omission or delay on the part of the nominee or agent or sub-agent of the Bank or the Custodian; and (b) any act, omission, delay or improper or wrongful execution on the part of the nominee or agent or sub-agent of any fund management company or trustee or their registrar or depository or depository agent or clearing system or any other person to negotiate or initiate, carry out or execute your instructions under this Agreement or under or pursuant to any application made by you to the Bank (to buy, switch or sell any Fund or Unit or other transaction).
- 12.8 The Bank shall not be liable for any failure to perform any obligation under these terms and conditions if such performance would result in it being in breach of any law, regulation or other requirement of any governmental or other authority, as it shall determine.



### 13 Counterparties, Brokers and Agents

- 13.1 The Bank may appoint or arrange for any member of the OCBC Group or any agent of its choosing to carry out the Services (or any part thereof) which the Bank agrees to provide to the Customer hereunder upon such terms and conditions as it deems fit.
- 13.2 Unless otherwise agreed by the Bank, the Bank shall effect trades or transactions for the Customer only with counterparties or through brokers or agents of the Bank's own choice (including, without limitation to the foregoing, any company within the OCBC Group, even if a conflict of interest may arise).
- 13.3 Unless expressly prohibited by mandatory laws, the Bank shall in no event be responsible for any act(s) and/or omission(s) of any counterparties, brokers or agents through whom trades or transactions are effected. In particular but without limitation, the Customer shall bear the risk of the bankruptcy or insolvency of any counterparty, broker or agent with whom a trade or transaction on the Customer's Wealth Account is effected.
- 13.4 The Bank may pay to, or receive from, any counterparty, broker, agent or from another member of the OCBC Group charges, commissions, fees or rebates (as the case may be) in any form in respect of (a) any trades or transactions effected for the Customer or (b) any hedges effected by the Bank in connection with such trades or (c) services provided for the Customer in the Bank's capacity as principal, trustee or agent and without being liable to account for or disclose to the Customer any such profit derived by the Bank.
- 13.5 The Customer understands that the Bank may receive rebates from such counterparty, broker, agent or from another member of the OCBC Group of a portion of such charges, commissions or fees and the Customer agrees that the Bank is entitled to retain such rebates (or the difference between any charges, fees or commissions that the Bank may charge the Customer and those payable by the Bank to such counterparty, broker, agent or member of the OCBC Group).
- 13.6 The Bank may, in its sole and absolute discretion, act either as agent of or principal to the Customer for its own accounts, or for the accounts of any other entity in which the Bank or any person within the OCBC Group has an interest, in respect of any Contract, whether such Contract is effected on the Customer's Instructions or otherwise, and shall not be required to inform the Customer of the same.
- 13.7 The Customer hereby consents to the Bank buying from or selling to the Customer any futures contract for: (a) the Bank's own account; (b) the account of any person to which the Bank is associated or connected with; or (c) any account in which the Bank has an interest.
- 13.8 The Bank shall be absolutely entitled to all gains, profits and benefits derived from any such contract or transaction, including any spread on contracts or transactions entered into with you and corresponding or back-to-back contracts or transactions entered into by the Bank with third party brokers or counterparties.
- 13.9 The Bank may appoint or engage introducers or referral agents (including, without limitation, any member of the OCBC Group, employees, officers or representatives of the Bank, customers



of the Bank or unrelated third parties) to introduce the Customer or other customers to the Bank and may pay fees or provide other consideration to such introducers or referral agents in return for their introductions or referrals.

## 14 Indemnity

14.1 You shall indemnify the Bank, its officers, employees, nominees and agents promptly on a full indemnity basis from and against all claims, demands, actions, suits, proceedings, orders, losses (direct or consequential), damages, costs, fees, penalties and expenses (including all duties, taxes and other levies and legal fees on a full indemnity basis) and any and all other liabilities of whatsoever nature or description howsoever arising which the Bank may sustain or incur (i) as a result of your failure or inability to perform any of your obligations under the Agreement and/or (ii) directly or indirectly in connection with the execution, performance or enforcement of the Agreement or any other agreement including without limitation:

- (a) the operation of any Wealth Account, Wealth Portfolio(s), Account(s);
- (b) the provision of any Service and/or Product to you by the Bank ;
- (c) the unwinding of any transactions by reason of the Bank not receiving funds from you in accordance with the terms agreed with the Bank;
- (d) the placement of a negotiable instrument of deposit by you and sources of funds for such placement;
- (e) the investment and/or acquisition by you and sources of funds for such investment and/or acquisition;
- (f) by reason of the introduction or change in any applicable law, regulation or directive of any government or agency of any state, the Bank's cost of maintaining or providing the Services or any funding hereunder is increased or any interest, payment or return is reduced, foregone or otherwise suffered by the Bank;
- (g) by reason of the Bank as collecting bank relying upon or guaranteeing any endorsement or discharge on a cheque, bill, note, draft or other instruments presented by you for collection, and in all cases, such reliance or guarantee by the Bank shall be taken to have been exercised at your express request;
- (h) the dealing of Units or the custody of Units or any orders, requests, instructions or transactions made or purported to be made by you or any use or purported use by you of the unit trust investment services;
- (i) the Bank taking, relying and acting upon or omitting to act on any Instructions given or purported to be given by you or by any person(s) purporting to be your attorney or any other third party, regardless of the circumstances prevailing at the time of such Instructions or the nature of the transaction;
- (j) your failure to pay or repay to the Bank on demand any sum due to the Bank (including all interest accrued thereon);
- (k) your breach of any one or more provisions of the Agreement;
- (l) the protection and enforcement by the Bank of its rights (including rights of sale, set-off, recovering payment or enforcement proceedings) under or in connection with the Agreement and/or the Product(s), Service(s) and/or Account(s);



- (m) any dispute amongst any of the personal representative(s) of a deceased Customer and/or the beneficiary(ies) claiming rights over or against any Wealth Account or Joint Wealth Account or any part thereof;
- (n) any claims, demands, actions, legal proceedings made, issued or commenced against the Bank (i) which you are not fully successful or (ii) by a third party who is in dispute with you, whether related to any Wealth Account, Joint Wealth Account or any part thereof or any Products or Services by the Bank;
- (o) the Bank using any system or means of communication or transmission in carrying out your instructions which results in the loss, delay, distortion or duplication of such instructions.

14.2 This indemnity shall not be discharged or cancelled under any circumstances whatsoever and shall continue as an independent covenant without merger into any judgement that the Bank may obtain against you. The certificate or confirmation issued by the Bank as to any losses, expenses, claims or damages payable to it pursuant to this Clause shall, save for any manifest error, be final and conclusive and binding upon you.

## **15 Currency Indemnity**

15.1 If any sum due from you or any order or judgment given or made in relation to or in connection with the Agreement has to be converted from the currency in which is payable by you (the "currency of account") into another currency (the "other currency") for the purpose of making or filing a claim or proof against you, obtaining an order or judgment in any court or other tribunal or enforcing any order or judgment given or made in relation to or in connection with the Agreement, you shall, as a separate independent debt, indemnify and hold harmless the Bank from and against any loss suffered as a result of any difference between the rate of exchange used to convert the sum in question from the currency of account into the other currency and the rate or rates of exchange at which the Bank may in the ordinary course of business purchase the currency of account with the other currency upon receipt of a sum paid in satisfaction, in whole or in part, of any such order, judgment, claim or proof.

15.2 The receipt or recovery by the Bank of any amount in respect of your obligation in the Contract Currency shall constitute a discharge only to the extent that the Bank is able, in accordance with the Bank's usual practice, to purchase the Contract Currency with the currency so received. You shall indemnify and keep the Bank indemnified in respect of any shortfall arising therefrom, which shall constitute a separate and independent obligation under the Agreement.

## **16 Bank's Payment Obligation**

16.1 Where any currency in which the Bank's payment obligations are denominated becomes unavailable due to restrictions on convertibility, transferability, requisitions, government acts, orders, decrees and regulations, involuntary transfers, distraint of any character, exercise of military or usurped powers, acts of war or civil strife, monetary union or exchange or similar



causes beyond the Bank's reasonable control, the Bank shall be deemed to have satisfied such payment obligation by making payment in such other currency as the Bank deems fit.

## **17 Combining of Accounts, Set-off, Security Rights**

- 17.1 In addition to any general lien or similar right to which the Bank may be entitled whether by operation of law, contract or otherwise and without prejudice to any of the Bank's other rights and remedies, the Bank will unconditionally and at all times have a continuing right at any time and from time to time to combine, consolidate or merge, with seven (7) calendar days' prior notice to you, all, some or any of your then existing Wealth Account, Joint Wealth Account(s) and all other Account(s) with the Bank whether opened pursuant to this Agreement or otherwise, in your name alone or which you hold jointly with others or to which you are beneficially entitled, and set-off or transfer any sum standing to the credit of any one or more such accounts with the Bank or OCBC Group or any sum, liability or obligation due by the Bank to you (whether matured or not) in or towards satisfaction of any of your Liabilities and Indebtedness to the Bank, howsoever arising, whether such Liabilities and Indebtedness be of the same currency as the accounts or not and whether such Liabilities and Indebtedness be present, future, actual, matured, contingent, primary, collateral or joint. If there is any shortfall after such set-off, you shall remain liable for any such shortfall, including interest thereon at such rate as the Bank may prescribe from time to time. If any of your Liabilities and Indebtedness is unascertained, the Bank may in good faith estimate that Liabilities and Indebtedness and set-off in respect of that estimate.
- 17.2 In the case of Joint Wealth Account(s) and other Account(s) in joint names, the Bank may set-off the Liabilities and Indebtedness of any Wealth Account Joint Holder(s) or any Account joint holder(s) to the Bank, whether such Liabilities and Indebtedness be of the same currency as the accounts or not and whether such Liabilities and Indebtedness be present, future, actual, matured, contingent, primary, collateral or joint and whether as borrower, surety or otherwise against the credit balance in the Joint Wealth Account(s) or other Account(s) in joint names. Where the said sums have been incurred by only one or some but not all of the Wealth Account Joint Holders or Account joint holder(s), the Bank's rights shall also extend to credit balances to which all the Wealth Account Joint Holders or Account joint holder(s) are singly or jointly entitled.
- 17.3 Without prejudice to Clauses 17.1 and 17.2 above, all amounts standing to the credit of the Wealth Account and any Account(s) shall be taken to be forthwith set-off in or towards satisfaction of your Liabilities and Indebtedness (whether in whole or in part) in any of the following events:
- (a) your failure to repay on demand any sum due to the Bank;
  - (b) you have come under threat of insolvency proceedings or third party claims or legal proceedings;
  - (c) your death, incapacity, winding-up, bankruptcy or receivership;



- (d) the Bank's receipt of a garnishee order or any other order relating to the credit balances and deposits in any of your Account(s) with the Bank; or
  - (e) you breached any one or more of the provisions of the Agreement.
- 17.4 For the avoidance of doubt, any credit balance in your Account(s) including Accounts with OCBC Group may also be applied in satisfaction of any sum then due and payable in respect of your Liabilities. The Bank is authorised to purchase with such monies any other currencies to effect such application using the rate of exchange at the date of set-off.
- 17.5 For the purposes of this Clause 17, the Bank is authorised to use all or part of such credit balance to purchase (at prevailing exchange rates quoted by the Bank) other currencies as may be necessary to effect the application, provided always that the Bank shall not be under any liability to the Customer whatsoever in respect of any loss arising from any conversion of any amount from one currency to another or fluctuations in the rate of exchange for which any currency is for this purpose converted into any other currency.
- 17.6 The Bank shall have the right and is hereby irrevocably authorised as your agent to take such measures (including sale) as the Bank at its sole discretion deems necessary to dispose or otherwise realise all assets and properties from time to time in the Bank's possession or control and at the rate or rates determined by the Bank whether the same be held for safe custody, margin or otherwise, and whether pursuant to the Agreement or otherwise, in or towards satisfaction of any of your Liabilities and Indebtedness. In the event that the sale proceeds is insufficient, you shall accordingly be liable to pay the Bank the shortfall.
- 17.7 When the Bank accepts or incurs liability (whether actual or contingent, primary or collateral, several or joint) for or at the request of the Customer, any funds, monies, securities or other valuables deposited with, custodised, or otherwise under the control of the Bank belonging to the Customer shall automatically become security to the Bank; and the Bank shall have a banker's lien on all such funds, monies, securities or other valuables or any part thereof until the liability is discharged. The Bank shall not be under any obligation to exercise any of its rights under this Clause.

## **18 Representations, Warranties and Undertakings**

- 18.1 The Customer's relationship with the Bank, the provision of the Products and Services, the operation of all Accounts and the implementation of all Instructions shall be subject at all times to all Applicable Laws and Regulations.
- 18.2 The Customer hereby represents and warrants to the Bank that:
- (a) the Customer has full power, authority and capacity to enter into this Agreement and any Contract and to execute and perform all the Customer's obligations under this Agreement and such Contract and where appropriate, he/she has obtained and taken all necessary corporate authorisations and other actions to execute and perform all obligations under this Agreement and such Contract and each of this Agreement and such Contract





constitutes valid and legally binding obligations of the Customer in accordance with its terms;

- (b) the execution, delivery and performance by the Customer of the Customer's obligations under this Agreement and each Contract will not violate any applicable laws, regulations, directives and guidelines (whether local or otherwise), the regulations, rules, by-laws and practices of any relevant Exchange, market, Clearing House or depository, or any order, judgment, injunction, decree, determination or award of any court or other judicial, administrative, statutory or governmental authority having applicability to the Customer;
- (c) the entry into this Agreement or any Contract, and the performance of the obligations under this Agreement or such Contract, by the Customer will not constitute any breach of, or default under, any agreement, instruction or other document to which the Customer is a party or surety or by which the Customer or any of the Customer's properties or assets may be affected;
- (d) all information supplied by the Customer in connection with the Agreement (including, where applicable, each Contract) or any other documentation provided by the Customer to the Bank, financial or otherwise, is true, complete and accurate in all material respects and shall remain true, complete and accurate. The Customer further undertakes to inform the Bank promptly (and in any event no later than thirty (30) days from the date of the change) of any change of facts or circumstances which may render any such information previously provided incorrect or untrue and forthwith provide any information or documentation as the Bank may in its sole discretion require for the purposes of verifying the accuracy of the updated information;
- (e) no Event of Default has occurred or which, with the passage of time or the giving of notice, or both, has occurred or is continuing or would occur in consequence of the Customer entering into the Agreement (including, where applicable, each Contract);
- (f) all consents, licences, approvals or authorisations of, exemptions from or registrations with all regulatory or governmental authority required in connection with or for the performance of the Customer's obligations under this Agreement and each Contract have been obtained, are and will be valid and existing for the period during which any amount is due from him/her to the Bank;
- (g) the claim of the Bank against the Customer, under this Agreement or any Contract, if unsecured, will rank at least *pari passu* with the claims of all the Customer's other unsecured and unsubordinated creditors, save for those whose claims are preferred solely by any bankruptcy, insolvency, liquidation or other similar laws of general application;
- (h) the claims of the Bank against the Customer under this Agreement or any Contract (where such claims are secured) will rank in priority to the claims of all subsequent encumbrances, unless the Bank otherwise agrees in writing;
- (i) the Customer is generally subject to civil and commercial law and to legal proceedings, and neither the Customer nor any of the Customer's assets or properties is entitled to





any immunity or privilege from any set-off, suit, judgment, execution, attachment or other legal process;

- (j) the Customer is not bankrupt or financially insolvent and no steps are being or have been taken to appoint a trustee in bankruptcy or receiver or judicial manager or liquidator over the Customer's assets;
- (k) no proceedings have been commenced or threatened, and no order or declaration has been made, against the Customer for the Customer's liquidation, winding up or bankruptcy, or for the appointment of a judicial manager, administrator, receiver or similar officer to administer any or all of the Customer's assets and the Customer has not declared himself/herself/themselves bankrupt;
- (l) the Customer has sufficient knowledge and experience as to be able to evaluate the merits and risks of entering into each trade or transaction and is acting on his/her own account and has made the Customer's own independent decision to enter into each such trade or transaction for the Customer's own account and assessed whether the trade or transaction is appropriate or suitable for the Customer based on the Customer's own judgment or upon professional advice obtained independently of the Bank (including, where relevant, as to the correct tax and accounting treatment of each trade or transaction). The Customer has acted independently and free from any undue influence by any person, is not relying on any communication (written or oral) of the Bank as investment advice or recommendation to enter into any trade or transaction and is able to assume the risk of loss associated with such trade or transaction; and
- (m) where the Customer is required to settle a trade or transaction by physical delivery, such delivery will operate as a representation that (a) the Customer is the legal and beneficial owner of the property to be delivered free from all liens, charges, equities, rights of pre-emption or other security interests or encumbrances whatsoever, and (b) the Customer has the right to transfer such property on the terms of this Agreement.

Each of the foregoing representations and warranties shall survive and continue to have full force and effect throughout the duration of this Agreement and will be taken to be repeated by the Customer on each such day throughout the duration of this Agreement.

#### 18.3 The Customer undertakes:

- (a) to ratify and confirm all acts done or caused to be done on the Customer's behalf by virtue of the Agreement and each Contract;
- (b) to obtain the necessary approvals and authorisations and do the necessary filings in order to validly perform his/her obligations under the Agreement and each Contract;
- (c) to forthwith notify the Bank of the occurrence of any Event of Default, the occurrence of which or, with the passage of time, the giving of notice would, constitute an Event of Default; and
- (d) in the event of any enquiry or request from regulatory, tax and other governmental authorities and agencies and/or competent law enforcement agencies, the Customer



agrees to provide the Bank with all information and documentation that is necessary to satisfy the enquiry or request.

## **19 Margins, Collateral And Security**

19.1 The Bank may from time to time require the Customer or a Security Provider, and the Customer agrees (and shall procure any Security Provider to agree), to:

- (a) provide security or Collateral (or both) in such form as the Bank may in its absolute discretion require; or
- (b) maintain such Margin(s) (or to deposit with the Bank such amount of money, other assets, or additional security as the Bank may specify in order to maintain such Margin(s)) as the Bank may in its absolute discretion consider appropriate as security for all the Customer's present and future liabilities to the Bank (including but not limited to those arising from any Facilities extended by the Bank to the Customer and in respect of any trades or transactions entered into with or for the Customer, or for the Customer's Wealth Account and/or Wealth Portfolio(s)).

19.2 For the foregoing purposes, the Customer further agrees, where required by the Bank, to execute or furnish, or procure the execution or furnishing by any person(s) acting as Security Provider(s) for the Customer of, such security documents (including any transfer or other forms and notices) as the Bank may from time to time specify and the Customer will, at the Customer's own expense, execute and do, or procure the execution and doing by such person(s) referred to above of, all such assurances, acts and things as the Bank may reasonably require for perfecting or protecting any security granted by the Customer or such person(s) in favour of the Bank or any of its nominees, or for facilitating the realisation and enforcement of such security.

19.3 In addition, the Customer undertakes to (and to procure any Security Provider(s) to):

- (a) insofar as the Collateral comprises of scripless securities, open a custody account / sub-account in the manner required by the Bank and transfer all such securities listed on the relevant Exchange to the said sub-account;
- (b) execute any transfer or other forms and notices as may be required by the Bank from time to time in favour of the Bank or such other party as the Bank may in its absolute discretion direct or nominate and deliver the certificates relating to any Collateral to the Bank or to its nominee(s); and
- (c) from time to time as may be required by the Bank, execute a letter of consent in respect of outsourcing by the Bank of its depository agent's activities and appointment of sub-custodian.

19.4 Unless with the Bank's written consent, security, Collateral or Margin so provided is not to be withdrawn, sold, pledged, transferred, charged, disposed of or otherwise dealt with until all amounts owing by the Customer to the Bank are satisfied or paid in full.



- 19.5 Any Collateral given to the Bank shall be a continuing security, notwithstanding any intermediate payment or settlement of account, for the payment of all sums and the satisfaction of the Liabilities (including all liabilities incurred by the Customer in accordance with this Agreement) and Indebtedness and is to be in addition to and without prejudice to any other security which the Bank may hereafter hold in respect thereof. In the event that the Customer defaults under any credit facilities granted by the Bank, the Bank may (but is not obliged to) enforce its rights over any one or a combination of all of the Collateral provided in connection with this Agreement without further reference to the Customer.
- 19.6 The Collateral Value ascribed to each item of Collateral furnished shall be calculated as a percentage of its market value. Such percentage and market value shall be determined from time to time by the Bank in its absolute discretion. The determination of the adequacy and acceptability of Collateral shall at all times be at the absolute discretion of the Bank and the Bank may, in its absolute discretion, ascribe a zero Collateral Value to any item of Collateral.
- 19.7 The Bank may specify from time to time Margin levels to be established before a Facility may be utilised and to be maintained during the utilisation or availability of a Facility, failing which the Bank may require topping up of Collateral or the repayment of obligations. The Bank may also specify the Margin which if exceeded will entitle the Bank to close out or liquidate positions and Contracts. These Margin levels may be varied by the Bank from time to time in its absolute discretion.
- 19.8 The determination of whether the Customer is in compliance with the Margin stipulated by the Bank shall at all times be at the absolute discretion of the Bank. If at any time the Bank is of the Opinion that the Collateral Value is not sufficient to comply with any Margin stipulated by the Bank (whether owing to the prevailing market value of the Collateral or otherwise), the Bank shall be entitled to take any one or more of the following actions without prejudice and in addition to all other rights powers and remedies of the Bank:
- (a) convert, upon notification to the Customer, any Facilities or loans extended by the Bank to the Customer from the base currency initially agreed between the Bank and the Customer to another currency;
  - (b) review, reduce, restructure and/or cancel any or all Facilities or such part thereof as the Bank may in its absolute discretion think fit;
  - (c) withhold or disallow any disbursement or drawdown of any Facility as the Bank may in its absolute discretion think fit;
  - (d) realise and set-off the Collateral against the Customer's Liabilities to the Bank;
  - (e) notify the Customer to furnish additional Collateral acceptable to the Bank or to repay such part of its outstanding obligations to the Bank within such period as the Bank may determine at its absolute discretion and the Customer shall forthwith upon such notification furnish such additional Collateral or make such repayment so that after the top-up or repayment, the stipulated Margin requirements are complied with. For the avoidance of doubt, the Customer shall still be required to furnish and maintain such

additional Collateral or to make such repayment even if the market value of the Collateral subsequently moves in the Customer's favour;

- (f) exercise all or any of its rights which it would have under Clause 25 below as though an Event of Default had occurred; and
- (g) adopt such other measures as the Bank in its absolute discretion deems fit.

19.9 The Customer agrees to pay such interest at such rate as the Bank may determine (a) on any shortfall in Collateral howsoever arising (that is, when the Collateral falls below the prescribed Margin) including the adjustment of any Margin requirements by the Bank whether or not a demand has been made by the Bank for additional Collateral to cover any resulting shortfall, or (b) on any deficit balances in the Account in respect of any realised losses.

19.10 For avoidance of doubt, where any Facility is granted by the Bank to the Customer, the terms and conditions set out in the Facility Letter and Security Documents shall apply in respect of the Customer's obligations in respect of such Facility.

## **20 Further Security**

20.1 No representation is made by the Bank to the Customer or any Security Provider that the Bank will obtain guarantees from any other guarantors or that the Bank will obtain security for the liabilities of the Customer or any other Security Provider. Failure to obtain security or any additional guarantee (even if the Bank had intended to obtain it) or the discharge or release of any guarantee or security (or both) shall neither discharge any Security Provider from liability hereunder nor release any security provided by a Security Provider.

## **21 Termination**

21.1 The Bank may at any time upon fourteen (14) days (or such period as the Bank may determine) prior written notice terminate any one or more of the following :

- (a) any Wealth Account or Joint Wealth Account;
- (b) any Wealth Portfolio;
- (c) any MCCA or MCTD;
- (d) any, or the provision of any, Products, Services and Contracts; and
- (e) any contractual relationships with you.

The Bank may at any time terminate any one or more of the above by giving you the applicable number of days' written notice as provided in the applicable clauses in any Part of this



Agreement or if no notice period is provided in this Agreement, such period as may be specified by the Bank in the notice, upon any of the following : (i) occurrence of an Event of Default; or (ii) where the Wealth Portfolio has been inactive for such period as may be determined by the Bank from time to time; or (iii) occurrence of an event which entitles the Bank to terminate as provided in any clauses in any Part of this Agreement.

21.2 You agree that:

- (a) Termination of a Wealth Account will result in termination of all the Wealth Portfolio(s) maintained under that Wealth Account.
- (b) Termination of a Wealth Portfolio will result in termination of the MCCA and Services governing the Products and Contracts maintained in that Wealth Portfolio. The MCCA is a mandatory component of a Wealth Portfolio, therefore the MCCA cannot be terminated when the Wealth Portfolio is still maintained with Bank.
- (c) Where any Facility is granted by the Bank to the Customer and secured against the Customer's assets including the Products and Contracts in the Wealth Portfolio, cash in the MCCA and, where applicable, deposits in the MCTD, termination of the Wealth Portfolio and the Wealth Account is further subject to the terms and conditions in the Facility Letter and Security Documents. The Facility Letter and Security Documents shall prevail over matters affecting the Facility, including the Customer's assets in the Wealth Portfolio which are charged, mortgaged, assigned, pledged or otherwise secured in favour of the Bank as Collateral for the Facility.

21.3 Termination under the Agreement or any part thereof shall not discharge or affect the Liabilities and Indebtedness accrued prior to the date of such termination and shall be without prejudice to any Contract outstanding as at the date of termination. The Bank's authority or the authority of any of its nominees or agents to arrange for settlement or closing of any outstanding Contract shall not be affected thereby.

21.4 In connection with the termination of the MCCA and/or MCTD, the Bank shall have fully discharged its liability with respect to the MCCA and MCTD, by paying to the Customer in such form as the Bank may determine the amount of the then credit balances in the MCCA and/or MCTD provided that prior to such payment, the Liabilities and Indebtedness of the Customer to the Bank shall first be set-off from the amount payable, upon giving 7 calendar days' notice to the Customer. Payment as aforesaid by the Bank to the Customer shall constitute a valid, full and effectual discharge and release of the Bank's obligations to the Customer.

21.5 In connection with the termination of the Wealth Portfolio :

In the case of a Customer who terminates all his Accounts, Products and Services with the Bank

- (a) The Customer shall arrange for the transfer of existing Units or Bonds in the Wealth Portfolio, if any, from the Custodian to the Customer or the Customer's authorised agent or representative before termination date. If the Customer fails to complete such arrangements, the Bank may (at the costs of the Customer) transfer or redeem the Units or Bonds 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 documents and to do all such other things as the Bank shall at its absolute discretion deem fit, without any liability for any costs, expenses, losses or damages of whatsoever nature incurred or suffered by the Customer and pay the realisation proceeds to the Customer. 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) 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 MCCA to be handled pursuant to the preceding sub-clause 21.4. If the MCCA is closed for any reason whatsoever prior to the Bank's receipt of the proceeds, the Bank will pay the proceeds to the Customer in such form as the Bank may determine.

- (b) The Customer shall promptly issue to the Bank Instructions relating to the transfer and delivery of Securities held by the Bank, if any, to the Customer's account with a third party, failing which the Bank shall be entitled (but not obliged) to sell or dispose of any and all of the said Securities in any way and on such terms as the Bank deems fit. Thereafter the Bank is authorised to use the proceeds realised from any and every such sale and disposition to (i) satisfy all the costs and expenses incurred by the Bank arising from the sale and disposition as aforesaid; (ii) retain and apply the surplus in payment of all monies due or payable or which may become due or payable to the Bank; and (iii) in so far as the proceeds collected from the sale and disposition as aforesaid may yield a surplus over and above what is required for (i) and (ii) above, such surplus (the amount if determined in good faith by the Bank shall be conclusive against the Customer) will be paid into the MCCA to be handled pursuant to the preceding sub-clause 21.4. If the MCCA is closed for any reason whatsoever prior to the Bank's receipt of the aforesaid proceeds, the Bank will pay the surplus mentioned in (iii) above to the Customer in such form as the Bank may determine. The Bank will also be entitled to exercise the preceding rights forthwith, if the Bank is unable to inform the Customer (for any reason whatsoever) of the Bank's intention to terminate, or the Bank's termination of, the Wealth Account or Wealth Portfolio or provision of the Products or Services to the Customer, any Contract and/or any contractual relationship with the Customer and the Bank has made a good faith determination that the exercise of such rights is reasonably necessary to mitigate against any potential losses it may otherwise sustain.
- (c) Where applicable, the obligation of the Bank of safekeeping or otherwise in relation to the Securities shall forthwith expire and the Customer agrees to bear the risks arising from the continued holding of the Securities by the Bank and subject to the rights conferred upon the Bank under the Agreement.
- (d) Subject to the Bank being fully paid all Liabilities and Indebtedness under the Agreement or otherwise howsoever, the Bank shall deliver, or procure the delivery of all documents relating to the Securities and which are in the custody of the Bank to the Customer or his/her agent as instructed in writing to the Bank.



- (e) If the Customer fails to take delivery of the Securities within fourteen (14) days after notice to take delivery has been given by the Bank, the Bank is authorised to do the following:
- (i) to despatch any of the Securities by registered mail to the address last notified by the Customer in writing (or, in such other mode(s) and/or method(s) acceptable to the Bank from time to time); or
  - (ii) to sell or dispose of in such manner of sale or disposition as it deems fit all or any of the Securities upon such terms and conditions as the Bank may see fit, and to apply the proceeds of any such sale or disposition, after deduction of the expenses thereof, in payment of all monies now or later due payable actually or contingently whether under the Agreement or not and in the event that there is excess proceeds, the Bank may hold such proceeds as security for the Customer's Liabilities and Indebtedness, or at the Bank's option despatch a cheque for the amount of the excess by registered mail to the last address notified by the Customer in writing (or, in such other mode(s) and/or method(s) acceptable to the Bank from time to time).
- (f) The Customer acknowledges that it is his/her duty to take delivery of the Securities. Where such Securities or cheques are dispatched as aforesaid to the Customer, the risk of loss, misplacement, conversion, destruction, damage or any other losses whatsoever and howsoever arising shall be borne by the Customer.
- (g) The Customer agrees that the Bank shall be entitled to treat all Securities as fungible with any other Securities of the same issuer, class and denomination and the Customer shall accept delivery of the Securities of the same issuer, class and denomination in place of those Securities deposited by the Customer with the Bank. The Bank shall have no duty to keep or retain in its possession the Securities kept in custody for the Customer so long as the Bank keeps and maintains Securities of a like nature or character.
- (h) The Customer's existing Structured Investments and negotiable instruments of deposit purchased or entered into prior to termination of Wealth Account, shall continue in effect until maturity of the respective Contracts for such Structured Investments and negotiable instruments of deposit. The Customer shall give instructions with information of his deposit account with any other bank or financial institution within Malaysia, into which any coupons or interest or maturity proceeds from such Contracts shall be credited. If the Customer fails to give such instructions, the Bank shall have fully discharged its liability with respect to the payment of such coupons or interest or maturity proceeds under the Contracts, by paying to the Customer in such form as the Bank may determine, provided that prior to such payment, the Liabilities and Indebtedness of the Customer to the Bank shall first be set-off from the amount payable, upon giving 7 calendar days' notice to the Customer. Payment as aforesaid by the Bank to the Customer shall constitute a valid, full and effectual discharge and release of the Bank's obligations to the Customer.

In the case of a Customer who terminates Wealth Account and Wealth Portfolio but continues to maintain other Account(s), products and services with the Bank





- (i) The Customer accepts that with effect from termination of the Wealth Account, the Bank will no longer be able to facilitate the Customer's purchase of or entering into any agreement for Products and Contracts (including certain Unit Trusts, Bonds, negotiable instruments of dealing, Structured Investments and other Structured Products) which are required to be maintained in a Wealth Portfolio under a Wealth Account.
- (j) Upon termination of the Wealth Account, the Customer's existing :
  - (i) Units, Bonds and Securities shall continue to be held with the Custodian subject to the terms and conditions governing custody services;
  - (ii) Structured Investments and negotiable instruments of deposit shall continue in effect until maturity of the respective Contracts for such Structured Investments and negotiable instruments of deposit.

Any coupons, dividends, incomes or interest or maturity proceeds from such Products and Contracts will be credited into the Customer's Day-to-day Banking Account.

21.6 If the Customer wishes to terminate and close any Wealth Account, the Customer shall then provide instructions to the Bank in a manner acceptable to the Bank from time to time and comply with such procedures as the Bank may determine from time to time at its sole and absolute discretion, for the proper termination and closure of the Wealth Account and the Wealth Portfolio(s), MCCA and where applicable, MCTD, Products, Services and Facility within the Wealth Account. Among others, the Customer shall comply with and is subject to the provisions in the preceding sub-clause 21.5 in respect of any Units, Bonds, Securities, Structured Investments and negotiable instruments of deposit in the Wealth Portfolio. For the avoidance of doubt, in the case of a Joint Wealth Account that is operated by a single signing authority, instructions from any one of the Wealth Account Joint Holders to terminate the said Joint Wealth Account will be accepted by the Bank, and such instructions will be binding on the other Wealth Account Joint Holder(s).

21.7 In the event of termination:

- (a) any sums due and payable by the Customer, including the whole or part of any periodic fees or any other sums which are periodically payable shall forthwith become payable to the Bank; and
- (b) any security created in favour of the Bank pursuant to this Agreement shall not be discharged and released until all of the Customer's Liabilities and Indebtedness to the Bank have been discharged and shall immediately become enforceable if the Customer fails to discharge the Customer's Liabilities and Indebtedness to the Bank.

21.8 Any release of any security by the Bank shall be conditional upon no security or payment to the Bank being avoided or reduced by virtue of any provision or enactment relating to bankruptcy or liquidation for the time being in force and the Bank shall be entitled to retain all or any of the security until the expiration of the statutory period within which such security or payment could be avoided or reduced.



- 21.9 The Bank shall be entitled, if in its discretion it considers it appropriate, to retain any security for a period of up to seven (7) months after your liabilities have been discharged in full and to continue to retain such security if in such period of seven (7) months any person who makes a payment to the Bank for the purpose of discharging your liabilities has a bankruptcy petition or winding-up petition presented against him or it.
- 21.10 Unless there is any specific provision to the contrary, in the event of the Customer's death or incapacity, liquidation, receivership or administration, this Agreement or any other agreement between the Customer and the Bank will remain in force until terminated in accordance with the terms of this Agreement or such other agreement or otherwise in accordance with the operation of law.
- 21.11 Notwithstanding this Clause 21, if the specific terms applicable to the relevant Services or Products contain their own termination provisions, including requisite notice periods, such specific terms will prevail over this Clause 21 in the event of conflict or inconsistency.

## **22 Waiver**

- 22.1 No failure or delay by the Bank or any of its employees in exercising or enforcing any right, power, privilege or option shall operate as a waiver thereof or limit, prejudice or impair any other right, power, privilege or option of the Bank to take any action or to exercise any right, power, privilege or option as against the Customer or render the Bank responsible for any loss or damage arising therefrom. No single or partial exercise of any right, power, privilege or option of the Bank shall preclude any other or further exercise hereof or the exercise of any other right, power, privilege or option of the Bank.
- 22.2 The rights and remedies of the Bank are cumulative and not exhaustive of any rights or remedies which the Bank may have.

## **23 Severability**

- 23.1 Each of the provisions in each Part of the Agreement is severable and distinct from the others and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 23.2 In the event of any conflict or inconsistency, either now or in the future, between any one or more of the provisions in the Agreement and any applicable statute, rule, regulation, practice, constitution, custom, usage, ruling or interpretation, the affected provision(s) of the Agreement shall be deemed modified or superseded as the case may be and all other provisions of the Agreement and the provision(s) so modified shall in all respects continue in full force and effect, and shall not in any way be affected or impaired thereby.



## 24 Force Majeure

24.1 The Bank shall not be responsible or liable to the Customer for:

- (a) delays or failure in performance, whether foreseeable or not; and/or
- (b) any losses, expenses or damages howsoever arising, whether foreseeable or not,

caused wholly or in part by any circumstances or causes whatsoever which are not within the reasonable control of the Bank.

24.2 Without prejudice to the generality of the preceding clause, the following shall be regarded as circumstances and/or causes beyond the Bank's reasonable control: (a) flood, lightning, acts of God, fire, earthquakes and other natural disasters (b) strikes, labour disturbances, lockouts, material shortages, riots, acts of war (c) acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental parliamentary or local authority or any governmental regulations imposed after the fact (d) import or export regulations or embargoes (e) power failure (f) acts or defaults of any telecommunications network operator (g) circumstances where communications lines for the Bank's computer systems cannot be used for reasons not attributable to the Bank (including without limitation those attributable to third party telecommunications carriers).

24.3 The obligations of the Bank, so far as affected by circumstance or causes beyond the Bank's reasonable control, shall be suspended during the continuance of any delay or failure in performance so caused and such delay or failure shall not be a breach of the Agreement.

## 25 Events of Default

25.1 The occurrence of any of the following shall constitute an Event of Default by the Customer in respect of the Customer's obligations in respect of any Account(s), Products and Services:

- (a) the Customer fails to pay any amount due under this Agreement or under any Contract at the time, in the currency and in the manner specified by the Bank;
- (b) the Customer fails to maintain the value of any Collateral or fails to provide additional Collateral if requested by the Bank to do so from time to time;
- (c) the Customer fails to observe any condition or perform any obligation in this Agreement or any Contract and such default continues and remains unrectified after three (3) Business Days of the Bank's written notice to the Customer to remedy the same. In particular, an Event of Default shall be deemed to have occurred if the Customer fails to deliver or accept delivery (when due) of any Securities and such default continues for three (3) Business Days after the Bank's written notice to the Customer;
- (d) an event of default (howsoever described) has occurred under any agreement, debenture, mortgage or instrument which results in any of the Customer's liability or indebtedness becoming or being declared or is capable of being declared due and payable



prior to its stated date of payment or if the Customer fails to duly pay any amount under any such arrangement when due or on demand;

- (e) the Customer is in breach of any applicable laws, regulations, directives and guidelines (whether local or otherwise), the regulations, rules, by-laws and practices of any relevant Exchange, market, Clearing House or depository;
- (f) any representations made or repeated or taken as made by the Customer contained herein, in any Facility Letter, in any Contract or in any other document or agreement with the Bank shall prove to be false, or had the same been made on a later date by reference to the circumstances then existing would have been incorrect or misleading in any respect on that later date;
- (g) any provision of this Agreement, any Facility Letter, any Contract or any security provided in respect of that Facility or Contract is or becomes or is deemed for any reason whatsoever invalid or unenforceable;
- (h) all or a substantial part of the Customer's assets or business are transferred or otherwise disposed of, or are threatened to be transferred or otherwise disposed of, by the Customer or are seized, nationalised, expropriated or compulsorily acquired by any government or agency;
- (i) if the Customer is insolvent or is unable to pay the Customer's debts as and when they fall due or if the Customer threatens to stop or stops or suspends payment of all or a material part of the Customer's debts, begins negotiations or takes such further steps with a view to deferring, rescheduling or re-arranging all or any part of the Customer's indebtedness or makes or proposes to make a general assignment or composition for the benefit of the Customer's creditors or a moratorium is declared in respect of all or substantially all the Customer's indebtedness;
- (j) the commencement, presentation, filing or institution by petition, application, order for relief or otherwise of any bankruptcy, insolvency, composition, dissolution, reorganisation, arrangement, liquidation or other analogous event relating to the Customer or any provider of Collateral under any applicable law;
- (k) an attachment, sequestration, distress, execution or other legal process is levied, enforced or instituted against any assets of the Customer, or an administrator, a receiver, judicial manager, trustee-in-bankruptcy, custodian or other similar official has been appointed (or a petition for the appointment of any such person has been presented) in respect of the Customer or any of the Customer's assets;
- (l) if the Customer (for individuals) shall become deceased, bankrupt or incapacitated;
- (m) the Customer should become charged with, convicted of, or under investigation by any competent court or government authority in any jurisdiction for any criminal offences under any law or regulation, except minor traffic or parking offences;
- (n) any legal proceedings is instituted against the Customer which in the Bank's opinion may materially affect the Customer's ability to perform the Customer's obligations under this



Agreement, the Facility Letter, the Security Document, any Contract or any other agreement with the Bank;

- (o) any event occurs, which in the opinion of the Bank, constitutes a material adverse change affecting the financial condition or operations of the Customer or a material adverse change affecting the consolidated financial condition or business of the Customer;
- (p) there is a change of ownership or control or management of the Customer which, in the opinion of the Bank, will have a material adverse effect on the ability of the Customer to perform its obligations under this Agreement, the Facility Letter, the Security Document, any Contract or any other agreement with the Bank;
- (q) it is or will become unlawful for the Customer to perform or comply with any one or more of its obligations under this Agreement, the Security Document, or any other agreement with the Bank;
- (r) the imposition of any foreign exchange restrictions, exchange control regulations, moratoriums or other prohibitions under the laws or regulations of any country which are in the opinion of the Bank likely to prevent the payment by the Customer of any amount due to the Bank;
- (s) if the security created by any Security Document shall, in the opinion of the Bank, be in jeopardy and notice thereof has been given to the Customer;
- (t) any event occurs which under the law of any relevant jurisdiction has an analogous or equivalent effect to any of the events mentioned in this Clause;
- (u) any other event of default specifically agreed upon between the Bank and the Customer and/or notified by the Bank to the Customer in writing from time to time;
- (v) any event occurs or circumstances arise which the Bank determines give(s) reasonable grounds for believing that the Customer may not be able to perform or comply with any one or more of the Customer's obligations under this Agreement, the Facility Letter, the Security Document, any Contract or any other agreement with the Bank;
- (w) if the Bank is prevented from or hindered or delayed by reason of any action of any state or government agency or under any Applicable Laws and Regulations which make it illegal or unlawful or impossible for the Bank to perform its obligations;
- (x) where a breach occurs in relation to Clause 31.3A or Clause 31.3B; and
- (y) if any of the foregoing events occur in relation to any of the Customer's co-surety, co-obligor or guarantor of the Customer's obligations hereunder.

25.2 At any time if an Event of Default has occurred, the Bank may elect, at its sole discretion and by notice specify the relevant Event(s) of Default and declare that:

- (a) any or all Contracts shall be terminated as of the date specified in such notice. All moneys payable by the Customer, whether actual or contingent, shall become immediately due



and payable and the Collateral taken in respect of any of the Customer's Liabilities hereunder shall become immediately enforceable;

- (b) the provision of any or all Services to the Customer be terminated;
- (c) all contractual relationships with the Customer be terminated and demand that the Customer fully settle all the Customer's Liabilities and Indebtedness with the Bank;
- (d) the Customer shall provide cash or Collateral acceptable to the Bank sufficient to cover in full all outstanding obligations owed by the Customer to the Bank, and all your contingent liabilities to the Bank;
- (e) securities (including any securities which have yet to be settled on the day on which the Bank sells such Securities) held or was to be held in custody be sold;
- (f) the Bank may do all such acts and things at such time or times as it thinks necessary or appropriate to cancel, settle, redeem or terminate any unperformed and/or outstanding Contract (or any part or parts of it) between the Customer and the Bank or with any third party entered into by the Bank as agent for the Customer notwithstanding that the date fixed for performance of such Contract may not have arrived or that the indebtedness may be increased by such action including covering any short position or liquidating any long position;
- (g) the Bank may exercise all rights of set off or sale (by way of public or private sale) realise, assign, transfer or otherwise dispose or exercise any other rights it may have in respect of the Customer;
- (h) the Bank may (but is not obliged to) consolidate all outstanding dealings of whatever nature with regard to Contracts/trading assets (including, without limitation, dealings in different Exchanges and/ or with different maturities) and all such dealings and all profits or losses arising in respect thereof shall thereunder be converted into a single currency at the prevailing exchange rate(s) of the Bank and be treated to constitute a single consolidated transaction and shall be accounted for accordingly;
- (i) the Bank may apply any amounts of whatsoever nature standing to the credit of the Customer (including any Collateral) against any amounts which the Customer owes to the Bank (of whatsoever nature and howsoever arising, including any amounts due and unpaid under any transaction and any contingent amounts), and/or generally to exercise the Bank's right of set-off against the Customer (howsoever arising); and/or
- (j) after any amounts standing to the credit of the Customer are applied against any amounts which the Customer owes to the Bank or generally after the exercise of the Bank's right of set-off against the Customer, demand any shortfall from the Customer, hold any excess pending full settlement of any other obligations of the Customer, or pay any excess to the Customer by way of drafts or cheques to the Customer's mailing address as indicated in the Bank's records or the Customer's last known address notified to the Bank or otherwise in such manner as the Bank considers appropriate to return such amounts to the Customer.



- 25.3 Any settlement or discharge between the Bank and the Customer shall be subject to the conditions that none of any security provided to or any payment made to the Bank becomes or will become avoided or reduced or required to be paid away by virtue of any requirement (whether or not having the force of law) or enactment (whether relating to bankruptcy, insolvency, liquidation, judicial management or administration or otherwise, at any time in force or by virtue of any obligation to give any preference or priority).
- 25.4 For avoidance of doubt, where any Facility is granted by the Bank to the Customer, the specific event of default clauses set out in the Facility Letter and Security Documents shall apply in respect of the Customer's obligations in respect of such Facility.

## **26 Use Of Debt Collection Agent**

The Bank may appoint any person as its debt collection agent to collect any or all indebtedness owing by you to the Bank and you shall be responsible for all costs and expenses of reasonable amount and reasonably incurred by the Bank for that purpose on each occasion. The Bank may disclose such Personal Data and the other information to the extent permitted by Applicable Laws and Regulations to enable any debt collection agent to perform its function including your Personal Data or any indebtedness owing by you to the Bank.

## **27 Compliance with Applicable Laws**

- 27.1 The Agreement shall be governed by and construed in all respects in accordance with the laws of Malaysia.
- 27.2 Notwithstanding the above, the Bank is at liberty to initiate and take actions or proceedings or otherwise against you in Malaysia or other jurisdictions as the Bank deems fit. You hereby agree that where any actions or proceedings are initiated and taken in Malaysia, you shall submit to the jurisdiction of the courts of Malaysia in all matters connected with your obligations and liabilities under or arising out of the Agreement.
- 27.3 The Customer's relationship with the Bank, the operation of the Wealth Account, Wealth Portfolio(s) and all components thereunder including the Accounts, the provision of the Products and Services and the implementation of all Instructions shall be subject at all times to all Applicable Laws and Regulations.
- 27.4 The Customer will comply at all times with all Applicable Laws and Regulations. The Bank may take or refrain from taking any action whatsoever, and the Customer shall do all things required by the Bank, in order to procure or ensure compliance with all Applicable Laws and Regulations.
- 27.5 Notwithstanding anything in this Clause 27, the Bank shall have no responsibility for the Customer's compliance with any Applicable Laws and Regulations, directives and guidelines (whether local or otherwise), the regulations, rules, by-laws and practices of





any relevant Exchange, market, Clearing House or depository governing or affecting the Customer's conduct or the Customer's transactions with the Bank.

## **28 Service of Originating Process**

- 28.1 In the event legal proceedings are instituted by the Bank against the Customer and/or any Security Provider, the originating process shall be taken to have been duly served on the Customer and/or such Security Provider:
- (a) if the originating process is sent by hand, at the time a copy of the originating process is left at the last known mailing address of the Customer and/or such Security Provider in the Bank's records;
  - (b) if the originating process is sent by prepaid registered post, on the seventh (7<sup>th</sup>) day (including the day of posting) from the date the originating process is posted to the last known mailing address of the Customer and/or such Security Provider in the Bank's records.
- 28.2 Where judgment or order had been obtained against the Customer or any Security Provider, service of the judgment or order shall be effected in the same manner set out in the preceding sub-clause and shall be taken to have been duly served on the Customer and/or such Security Provider. The Bank shall only be taken to have been notified of the Customer's or any of the Security Provider's change of address if the Bank has actually received the notice of such change sent by the Customer or such Security Provider.
- 28.3 The provisions in this clause 28 shall apply to the service of any other legal processes whatsoever by or on behalf of the Bank on any of the Security Provider.

## **29 Alteration, Modification and Variation**

- 29.1 Without limiting any of the Bank's rights, the Bank shall be entitled to amend, add to, vary the terms, fees and charges and/or introduce new terms, fees and charges in the Agreement from time to time by giving twenty one (21) days or such other number of days prior notice to you. Such amendment(s), addition(s) and/or variation(s) shall take effect from the date stated in the notice. If you do not accept any such amendments, additions and/or variations, you shall forthwith discontinue making use of the relevant Services and/or operating the Account(s), and terminate the Wealth Account and Products and Services in accordance with termination clauses in this Agreement.
- 29.2 If you continue to make use of the Services (including and not limited to holding, transacting in and/or subscribing for Products after such notification) in the Agreement and/or operate the Account(s), you shall be taken to have agreed to all the amendments, additions and/or variations of terms applicable without reservation or modification.
- 29.3 The Bank may notify you of any changes to the Agreement by any means below:



- (a) publishing such changes in the statements to be sent to you ;
- (b) displaying such changes at the Bank's branches or automated teller machines;
- (c) posting such changes on the Bank's website;
- (d) electronic mail or letter;
- (e) publishing such changes in any newspapers; or
- (f) such other means of communication as the Bank may determine in its absolute discretion.

### **30 Assignment**

- 30.1 The Agreement shall be binding on you and your estate, personal representatives and successors in title and on the Bank, its successors-in-title and assigns. The Agreement shall also continue to be binding on you notwithstanding any change in the name or constitution of the Bank, or the consolidation or amalgamation of the Bank into or with any other entity (in which case the terms shall be binding on the successor entity).
- 30.2 You may not assign any of your rights and interest to the Wealth Account, Wealth Portfolios, Accounts, Products or Services without the express written consent of the Bank.
- 30.3 The Bank may assign any or all of its rights hereunder to any person the Bank deems fit, or change the office through which any Contract is booked, or through which it makes or receives payments or deliveries for the purpose of any Contract.

### **31 Consent and Discretion**

- 31.1 In the Agreement, where the Bank's prior consent, written or otherwise is required to be obtained, such consent may be withheld by the Bank at its absolute discretion.
- 31.2 You agree to provide any information as is necessary to verify your identity and do all things necessary to enable the Bank to comply with applicable anti-money laundering and "know-your client" laws and regulations. You agree that the Bank shall be held harmless against any loss arising as a result of any delay or failure to process any application or transaction if such information and documentation requested by the Bank has not been provided by you.
- 31.3 The following definitions shall have the following meanings respectively in this Clause 31.3, 31.3A and 31.3B:



**“Affiliate”** means, a corporation related to the Customer including an ultimate holding company as defined under S5 and S7 of the Companies Act 2016;

**“Anti-Corruption Laws”** means S17A of the Malaysian Anti-Corruption Commission Act 2009, the Bribery Act 2010 of the United Kingdom, the United States Foreign Corrupt Practices Act of 1977 and any similar laws, rules or regulations issued, administered or enforced by Malaysia, the United States of America, or any other jurisdiction;

**“Anti-Money Laundering Laws”** means the applicable financial record keeping and reporting requirements and the money laundering statutes in Malaysia and each jurisdiction in which the Customer and its Affiliate conducts business or operations, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental or regulatory authority or proceeding by or before any court;

**“Controlled”** means where one person (either directly or indirectly and whether by share capital, voting power, contract or otherwise) has the power to appoint and/or remove the majority of the members of the governing body of another person or otherwise controls or has the power to control the affairs and policies of that other person and that other person is taken to be “controlled” by the first person;

**“Majority owned”** means the holding beneficially or legally of more than 50 per cent. of the issued share capital (or equivalent) or voting rights of such person (excluding any part of that issued share capital (or equivalent) that carries no right to participate beyond a specified amount in a distribution of either profits or capital).

**“Restricted Person”** means, at any time:

- (a) any person listed in any Sanctions related list of designated persons maintained by a Sanctions Authority;
- (b) any person operating, organised, resident, incorporated, registered or legally domiciled in a Sanctioned Country; or
- (c) any person controlled or majority owned by a person described in (a) or (b) above;

**“Sanctioned Country”** means, at any time, a country or territory which is the subject or target of any comprehensive or country-wide or territory-wide Sanctions, including but not limited to North Korea, Iran, Syria, Cuba, Crimea region of the Ukraine and Israel;

**“Sanctions”** means any trade, economic or financial sanctions, embargoes or restrictive measures or related laws or regulations enacted, imposed, administered or enforced from time to time by:

- (a) the United States government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State;
- (b) the United Nations Security Council;
- (c) the European Union and any European Union member state;



- (d) the United Kingdom;
  - (e) the Bank Negara Malaysia ; or
  - (f) any other relevant government authority (including, for the avoidance of doubt, such government authority having jurisdiction over (i) the Customer and/or the Bank (whether based on its jurisdiction of incorporation or the place of its trade, business or other operational activities) or (ii) transaction(s) contemplated by this Agreement),
- (each, a “Sanctions Authority”).

31.3A The Customer hereby represents and warrants to the Bank as follows:

- (a) Neither the Customer, its Affiliate nor any Security Provider(s) (if any), is a Restricted Person;
- (b) none of the proceeds of any Facilities shall be directly or indirectly used for any purpose that would violate any Sanctions or that would fund, facilitate or finance any activities, business or transactions of, or with, any Restricted Person or any Sanctioned Country or be used to finance the purchase or transfer of any military goods or equipment;
- (c) the Customer has implemented and maintains policies and procedures that will ensure compliance with the representations, warranties and undertakings set out in this Clause 31.3, 31.3A and 31.3B;
- (d) the Customer and its Affiliates and any Security Provider(s) are not in breach of any laws and regulations relating to Sanctions.

31.3B The Customer hereby undertakes to the Bank as follows:

- (a) It shall not, whether directly or indirectly, repay any Facilities with funds or assets that:
  - (i) constitute property of, or will be beneficially owned by, any Restricted Person; or
  - (ii) are the direct proceeds derived from any transactions that violate Sanctions applicable to any party hereto.
- (b) It will promptly deliver to the Bank and permit the Bank to obtain the details of any claims, action, suit, proceedings or investigation against it or its Affiliates by any governmental, judicial or regulatory authority with respect to Sanctions to the extent that such details are available to it.
- (c) It shall not (and shall ensure that each of its Affiliates will not) violate any Sanctions and will not conduct or engage in, directly or indirectly, any transaction, conduct, trade, business or other activity that could result in its violation of any Sanctions.



- (d) It shall not (and shall ensure that none of its Affiliates will) directly or indirectly use, or permit or authorise any other person to directly or indirectly use, all or any part of the proceeds of any utilisation of the Facilities or the banking products and services of the Facilities:
  - (i) for any purpose (directly or indirectly) that would violate any Sanctions or that would fund, facilitate or finance any activities, business or transactions of, or with, any Restricted Person or any Sanctioned Country or which would breach any Anti-Corruption Laws, Anti-Money Laundering Laws or terrorism financing laws; or
  - (ii) in any other manner which could result in the Customer or the Bank being in breach of any Sanctions (if and to the extent applicable to either of them) or becoming subject of any Sanctions.
- (e) It shall (and it shall ensure that each of its Affiliates will) conduct its businesses and maintain policies and procedures that will ensure compliance with Anti-Corruption Laws and Anti-Money Laundering Laws.

31.4 The Customer agrees that the Bank may at any time, without the Customer's prior consent, be entitled to:

- (a) suspend operations of or terminate the provision of the Services or Products, this Agreement, any Contract and/or any and all contractual relationships with the Customer or redeem early the Services or Products;
- (b) restrict, block and/or suspend the Customer's access and/or use of any of the Services or Products (whether in whole or in part), including without limitation the content, offerings, services, products and/or functionalities of the Services and/or any access credentials;
- (c) refuse to enter into, process or complete any transaction or otherwise act on any instruction or request;
- (d) cancel or unwind any transaction or unsettled trades or deals; or
- (e) delay or withhold any dividend, proceeds, interest, return or other payment, and take any action as the Bank considers appropriate, whether wholly or partially and for such duration as the Bank may determine in its sole and absolute discretion without incurring any liability if the Bank suspects that any transaction in connection with the Services or Products:
  - (i) may breach any Applicable Laws and Regulations and/or the Bank's internal policy(ies), including without limitation those relating to anti-money laundering, anti-corruption, counterterrorism, anti-bribery, anti-fraud, tax evasion, embargoes or reporting requirements under financial transactions legislation or economic and trade sanctions;



- (ii) involves any Restricted Person (natural, corporate or governmental) that is itself connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions; and/or
- (iii) may directly or indirectly involve the proceeds of, or be applied for the purposes of, conduct which is unlawful in any country (including but not limited to any purpose that would violate any Sanctions or that would fund, facilitate or finance any activities, business or transactions of, or with, any Restricted Person or any Sanctioned Country).

31.5 The Bank may take and instruct any delegate to take any action which it in its sole and absolute discretion considers appropriate so as to comply with any applicable law, regulation, request of a public or regulatory authority or any policy of the Bank which relates to the prevention of fraud, money laundering, terrorism or other criminal activities or the provision of financial and other services to sanctioned persons or entities. Such action may include but is not limited to the interception and investigation of transactions on Account(s) or in relation to any of the Services or Products, this Agreement, any Contract and any and all contractual relationships with the Customer (particularly those involving the international transfer of funds) including the source of the intended recipient of funds paid into or out of accounts. In certain circumstances, such action may delay or prevent the processing of instructions, the settlement of transactions over the Account(s) or in relation to any of the Services or Products, this Agreement, any Contract and any and all contractual relationships with the Customer or the Bank's performance of its obligations under the Agreement. The Bank need not notify the Customer until a reasonable time after it is permitted to do so under such law, regulation or policy of the Bank, or by such public or regulatory authority.

For the avoidance of doubt, the terms of this Clause apply in addition to and do not derogate from any of the terms set forth in this Agreement.

## 32 FATCA and CRS Policies

32.1 OCBC Group's Foreign Account Tax Compliance Act (FATCA) Policy (the "FATCA Policy") and OCBC Group's Common Reporting Standard (CRS) Policy (the "CRS Policy") form part of the terms and conditions governing your relationship with the Bank established under the Agreement. The FATCA Policy and the CRS Policy shall be binding on you and you agree to comply with and adhere to the FATCA Policy and the CRS Policy, which are accessible at [www.ocbc.com/policies](http://www.ocbc.com/policies) or available on request. The Agreement is subject to the FATCA Policy and the CRS Policy. Should there be any conflict or inconsistency between any of the contents of the FATCA Policy and/or the CRS Policy and the Agreement, the contents of the FATCA Policy and/or the CRS Policy (as applicable) shall prevail.



### 33 Warranty on Source of Deposits and FATCA and CRS

- 33.1 The Account and Services shall not be used as channels for money laundering and terrorism financing and you shall immediately notify the Bank if you suspect that the funds credited into the Account are from unlawful activities. You shall at all times comply with all laws and regulations (including the foreign exchange administration laws and regulations, the Anti-Money Laundering, AntiTerrorism Financing and Proceeds of Unlawful Activities Act 2001 and tax laws) of the jurisdiction, binding upon or applicable to you.
- 33.2 For the Bank's compliance with any taxation related law, regulations or authorities' directions or orders, including those related to the Foreign Account Tax Compliance Act of the United States, and Standard for automatic Exchange of Financial Account Information in Tax Matters developed by the Organisation for Economic Co-operation and Development ("CRS"), (collectively, "Tax Laws") (collectively, "Tax Laws") you:
- 1.1. shall promptly make and procure the relevant person ("Relevant Person") to make such declaration, provide all documents and information to the Bank, and notify the Bank of any changes thereto;
  - 1.2. confirm that you have procured the consent of a Relevant Person for disclosure by the Bank of the Relevant Person's information to any regulatory bodies, government agencies, tax authorities, the police, law enforcement bodies and courts, both within and outside Malaysia, including pursuant to the FATCA and CRS; and
  - 1.3. agree that the Bank may at its sole discretion directly require (without involving you) any Relevant Person to (i) provide or confirm the Relevant Person's information; and (ii) agree to any disclosure and / or waive any applicable restriction on disclosure.
- 33.3 The Bank shall be entitled to among others, deduct from or withhold part of any amounts payable by the Bank in the event you or Relevant Person's non-compliance with the aforesaid provisions.
- 33.4 For FATCA, a Relevant Person refers to a "Consenting Person", which means any person including you, Substantial Owners, your Controlling Persons, any persons who is beneficially interested or financially interested in payments from the Bank. A "Substantial Owner" means (a) with respect to a corporate or entity, certain persons that directly or indirectly own more than 25% of the corporation's stock (by vote or value), (b) with respect to a partnership, certain persons that directly or indirectly own more than 25% of the profits or capital interests in the partnership, and (c) with respect to a trust, certain persons treated as the owner of the trust or treated as holding directly or indirectly more than 25% of the beneficial interests of the trust. A "Controlling Person" means any individual who exercises ultimate effective control over an entity or trust.
- 33.5 For CRS, a Relevant Person refers to you and/or a "Controlling Person", which means any natural person who exercises control over a legal person or a legal arrangement, such as a corporation, partnership, trust or foundation.





- 33.6 For a trust, such term means the settlor, the trustees, the protector (if any), the beneficiaries or class of beneficiaries, and any other natural person exercising ultimate effective control over the trust. For a legal arrangement other than a trust, such term means persons in equivalent or similar positions. The term “Controlling Person” must be interpreted in a manner consistent with the Financial Action Task Force Recommendations. Where no natural person(s) is/are identified as exercising control of the entity through ownership interests, the controlling person of the entity is deemed to be the natural person who holds the position of senior managing official.

#### **34 Perbadanan Insurance Deposit Malaysia (PIDM)**

34.1 OCBC Bank (Malaysia) Berhad is a member of PIDM.

34.2 Any money withdrawn from an existing insured deposit for the purpose of subsequent purchase of or transfer to one of the following accounts, is no longer protected by PIDM:

- (a) a deposit account payable outside Malaysia;
- (b) a deposit account held by a financial institution conducting Labuan banking business or Labuan Islamic banking business;
- (c) a deposit account held by a non-deposit-taking members; or
- (d) a non-deposit account (including a securities trading account but excluding a takaful or insurance product).

Please refer to the list of insured deposits displayed at the Bank’s website at [www.ocbc.com.my](http://www.ocbc.com.my) to find out the list of bank deposits which are protected by PIDM.



## PART B: TERMS AND CONDITIONS GOVERNING DEPOSIT ACCOUNTS AND SERVICES

These terms and conditions form part of the OCBC Premier Banking and OCBC Premier Private Client Terms and Conditions (“**Agreement**”) between you and OCBC Bank (Malaysia) Berhad (“**Bank**”). This Part B contains terms and conditions governing the deposit accounts and services under the Wealth Account. All capitalized terms are defined in Part A of the Agreement, save otherwise defined or stated in this Part B.

### 1 Opening of Accounts

- 1.1 The opening of an Account with the Bank is subject to the approval of the Bank. The Customer shall be bound by such terms and conditions imposed by the Bank from time to time on the opening, maintenance and operation of such Account.
- 1.2 The Customer agrees to open, maintain and operate one Multi Currency Current Account and one Multi Currency Term Deposit for each Wealth Portfolio subject to these terms and conditions.

### 2 Multi Currency Current Account (“MCCA”)

- 2.1 MCCA is a non-chequing current account with the main function as the settlement account for the Customer’s Wealth Portfolio.
- 2.2 All deposits into or withdrawals from MCCA (each, a “Money Transfer”) can only be performed through the Customer’s existing Account(s), in particular, any current or savings account maintained with the Bank (“Day-to-day Banking Accounts”). Therefore, the Customer may not:
  - (a) deposit funds from another bank directly into the MCCA or withdraw funds from MCCA to another bank;
  - (b) deposit cash directly into the MCCA by payment over the counter or through the automated teller machine (ATM), or withdraw cash directly from the MCCA by withdrawal over the counter or through ATM.

Thus, Customer shall be responsible to maintain their Day-to-day Banking Accounts for as long as the MCCA is maintained.

- 2.3 Money Transfer may be performed through such means and channels as may be availed by the Bank from time to time, subject to compliance with the procedures imposed by the Bank and different set of terms and conditions which govern the channel used to perform the Money Transfer.
- 2.4 Each Day-to-day Banking Account is denominated in one single currency while each MCCA is denominated in multiple currencies. The Bank reserves the right to determine and vary from time to time, the currencies and number of currencies in which the MCCA is availed. The Bank may add to or remove from or replace any of the currencies in which the MCCA is availed by giving prior notice to the Customer.
- 2.5 All Money Transfers will be performed without any currency conversion. The Customer may request the Bank to perform currency conversion in relation to the available and freely transferable cleared funds within the MCCA, at the Bank’s prevailing foreign currency exchange



rates and subject to payment of such applicable fees and charges. To explain and illustrate further:

- (a) Money Transfer from a Ringgit Malaysia Day-to-day Banking Account to the MCCA will remain denominated in Ringgit Malaysia in the MCCA without conversion;
- (b) Money Transfer from a United States Dollar Day-to-day Banking Account to the MCCA will remain denominated in United States Dollar in the MCCA without conversion;
- (c) Money Transfer of funds denominated in Ringgit Malaysia in the MCCA has to be made to a Ringgit Malaysia Day-to-day Banking Account;
- (d) Money Transfer of funds denominated in United States Dollar in the MCCA has to be made to a United States Dollar Day-to-day Banking Account. If the Customer only maintains a Ringgit Malaysia Day-to-day Banking Account, the Customer must perform either of the following:
  - (i) Request the Bank to convert the available and freely transferable cleared funds in the MCCA from United States Dollar to Ringgit Malaysia and thereafter perform Money Transfer of the Ringgit Malaysia funds from the MCCA to his Ringgit Malaysia Day-to-day Banking Account; or
  - (ii) Open a United States Dollar Day-to-day Banking Account and thereafter perform Money Transfer of the United States Dollar funds from the MCCA to the newly opened United States Dollar Day-to-day Banking Account.

2.6 The Customer may use available and freely transferable cleared funds in the MCCA for:

- (a) Placement(s) into Multi Currency Term Deposit (MCTD); or
- (b) Investment purchase(s); or
- (c) Money Transfer to the MCCA(s) in other Wealth Portfolio(s) in the Customer's Wealth Account.

2.7 The Customer authorizes the Bank to debit from the MCCA for all the following, whichever apply:

- (a) fees, charges, commissions and other expenses incurred for the investment purchases and related services such as custody services, details as set out in the bank's list of fees and charges;
- (b) interest and other fees and charges incurred under the Facility;
- (c) repayment of sums due under the Facility; and
- (d) otherwise in accordance with the terms and conditions contained in other Parts of the Agreement, including any Facility Letter, Financing Documents and Security Documents.

2.8 The following, whichever apply, will be credited into the MCCA:

- (a) Any interest payable on the credit balance in the MCCA;
- (b) Any interest and proceeds arising from withdrawal or maturity of the MCTD;
- (c) Any incomes, earnings, coupon, dividends, etc. from the investment products;
- (d) Proceeds arising from redemption or maturity of the investment products;



- (e) Drawing of Facility, if any; and
- (f) otherwise in accordance with the terms and conditions contained in other Parts of the Agreement, including any Facility Letter, Financing Documents and Security Documents.

### **3 Multi Currency Term Deposits (“MCTD”)**

- 3.1 A Customer may only make a placement in the MCTD as Collateral to secure the Customer’s Liabilities and Indebtedness (including but not limited to those arising from any Facilities extended by the Bank to the Customer and in respect of any trades or transactions entered into with or for the Customer, or for the Customer's Wealth Account and/or Wealth Portfolio(s)).
- 3.2 Each MCTD is denominated in multiple currencies. The Bank reserves the right to determine and vary from time to time, the currencies and number of currencies in which the MCTD is availed. The Bank may add to or remove from or replace any of the currencies in which the MCTD is availed by giving prior notice to the Customer. The Bank may impose and vary from time to time such minimum placement amount and minimum tenure as the Bank may determine.
- 3.3 Funds withdrawn from MCCA for placement into MCTD is without currency conversion provided that the currency of placement is the same. However, the Customer may request the Bank to perform currency conversion of available and freely transferable cleared funds within MCCA at the Bank’s prevailing foreign currency exchange rates and subject to payment of such applicable fees and charges, before the funds in the converted currency is withdrawn from MCCA and placed into the MCTD.
- 3.4 MCTD transactions shall be made through such channels availed by the Bank from time to time. All placements into the MCTD must be funded from the MCCA and withdrawals from MCTD must be deposited into the MCCA. Any currency conversion requested by the Customer may only be performed in respect of available and freely transferable cleared funds in the MCCA.
- 3.5 MCTD transactions will only be accepted by the Bank on a Business Day. Notwithstanding the foregoing, the Bank may accept MCTD transactions on Saturdays and Sundays (other than a gazetted public holiday) at branches designated by the Bank from time to time. However, the Value Date for each MCTD transaction falls on a day within two (2) Business Days from the transaction date as notified to the Customer.
- 3.6 A Contract Note will be generated for each MCTD placement, in such form as may be availed by the Bank. The Contract Note is only an evidence of deposit and not a document of title and thus cannot be pledged as security. Immediate written notice should be given to the Bank if the Contract Note is not generated and received by the Customer.
- 3.7 Interest on the MCTD, if any, is calculated daily and payable upon maturity.
- 3.8 If the maturity date of a MCTD denominated in:
  - (a) Ringgit Malaysia falls on a Saturday, Sunday or a Malaysia National Holiday, then the MCTD shall be deemed to mature on the next Business Day and will be renewed from the latter day;



- (b) any other currency falls on a Saturday, Sunday, Malaysia National Holiday, Kuala Lumpur Holiday (Headquarters' Holiday) or the currency's holiday, then the MCTD shall be deemed to mature on the next Business Day and will be renewed from the latter day.
- 3.9 MCTD may only be withdrawn upon full settlement of the Customer's Liabilities and Indebtedness (including but not limited to those arising from any Facilities extended by the Bank to the Customer and in respect of any trades or transactions entered into with or for the Customer, or for the Customer's Wealth Account and/or Wealth Portfolio(s)) or otherwise subject to Bank's approval on such terms and conditions as may be imposed by the Bank.
- 3.10 A Customer may, subject to Bank's approval, give any one of the following instructions to be carried out upon maturity of the MCTD:
- (a) both principal and interest earned to be renewed as a MCTD at the same tenure; or
  - (b) interest earned to be credited into the Customer's MCCA while the principal is renewed as MCTD at the same tenure; or
  - (c) both principal and interest earned to be credited into the Customer's MCCA and the MCTD is not renewed.
- 3.11 This Clause shall be read subject to Clause 5 below in this Part. The Customer may not withdraw any such monies (whether in whole or in part) before the maturity date of the MCTD. If the Bank does not receive any maturity instruction from the Customer by at least (1) Business Day before the maturity of the MCTD or unless the monies are withdrawn at maturity, the MCTD will be automatically renewed for the same tenure as the original placement and at the prevailing interest rate at the point of renewal.

#### **4 Interest on Deposits**

- 4.1 Subject always to Clause 4.2 below and where applicable, the Bank will pay interest at its prevailing interest rate for MCCA and MCTD respectively calculated on daily balances on a 365-day or a 360-day basis, depending on the currency involved or on such basis as may be determined by the Bank in its discretion. For avoidance of doubt, the prevailing interest rate is subject to change from time to time by the Bank in its discretion. Interest will be credited at such intervals as determined by the Bank from time to time. Interest will only accrue on balances that have been successfully credited based on the Value Date which may fall on the Transaction Date, next Business Day or following Business Day. For the purposes of this Clause, the date of transaction is referred to as the Transaction Date, and the Value Date refers to the date the transaction is successfully completed by the Bank.
- 4.2 In respect of MCTD, interest (if any) will accrue on monies placed with the Bank on MCTD for the period and at the rate specified in the Contract Note.

#### **5 Collateral**

- 5.1 The Customer acknowledges and agrees that all credit balances and deposits in the MCCA and MCTD form part of the Collateral to secure the Liabilities and Indebtedness (including but not limited to those arising from any Facilities extended by the Bank to the Customer and in respect of any trades or transactions entered into with or for the Customer, or for the Customer's



Wealth Account and/or Wealth Portfolio(s)). Where applicable, the MCCA and MCTD shall be further subject to the terms and conditions in the Facility Letter, Financing Document and the Security Document, as the case may be.

- 5.2 Any request for substitution or withdrawal of any Collateral, including credit balances and deposits in the MCCA and MCTD, may be made by the Customer and the Bank may consent or refuse such request subject to maintenance of the Margin and such other terms and conditions (if any) as the Bank may require.

## **6 Withdrawals**

- 6.1 Subject always to Clause 5 above:

- (a) withdrawals may be made only upon the Bank receiving withdrawal instructions satisfactory to it and the Customer shall be liable on all such instructions irrespective of whether the relevant Account is in credit or otherwise, provided that the Bank is not bound to honour any withdrawal request if there are insufficient funds in the Customer's Account in the absence of any express agreement to the contrary. The Bank shall not be obliged to act on any instructions relating to the withdrawal of the deposit even when there are sufficient funds, when the funds are earmarked or withheld for purposes including but not limited to legal, regulatory, statutory or judicial requirements, provisioning of Products and Services. Except with the prior written consent of the Bank, no withdrawal may be made otherwise than in writing and signed in accordance with specimen signatures and authorisations received by the Bank; and
- (b) withdrawals by the Customer shall be made in such manner and the Customer shall comply with such procedures as the Bank may determine from time to time at its sole and absolute discretion.

- 6.2 Subject always to Clause 5 above, premature withdrawal of MCTD, in full or in part, may be allowed subject to the terms and conditions set by the Bank as follows:

- (a) For full premature withdrawal: No interest is payable upon full premature withdrawal of MCTD, regardless of the number of completed months at the time of premature withdrawal.
- (b) For partial premature withdrawal: Each partial withdrawal shall reduce the principal sum of the MCTD. No interest will be paid for the partially withdrawn amount. The Customer shall only be entitled to interest on the amount of principal sum held until maturity of the MCTD.

## **7 Overdrawing**

- 7.1 No overdrawing is allowed unless the Customer has made prior arrangement with the Bank. Interest for overdrawing a MCCA shall be calculated based on daily debit balances at the rate determined by the Bank and shall be paid on demand. You hereby irrevocably authorize the Bank to debit your MCCA for such interest, as and when there are credit balances in the MCCA.



## **8 Foreign Exchange Risk**

8.1 The Customer confirms and acknowledges that:

- (a) where any deposit is converted into any currency other than the currency of the original deposit at the Customer's request at any time, the value of the deposit credited to the Customer's Account may diminish as a result of foreign exchange fluctuations; and
- (b) any increase or decrease in the value of the deposits as a result of a fluctuation in the exchange rate affecting such currency will be entirely for the Customer's account and risk.

8.2 The Customer will comply with all the following conditions, overnight limits and regulations which are subject to change by Bank Negara Malaysia from time to time. The Bank may impose any other conditions and/or overnight limits for purpose of controlling and monitoring.

8.3 The Bank may reject or reverse any deposits or proceeds in the absence of clear and specific instructions or which may result in a breach of the aforesaid conditions or overnight limits (including caused by crediting of interest or fluctuations in exchange rate).

8.4 The opening and operation of the foreign currency denominated MCCA and MCTD are also subject to the banking practices and laws of Malaysia, Foreign Exchange Notices issued pursuant to Section 214 of the Financial Services Act 2013, rules of the Association of Banks in Malaysia and the rules and regulations of other regulatory bodies.

8.5 The Customer shall undertake to ensure compliance to all applicable Foreign Exchange Notices at all times for all transactions performed for Account(s) maintained with the Bank.

## **9 Dormancy and Unclaimed Monies**

9.1 If the Customer does not initiate any transaction or activity within his/her Wealth Portfolio within such period specified by the Bank, the Wealth Portfolio will turn dormant, including the MCCA and MCTD within the Wealth Portfolio.

9.2 When a Wealth Portfolio turns dormant, the Customer will be required to activate the dormant Wealth Portfolio by performing such acts required by the Bank, before the Customer may be allowed to perform any transaction or activity within the Wealth Portfolio, including the MCCA and MCTD within the Wealth Portfolio. This is without prejudice to the Bank's rights (but not obligation) to terminate and close a dormant Wealth Portfolio, including the MCCA and MCTD in the Wealth Portfolio, after giving prior notice to the Customer.

9.3 If the Bank does not terminate and close a dormant Wealth Portfolio, then after the Wealth Portfolio has turned dormant for 7 years, the assets in the Wealth Portfolio (if any), including credit balances and deposits in the MCCA and MCTD in the Wealth Portfolio (if any), will be handled in accordance with the Unclaimed Monies Act 1965. Thereafter, the Bank may in its discretion terminate and close the Wealth Portfolio, including the MCCA and MCTD in the Wealth Portfolio, after giving prior notice to the Customer.

## **10 Perbadanan Insurans Deposit Malaysia (PIDM)**

MCCA and MCTD are protected by PIDM up to RM 250,000 for each depositor.





For more information, refer to the PIDM information brochures that are available at branches or go to the website at [www.pidm.gov.my](http://www.pidm.gov.my).



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## PART C: TERMS AND CONDITIONS GOVERNING INVESTMENT PRODUCTS AND SERVICES

These terms and conditions form part of the OCBC Premier Banking and OCBC Premier Private Client Terms and Conditions (“**Agreement**”) between you and OCBC Bank (Malaysia) Berhad (“**Bank**”). This Part C contains terms and conditions governing the investment products and services under the Wealth Account. All capitalized terms are defined in Part A of the Agreement, save otherwise defined or stated in this Part C.

### PART C1: RISK DISCLOSURE STATEMENT

### PART C2: TERMS AND CONDITIONS GOVERNING NEGOTIABLE INSTRUMENTS OF DEPOSITS

### PART C3: TERMS AND CONDITIONS GOVERNING STRUCTURED INVESTMENTS

### PART C4: TERMS AND CONDITIONS GOVERNING UNIT TRUST INVESTMENT SERVICES

### PART C5: TERMS AND CONDITIONS GOVERNING TRANSACTIONS IN BONDS

### PART C6: TERMS AND CONDITIONS GOVERNING FX TRANSACTIONS

## PART C1: RISK DISCLOSURE STATEMENT

### Risk Disclosure for Structured Investments

- 1.1 You agree to be solely responsible for considering carefully and seeking advice from your legal, regulatory, tax, business, investment, financial, accounting and other professional advisers as may be required regarding the risks of the Structured Investments before entering into any Structured Investments transactions with, or subscribing for any Structured Investments from, the Bank from time to time.
- 1.2 You agree that:
  - (a) each Structured Investment is transacted with the Bank on the basis that you have read, fully understood the features, risks and agreed to these Terms and Conditions Governing Structured Investments (read together with the General Terms applicable to all Products and Services) and the contents of the Risk Disclosure Statement. You acknowledge and confirm to the Bank that you have read the Risk Disclosure Statement and understand and accept the risks involved in transacting Structured Investments with the Bank from time to time; and
  - (b) in addition to the foregoing, you further agree that each Structured Investment is also conditional upon your acceptance and acknowledgement of any specific risk disclosure statement in such other documents which the Bank may furnish from time to time.

### Specific Risk Disclosure for Structured Investments

- 1.3 Returns are not guaranteed. The rate of returns of each Structured Investment is not fixed or certain and is subject to fluctuations. The returns can be substantially lower than deposit rates or even zero for the entire tenure of the investment as the rate of returns is dependent on the performance of the underlying asset or rate or index linked to the investment.



- 1.4 Where the Structured Investment has a conversion feature and is Non-Principal Protected - the Non-Principal Protected Structured Investment is a non-traditional investment comprising two key features – firstly, an investment in an investment/base currency and secondly, a possible payment or delivery, as the case maybe of the investment (both principal and returns) in an Alternate Currency or underlying reference to which the investment is linked, at a pre-agreed exchange rate or pre-agreed Strike Rate and not at the prevailing exchange rate or price. It carries with it risks of fluctuation in the alternate currency or underlying reference to which the investment is linked.
- 1.5 If you hold the Structured Investment to maturity, the entire principal amount invested will be repaid to you on maturity date, only if the Structured Investment is stated as Principal Protected.
- 1.6 Where the Structured Investment has a “Callable” feature, you fully understand that the Bank has the option (i.e. a right but no obligation) to early terminate this Structured Investment. If the Bank exercises the early termination option, the Structured Investment will be early terminated before the stated maturity date with repayment of principal amount plus accrued returns on the early termination date selected by the Bank.
- 1.7 The net returns from a Structured Investment would also be affected by the transaction costs (i.e. commission, fees and other charges) charged by the Bank and applicable withholding taxes.
- 1.8 Different investment may have different tax implications and the tax implications may be dependent on your business activities and the transaction in question. You should consult your tax adviser to understand the tax implications.
- 1.9 You would incur additional risk of currency fluctuations if the transaction involves different currencies or where you carry on your business or keep your accounts in a currency other than the base currency in which the transaction is denominated.
- 1.10 You are taking the credit risk of the Bank not being able to fulfill its payments obligations under the Structured Investments’ transactions.
- 1.11 Structured Investments which involve your sale of an option to the Bank in exchange for higher returns or premium can be very risky. If you sell an option, the risk can be unlimited and disproportionate to the premium or higher returns offered by the Bank. By selling an option, you will be locked in at the pre-agreed strike price for the duration of the Structured Investments and you will give up any gains resulting from any increase or decrease in price of the underlying asset compared to the pre-agreed strike price.
- 1.12 There are differences between normal deposit and Structured Investments.



- 1.13 Any complaints against Structured Investments may be made to the Securities Commission (“SC”), by contacting the SC’s Complaints Department:
- (a) via phone to the Aduan Hotline 03-6204 8999
  - (b) via fax to 03-6204 8991
  - (c) via e-mail to [aduan@seccom.com.my](mailto:aduan@seccom.com.my)
  - (d) via online complaint form available at [www.sc.com.my](http://www.sc.com.my)
- 1.14 No Claim on Capital Market Compensation Fund: You cannot claim compensation from the Capital Market Compensation Fund under the Capital Markets & Services Act, 2007 for any losses that you suffer as a result of any wrongdoing or fraud or misuse of moneys by the directors, officers, employees or representatives of the Bank. You can refer to the Bank’s Dispute Resolution Process at [www.ocbc.com.my](http://www.ocbc.com.my) if you suffer monetary loss in the above circumstances.
- 1.15 You can lodge a complaint with the Securities Industry Dispute Resolution Center (SIDREC) at [www.sidrec.com.my](http://www.sidrec.com.my) within 180 days of receiving a financial decision from the Bank if you are not satisfied with the Bank’s decision.

#### **Risk Disclosure for Negotiable Instruments of Deposit (“NID”)**

- 1.1 Each Negotiable Instruments of Deposit is accepted by the Bank on the basis that you have read, fully understood and agreed to these Terms and Conditions Governing Negotiable Instruments of Deposits (read together with the General Terms applicable to all Products and Services) and these Specific Risk Disclosure for Negotiable Instruments of Deposits. You acknowledge and confirm to the Bank that you have read the Risk Disclosure Statement Pertaining to Negotiable Instruments of Deposits (read together with the General Terms applicable to all Products and Services) and understand and accept the risks involved in placing Negotiable Instruments of Deposits with the Bank from time to time.
- 1.2 In addition to the foregoing, you further agree that each Negotiable Instruments of Deposit is also conditional upon your acceptance and acknowledgement of any Specific Risk Disclosure Statement in the Confirmation, the Term Sheet and / or such other documents which the Bank may furnish to you from time to time.
- 1.3 You agree to be solely responsible for considering carefully and seeking advice from your legal, regulatory, tax, business, investment, financial, accounting and other professional advisers as may be required regarding the risks of each Negotiable Instruments of Deposit before placing such Negotiable Instruments of Deposit with the Bank from time to time.

#### **Specific Risk Disclosure for NIDs**

### **1 Risk Warning Statement**



This NID is principal guaranteed by the Issuing bank upon maturity only. If the NID is redeemed or sold prior to maturity, you may lose part of the initial deposit amount. The returns on this NID is uncertain and you risk earning no returns at all. You are reminded that this NID is not insured by PERBADANAN INSURANS DEPOSIT MALAYSIA.

## **2 Own Evaluation of Suitability of NID/FRNID by Depositor**

You acknowledge (that the Bank does not hold itself out as advising or any of its employees or agents as advising or having the authority to advise you as to whether or not you should enter into any NID/FRNID and or any subsequent actions relating thereto or any other commercial matters concerned with such Investment.

## **3 Contractual Terms**

You shall have the responsibility to fully understand the terms and conditions of the NID/FRNID to be undertaken, including the circumstances under which you may become obligated to make or take delivery of the underlying subject matter. You should therefore familiarise yourself with the terms and conditions of any agreement, contract or confirmation that you may enter into with the Bank. You must fully understand your rights and obligations under that agreement, contract or confirmation. You should consult your legal adviser or lawyer to fully understand your rights and obligations.

## **4 Transaction costs**

Your net returns from NID/FRNID would also be affected by the Bank's fees and charges, the transaction costs (i.e. commission, fees and other charges) charged by the Bank and the counterparty and applicable withholding taxes.

## **5 Bank under no obligation to buy its own NID/FRNID**

The Bank is not obliged to repurchase a NID/FRNID from you. You may not be able to liquidate a NID/FRNID prior to its stated Maturity Date if there are no interested buyers. As transactions are customised and not fungible, engaging in a transaction with another party to offset a transaction you have entered into with the Bank will not automatically close out those positions (as would be true in the case of equivalent exchange traded futures and options) and will not necessarily function as a perfect hedge.

## **6 Price Risks**

The normal pricing relationships between the underlying NID/FRNID and the financial derivatives may not exist in certain circumstances. The absence of an underlying reference price may make it difficult to assess "fair" value and hence negotiate or sell the NID/FRNID in the secondary market. As the prices and characteristics of the NID/FRNID are individually negotiated and there may not be a central source for obtaining prices from other sources, there can be inefficiencies in their pricing. The Bank is under no obligation to quote prices for transactions in the secondary market and the Bank makes no representation or warranty and bears no responsibility or liability whatsoever, for prices quoted or that prices quoted by the



Bank is correct or the best prices available to you. You have to make your own evaluation of the pricing and should take independent advice from your accountants, tax consultants, lawyers or other professionals. The Bank may make returns from the NID/FRNID no matter what result the transaction has from your point of view.

## **7 Tax Risks**

Before entering into any NID/FRNID, you should understand the tax implications of doing so. Different NID/FRNIDs may have different tax implications and the tax implications may be dependent on your business activities and the transaction in question. You should consult your tax adviser to understand the tax implications.

## **8 Investment Risks**

You shall be fully responsible for monitoring the performance and continuing appropriateness of your NID/FRNID. The Bank and its affiliates (including related companies) may hold positions in assets, securities, currencies, interest rates or other derivatives for itself or other clients which may not be consistent with any advice given by its employees or officers. Any risks associated with and any losses suffered as a result of the Bank establishing any NID/FRNID on your instructions are for your account and is your sole responsibility.

## **9 No certainty in interest payments**

You understand that NID/FRNIDs are a non-traditional deposit comprising three essential features which pose investment risks – firstly, the deposit is subject to an interest rate formula, secondly, no certainty on interest payments and the possibility of zero interest in the worst case scenario for any applicable interest period and thirdly, a possible early termination of the NID/FRNID by the Bank if the NID/FRNID is callable.

## **10 Nominal value of NID/FRNID amount repaid on stated Maturity Date**

You understand that the nominal value of the NID/FRNID will be repaid to you on the stated Maturity Date provided you hold the NID/FRNID up to Maturity Date.

## **11 Negotiating NID/FRNID in secondary market may incur capital losses**

You understand that negotiating or selling a NID/FRNID before its stated Maturity Date may result in diminution in the nominal value of the NID/FRNID. The loss is unascertainable and depends on the prevailing market condition.

## **12 Early Redemption by Bank**

If the NID/FRNID has callable features, the Bank is entitled **(but is under no obligation)** to redeem the NID/FRNID in the manner and at such times stated in the Term Sheet. The Bank also reserves the absolute right to redeem NID/FRNIDs on any interest payment date and repay to you the nominal value together with interest proceeds (if applicable).



### **13 Risks of Interest Fluctuation**

You understand and acknowledge that the tenor of the NID/FRNIDs and the interest rate is subject to the risk of fluctuations and there is a risk of zero interest. You have carefully and independently studied the interest rate movements, rate of return, understand the risks arising from movements in the rate of return and confirm that the NID/FRNID is suitable in light of your own financial and investment objectives.

### **14 NID/FRNID for Hold-To-Maturity**

You understand that you should not establish any NID/FRNIDs with the Bank unless you have sufficient funds or liquidity so as to enable you to hold the NID/FRNID with the Bank until the Maturity Date. Any sale of the NID/FRNIDs by you prior to the Maturity Date may result in you receiving less than the nominal value.

### **15 Market Risk**

Payments or receipts under an NID/FRNIDs will be linked to changes in the value of one or more financial or commodity market prices, rates or indices or other underlying subject matter to which the NID/FRNID is linked and you will be exposed to price volatility in that market or subject matter. Such changes, which can be sudden and large, may cause you to suffer significant losses both in terms of the amounts you have to pay under the terms of the transaction being greater than the amounts you receive and the amount it might cost you to sell or unwind the NID/FRNID prior to its stated Maturity Date. Where a NID/FRNID is "structured" or made up of several instruments, you should be aware that there is risk associated with each instrument evaluated separately and the risk of the transaction evaluated as a whole.

### **16 Economic Risk**

The prices and characteristics of over-the-counter transactions are individually negotiated and there is no central source for obtaining prices, there are inefficiencies in transaction pricing. The Bank consequently cannot and do not warrant that its prices or the prices it secures for you are or will at any time be the best price available to you. The Bank may make returns or profits from a transaction with you no matter what result the transaction has from your point of view.

### **17 Currency Risk**

You would incur additional risk of currency fluctuations where you effect NID, FC NIDs or FRNIDs involving different currencies, or where you carry on your ordinary business or keep your accounts in a currency other than the base currency in which the transaction is denominated.

### **18 Risks on Option Transactions**





Option transactions can be very risky and can be extensively customised. You should pay particular attention to the terms governing an option, especially to the terms on which an option may be exercised. If you are the purchaser of an option and fail to exercise the option or if the purchased option expires worthless, you will sustain a total loss of the option premium and transaction costs in purchasing the option. If an option is exercised by you, you would obtain a corresponding position in the underlying subject matter of such option. The risk of selling (writing) options is considerably greater than the risk involved in buying options. If you buy an option, you cannot lose more than the premium. If you sell (write) an option, the risk can be unlimited. If the purchaser exercises the option, your obligation is to settle the option in cash or acquire or deliver the underlying contract. If the option is covered by a corresponding position in the underlying contract or by another option, the risk may be reduced and if the option is not covered your possible loss will be unlimited. The seller of a call option who does not have a long position in the underlying contract is subject to risk of loss should the price of the underlying contract be higher than the strike price upon exercise or expiration of the call option by an amount greater than the premium received for selling the call option. If you have a long position in the underlying contract, you are subject to the full risk of decline in the price of the underlying contract reduced by the premium received. In exchange for the premium received for selling the call option, you give up all potential gain resulting from an increase in the price of the underlying contract above the strike price. The seller of a put option who does not have a short position in the underlying contract is subject to risk of loss should the price of the underlying contract decrease below the strike price upon exercise or expiration of the option by an amount in excess of the premium received for selling the put option. If you have a short position in the underlying contract, you are subject to the full risk of a rise in the price of the underlying contract reduced by the premium received. In exchange for the premium received for selling the put option, you give up all potential gain resulting from a decrease in the price of the underlying contract below the strike price.

## **19 Securities**

Where the NID/FRNID is linked to indices or other assets, you will be exposed to the volatility of the various stock exchanges or other financial markets in which the shares, stocks, warrants, bonds, debentures, notes, debt securities and other securities (collectively the "securities") are traded. In particular, the value of securities may experience downward movements and may under some circumstances even become valueless. There is therefore an inherent risk that losses rather than interest payments may be incurred as a result of buying or selling securities or buying or selling options on securities. In particular, you should refer to the paragraph on Market Risk to understand the impact which market forces may have on the securities. The Bank is entitled to act upon your instructions and you cannot assume that the Bank will warn you if your instructions are ill-timed or inadvisable for any reason or if the instructions are likely to cause you loss.

## **20 Credit Risk**

You are taking on the Bank's credit risk. You are placing funds with the Bank and are therefore relying on the Bank's ability to pay any interest amount on interest payment date, if applicable, and the redemption amount on the maturity date.



### **Risk Disclosure for Fund**

- 1.1 You acknowledge that the Funds are subject to investment risks and market risks, including possible loss of the principal amount invested. You represent and warrant that you understand and are fully aware of the risks involved in investing in Units and in the Fund and that you will obtain from either the Bank or the relevant Manager or Fund up-to-date versions of the Prospectus 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 you to the Bank. You acknowledge and agree that the Bank shall have no liability or responsibility whatsoever to you for any error, misstatement or omission in any Prospectus or materials prepared by or issued by any Manager or Fund.
- 1.2 You acknowledge the desirability of seeking independent financial or professional advice with respect to any dealing in Units or Fund or investments or investment opportunities. You acknowledge that any dealings in the Fund or Units is yours solely and exclusively based on your own judgment and after your own independent appraisal and investigation into the risks associated with such dealings or otherwise.

### **Risk Disclosure for Bonds**

- 1.1 The Bonds are subject to the actual and perceived measures of credit worthiness of the issuer and the guarantor (if applicable). There is no assurance of protection against a default by the issuer / guarantor (if applicable) in respect of repayment obligations. In the worst case scenario, you might not be able to recover the principal and any profit if the issuer and the guarantor (if applicable) default on the bond. If the Bond is redeemed or sold prior to maturity, you may lose part of the principal.
- 1.2 For the opportunity to earn potentially higher returns than would be possible with a fixed deposit, you must be willing to accept the extra risks that apply to the original investment amount and the interest that the investment earns.

For convertible bonds only:

- (a) You have the right to convert convertible bonds into ordinary shares. The terms of the conversion are set out in the bond agreement when the bonds are issued.
- (b) The prices of convertible bonds are also affected by movements in the price of the common stock which the bond can be converted into. Generally, when the price of the common stock falls, the prices of the convertible bonds also fall.

For perpetual bonds only:

- (a) Perpetual bonds do not have a fixed maturity date and the issuer has no obligation to redeem (repay the original investment) them.
  - (b) Perpetual bonds are more sensitive to movements in interest rates, so their prices are less predictable than a bond with a fixed maturity date.
- 1.3 There are foreign exchange rate risks for investing in a currency that is different from your base currency. The risks can result in a loss of your original investment.



- 1.4 You could lose some or all of your original investment if the issuer goes into default (for example, it goes into liquidation or is declared bankrupt). This means you are not guaranteed to receive the money you originally invested.
- 1.5 Prices for bonds are affected by movements in interest/profit rates. Generally, when interest/profit rates rise, prices of bonds will fall. If bonds are sold before the maturity date, when interest/profit rates are rising, you could suffer a substantial loss on your original investment.
- 1.6 Bonds can be redeemed (the original investment can be recovered) by the issuer before the maturity date. If this happens, the issuer will return your original investment in cash. If you decide to re-invest the money you receive in another bond, the market conditions that apply at that time may not be as good as they were when you made your original investment.
- 1.7 You may be exposed to liquidity risk when you face difficulty in finding a buyer when you want to sell your bonds. Therefore, you could suffer a substantial loss on your original investment as you sell at a significant discount to market value.
- 1.8 If you sell the bond before the maturity date, the sale price will depend on the prevailing market prices and these can be higher or lower than the initial purchase price. You may suffer a substantial loss on your original investment if the current price is substantially lower than initial purchase price.
- 1.9 If you wish to sell the bond purchased through the Bank, the Bank may repurchase it on best effort basis based on the prevailing market price under normal market circumstances, but the buying price may differ from the original selling price due to changes in market conditions.
- 1.10 The secondary market for the bond may not provide significant liquidity or may trade at prices based on the prevailing market conditions and may not be in line with your expectations.
- 1.11 If the bond is early redeemed, you may not be able to enjoy the same rates of return when you re-invest the proceeds in other investments.

## **PART C2: TERMS AND CONDITIONS GOVERNING NEGOTIABLE INSTRUMENTS OF DEPOSITS**

### **1 Establishment of Negotiable Instruments of Deposits ("NIDs")**

- (a) The Bank may from time to time accept deposits in Ringgit Malaysia or foreign currency (each a "Deposit") from you and issue to the person who makes the deposit to or makes the primary purchase of the NID from the Bank ("Depositor" or "you") a NID, at par, at a premium or at a discount. NIDs may be denominated in Ringgit Malaysia ("Ringgit NID")



for Ringgit deposits and/or NIDs denominated in foreign currency (“FCNID”) for foreign currency deposits.

- (b) You represent and warrant to the Bank that the source(s) of funds used for the Deposit is lawful under the laws and regulations (including the foreign exchange administration laws and regulations) of the jurisdiction binding upon or applicable to you and you will take all necessary actions to ensure that such laws or regulations will not be contravened and will be complied with at all times.
- (c) Unless otherwise stipulated by the Bank, Ringgit NID and FC NID shall have a nominal value more than RM60,000 (Ringgit Malaysia Sixty Thousand) or the foreign currency equivalent to the RM values.
- (d) The classes of NIDs which may be issued by the Bank and traded in the market include ShortTerm NIDs (SNID), Long-Term NIDs (LNIDs), Zero-Coupon NIDs (ZNIDS) and Floating Rate NIDs (FRNIDs) and NIDs from any of these classes or such other classes as may be permitted from time to time by BNM, may be issued by the Bank subject to the Bank’s specifications, terms and conditions for the NID set out in the relevant Term Sheet and in the NID certificate and these terms and conditions.
- (e) You appoint the Bank to act, and the Bank so acts, as the Authorised Depository for all NIDs issued by the Bank and such NIDs must be held at all times in the custody of the Bank as the Authorised Depository. The NIDs will be maintained in your Wealth Portfolio subject to these Terms and Conditions and such other rules and guidelines regulating Authorised Depositories (as amended varied or supplemented from time to time) laid down by BNM or other relevant regulatory authority or body from time to time.
- (f) Notwithstanding anything herein contained, the Bank has the absolute discretion not to proceed with the issuance of any NIDs on or before its issue date, for any reasons whatsoever, including without limitation, changes in market conditions, the lack of or insufficiency of deposits to achieve the returns or because the Bank’s deposit target is not met.

## **2 Payment of Coupon and Redemption of NIDs (where Bank is issuer of NID)**

- (a) The Bank as the issuer and Authorised Depository of the NID will pay the coupon (payable on each interest payment date) and the nominal value of the NID (payable on the maturity date of the NID) to the Depositor or Bearer as the case may be, by 11.00am on the interest payment date or the maturity date, as the case may be, or such later time as may be permitted under the Guidelines.
- (b) If an interest payment date or the maturity date falls on Saturday or Sunday or known public holiday, the coupon proceeds or the nominal value as the case be, shall be payable on the next Business Day, but if the next Business Day crosses into the next month, the interest payment date will be the preceding Business day before the interest payment date.
- (c) If an interest payment date or the maturity date, falls on an unexpected holiday in Kuala Lumpur and the financial center of such currency of the NID, the coupon proceeds or the nominal value as the case be, shall be payable on the next Business Day, irrespective whether the next Business Day crosses into the next month. The Bank will pay



compensatory interest calculated in the manner prescribed under the Guidelines only for the specific classes of NIDs which the Bank is required under the Guidelines to pay such compensatory interest.

- (d) All payments by the Bank as the issuer and Authorised Depository of the NID, including coupon and the nominal value of the NID, will be credited into the Depositor's MCCA (or Multi Currency Current Account, as defined in and governed by the terms and conditions in Part B of the Agreement) opened under the Wealth Portfolio in which the NID is maintained.
- (e) The Bank may issue NIDs with callable features in which the Bank reserves the right (but has no obligation) to prematurely redeem the NID subject to the conditions stipulated under the Guidelines. In addition to the aforesaid, the Bank may purchase and redeem its own NID prior to its maturity date subject to the NID having been issued and outstanding for at least 1 calendar month provided always if the NID is a FRNID, the Bank may only redeem the NID prematurely on an interest payment date. Upon redemption of the NID or if the NID has been called by the Bank, it shall be cancelled.
- (f) Save as provided in Clause 2(e) above, the Bank shall not buy its own NID and a person shall not sell to the Bank a NID issued by the Bank.

### **3 Denomination, Splitting and Combination of NIDs issued by the Bank**

- (a) Bearers of NIDs may subject to payment of such fees as may be imposed by the Bank and the surrender of the NID certificate to the Bank, request Ringgit NIDs issued at denomination greater than RM60,000-00 be split into smaller denominations, subject to a minimum denomination of RM60,000-00 per certificate after splitting.
- (b) Upon splitting or combining the NID, the Bank will cancel the surrendered certificate(s) and issue new certificate(s) to the bearer as replacement as soon as practicable but no later than 5 Business Days or such other time frame as may be stipulated by the Bank after the surrender of the old NID certificate(s).
- (c) For NIDs issued in foreign currency, the denomination value, minimum and maximum nominal value, the amount on splitting or combination, as the case may be, per certificate shall be in the foreign currency equivalent to the respective Ringgit values as stated in this Clause 3(a).

### **4 Instructions on NIDs**

- (a) The Bank may, from time to time and at its discretion, accept and act upon instructions from the Depositor for the purchase of a NID or with regard to any matter in connection with NID, whether such instructions are oral or written and whether given by telephone, mobile, 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 authorized instruction of the Depositor 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 NID issued pursuant to such Instructions shall be binding on the Depositor and shall be for the Depositor'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 or mobile conversations and Instructions relating to each NID and the Depositor agrees that the Bank shall be entitled to use such recordings and transcripts thereof as evidence in any dispute. The Depositor 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.

- (b) The Bank will issue confirmation to the Depositor (“Confirmation”) after the execution of each Instruction for the purchase of NID. Instructions relating to other matters will not be confirmed. The terms specified in each Confirmation shall be taken as agreed by the Depositor unless the Bank receives notice in writing from the Depositor of any errors within fourteen (14) days after the issue date. All Confirmations shall be final, conclusive and be binding on the Depositor, in the absence of manifest error.
- (c) The execution by the Bank of any Instructions shall constitute a binding contract and the Depositor 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 Depositor or receipt by the Depositor of a Confirmation issued by the Bank and if the Depositor fails to perform its obligations, the Depositor will be liable for and shall indemnify the Bank for all cost and losses incurred or suffered.
- (d) Any Confirmation, notice or communication to the Depositor shall be validly given if it is sent by facsimile, by personal despatch or courier, by ordinary post or by e-mail to the Depositor’s last known residential/office address or its e-mail address registered with or maintained by the Bank or is communicated to the Depositor by telephone or mobile.
- (e) 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 unauthorized use of such communication. The Depositor 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.
- (f) In addition to the aforesaid, the Bank may prior to acting on any Instructions with regard to an NID, require from the Depositor or Bearer such other documentation (such as transfer form, redemption form or other documents or authorisations duly issued or executed by parties prescribed by the Bank) and further stipulating that such documentation must be received by the Bank within a prescribed number of days before the Instructions can be effected.

## 5 Calculation Agent

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



## **6 Withdrawal of the Principal Amount Prior to Maturity Date**

Withdrawal of the Deposit or termination by the Depositor and/or Bearer of any NIDs, or any part thereof, prior to the maturity date, may be made upon such terms and conditions as the Bank may impose, including early termination charges (if any) or administrative fees, such charges and fees permitted under the Guidelines and such other fees or charges as it may decide to impose subject to approval (if required) from BNM or any other regulatory authority and to be calculated in accordance with such formula as the Bank may prescribe from time to time in connection with that NID. While the Bank may provide periodic mark-to-market valuations to the Depositor and/or Bearer, the Depositor and/or Bearer acknowledge and agree that the Bank's determination of the value of the NID prior to the maturity date in accordance with its usual practices from time to time prevailing shall, in the absence of manifest error, be final, conclusive and binding notwithstanding that the Depositor and/or Bearer have the right to raise any query or require clarification or particulars of the manner of calculation relating thereto.

## **7 Bank Not Liable due to reason beyond Bank's control**

The Bank shall have no liability whatsoever 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 Depositor or Bearer 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), lockdown or any factor in a nature of a force majeure.

## **8 Bank Discharged from Further Liability after Payments**

- (a) The Bank shall be discharged from its entire liability as the issuer of a NID in respect of payment of coupon proceeds or payment of the nominal value on maturity date or redemption proceeds (upon exercise of its call or early redemption prior to maturity date), upon payment of such proceeds to the Authorised Depository of the Bearer by electronic fund transfer through RENTAS or by such other mode as designated by the Bank or agreed with the Authorised Depository.
- (b) The Bank, in acting as the Authorised Depository for NID issued by the Bank, shall be discharged from its entire liability as issuer and Authorised Depository upon crediting the coupon proceeds or nominal value on maturity date or redemption proceeds as the case may be, to your MCCA or such other Account opened in your name (references to "you"/"your" shall be read to mean the Depositor/Depositor's or the Bearer/Bearer's, as the case may be). The Depositor and the Bearer shall have no claims whatsoever against the Bank as issuer of the NID or as Authorised Depository in respect of any loss or deficiency in such proceeds.





- (c) The Bank shall be entitled to effect payments of coupon proceeds, nominal value or redemption proceeds under this Clause net of any deductions, withholding tax or any other taxes, including any goods, sales and services tax or levies imposed on such payments or transfers under the law.
- (d) 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 authorize the Bank to debit your MCCA or other Account maintained in your name for such taxes, if the Bank has not debited such taxes from any of your Account(s), 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.

## **9 Bank's Fees and Charges**

The Bank shall charge the Depositor and/or Bearer such fees and charges as may be permitted under the Guidelines and such other fees or charges as it may decide to impose subject to approval (if required) from BNM or any other regulatory authority. Such fees and charges shall be paid in full (without any deductions, set-off or withholdings) and may be debited from the MCCA or the proceeds of the NID in accordance with the Bank's standard practices. The fees and charges of the Bank are exclusive of any goods, sales and services tax, or any other tax of similar nature ("indirect tax") which if payable shall be for the account of the Depositor and/or Bearer. If any deduction or withholding is required by law, the Depositor and/or Bearer shall be liable to forthwith pay to the Bank and authorize the Bank to deduct from his MCCA and/or other Account(s), such additional amount so that the net amount received by the Bank will equal the full amount which would have been received by it had no such deduction or withholding been made.

## **10 Bearer of NID bound by these Terms and Conditions NID**

The Bearer of a NID issued by the Bank shall be bound by these terms and conditions and the Bank's specifications, terms and conditions for the NID set out in the relevant Term Sheet, the relevant Confirmation Letter and in the NID certificate.

## **11 Perbadanan Insurans Deposit Malaysia (PIDM)**

NID is not protected by PIDM.

## **PART C3: TERMS AND CONDITIONS GOVERNING STRUCTURED INVESTMENTS**



## **1 Establishment of Structured Investment**

- 1.1 You (hereinafter referred interchangeably as “Customer” or “Investor”) shall request and apply with the Bank to establish such number and type of investment(s) in your name as you may from time to time instruct and such investments may be Principal Protected Investments or Non Principal Protected Investments (each an “Investment”).
- 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.
- 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;

## **2 Placing of Investment**

- 2.1 Subject to you 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 you and the term sheet shall form an integral part of these Terms and Conditions, you acknowledge 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.

### **2.2 Principal Protected Investments**

- (a) On or before the Start Date (as stipulated in the Term Sheet), the Bank shall notify you 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);
- (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 you the Returns calculated in accordance with the Formula;
- (c) On Maturity Date (unless the Investment has been terminated in accordance with Clause 2.4 or Clause 4), the Bank shall repay to you the Principal Amount together with the Returns (if any) for the immediately preceding Period;
- (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 you (the “Early Termination Option”) in accordance with the terms in the Term Sheet and repay to you the Principal Amount together with the Returns (if any).

### **2.3 Non-Principal Protected Investments**

- (a) You acknowledge that under such an Investment, you establish an Investment and sell to or purchase 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 you 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 you or the Bank.

- (b) You further acknowledge that in the case where you sold an option to the Bank, the Bank has the absolute right to deliver to you on the Maturity Date of the Investment, the Underlying Asset instead of paying you 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, you are subject to the risk of fluctuation in the Underlying Asset.
  - (c) If the Bank does not exercise the option, then on Maturity Date of the Investment, the Bank will pay you the Principal and Returns (if any) based on the Formula.
- 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 your investment Instructions or if the Bank's investment target is not met.

### **3 Calculation Agent**

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.

Disclosure of Interests: You fully understand that the Bank plays a variety of roles in connection with the Structured Investment including acting as Calculation Agent and hedging its obligations under this Structured Investment. The Bank and/or any of its related companies, in the ordinary course of their business, may also effect transactions for their own account or for the account of their customers. In conducting such business neither the Bank nor any of its related companies is obliged to take into account your circumstances or act in a manner which is favourable to you. You fully understand that such activity may, or may not affect the value of the Structured Investment and you are aware that a conflict may arise.

### **4 Withdrawal of the Principal Amount Subject to the Consent of the Bank**

- 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 you 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.
- 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.

- 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.

## **5 Payments**

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

- (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 your MCCA; or
- (b) the Principal Amount and Returns (if any) are credited by the Bank in accordance with Clause 2.2(d) to your MCCA; or
- (c) the amount due to you as determined by the Bank, is credited by the Bank in accordance with Clause 4 to your MCCA; or
- (d) the Principal and Returns are credited by the Bank to your MCCA on the Maturity Date in accordance with Clause 2.3(c); or
- (e) the Underlying Asset at the value determined by the Bank in accordance with the Term Sheet is delivered to you in accordance with Clause 2.3(b).

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

- 5.2 In the event that any goods, sales 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 authorize the Bank to debit such taxes from your MCCA or other Account(s) with the Bank, if the taxes are not debited from your Account, you shall pay to the Bank on demand a sum equivalent to the amount of such goods, sales and services tax or other taxes, levies or charges.

## **6 Perbadanan Insurans Deposit Malaysia (PIDM)**

Structured Investment products are not protected by PIDM.



## **7 Notices on Foreign Exchange Administration Rules (“Notices on FEA Rules”)**

- 7.1 You confirm, acknowledge and warrant that you shall comply with requirements stipulated in the Notices on Foreign Exchange Administration Rules (“Notices on FEA Rules”) issued by Bank Negara Malaysia from time to time and shall provide supporting information and/or documentation for compliance of the Notices on FEA Rules
- 7.2 If in the opinion of the Bank (which shall be absolute), any Structured Investment may contravene with any provision of law, rules and regulations relating to foreign exchange (including Notices on Foreign Exchange Administration Rules (“FEA Rules”)), the Bank shall be entitled to unwind all Structured Investment which are then outstanding with effect from a date specified by the Bank. The Bank will make the calculations and provide to you a statement specifying the amounts payable in respect of unwinding Structured Investment. Any amount payable by you to the Bank in respect of the unwinding Structured Investment including any loss of bargain, cost of funding, marked to market losses or cost incurred as a result of its terminating, unwinding, liquidating, obtaining or re-establishing any hedge or related trading position shall be payable by you. You hereby irrevocably authorise the Bank to debit your MCCA to settle all monies owing by you under the Structured Investment and any of your other liabilities set out in these terms and conditions. If the credit balance in the MCCA is insufficient to settle the amounts owed under the Structured Investment, you shall forthwith on demand by the Bank pay the shortfall.
- 7.3 The Bank reserves the right to review, vary or impose additional terms, suspend and/or cancel the provision of services to facilitate any Structured Investment for you at any time irrespective of whether a contravention of law/FEA rules has occurred and nothing in these terms and conditions shall be deemed to impose on the Bank any obligation either at law or in equity to continue to make available services for Structured Investment.

## **PART C4: TERMS AND CONDITIONS GOVERNING UNIT TRUST INVESTMENT SERVICES**

### **1 Provision of OCBC Investment Services**

- 1.1 These terms and conditions govern the OCBC Investment Services provided by the Bank to you who are desirous to hold, subscribe, switch, transfer or redeem Units in any Fund.
- 1.2 Your acceptance of the terms and conditions herein contained constitutes a valid and subsisting agreement between you and the Bank under which the Bank may act on your behalf in connection with your acquisition or sale of any Units in accordance with the terms and conditions herein.
- 1.3 You may apply to the Bank for the holding, subscription, switching, transfer or redemption of Units, by you completing and signing the Bank's forms prepared for such purposes or in such other manner as the Bank may make available to you. You must fill in / provide all relevant information and fulfil all the required conditions, and your application will be assessed by the Bank. The Bank may approve the application subject to conditions or the Bank may reject the application. You may need to apply for other services to facilitate your holding, subscription, switching, transfer or redemption of



Units, such as Custody Services or Electronic Services which are subject to separate set of terms and conditions.

- 1.4 The Bank will make available to you 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 your behalf (whose identity will not be disclosed to the Managers or Funds) place orders or send requests for holding, subscription, switching, transfer or redemption of Units for you upon receipt of your Instructions and payment (of cleared funds) in relation to each holding, subscription, switching, transfer or redemption of Units .
- 2.2 Your applications for holdings, subscription, switching, transfer or redemption of Units 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 Funds.
- 2.3 When the Bank has placed an order (consolidated or otherwise) for the subscription or switching of Units with, and after the order is accepted by, 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 for you. The Units so issued will be allotted or allocated among the relevant Customers recorded in such order or manner as the Bank determines.
- 2.4 Payments for 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 you are liable to pay under these terms and conditions, shall be made in available and freely transferable cleared funds in your MCCA.
- 2.5 You agree to make payment by way of direct debit of your MCCA. The Bank is irrevocably authorised by you to debit your MCCA all monies required for holding, subscription, switching, transfer or redemption, and/or fees and expenses payable by you. You undertake to maintain in your MCCA 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 your MCCA for making such payments or debits, the Bank shall be entitled to reject or refuse to carry out your instructions. At your request and subject to such conditions as may be imposed by the Bank, the Bank may at its discretion allow any debit to be made even if such debit were to result in the MCCA being overdrawn or in excess of credit limits. The Bank is entitled to impose interests and charges at the Bank's usual rates and in accordance with its standard practice on such overdrawn accounts until full payment by you. The Bank may sell the Units held beneficially by you and kept with the Custodian and use the sale proceeds in settlement of any debts owing to the Bank, and/or transfer funds from other accounts maintained by you 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 into your MCCA in the manner specified in the redemption 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 which the Bank reasonably believes to have been signed or made by you or your authorised signatory shall be a complete discharge and will absolve the Bank from any liability to you or to any other party.
- 2.8 Subscription or redemption orders or switching or transfer instructions specified in any application received from you 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 you. 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 You shall ensure that sufficient freely transferable cleared funds shall be made available in your MCCA for payment for any subscription, switching or transfer of Units in the currency in which the Fund is denominated. If the available funds in your MCCA are in currency(ies) other than the currency in which the Fund is denominated, the Bank shall be entitled to convert any among the currency(ies) in your MCCA 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 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) 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 MCCA.
- 2.11 Where any payment is made by the Bank to you 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 you in respect of the transaction at the rate of exchange determined by the Bank in its discretion.
- 2.12 You 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 you. You will also receive from time



to time a statement of holdings indicating the number of Units issued by the Manager or Fund for account of you, but such Units will be kept with the Custodian acting as nominee for the Bank.

- 2.13 Dividends declared by any Manager or Fund will, at your option be withdrawn or be reinvested in the Fund as authorised by you, as the case may be. Dividends, if any, which are not reinvested and are received by the Bank from the Fund, will be credited into the MCCA.
- 2.14 Where you instruct or require a switching of Units, the Bank will subscribe for Units required by you only after the confirmation and completion of the redemption of the relevant existing Units which are being switched.
- 2.15 You acknowledge that your application for subscription or redemption of Units may be rejected by the Manager or Fund in part or in 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 application. If the Manager or Fund rejects the Customer's application for subscription, the Bank or its Custodian shall have no responsibility or liability for ensuring that the relevant Manager or Fund allots the Units to you or for any losses including any loss of investment opportunity which you 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 you will remain effective for the protection of the Bank notwithstanding your death or bankruptcy or the revocation of such instructions, order or request by any other means until notice of your death or bankruptcy or such revocation is received by the Bank.

### **3 Cooling-off Right**

The cooling-off right is only applicable once if you are investing for the first time in any Retail Funds with the Bank. Cooling-off right for Wholesale Funds are specified in the Funds' Information Memorandum / Product Highlight Sheet and can differ for different Funds. The cooling-off right is not applicable for any subsequent investment by you in any Funds with the Bank. If the investment in the Fund is cooled-off, you 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 subscription application by the Bank (if the application is received by the Bank after the cut-off time, then it is treated as being received on the next business day) or such other period specified by the relevant authority.

### **4 Custody of Units of Fund's Investments**

- 4.1 The Bank requires that the Custodian acting as nominee of the Bank shall hold the Units or investments in the Fund. The Bank holds such Units in the Fund for account of the Customer.



- 4.2 The Bank shall not be obliged to send you any documents such as notices, proxies, circulars, rights etc or notify you of the same or the receipt of the same.
- 4.3 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 your signed specific written instructions. .

## **5 Appointment to market and distribute**

You acknowledge and agree 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, you irrevocably and unconditionally consent and agree to the Bank acting in such capacity.

## **6 Others**

- 6.1 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 you and the Bank shall not be responsible or liable therefore.
- 6.2 You represent, warrant and undertake 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.

## **7 Foreign Currency**

- 7.1 You 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 you or any deposit made by you 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.
- 7.2 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 your consent into a currency of the Bank's choice.
- 7.3 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).



## 8 Perbadanan Insurans Deposit Malaysia (PIDM)

Unit Trust Investment is a non-deposit product, therefore PIDM does not apply.

## PART C5: TERMS AND CONDITIONS GOVERNING TRANSACTIONS IN BONDS

### 1 Eligibility

You may apply to the Bank for the purchase or sale of Bonds, by you completing and signing the Bank's form(s) prepared for such purposes or in such other manner or methods availed by the Bank. You must fill in / provide all relevant information and fulfil all the required conditions, and your application will be assessed by the Bank. The Bank may approve the application subject to conditions or the Bank may reject the application. You are required to apply for other services to facilitate your holding of the Bonds, such as Custody Services or Electronic Services which are subject to separate set of terms and conditions.

### 2 Application

- (a) Any transaction or contract for the purchase and sale of Bonds (each a "Transaction") should be made orally or in writing, at any of the branches of the Bank during banking hours from Mondays to Fridays, provided always it is a Business Day.

#### **For Order Placement Only:**

You may from time to time place orders on such terms (including the execution by you of order placement forms and subject to sufficiency of freely transferable cleared funds for the order) with the Bank for the purchase of Bonds ("Order"). The Bank will endeavour to fulfil the Order placed by you. If the Bank is able to fulfil the Order (within the price range agreed), you will be bound by the bond purchase transaction completed by the Bank based on your Order. You agree that cancellation of the Order placed is not permitted. If the Order is not fulfilled within 5 Business Days (counted from the Order Placement Date) or such other period as the Bank may agree in writing, the Order shall lapse. A fresh Order will have to be placed with the Bank.

Prior to placing the Order, you must ensure that you have sufficient freely transferable cleared funds in your MCCA which you have authorised the Bank to earmark for the Order. You agree that the Bank will earmark your MCCA on the same date that the Order is placed and if there are insufficient freely transferable cleared funds in your MCCA to fulfill the Order, the Bank will not execute the Order.

Any advice or instructions including Orders from you received by the Bank after 12.00 p.m or such other cut-off time as may be determined by the Bank in its sole and absolute discretion, on any Business Day shall be treated as having been received on the next Business Day. Once you enter into or submits the application for any Transaction, the same shall be irrevocable. The execution by the Bank of any Instructions shall constitute a binding contract and you shall be bound to perform the contract according to its terms. A Transaction shall not (unless the Bank otherwise specifies) be subject to receipt by the



Bank of any written confirmation from you or receipt by you of a Confirmation issued by the Bank.

(b) Application for each Transaction must be made by the Wealth Account Holder in respect of a Wealth Account or by the Wealth Account Joint Holders in respect of a Joint Wealth Account.

The Bank reserves the right to accept or reject any application for a Transaction or to accept any application for a Transaction in part only.

(c) The Bank reserves the right at its sole and absolute discretion to reject any application for a secondary market Transaction in Bonds submitted on a coupon payment/ periodic distribution date or redemption payment date of the Bonds

(d) You acknowledge that (1) you are entering into the Transaction as principal (and not in any other capacity); (2) neither the Bank nor any of its employees or agents are acting as a fiduciary for it; (3) the Bank does not give any advice or recommendation with respect to the Transaction, its suitability for you or any other commercial matters relating to the transaction (nor hold itself or its employees and agents out as advising on such matters); (4) you will not and have not relied on any communication (written or oral) of the Bank, its employees or agents in entering the Transaction and that you have been given the opportunity to obtain information from the Bank concerning the Transaction necessary in order for you to evaluate the merits and risks of the Transaction; (5) notwithstanding the foregoing, you are not relying on any communication (written or oral and including, without limitation, opinions of third party advisors) of the Bank as advice on (i) legal, regulatory, tax, business, investments, financial, accounting or other matters, (ii) a recommendation to enter into such Transaction or (iii) an assurance or undertaking as to the expected results of such Transaction; (6) the Transaction is entered into based on your own independent evaluation of the risks associated with the Transaction; (7) that the Bank's terms and conditions do not identify all the risks or material considerations that may be associated with the Transaction; (8) prior to transacting, you had determined without reliance upon the Bank, the economic risks and merits, as well as the legal, tax and accounting characterizations and consequences of the Transaction based upon advice from professional advisers (including your own legal, regulatory, tax, business, investment, financial and accounting advisers) as you may deem necessary to consult; and (9) that you had determined that you are able to assume these risks.

(e) Any scenario analysis or projections or other communication by the Bank or by any of its employees or agents on the issuer of the Bonds is provided for illustrative purposes only and is not intended to predict actual results nor does it reflect a complete analysis of all possible scenarios that may arise under any actual Transaction and no assurances are given with respect thereto. All opinions and estimates are given as of the date thereof and are subject to change. The value or returns on any Transaction may fluctuate as a result of changes in the credit of the issuer, changes in its business or market changes.

(f) You represent that all information provided to the Bank in relation to an application for each Transaction shall be true, accurate and complete. You acknowledge and agree that any incomplete, inaccurate or erroneous information may result in delays



in the processing of each Transaction and may in certain circumstances result in a rejection of the Transaction, as determined by the Bank in its sole and absolute discretion.

The Bank reserves the right to reject or decline and not proceed with any Transaction where:-

- (i) the relevant forms submitted by you to the Bank are illegible, incomplete, erroneous, completed wrongly, not properly authorised, not in conformity with the instructions in the relevant forms or which is not submitted within the times specified in Clause 2(a) above. The decision of the Bank to accept or reject the relevant forms is final and you agree to be bound by the Bank's decision. You agree that the Bank shall not be responsible or liable to you in any manner whatsoever should the relevant forms be lost, destroyed or misplaced through no fault of the Bank or due to any force majeure event; or
- (ii) you have no or insufficient freely transferable cleared funds in your MCCA, to effect payment for the Transaction; or
- (iii) any of your instruction is ambiguous or inconsistent with any other instruction. Notwithstanding the foregoing, the Bank shall be entitled to rely and act in accordance with any reasonable interpretation thereof which it believes in good faith to be the correct interpretation. You shall not hold the Bank liable in any way for acting on your instructions.

(g) You are aware that the Bank reserves the right to allot in full or in part or not at all for any application for new issues of Bonds subject to the availability of sufficient freely transferable cleared funds in your MCCA. The Bank may, at its discretion, require you to place funds with the Bank before your application for each Transaction.

(h) You shall ensure that there are sufficient freely transferable cleared funds/cash in your MCCA.

For the avoidance of doubt, cash shall mean the credit balances in your account(s) with the Bank and does not include physical cash. If there is any shortfall of funds for the purchase of the Bonds, the Bank reserves the right to sell or liquidate the Bonds which you have contracted to buy at such price and in such quantities as the Bank may think fit in accordance with market practice.

### **3 Successful/Unsuccessful Transaction**

- (a) If you do not own sufficient Bonds which you have contracted to sell, the Bank reserves the right to exercise the discretion to buy-in Bonds and/or to recover losses and penalty charges if any, from you in accordance with market practice.
- (b) For unsuccessful primary applications of Bonds, the full amount of the application money (without any interest or any share of revenue or other benefit arising therefrom) shall be refunded to you within a reasonable period, as determined by the Bank in good faith, by crediting into your MCCA with the Bank.
- (c) If you are successfully allocated the Bonds but the transfer of the Bonds is rejected by your Scripless Securities Depository System ("SSDS") Participant due to discrepancies in your SSDS Account details or otherwise, the Bank shall proceed to liquidate your Bonds



on the date where your Bonds is/are returned to the Bank and/or the date on which the Bank is notified of the SSDS Participant's rejection thereof. The Bonds will be liquidated at such rates as determined by the Bank in its sole and absolute discretion.

In the event a failure in custodising Bonds with the SSDS Participant's occurs and where Bonds are delivered to the Bank for custody, arising from submission of incorrect or inaccurate information in the application for Bonds, you agree to custodise the Bonds with the Bank in the interim, subject to the Bank's standard terms and conditions for the provision of such custodian services. However, the Bank reserves the right to liquidate the Bonds after a reasonable period, as determined by the Bank in good faith and thereafter terminate such custodian services to you.

- (d) Any losses, costs, charges and expenses incurred and/or suffered by the Bank shall be borne by you and the Bank shall be entitled by giving notice to you to debit such losses, costs, charges and expenses from your MCCA or your other Account(s) with the Bank. The sales proceeds of the Bonds, which shall be without interest, will be credited into your MCCA or your other Account(s) with the Bank.
- (e) You undertake to pay all commissions and charges, as may be determined by the Bank from time to time, in respect of all Transactions in Bonds or in relation to your Custody Account or SSDS Account maintained with the Bank or SSDS Participant (as the case may be), including but not limited to charges payable in relation to your custodian arrangements with the Bank or the SSDS Participant, and any other costs and expenses incurred by the Bank in maintaining the Custody Account or liaising with the SSDS Participant or in performing or executing your instructions. In addition, any goods and services tax or other similar taxes (collectively, "SST") which are now or hereafter applicable or required by law to be paid on or in respect of any sums payable to the Bank or any costs and expenses incurred by the Bank shall (except to the extent prohibited by the law) be borne or payable by you to the Bank and any sum(s) equivalent to the applicable SST (if any) or other similar taxes in addition to all other sums payable to the Bank shall be debited to or against your MCCA after giving notice to you.

## **4 Custody of the Bonds/Securities**

### **4.1 With the Bank**

- (a) For each Transaction where the Bonds is custodised with the Bank, the Bank shall send to you a Confirmation letter, which shall be conclusive evidence of the terms agreed by you with the Bank, in respect of such Transaction.
- (b) You may, from time to time, instruct the Bank to accept delivery of Bonds into the Custody Account maintained with the Bank in respect of your purchases from other financial institutions; or to make delivery of Bonds from such Custody Account in respect of your sale of Bonds.

Where the Bank is a custodian of your Bonds and holds sufficient Bonds to effect delivery of Bonds purchased by the Bank from you, payment shall be made by the Bank one (1) day after the settlement date or such other date as may be permitted after the transfer of Bonds has been made by the Bank from your Custody Account with the Bank and the



Bank shall have the right to make such transfer of Bonds from your Custody Account with the Bank.

- (c) A statement of your Custody Account with the Bank, generated by the Bank's computer will be sent to you by ordinary mail on a monthly basis or such other periodic basis, as determined in the sole and absolute discretion of the Bank, unless you have in writing instructed the Bank that the statement will be collected in which case the instruction will take effect as soon as the Bank may reasonably comply. The Bank's records of the Transactions effected through your Custody Account shall be binding and conclusive evidence of such Transactions carried out by you
- (d) The Bank, as custodian of the Bonds kept or maintained by your Custody Account, shall not be liable for any loss or damage suffered by you by reasons of or in connection with any errors or delays in accepting, performing or executing any instructions, or in holding, receiving or delivering the Bonds, unless the same is caused solely by the Bank's wilful default or gross negligence.
- (e) The Bank shall, unless and until otherwise expressly and specifically instructed by you to the contrary, collect or receive the principal amount, interest/profit, coupon/periodic distribution, Bonds sale proceeds and any other payment in respect of the Bonds and credit the same to your MCCA.

The term "coupon/periodic distribution" when used herein shall also mean interest/profit, dividends and such other interim payment to be made by the Issuer in connection with the Bonds.

#### 4.2 With SSDS Participant

- (a) In the event that your Bonds are to be custodised with the SSDS Participant, you shall prior thereto, open an SSDS Account and be responsible for your own custodian arrangements with the SSDS Participant, at your cost and expense and the Bank shall not be responsible for the same in any manner whatsoever. The custodisation of your Bonds with the SSDS Participant shall be subject to such terms and conditions as may be imposed by the SSDS Participant from time to time and the rules and procedures on payment, fund transfer, settlement, securities, custody services, as applicable, by PayNet ("PayNet Rules"), as applicable.
- (b) With respect to Bonds custodised with the SSDS Participant:
  - (i) For Buy transactions in Bonds, your account(s) maintained with the Bank will be debited on settlement date or a day prior to the settlement date or within the time frame stipulated in RENTAS Rules. However, the delivery of the Bonds to your SSDS Account may be delayed and may not be made on settlement date, if the transfer from the Bank to the SSDS Participant is not successful or rejected.
  - (ii) For Sell transactions in Bonds, your account(s) maintained with the Bank will only be credited one (1) day after the settlement date or such other date as may be permitted upon successful receipt of your Bonds from the SSDS Participant or within the time frame stipulated in PayNet Rules. The crediting of the sales proceeds may be delayed and may not be on settlement date, if the transfer from the SSDS Participant to the Bank is not successful or rejected.





- (iii) If the Bonds is redeemed or sold off by you prior to Maturity Date, you may not get back the principal amount invested for the Bonds that you hold. The Bank will endeavor to get the best bid prices for you on best effort basis since the selling prices may fluctuate due to market conditions.

## 5 Other Terms and Conditions

- (a) The Bank and OCBC Group may have banking or other commercial relationships with the issuer of the Bonds and may engage in proprietary trading in the Bonds, securities or financial instruments relating to such Bonds (including such trading as the Bank and/or OCBC Group deem appropriate in their sole discretion to manage their market risk on any transactions relating to the Bonds), and that such trading may affect the price of the Bonds.
- (b) The Transactions in Bonds with the Bank shall be governed by these Terms and Conditions, the Bank's Rules Governing the Operations of Scripless Securities Depository Systems and the Rules on Scripless Securities under RENTAS System and if there is any conflict between these terms and conditions and the rules, these Terms and Conditions shall prevail.

## 6 Perbadanan Insurans Deposit Malaysia (PIDM)

Bond Investment is a non-deposit product, therefore PIDM does not apply.

## PART C6: TERMS AND CONDITIONS GOVERNING SPOT FOREIGN EXCHANGE CONTRACTS/TRANSACTIONS ("FX TRANSACTIONS")

1. You may, subject to the provisions contained herein and upon the terms and conditions determined by the Bank, enter into foreign exchange spot contracts/transactions ("FX Transactions"). The availability of the FX Transactions shall be subject to the prevailing foreign exchange market rates and availability of the currency requested by you, and shall be governed by the laws of Malaysia including but not limited to regulations and legislation on exchange control.
2. The notional amount of the FX Transaction shall be computed by the Bank having regard to the relevant Risk Factor assigned to the FX Transaction by the Bank at its absolute discretion. You agree to sign confirmations and do all acts and things required to effect the FX Transactions.
3. If required by the Bank, you shall maintain such Margin(s) (or to deposit with the Bank such amount of money, other assets, or additional security as the Bank may specify in order to maintain such Margin(s)) as the Bank may in its absolute discretion consider appropriate as security for all the Customer's present and future liabilities to the Bank, including but not limited to those arising from FX Transactions undertaken by the Customer or for the Customer's Wealth Account and Wealth Portfolio(s)).
4. The MCCA and/or any other securities which may be obtained by the Bank from time to time are held by the Bank as continuing security for all monies owing under the FX Transactions and



for the performance of your obligations under these Terms and Conditions and notwithstanding any intermediate payment of any sums owing and without prejudice to any other Collateral held by the Bank.

5. The following are Events of Default applying to the FX Transaction:

- (a) You fail to pay any amount due at the time, in the currency and/or in the manner specified by the Bank or fail to perform or comply with any obligation under any FX Transaction or there is any breach of any of these terms and conditions or representation or warranty;
- (b) default is made in the payment on due dates of any monies due to the Bank (whether principal, interest or otherwise);
- (c) a winding-up/bankruptcy proceeding or other proceeding shall be commenced against you or any action to authorise any of the foregoing is taken;
- (d) you are in breach of any other agreement or in default in the payment of any outstanding sum owed to the Bank or to any other financial institution;
- (e) if you die or serve custodial sentence or become insane or adjudged a bankrupt or if any legal proceedings suit or action of any kind whatsoever (whether criminal or civil) is instituted against you;
- (f) any change in applicable law or regulation which makes it impossible or unlawful for the Bank or for you to continue with the FX Transaction or for you to charge or provide the MCCA as security;
- (g) any judgment obtained against you remain unsatisfied for a period of seven (7) days or if a distress attachment or other execution is levied or enforced or issued out on you or against any one of your property or the MCCA and is not discharged within fourteen (14) days;
- (h) for any reason the Bank considers any material adverse change in your assets, financial position or in the economy generally which makes it undesirable for the Bank to continue to provide the FX Transaction;
- (i) if you breach any of the representations, warranties, term or condition herein or the security document or if any information furnished by you to the Bank is incorrect or incomplete.

6. If an Event of Default has occurred or if in the opinion of the Bank (which shall be absolute), any FX Transaction may contravene with any provision of law, rules and regulations relating to foreign exchange (including Notices on Foreign Exchange Administration Rules ("FEA Rules")), the Bank shall be entitled to close out all FX Transactions which are then outstanding with effect from a date specified by the Bank ("Early Termination Date"). The Bank will make the calculations and provide to you a statement specifying the amounts payable in respect of closed out FX Transactions. Anunwy amount payable by you to the Bank in respect of the closed out FX Transactions including any loss of bargain, cost of funding, marked to market losses or cost incurred as a result of its terminating, closing out, liquidating, obtaining or re-establishing any hedge or related trading position shall be payable by you. You hereby irrevocably authorise the Bank to debit your MCCA to settle all monies owing by you under the



FX Transactions and any of your other liabilities set out in these terms and conditions. If the credit balance in the MCCA is insufficient to settle the amounts owed under the FX Transactions, you shall forthwith on demand by the Bank pay the shortfall.

7. The Bank reserves the right to review, vary or impose additional terms, suspend and/or cancel the provision of services to facilitate any FX Transaction for you at any time irrespective of whether an Event of Default has occurred and nothing in these terms and conditions shall be deemed to impose on the Bank any obligation either at law or in equity to continue to make available services for FX Transactions.
8. The Bank may assign all or any part of its rights, benefits or obligations hereunder. You may not without the Bank's consent, assign or transfer any of your rights or obligations hereunder.
9. A statement, certificate or confirmation of the Bank issued by the Bank as to the amount at any time due from you, including the Bank's calculation of marked to market losses on FX Transactions shall, in the absence of manifest error, be final and conclusive and binding for all purposes against you.
10. You shall indemnify and keep the Bank indemnified against any damages, losses, costs and expenses (including legal fees on a solicitor and own client basis) which the Bank may suffer or incur as a result of your failure to comply with your obligation in respect of the FX Transactions.
11. You shall pay the Bank all transaction costs, premiums, fees, charges and commissions relating to the FX Transactions (without any deductions, set-off or withholdings) and may be deducted by the Bank from your MCCA. The payments to the Bank are exclusive of goods and services tax, or any other tax of similar nature which if payable shall be for your account.
12. If any deduction or withholding on any amount payable to you is required by law such as U.S. federal withholding tax imposed or collected pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 ("FATCA Withholding Tax"), as amended from time to time, the Bank will withhold or deduct from any payment payable to you and/or debit your MCCA, and pay to the relevant authorities the full amount required to be deducted or withheld, PROVIDED THAT if there is any shortfall in payment to the relevant authorities, you shall on demand promptly pay the full balance to the Bank and the FX Default Rate (as defined below) shall apply to any balance outstanding from you from the date of demand until the date of full payment.
13. All FX Transactions shall be conducted by you making request to the Bank through telephone or such other mode permitted by the Bank on any Business Day. The Bank may (but shall not be obliged to) comply with any such request. Once the terms of the FX Transactions have been agreed between the Bank and you, a binding contract comes into effect at that time. The spot rate of the FX Transaction shall be subject to the prevailing foreign exchange market rates (as determined by the Bank) and availability of the currencies. The Bank shall be indemnified in full by you against all losses, costs, damages and all other liabilities which it may incur or suffer in accepting and acting on such communication. The Bank shall be entitled to record all telephone conversations and instructions. The Bank shall be entitled to use such recordings and transcripts thereof as evidence in any dispute.
14. You shall honour an FX Transaction on the date in which you are contractually obliged to settle your obligation under the FX Transaction ("Value Date"). The Bank shall not be responsible for any losses, costs, expenses or interest charges arising due to any delay in the receipt of funds. You shall bear all costs, expenses and charges incidental to any remittance of funds.



15. You confirm, acknowledge and warrant that:-

- (a) you are acting as principal for your own account and understand and accept the terms, conditions and risks of FX Transactions in reliance of your own judgment and independent evaluation;
- (b) you shall comply with requirements stipulated in the Notices on Foreign Exchange Administration Rules (“Notices on FEA Rules”) issued by Bank Negara Malaysia from time to time and shall provide supporting information and/or documentation for compliance of the Notices on FEA Rules;
- (c) the FX Facility is to hedge against foreign exchange exposures in respect of your underlying transactions/trades and not for speculative purpose. You shall supply all documents/evidence of the underlying transactions/trades;
- (d) although the Bank may provide you access to recommendations and research relating to currencies, including on how to invest, what or when to buy or sell, the Bank does not represent that such recommendations are suitable for you and all orders are placed and FX Transactions entered at your sole responsibility and risk in reliance of your own judgment and based on your own independent evaluation of the suitability of such recommendations;
- (e) the Bank is not acting as a fiduciary for or an adviser to you and does not hold itself out as advising or any of its employees or agents as having its authority to advise you to enter into any FX Transaction or any subsequent actions and none of its recommendations or advice will be taken as an assurance or guarantee as to the expected results of any FX Transaction; and
- (f) you have not received from the Bank, or any of its employees or agents any assurance or guarantee as to the expected results of any FX Transaction.
- (g) **Currency Risks:** The fluctuations in foreign currency rates have an impact on the profit / loss and the financial investment where the financial contract or the treasury or financial derivatives transaction is denominated in foreign currency or in a currency different from the original financial investment. This risk will be accounted under exchange losses.
- (h) **Market Risks:** Your payments and/or receipts in any FX Transaction are linked to changes in the value of one exchange rates. Such changes, which can be sudden and large, may cause you to suffer significant losses in terms of 1) the amounts it pays under the terms of the transaction being greater than the amounts it receives, and 2) the amount it might cost you to unwind any FX Transaction prior to its stated maturity.
- (i) **Credit Risk:** The Bank may, under certain circumstances, fail to perform our obligations to you when due.
- (j) **Liquidity Risk** is the risk that due to prevailing market conditions it may not be possible to liquidate, nor to assess a fair value of your position. In addition, you should be aware that the operation of exchange rules or any power or system failure affecting electronic trading facilities may, in certain circumstances, impair or prevent the Bank from liquidating or executing any transactions, thus increasing the likelihood of loss.
- (k) **Conflict of Interest:** The Bank plays a variety of roles in connection with any FX Transaction to be undertaken, including acting as Calculation Agent and hedging its



obligations under the transactions. The Bank and/or any of its related companies, in the ordinary course of their business, may also effect transactions for their own account or for the account of their customers. In conducting such business, neither the Bank nor any of its related companies is obliged to take into account your circumstances or act in a manner which is favourable to you. You should be aware that such activity may, or may not affect the value of the transaction and that a conflict may arise.

- (l) **Further Risks and Acknowledgement:** You shall be solely responsible for monitoring the performance and continuing appropriateness of your outstanding contracts.
16. Without prejudice to the generality of the foregoing, the Bank shall be entitled with regard to FX Transactions, to rely and act on any notice or instructions based on signatures which appear to the Bank, by reference to the names and signatures of such persons filed with the Bank, to be your signature or any instructions whatsoever, 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 Bank is entitled to treat all such instructions or notices given, as binding upon you and the Bank shall be entitled (but not bound) to take such steps in connection with or in reliance upon such communication. You agree that the Bank shall be in no way responsible for any misuse or unauthorised use of message or instruction given to the Bank by telephone, facsimile, 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. You shall indemnify the Bank and keep the Bank indemnified against any damages, losses, costs and which the Bank may suffer or incur as a result of such instructions or notices acted upon by the Bank which turn out to be unauthorized or not authentic or forged. The Bank shall be entitled to record all telephone conversations and instructions and you agree that the Bank shall be entitled to use such recordings and transcripts thereof as evidence in any dispute. You acknowledge 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 without any liability to you. Copies of the facsimile transmissions purportedly signed by you certified by any of the Bank's officers to have been received by the Bank, shall be accepted by you as final and conclusive, (including for legal proceedings) of the actual printout version received by via OCBC Bank's facsimile machine and shall be binding on you.
17. The terms of the concluded FX Transaction shall be confirmed by the Bank to you ("Confirmation Advice") by post, or other electronic means but failure or delay by the Bank to issue such Confirmation Advice shall not prejudice any concluded FX Transaction. Any discrepancies noted in the Confirmation Advice must be conveyed by you to the Bank's authorized officer immediately but in any event within seven (7) days or such other period specified by the Bank, following the date of the Confirmation Advice, failing which the Confirmation Advice will be taken as correct, binding and conclusive against you. The terms in the Confirmation Advice, unless disputed by you within the timeframe specified by the Bank, shall prevail in the event of any discrepancies or inconsistency with the term sheet or other document indicating the terms of the FX Transaction even though its receipt was not acknowledged by you or you did not confirm its terms.
18. If, on any date, more than one delivery of a particular currency is to be made between the parties then, the Bank may, at its absolute discretion require that each party shall aggregate the amounts of such currency deliverable by it and only the difference between these



aggregate amounts shall be delivered by the party owing the larger aggregate amount to the other party, and if the aggregate amounts are equal, no delivery of the currency shall be made.

19. The Bank shall be entitled to monitor your exposure by marking to market all outstanding FX Transactions on a daily basis or from time to time as the Bank may determine to monitor the outstanding position and your potential losses/gains.
20. Where losses are incurred, you shall pay the Bank interest on such outstanding losses from the date such amounts are incurred at the following rates:-
  - (a) if the sum is in a currency other than Ringgit (and prior to any conversion by the Bank thereof to Ringgit), the rate which is equivalent to the rate charged to the Bank by its respective Nostro agents for the relevant sum(s) (without need for proof or evidence of such rate);
  - (b) if the sum is in Ringgit (or after any conversion by the Bank thereof to Ringgit), the rate per annum equal to the cost (without proof or evidence of any actual cost) if the Bank was to fund or of funding the relevant amount(s) plus 2% per annum or at such other rate as the Bank may stipulate ("FX Default Rate") at its absolute discretion (both before as well as after demand, judgment or order) as agreed liquidated damages.
21. If you fail to take up or honour the FX Transaction on its Value Date, the Bank reserves the right to close out the FX Transaction at the prevailing spot price on the Value Date or on any other day as the Bank may determine and debit your MCCA towards settlement of the resulting loss. If there is a gain, the gain will be credited to your MCCA. The Bank is under no obligation to call or send reminders to you prior to the maturity of any FX Transaction.
22. You may request based on valid reason(s), for a rollover of an FX Transaction, and such request must be made in writing at least two (2) Business Days before its Value Date. If you fail to give the Bank the minimum rollover period of notice, the Bank reserves the right to take all necessary measures to deal with the matured FX Transaction, including closing it out and any cost arising therefrom shall be borne by you and debited from your MCCA. The Bank reserves the right to grant or reject a request for rollover without being liable to you for any losses, expenses, damages or expenses that may be incurred or suffered by you which may result from such refusal. If the Bank allows roll-over of any FX Transaction at the prevailing Spot Price but adjusted to include all such charges and costs (including without limitation, costs in the form of swap points) which the Bank may at its discretion impose, a new FX Transaction shall be deemed to have been entered into between the Bank and you at that time and all these terms and conditions shall apply in like manner to the new FX Transaction.
23. If the Bank allows roll-over, the FX Transaction shall be rolled over at the prevailing Spot Price. The Marked-to-market losses (as defined below) on roll-over shall be cash settled by you on the Value Date of the earlier contract. Any calculation by the Bank of the Marked-to-market losses shall be conclusive and binding on you, save for manifest error. Without prejudice to any other right of the Bank, if you fail to pay the Marked-to-market losses, you shall pay the Bank interest at the FX Default Rate on the Marked-to-market losses and all costs related thereto between the Value Date of the earlier contract until full settlement thereof.

**Marked-to-market losses** means the difference between the amount which would have been payable for the FX Transaction by using the Historical Rate (as defined below) and the amount



payable for the FX Transaction calculated at the prevailing Spot Price when a maturing FX Transaction is closed out on the relevant Value Date.

**Historical Rate** means the rate at which an FX Transaction was originally transacted.

24. Definitions for purposes of this Part C6 :

- (a) **“Spot Date”** means the spot delivery day for the relevant Currency Pair as generally used by the foreign exchange market;
- (b) **“Spot Price”** means the price at the time at which such price is to be determined for foreign exchange transactions in the relevant Currency Pair for value on the Spot Date, as determined by the Bank.





## PART D: TERMS AND CONDITIONS GOVERNING CUSTODY SERVICES

These terms and conditions form part of the OCBC Premier Banking and OCBC Premier Private Client Terms and Conditions (“**Agreement**”) between you and OCBC Bank (Malaysia) Berhad (“**Bank**”). This Part D contains terms and conditions governing the appointment of the Bank as your custodian (“**Custodian**”) under the Wealth Account. All capitalized terms are defined in Part A of the Agreement, save otherwise defined or stated in this Part D.

### 1 INTERPRETATION

1.1 In these Terms and Conditions, except to the extent that the context requires otherwise:

“**Property**” means all or any part of any of your Securities, cash, or any other property from time to time held by the Custodian or its nominees or agents under these Terms and Conditions, and

“**sub-custodian**” means a person utilised by the Custodian for the safe-keeping, clearance and settlement of Property, including any services normally provided by a custodian;

### 2 ESTABLISHMENT OF ACCOUNTS

2.1 You authorise the Custodian to establish on its books on these Terms and Conditions:

- (a) a Custody Account for the receipt, deposit, safe-keeping and maintenance of any Securities and other property (apart from cash); and
- (b) your MCCA (as defined and set out in Part B of the Agreement) for the debit or deposit of cash in connection with any Securities or other property in the Custody Account.

2.2 The Custody Account will be in your name.

### 3 PROPERTY ACCEPTABLE FOR CUSTODY

3.1 Subject to sub-Clause 3.2, the Custodian agrees to accept for custody in the Custody Account, Securities and any other form of property (apart from cash) acceptable to the Custodian which is capable of deposit under these Terms and Conditions.

3.2 The Custodian may in its absolute discretion decide whether to accept (in whole or in part) for custody in the Custody Account.

### 4 REPRESENTATIONS AND WARRANTIES

4.1 You hereby represent and warrant to, and undertake with the Custodian that:



- (a) during the currency of the agreement constituted by these Terms and Conditions (“Agreement”), you (and any Person on whose behalf you may act as agent or otherwise in a representative capacity) have and will continue to have full capacity and authority to enter into the Agreement and to carry out the transactions contemplated herein, and have taken and will continue to take all action (including, without limitation, the obtaining of all necessary governmental consents in any applicable jurisdiction) to authorise entering into and performance of the Agreement;
- (b) the source(s) of the Property:
  - (i) is lawful under the laws and regulations (including the foreign exchange administration laws and regulations) of the jurisdiction binding on or applicable to you; and
  - (ii) had been legitimately acquired and not obtained from or is not the proceeds of or property derived or obtained, directly or indirectly, by any person as a result of any unlawful activity within the meaning of the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 or in contravention of any anti-money laundering laws or regulations binding on or applicable to you or Custodian;

and you will take all necessary actions to ensure that such laws or regulations will not be contravened and will be complied with at all times; and

- (c) you are solely responsible for:
  - (i) ensuring that your Instructions are at all times in compliance with and not in breach of, and do not render the Custodian in breach of any applicable law, rule or other regulatory requirement (whether arising from any governmental or regulatory authority or that of a relevant stock exchange, Clearing House, settlement system or market as aforesaid), or market practice; and
  - (ii) compliance matters under all securities, stock exchange, depository, exchange control, company laws and regulations, including without limitation, substantial shareholding reporting, takeover rules, and direct business transaction requirements.

## 5 TRANSACTIONS NOT REQUIRING INSTRUCTIONS

5.1 The Custodian is authorised to carry out the following relating to the Property without liability on the Custodian’s part:

- (a) to sign any affidavits, certificates of ownership or other certificates relating to the Property which may be required:-
  - (i) to obtain any Securities or cash; or



- (ii) by any tax or other regulatory authority in any relevant jurisdiction, whether governmental or otherwise;
- (b) to collect, receive and/or credit the Custody Account or MCCA, as the case may be, with all income, payments and distributions in respect of any Property, and any capital arising out of or in connection with any Securities (including all Securities received by the Custodian as a result of a stock dividend, bonus issue, share sub-division or reorganisation, capitalisation of reserves or otherwise) and take any action necessary and proper in connection therewith;
- (c) to exchange interim or temporary receipts for definitive certificates, and old certificates for new certificates;
- (d) to make any payment by debiting your MCCA or any other account that you own with the Custodian as required:-
  - (i) to effect any Instruction;
  - (ii) to pay for Taxes, management or supervisory fees, agents' and other advisers' fees, distribution and operating expenses incurred under these Terms and Conditions; or
  - (iii) to make payments in connection with the conversion, exchange or surrender of Property held in the Custody Account;
- (e) to deliver to the Authorised Person, transaction advices/confirmations and/or regular statements of accounts showing the Property held, at such intervals as may be determined by the Custodian;
- (f) to notify the Authorised Person of all official notices, reports and financial information relating to the Property when received by the Custodian, and to seek Instructions as to any action to be taken in connection therewith; and
- (g) to attend to all other matters in connection with anything provided in this Clause 5 or any Instructions.

5.2 For purposes of this Clause, "Authorised Person" means:

- (a) the Customer;
- (b) (in the event where the Customer has appointed any investment manager to act on his/her behalf in relation to his/her Account(s)) any officers or employees of the such investment manager as have been authorised by such investment manager by notice in writing to the Bank (in its capacity as custodian) to act on such investment manager's behalf (in its capacity as the investment manager of the Customer) in the performance of any acts, discretion or duties under these Terms and Conditions; and



- (c) any other person, firm or company holding a duly executed power of attorney from the Customer which is in a form acceptable to the Bank (in its capacity as custodian).

## **6 TRANSACTIONS REQUIRING INSTRUCTIONS**

6.1 The Custodian is authorised to carry out the following transactions relating to the Property upon receipt of Instructions:-

- (a) to make payment for and/or receive any Property or deliver or dispose of any Securities except as otherwise specifically provided for in these Terms and Conditions;
- (b) to deal with script issues, rights, conversions, options, warrants and other similar interests or any other discretionary rights in connection with any Property;
- (c) to exercise any voting rights attached to Securities, only as you may specify in your Instructions. For the avoidance of doubt, in the absence of your Instructions, the Custodian will abstain from voting;
- (d) to insure the Property on your behalf provided that the you make available to the Custodian, the cost of such insurance in advance or authorise the Custodian to debit such cost to your MCCA or any other Account that you maintain with the Bank; and
- (e) carry out any action affecting Property or the Custody Account other than those specified in Clause 5.

## **7 POOLING AND REGISTRATION**

7.1 The Property will be registered as the Custodian may direct either in the name of the Custodian or its nominee company or its agent in the jurisdiction where the Property is required to be registered or may otherwise be held. The Custodian may co-mingle the Property with the property, like with like, of other customers of the Custodian including in an omnibus account held by or with another custodian or a sub-custodian. In such situations, your interest in the Property may not be identifiable by separate certificates, or other physical document or equivalent electronic records; your beneficial entitlement to any Property that has been co-mingled shall be proportionate to the Property deposited with the Custodian by you (as increased or diminished by subsequent sales or purchases from time to time) as conclusively evidenced by records maintained by the Custodian. The Custodian will identify on its books that the Property is held for the account of the Customer. The Custodian will hold, to the extent practicable, the Property in a Clearance System only in an account of the Custodian which holds exclusively assets held by the Custodian for its customers.



- 7.2 The Custodian will direct each sub-custodian to identify on its books that Property is held for the account of the Custodian as custodian for its customers. The Custodian will direct each sub-custodian, to the extent practicable, to hold Property in a Clearance System only in an account of the sub-custodian which holds exclusively assets held by the sub-custodian for its customers.
- 7.3 Any Property deposited by the Custodian with a sub-custodian will be subject only to the instructions of the Custodian, and any Property held in a Clearance System for the account of a sub-custodian will be subject only to the instructions of the sub-custodian.
- 7.4 In respect of any Property the title to or rights in respect of which are evidenced by book entry records in a Clearance System, the Custodian may require that such transfers be made as are necessary for such Property to be credited to a Clearance System account or sub-account in the name of the Custodian or its nominee or its agent.

## **8 CUSTODY ACCOUNT PROCEDURES**

- 8.1 The Custodian is not obliged to credit Securities to the Custody Account before receipt of such Securities by final settlement. If the Custodian has received Instructions that would result in the delivery of Securities exceeding credits to the Custody Account for those Securities, the Custodian may reject the Instructions or may decide which deliveries it will make (in whole or in part and in the order it selects). You acknowledge and agree to bear the risk and expense associated with investing in Securities denominated in any currency.
- 8.2 The Custodian is not obliged to make a credit or debit to the MCCA before receipt by the Custodian of a corresponding and final payment in cleared funds. If the Custodian makes a credit or debit before such receipt, the Custodian may at any time reverse all or part of the credit or debit (including any interest thereon), and/or require repayment of any amount corresponding to any debit or credit (including any interest thereon). You must ensure funds and/or securities are available for settlement of purchase and/or sale (as the case may be) of securities before the applicable cut-off time. If the Custodian is the seller, the mode of payment must be acceptable to the Custodian, and the Custodian reserves the right to require payment before execution of any order to purchase Securities.
- 8.3 The Custodian may but is not obliged to make any debit to the Account which might result in or increase a debit balance. If the total amount of debits to the Account at any time would otherwise result in a debit balance or exceed the immediately available funds credited to the Account, the Custodian may decide which debits it will make (in whole or in part and in the order it selects).
- 8.4 Nothing in these Terms and Conditions shall oblige the Custodian to extend credit, grant financial accommodation or otherwise advance moneys (collectively, "Credit") to you for the purpose of meeting any payments or otherwise carrying out any Instructions. If the



Custodian grants any Credit to you, the Custodian may at any time cancel any extension of Credit.

- 8.5 The operation of the Custody Account for Malaysian Ringgit Bonds shall be governed by the Code of Conduct and Market Practices for the Malaysian Corporate Bond Market, and the rules, guidelines and directives issued by any relevant authorities or bodies (collectively, the “Code”). The Code shall apply to the sale and purchase contract between you and the Bank.

## 9 USE OF AGENTS, ADVISERS AND CLEARANCE SYSTEMS

9.1 You agree and understand that:

- (a) the Custodian is authorised to appoint sub-custodians or agents (including any member of the OCBC Group), whether in its own or your name, to perform the whole or any part of the duties, and/or to exercise any of the rights and powers, of the Custodian under these Terms and Conditions. The Custodian may delegate to any sub-custodian or agent so appointed any of its duties and functions under these Terms and Conditions including (without limitation) the collection of all payments due on the Property and whether of an income or a capital nature;
- (b) the Custodian is entitled and authorised to deposit any Property (other than cash) in any Clearance System, and to open, maintain and operate an account or accounts, in its own or its nominee’s name or in your name, with any such Clearance System, and any Property so held, and any such account shall be subject to the rules and operating procedures of such Clearance System and any applicable laws and regulations whether of a governmental authority or otherwise. The Custodian shall not be responsible or liable for any loss arising from the deposit of any Property with, and the employment of, any Clearance System, unless the loss is caused directly by the wilful default of gross negligence of the Custodian or the Clearance System.

## 10 OCBC GROUP’S INVOLVEMENT

10.1 You hereby authorise the Custodian without the need for the Custodian to obtain your prior consent:

- (a) when acting on Instructions from you, to purchase and sell Securities or any other property from and to the Custodian or any other member of the OCBC Group and through any member of the OCBC Group, and from and to any other client of the Custodian; and
- (b) to obtain and keep, without being liable to account to you, any commission payable by any third party or any other member of the OCBC Group in connection



with dealings arising out of or in connection with the Custody Account and/or the MCCA.

- 10.2 You agree and understand that if the Custodian, acting on Instructions from you, arrange for investment in the name of the Custodian (but for your account) in any Securities or any other property, held, issued or managed by any member of the OCBC Group, then such member of the OCBC Group may retain a profit (other than the charges, commissions and fees payable by you under these Terms and Conditions) without being liable to account to you for such profit.
- 10.3 You agree and understand that the Custodian may have banking relationships with companies whose Securities or any other property are held in the Custody Account or which are purchased or sold for the Custody Account.

## 11 SCOPE OF RESPONSIBILITY

11.1 You agree and acknowledge that:

- (a) save as to the extent caused by the recklessness, wilful default or fraud of the Custodian or its directors, officers, employees or agents, the Custodian shall have no responsibility or liability (whether in contract or tort, including for negligence) in respect of:-
- (i) any acts or omissions of the Custodian:
    - (i)(a) pursuant to any Instructions; or
    - (i)(b) under these Terms and Conditions including without limitation, any execution, failure to execute, or mistakes in the execution of, any Instruction;
  - (ii) any loss or expense that you incur as a result of or in connection with the transfer to you or the collection or deposit or crediting to your MCCA or any of your Account and/or Custody Account of invalid, fraudulent, or forged transactions or any entry in your MCCA or any of your Account and/or Custody Account which may be made in connection therewith;
  - (iii) any advice or opinion which may be given to you pursuant to these Terms and Conditions or in respect of any transaction or proposed transaction;
  - (iv) any inaccuracies in or omission from any memorandum or other document prepared by the Custodian for you, or sent by the Custodian to or to the order of you; and
  - (v) loss of business, loss of profits, loss of data, indirect, consequential, special or incidental damages, liabilities, claims, losses, expenses, disbursements, awards, penalties, proceedings and costs regardless of whether the possibility of such losses or damages was disclosed to, or could have reasonably been foreseen by the Custodian.
- (b) without affecting the generality of any provisions in these Terms and Conditions, the Custodian shall not be responsible for the title, validity or genuineness of any Property or other property or evidence of title thereto received by it or delivered by it pursuant to these Terms and Conditions and shall be held harmless by you in





acting upon, and may conclusively rely on, without liability for any loss resulting therefrom, any notice, request, consent, certificate or other instrument believed by it to be genuine and to be signed or furnished by the proper party or parties, including, without limitation, Instructions;

- (c) the Custodian is responsible for the performance of only those duties as are expressly set forth herein, including the performance of any Instructions given in accordance with these Terms and Conditions. The Custodian shall have no implied duties or obligations;
- (d) all obligations and duties of the Custodian are solely of the Custodian and not those of any other members of the OCBC Group. Your rights extend only to the Custodian and not to any other members of OCBC Group;
- (e) unless expressly provided for herein, the Custodian is not responsible for the acts, omissions, defaults or insolvency of any third party including, any broker, counterparty or issuer of Securities;
- (f) You shall examine the following and notify the Custodian of any discrepancy between Instructions given and the statements or entries shown therein and/or of any other errors therein:
  - (i) within 24 hours of receipt of a transaction advice/confirmation; and
  - (ii) within 7 days of receipt of statement of account supplied to you by the Custodian pursuant to Clause 5.1(e).In the absence of any notification by you within the stipulated time, all such entries or statements shall be taken as correct, conclusive and binding on you;
- (g) the Custodian is not responsible for the form, accuracy or contents of any notice, circular, report announcement or other material provided under Clause 5.1(f) and not prepared by the Custodian, including the accuracy or completeness of any translation, if any, in regard to such forwarded communications. Nothing herein obliges the Custodian to provide any translation of any communications;
- (h) the Custodian or its nominees, sub-custodians or agents, as the case may be, may (but without being under any duty or obligation) institute or defend legal proceedings, or take or defend any other action arising out of or in connection with the Property provided that you indemnify the Custodian against any costs, charges and expenses arising from such proceedings or other action and makes available to the Custodian such security in respect of such costs, charges and expenses as the Custodian in its absolute discretion deems necessary;
- (i) all collections of the Property and of any funds or other property paid or distributed in respect of the Property is made at your risk;
- (j) you shall be responsible for all filings, tax returns and reports on any transactions undertaken pursuant to these Terms and Conditions which must be made to any relevant authority whether governmental or otherwise and for the payment of all unpaid calls, taxes (including without limitation any sales and services tax or value



added tax), imposts, levies or duties due on any principal or interest; or any other liability or payment arising out of or in connection with the Property, and in so far as the Custodian is under any obligation (whether of a governmental nature or otherwise) to pay the same on your behalf it may do so out of any moneys or assets held by the Custodian pursuant to these Terms and Conditions;

- (k) the Custodian is not acting under these Terms and Conditions as your tax adviser, investment manager or investment adviser and that the Custodian's duty is solely to keep safe custody of the Property (with responsibility for the selection, acquisition and disposal of the Property remaining with you at all times); and
- (l) the Custodian shall be a bare custodian and not a trustee.

11.2 To the fullest extent permitted by laws and regulations, the Custodian's maximum liability under or in connection with these Terms and Conditions (whether in respect of one or more claims) shall not exceed RM1 million.

## 12 DISCLOSURE BY YOU

12.1 You shall provide in a timely manner all such information and proof (copies or originals), including the identities and details of the substantial shareholders in any companies, beneficiaries and ultimate beneficiaries and tax status of the foregoing, as may from time to time be deemed required by the Custodian to comply with or fulfill any obligations under any laws, including without limitation tax laws, money-laundering laws and regulations:

- (a) prior to the establishment of your MCCA and Custody Account;
- (b) regularly on a monthly basis or such other interval as the Custodian may from time to time inform you; and
- (c) at any time on the Custodian's written request.

12.2 You warrant and represent to, and covenant with the Custodian that all information provided by you to the Custodian in relation to these Terms and Conditions shall be true, accurate and complete, and you shall update the Custodian promptly with any changes to the information.

## 13 WITHHOLDING TAXES

13.1 If any Taxes become payable with respect to any payment to be made to you, such Taxes shall be payable by you and the Custodian may withhold the Taxes from such payment. The Custodian may withhold any cash held or received with respect to the MCCA or any of your Account and apply such cash in satisfaction of such Taxes. If any Taxes become payable with respect to any prior payment made to you by the Custodian, the Custodian may withhold any cash in satisfaction of such prior Taxes. You shall remain liable for any deficiency. The Custodian does not provide any tax relief or tax reclaim services for you.



## 14 INDEMNITY

14.1 You agree to indemnify the Custodian and each of the Custodian's nominees, sub-custodians or agents and to hold the Custodian and such nominees, sub-custodians or agents harmless, against all costs, liabilities and reasonable expenses including (without limitation) any legal fees and disbursements on a full indemnity basis, and any Taxes, including without limitation sales and services tax, value added tax or similar tax in connection therewith arising directly or indirectly:

- (a) from the fact that the Property is registered in the name of or held by the Custodian or any such nominee or agent;
- (b) without limiting the generality of Clause 14.1(a), from any act or thing (including, without limitation, any overdraft or other financial accommodation which arises on the books of the Custodian whether on an advised or unadvised basis) which the Custodian or such nominee or sub-custodian or agent allows, takes or does or omits to allow, take or do in relation to the Property under or pursuant to these Terms and Conditions or as a consequence of the carrying out of any Instructions;
- (c) from the Custodian or any such nominees or agent carrying out any Instructions believed by it in good faith to have been given by an Authorised Person; or
- (d) from any claims, demands, actions, legal proceedings made, issued or commenced against the Custodian (i) which you are not fully successful, or (ii) by a third party who is in dispute (whether related to the custody services) with you. This indemnity shall not be discharged or cancelled under any circumstances whatsoever and shall continue as an independent covenant without merger into any judgement that the Custodian may obtain against you. The certificate or confirmation issued by the Custodian as to any losses, expenses, claims or damages payable to it pursuant to this clause shall, save for any manifest error, be final and conclusive and binding upon you,

PROVIDED THAT neither the Custodian, its nominees, sub-custodians or agents shall be indemnified against any liability arising out of the Custodian's or such nominee's or sub-custodian's or agent's own negligence or wilful default.

## 15 LIEN

If you owe any liabilities and obligations (whether actual or contingent) to the Custodian under these Terms and Conditions, the Custodian shall have a general lien on all Property (other than cash) until the satisfaction of all liabilities and obligations. The Custodian shall be entitled to, by prior written notice to you, sell or otherwise realise any such Property and to apply the proceeds of any such sale or realisation and monies from time to time deposited with it under these Terms and Conditions to satisfy such liabilities and obligations; for the purpose of such



application the Custodian may purchase with any monies standing to the credit of any account such other currencies and at such rate(s) of exchange as may be necessary to effect such application.

## **16 FEES AND EXPENSES**

Without prejudice to any of its liabilities and obligations under these Terms and Conditions, you agree to pay to the Custodian from time to time such fees/commission including any applicable sales and services tax or other value added tax (whether imposed in Malaysia or elsewhere) for its services pursuant to these Terms and Conditions as may be notified by the Custodian to you from time to time and the Custodian's out-of-pocket or incidental expenses, including (without limitation) all those items referred to in Clause 5.1(d)(ii), and you agree to hold the Custodian harmless from any liability, loss, or withholding, resulting from any Taxes or other governmental charges, and any expenses related thereto, which may be imposed, or assessed in connection with or arising out of the Custody Account and/or the MCCA or any of your Account. The Custodian is further authorised to debit (as well after as before the date of any termination pursuant to Clause 17) any account of yours with the Custodian including (without limitation) your MCCA or any of your Account, any amount owing to the Custodian from time to time under these Terms and Conditions. The fees and charges for services provided by the Custodian to you may be varied by the Custodian by giving prior written notice to you.

## **17 TERMINATION**

The custody services are availed to a Customer with a Wealth Account, for the appropriate Products and Securities in the Wealth Portfolio which are required to be maintained with the Custodian. The Customer may refer to the terms and conditions in Part A of the Agreement, pertaining to the handling of Products and Securities under custody, upon termination of the Wealth Portfolio. If the Custodian has effected any transaction on behalf of the Customer and the settlement of such transaction is likely to extend beyond the termination of the Wealth Portfolio, the Custodian shall be entitled in its absolute discretion to close out or complete such transaction and to retain sufficient Property for that purpose.

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# OCBC PREMIER BANKING AND OCBC PREMIER PRIVATE CLIENT TERMS AND CONDITIONS

Effective Date: Valid until 31 August 2023

## PART A: GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL SERVICES

## PART B: TERMS AND CONDITIONS GOVERNING DEPOSIT ACCOUNTS AND SERVICES

## PART C: TERMS AND CONDITIONS GOVERNING INVESTMENT PRODUCTS AND SERVICES

## PART D: TERMS AND CONDITIONS GOVERNING CUSTODY SERVICES

### PART A: GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL SERVICES

The general terms and conditions, together with any other terms and conditions with respect to accounts, products, services and facilities provided by the Bank, constitute the Agreement (as herein defined) between the Customer (as herein defined) and the Bank (as herein defined). The terms in the Agreement will apply to and govern the relationship between the Customer and the Bank.

#### 11 Definitions and Interpretation

11.1 **"Account"** refers to such account(s) which the Customer may have with the Bank whether alone or jointly with any other person(s) and includes any type of account which may be offered by the Bank from time to time. For clarity, an Account includes but is not limited to the following as defined and set out in Part B of this Agreement: **"Day-to-day Banking Account"**, **"Multi Currency Current Account"** or **"MCCA"**, **"Multi Currency Term Deposit"** or **"MCTD"**;

**"Account Holder"** means each person who opens an Account with the Bank;

**"Advance"** means an advance made or to be made by the Bank to you under a Facility or, as the case maybe, the outstanding principal amount of any such advance or under any Facility;

**"Advice"** means any statement or Confirmation in respect of any transaction;

**"Agreement"** refers to these terms and conditions and any other terms and conditions with respect to accounts, facilities, products or services provided by the Bank to the Customer, which shall apply to and govern the Customer's relationship with the Bank;

**"Applicable Laws and Regulations"** refers to the obligations of the Bank or any member of the OCBC Group to comply with: (i) any local or foreign law, ordinance, regulation, demand, guidance, guidelines, rules, codes of practice, whether or not relating to an intergovernmental agreement between the governments or regulatory authorities of two or more jurisdictions; and (ii) any agreement between the Bank (or that of any other member of the OCBC Group, as the case may be) and any government or taxation authority in any jurisdiction;



**“Authorised Depository” or “ADI”** means a licensed financial institution given the approval by Bank Negara Malaysia to be an Authorised Depository of Securities;

**"Bank"** refers to OCBC Bank (Malaysia) Berhad and shall include its successors and assigns;

**"Base Currency"** means:

- (c) in the case of a negotiable instrument of deposit, the currency in which a negotiable instrument of deposit is placed with the Bank, as specified in the Confirmation and/or the Term Sheet; and
- (d) in the case of a Structured Product, the currency in which a Structured Product is initially invested or transacted with the Bank, as specified in the Confirmation and/or the Term Sheet and/or Product Summary and Terms and Conditions;
- (e) in all other cases, such currency as the Bank and the Customer may specify for a relevant Contract or Facility Letter;

**“Bearer”** in relation to a negotiable instrument of deposit means the owner of the negotiable instrument of deposit;

**“BNM”** means Bank Negara Malaysia;

**"Bonds"** means any debt security, notes, bonds, Islamic bond/sukuk, debentures distributed or offered by the Bank under a Programme, which you agree to subscribe for or purchase from the Bank and which is designated by the Bank to be governed by the Terms and Conditions Governing Bonds from time to time;

**"Business Day"** means:

- (a) a day on which banks in Malaysia and (if applicable) the country of the currency of the deposits are opened for business other than Saturdays, Sundays, and gazetted public holidays;
- (b) in the case of Structured Investments, negotiable instruments of deposits and Bonds, a day, other than Saturday, Sunday and gazetted public holidays, on which banks in Malaysia are opened for business and such other places (if applicable), as specified in the Confirmation and/or the Term Sheet and/or Information Memorandum or Offering Circular or Base Prospectus (as the case may be);

**"Calculation Agent"** means, where the context requires, the party who is named as the calculation agent in connection with the Contract;

**“Calendar month”** means the period from the “n-th” day of a specific month to the “n-th” day of the following month, except that:



- (d) a “calendar month” starting from the last day of a month shall always end on the last day of the next month;
- (e) in the case of a non-leap year, a “calendar month” starting from January 28, 29, 30 and 31 shall always end on 28 February; and
- (f) in the case of a leap year, a “calendar month” starting from January 29, 30 and 31 shall always end on 29 February;

**“Certificate”** means the security paper duly completed and issued by the Bank to acknowledge the receipt of a Deposit falling within the meaning of a negotiable instrument of deposit ;

**“Clearing House”** refers to any organisation, forum or system, whether in Malaysia or elsewhere, serving as a clearing or settlement house or system for clearing or settlement of cheques, other payments or any securities transactions or other transactions (whether or not on an Exchange);

**“Clearance System”** means Clearstream Banking Luxembourg, Euroclear, the First Chicago Clearing Centre, the Malaysian Central Depository Sdn Bhd, the Depository Trust Company, the Central Depository (Pte) Limited and such other clearance or depository system as may from time to time be used in connection with transactions relating to Securities, and any depository or nominee for any of the foregoing;

**“COF”** means the Bank’s prevailing cost of funds;

**“Collateral”** means any assets acceptable to the Bank including cash and credit balances in the MCCA and MCTD, Securities and other assets or things or documents of title for the time being and from time to time deposited or to be deposited with the Bank or any third party acceptable to the Bank and charged, mortgaged, pledged or assigned in the Bank’s favour as security for the Customer's indebtedness, liabilities or obligations to the Bank;

**“Confirmation”** means:

- (d) (other than in relation to Structured Investments) the written notice (including telex, facsimile or other electronic means from which it is possible to produce a hard copy) which contains the specific terms of a Contract entered into between the parties and includes a contract note;
- (e) in relation to negotiable instruments of deposits and Structured Investments , the written notice(s) (including telex, facsimile or other electronic means from which it is possible to produce a hard copy) given to you by the Bank which evidence(s) the specific terms of a Negotiable Instruments of Deposit or Structured Investment; or





(f) in relation to Bonds, means the confirmation statement in relation to your subscription of Bonds and sent by the Bank to you;

**"Contract"** includes any transaction for the sale or purchase or any dealings whatsoever in Securities, negotiable instruments of deposit transactions, structured investments transactions, unit trusts transactions, bonds transactions and/or any other contracts, financial products or instruments of whatever nature or such other transactions as the Bank may from time to time permit to be carried out with you;

**"Correspondence"** shall have the meaning set out in Clause 9.2 of this Part A of this Agreement;

**"Currency Pair"** means the two Permitted Currencies which may be exchanged in connection with an FX Transaction;

**"Custodian"** means the Bank or Malaysia Nominees (Tempatan) Sdn Bhd (6193-K) and/or any other custodian appointed by the Bank from time to time and its successor in title;

**"Custody Account"** refers to the custody account or accounts that you authorise the Bank to establish on its books in your name on the terms of Part D this Agreement;

**"Cut-off Date and Time"** means such time as determined by the Bank and shall be as notified to the Customer to be the latest date and time by which the Bank must receive the funds for or subscription of a negotiable instrument of deposit or Structured Product (as the case may be);

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

**"Electronic Instruction"** means any instructions or requests transmitted through electronic mail and/or any other form of electronic communication and always in the manner acceptable to the Bank;

**"Electronic Services"** includes phone instruction and email services, Online banking service and any other services offered via electronic means or Internet;

**"Event of Default"** shall have the meaning set out in Clause 25 of this Part A of this Agreement;

**"Exchange"** refers to any exchange or market whether in Malaysia or elsewhere on which Securities are traded;

**"Exchange Business Day"** means any trading day of the relevant Exchange;

**"Facility"** means any loan, credit or other facility or financial accommodation which the Bank may extend to the Customer, subject to the terms and conditions in the Facility Letter;



**"Facility Letter"** means any forms, notifications and letters issued by the Bank containing the terms and conditions applicable to any Facility and includes any acceptances and confirmations thereof;

**"Finance Documents"** means, collectively, this Agreement, the Facility Letters, the Security Documents and any other document designated as such by the Bank;

**"Foreign Currency"** refers to any currency other than Ringgit Malaysia;

**"Foreign Exchange Notices"** means the Foreign Exchange Notices of Malaysia issued pursuant to the Financial Services Act 2013 and all other regulations made pursuant thereto, as from time to time amended, extended, re-enacted or consolidated.

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

**"Indebtedness"** means all monies and liabilities whether certain or contingent which are now or shall from time to time or at any time hereafter become owing or remaining unpaid or incurred by the Customer to the Bank pursuant to the terms and conditions in this Agreement and any Finance Documents, together with all interest, costs, commissions, fees, charges and expenses (including all legal fees and expenses) which the Bank may incur in perfecting or registering or enforcing or seeking to enforce any Collateral;

**"Instructions"** means instructions (which includes Electronic Instructions) issued or to be issued by the Customer to the Bank or such other party contemplated in this Agreement to the Bank or such other party contemplated in this Agreement in furtherance of the transactions contemplated in this Agreement, and "to instruct" shall be construed accordingly and always in the manner acceptable to the Bank;

**"Interest Payment Date"** means the date on which the interest is payable in connection with a negotiable instrument of deposit or Structured Product (as the case may be) as specified in the Confirmation and/or the Term Sheet and/or Product Summary and this Agreement (as the case may be);

**"Interest Period"** means in relation to negotiable instruments of deposit or Structured Products, unless otherwise provided in the Confirmation and/or the Term Sheet and/or Product Summary and this Agreement (as the case may be), each period commencing on the Start Date or an Interest Payment Date and ending on (but excluding) the next following Interest Payment Date or, if the relevant negotiable instrument of deposit or Structured Product (as the case may be) has matured, the Maturity Date, or if terminated prior to such Interest Payment Date, the Early Termination Date; and



**"Interest Rate"** means the rate of interest or return applicable to a negotiable instrument of deposit or Structured Product (as the case may be) from time to time, as specified, or determined in accordance with the formula specified in the Confirmation and/or the Term Sheet and/or Product Summary and this Agreement (as the case may be);

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

**"Joint Wealth Account"** refers to a Wealth Account opened in the names of two or more persons, whenever the context allows, references to a Wealth Account shall be construed to include a Joint Wealth Account;

**"Known Public Holiday"** means any gazetted holiday, (for example 1 January, 1 May, 31 August and 25 December). If such a day falls on a Sunday, the next business day shall be deemed as "known public holiday";

**"Liabilities"** mean all obligations, liabilities or moneys whatsoever at any time now or hereafter owing, due or incurred by the Customer to the Bank howsoever arising, anywhere, on any account, or in respect of the Services or in connection with any Instructions or otherwise, or arising under any Facility, whether present or future, actual or contingent, primary or collateral, solely or jointly and whether as principal or surety, including all principal moneys, interest, compound interest, charges, expenses, costs, fees or Taxes as may from time to time be payable by the Customer in connection therewith and, for the avoidance of doubt, includes all liabilities or moneys for which the Customer may be liable to the Bank in any way whatsoever anywhere on the Customer's current, loan or any other account or from the negotiation, discounting, acceptance, endorsement or collection by the Bank of bills of exchange or by the issue or establishment by the Bank of bonds, guarantees, standby letters of credit, letters of credit and documentary credits, including the amount of notes or bills discounted or paid or other loans, credits or advances and liabilities arising directly or indirectly out of foreign exchange facilities afforded by the Bank or from foreign exchange or banking transactions carried out by the Bank or its agents;

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

**"Margin"** means the ratio (expressed as a percentage) of the value of the Collateral as determined by the Bank or the cash Collateral which is furnished to the Bank to the aggregate exposure of the Bank as determined by the Bank;

**"Market Disruption Event"** means the occurrence or existence on an Exchange Business Day of any suspension of or limitation imposed on trading in the Reference Financial Instrument(s) of a negotiable instrument of deposit or the Underlying Financial Instrument of a Structured



Product (as the case may be) during the one-half hour period that ends at the Valuation Time on the Valuation Date or the Expiry Time on the Expiry Date;

**"Maturity Date"** means the date of maturity of a negotiable instrument of deposit or Structured Product (as the case may be) which reference shall include any modification, revision or extension to its initial date of maturity, as specified in the Confirmation and/or the Term Sheet and/or Product Summary and this Agreement (as the case may be);

**"Nominal Value"** means the nominal value of a Structured Product, as specified in the Confirmation and/or the Term Sheet and/or Product Summary and this Agreement;

**"OCBC Group"** means the Bank and any "subsidiary" and/or "related corporation" of the Bank as defined in the Companies Act 2016;

**"Option"** means in relation to negotiable instruments of deposit and Structured Products, any option(s) or other right(s) of any nature in favour of the Bank in connection with a negotiable instrument of deposit or Structured Product (as the case may be), as specified in the Confirmation and/or the Term Sheet and/or Product Summary and this Agreement (as the case may be);

**"Parties"** means the Bank and the Customer, and "Party" means either of them;

**"Permitted Currency"** means such currencies as may be designated by the Bank from time to time for any transaction or Contract;

**"Permitted Purposes"** shall have the meaning set out in Clause 4.11 of Part A of this Agreement;

**"Person"** refers to any individual(s), corporation(s), partnership(s), body(ies) corporate or unincorporate, or other entity;

**"Personal Data"** refers to any data, whether true or not, about an individual who can be identified:

- (a) from that data; or
- (b) from that data and other information to which the Bank has or is likely to have access to, including data in its records as may be updated from time to time;

**"Principal Amount"** means:

- (a) in relation to negotiable instruments of deposit, the amount in the Base Currency as specified in or calculated in accordance with the Confirmation and/or the Term Sheet which is to be or has been placed by the Customer, and accepted by the Bank for a



negotiable instrument of deposit pursuant to the Terms and Conditions Governing negotiable instruments of deposit; and

- (b) in relation to Structured Products, the amount in the Base Currency as specified in or calculated in accordance with the Confirmation and/or the Term Sheet and/or Product Summary and this Agreement which is to be or has been paid or invested by the Customer, and accepted by the Bank for a Structured Product pursuant to the Terms and Conditions Governing Structured Products;

**"Products"** refers to the banking products offered by the Bank from time to time to the Customer on such terms and conditions as may be determined solely by the Bank;

**"Product Summary"** means the product summary issued by the Bank to the Customer in respect of a Structured Product;

**"Programme"** means any issuance programme as may be established by the Bank from time to time and as described in the relevant Base Prospectus;

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

**"Reference Financial Instrument"** includes any one or more currencies, foreign exchange forwards, equities, bonds, interest rate futures, index futures, commodities and any other money market or financial instruments, underlying or forms part of a negotiable instrument of deposit, as specified in the Confirmation and / or Term Sheet;

**"RENTAS"** means "Real Time Electronic Transfer of Funds and Securities", which is a real time electronic funds and securities transfer system maintained by BNM;

**"Ringgit Malaysia"** and **"RM"** means lawful currency of Malaysia

**"Risk Disclosure Statement"** means the risk disclosure statement setting out the risks associated with the Products;

**"Securities"** refers to:

- (a) stocks, shares, warrants and other equity securities including but not limited to redeemable or convertible securities together with all interest, dividends, bonuses and other rights and benefits from time to time attaching or accruing to the same;
- (b) bonds, notes, debentures, loan stocks and other debt instruments including but not limited to convertible;
- (c) debt instruments;



- (d) units in unit trusts and interests in other funds and collective investment schemes;
- (e) negotiable instruments, certificates of deposit and commercial paper;
- (f) currency and foreign exchange and spot contracts in respect thereof; and
- (g) all other transactions, contracts, investment products and instruments (including derivatives) of whatever nature which may be transacted in pursuant to this Agreement;

**"Security Document"** means any document (including any mortgage, debenture, charge, pledge, lien, assignment, guarantee, Facility Letter, Bank's standard form documents) from time to time executed to secure any indebtedness, liabilities or obligations of the Customer or any Security Provider to the Bank (including the Indebtedness);

**"Security Interest"** means a mortgage, charge, pledge, assignment, lien or other security interest or encumbrance securing any obligation of any person or any other agreement or arrangement having a similar effect;

**"Security Provider(s)"** refers to any person(s) (including guarantor(s)) who may from time to time provide any security, guarantee or otherwise assume the obligations of a surety or an indemnifier (or both) for any indebtedness, liabilities or obligations of the Customer to the Bank (including the Indebtedness);

**"Services"** means any and all products and services, from time to time, offered by the Bank to the Customer and any other products and services agreed from time to time between the Customer and the Bank (provided the Bank possesses the necessary licence(s) and authorisation(s) under applicable law to provide such products or perform such services, if any), on such terms and conditions as may be determined solely by the Bank;

**"Specific Risk Disclosure Statement"** means the risk disclosure statement(s) from time to time setting out the risks associated with a specific negotiable instrument of deposit or Structured Product (as the case may be);

**"Spot Date"** means the spot delivery day for the relevant Currency Pair as determined by the Bank;

**"Spot Price"** means the rate of exchange at the time at which such price is to be determined for foreign exchange transactions in the relevant Currency Pair for value on the Spot Date, as determined in good faith by the Bank;

**"Start Date"** means the date agreed between the Customer and the Bank as being the first Business Day on which a Structured Product shall commence, as specified in the Confirmation and/or the Term Sheet and/or Product Summary and this Agreement (as the case may be);



**"Strike Price"** means the strike price(s) of a negotiable instrument of deposit or Structured Product (as the case may be), as specified in the Confirmation and/or the Term Sheet and/or Product Summary and this Agreement (as the case may be); and

**"Structured Product"** means any investment product, including, without limitation, structured financial instruments, whether or not such investment product is referenced to the price(s), or value(s) of any one or more securities, commodities, currencies or financial instruments, or any other product issued by the Bank, which the Customer agrees to transact or invest with;

**"Taxes"** means any present or future tax (including without limitation, any value added tax, goods and services tax, consumption tax) levy, impost, duty, fee, deduction or withholding of any nature and by whatever name called, by and on whomsoever wherever imposed, levied, collected, assessed or withheld;

**"Term"** means, in relation to a negotiable instrument of deposit or a Structured Product (as the case may be), the period commencing on, and including, the Start Date and ending on, but excluding, the Maturity Date, as specified in or determined in accordance with the provisions of the Confirmation and/or the Term Sheet and/or Product Summary and this Agreement (as the case may be);

**"Term Sheet"** means the term sheet(s) issued by the Bank to the Customer in respect of a negotiable instrument of deposit or Structured Product (as the case may be);]

**"Transaction Date"** refers to the date of transaction;

**"Underlying Financial Instrument"** includes any one or more currencies, foreign exchange forwards, equities, bonds, interest rate futures, index futures, commodities and any other money market or financial instruments, underlying or forms part of a Structured Product, as specified in the Confirmation and the Term Sheet and/or Product Summary and this Agreement;

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

**"Unexpected holiday"** means a public holiday, which is not a "known public holiday".

**"Valuation Date"** means the valuation date of a negotiable instrument of deposit or a Structured Product (as the case may be), as specified in the Confirmation and/or the Term Sheet and/or Product Summary and this Agreement (as the case may be);

**"Value Date"** refers to:

- (a) in the case of deposits, the date the transaction is successfully completed by the Bank; and





- (b) in the case of foreign exchange transactions, the date specified by the Bank on which payment is due from the Customer to the Bank and vice-versa in respect of such foreign exchange transaction;

**"Valuation Time"** means the valuation time of a negotiable instrument of deposit, as specified in the Confirmation and/or the Term Sheet; and

**"Wealth Account"** means the account approved by the Bank at the request of the Customer who fulfils the criteria imposed by the Bank from time to time, a Wealth Account may be maintained and operated either in sole name (single person) or joint names (two or more persons, see definition for **"Joint Wealth Account"** above. Whenever the context allows, references to a Wealth Account shall be construed to include a Joint Wealth Account). Each Wealth Account may consist of one or more Wealth Portfolios.

**"Wealth Account Holder"** means the Customer who opens a Wealth Account with the Bank or **"Wealth Account Joint Holders"** in respect of two or more Customers who open a Joint Wealth Account with the Bank.

**"Wealth Portfolio"** means the wealth portfolio(s) maintained within the Customer's Wealth Account. Each Wealth Portfolio comprises one MCCA, one MCTD, investment products and where applicable, such Facility granted by the Bank.

**"You"** and **"Customer"** refer to a person for whom a Wealth Account has been opened with the Bank and to whom the provisions of this Agreement shall apply, and **"your"** and **"yours"** shall be construed accordingly. In respect of a Wealth Account in joint names, references to **"you"** and **"Customer"** shall be construed as references to each Wealth Account Joint Holder.

- 11.2 Where the **"Customer"** consists of two or more persons, or if the Customer is a partnership or other unincorporated entity consisting of two or more persons, this Agreement shall be binding on their respective successors in title, executors and personal representatives, as the case may be, and the Customer's liabilities hereunder shall be joint and several.
- 11.3 The terms and conditions herein shall be binding on the Customer and the Customer's estate, personal representatives, trustee in bankruptcy, receiver, liquidator or other successor.
- 11.4 Unless the context otherwise requires or the contrary intention appears, any reference in this Agreement to:
- (a) an **"agreement"** includes any document or deed or arrangement and any other kind of commitment;
  - (b) the words **"other"** and **"including"** do not limit the generality of any preceding words and shall not be construed as being limited to the same class as the preceding words where a wider meaning is possible;



- (c) a "**right**" includes a power, a remedy, a privilege and a discretion;
- (d) a provision of law is a reference to that provision as amended or re-enacted; and
- (e) a word importing the plural includes the singular and vice versa, and a word importing a gender includes every gender.

11.5 The headings in this Agreement are inserted for convenience only and shall not affect the construction of this Agreement.

## **12 Availability of Services, Relationship and Form of Account**

- 12.1 Services that the Customer requests for may be made available to the Customer after completion and signing of such forms and documents as may be required by the Bank, subject to Bank's approval. The availability and/or continued availability of any Service shall be subject to the Bank's consent, in its sole discretion, and to the fulfilment by the Customer of such conditions as the Bank may require. The Bank reserves the right to, at any time and from time to time, cancel, withdraw, suspend, vary, change, add to or supplement any one or more of the Services.
- 12.2 Subject to the paragraph immediately below, the Customer agrees that in providing the Services under this Agreement, the Bank is performing an administrative function for the Customer and is acting solely as a service provider of such Services under this Agreement and not in any way as a trustee, or fiduciary or adviser for or of the Customer with respect to the Services under or in connection with this Agreement, even if the Bank or one of its affiliates separately acts in a fiduciary capacity. For the avoidance of doubt and as an independent stipulation, the Customer and the Bank agree that nothing arising out of or in connection with this Agreement or performance thereof shall impose or give rise to any trust or fiduciary or similar duty on the Bank in performing its Services under or in connection with this Agreement.
- 12.3 The Customer agrees that the Bank shall not be a trustee in respect of any Services unless the Bank agrees in writing to be a trustee or is required by law to be a trustee. If and to the extent that the Bank agrees to act as or is held to be a trustee in relation to any property, assets, rights or any other matter under and in connection with this Agreement, that (a) the Bank shall only be a bare trustee; (b) the Bank shall only have such duties and obligations as are applicable to bare trustees; and (c) any such duties and obligations as bare trustee shall always be subject to the limitations and any provisions or rights protective of the Bank under and in connection with this Agreement.
- 12.4 The Customer further agrees that subject to any duties or obligations imposed by mandatory applicable law which the Bank cannot derogate from, the Bank owes no other duties or



obligations to the Customer save as expressly set out herein and that no implied duties or obligations shall be imposed on the Bank under or by reason of this Agreement.

**12.5 Death and Mental Incapacity.** Your executor or administrator, lawfully appointed representative shall be the only persons recognised by the Bank as your successor in the event of your death or mental incapacity (as the case may be). Upon notice of your death or mental incapacity, the Bank shall be entitled to freeze the Wealth Account and all Wealth Portfolio(s) under the Wealth Account (including all the MCCA(s), MCTD(s) and investment products) until such time your executor or administrator or lawfully appointed representative produces a grant of probate or letters of administration or court order (as the case may be) to the Bank's satisfaction.

**12.6 Joint Wealth Account.**

- (a) Wealth Account Holder(s) and the signing authority are determined at the Wealth Account level. When a Joint Wealth Account is opened in the names of 2 or more Wealth Account Joint Holders, all Wealth Portfolios under the Joint Wealth Account shall be maintained and operated by the same Wealth Account Joint Holders with the same signing authority, including the respective sets of Multi Currency Current Account (MCCA), Multi Currency Term Deposit (MCTD) and investment products under or within the Wealth Portfolios. For Facility granted under a Wealth Portfolio, this is governed under sub-clause 2.6(e) below.
- (b) Where the Joint Wealth Account is operated with a single signing authority, Instructions from any one of the Wealth Account Joint Holders will be accepted by the Bank and such Instructions will be binding on the other Wealth Account Joint Holders.
- (c) If, prior to acting on Instructions received from one Wealth Account Joint Holder, the Bank receives contradictory instructions from another Wealth Account Joint Holder, the Bank may choose to act thereafter only on the mandate of all the Wealth Account Joint Holders of the Joint Wealth Account notwithstanding the Joint Wealth Account requires single signing authority.
- (d) Where the Joint Wealth Account is operated with joint signing authority, the Bank will only accept oral instructions either:
  - (i) where all parties with signing authority are providing such oral instructions together; or
  - (ii) where, pursuant to separate telephone calls between the Bank and each party with signing authority, each such party with signing authority provides oral instructions that are consistent with the oral instructions provided by all other parties with signing authority.



Any written instructions may be given by the Wealth Account Joint Holders in one or more counterparts, all of which when taken together shall constitute one and the same document.

- (e) If the Wealth Account Joint Holders apply for any Facility from the Bank and if the Bank approves and grants Facility to the Wealth Account Joint Holders :
  - (i) the application form(s) for the Facility, the Facility Letter(s), Financing Documents and Security Documents shall be signed by all Wealth Account Joint Holders regardless of the signing authority of the Joint Wealth Account; and
  - (ii) without prejudice to the preceding clause, for purposes of the operation of the Facility granted by the Bank, the Bank shall be entitled to act on the signing authority for the Joint Wealth Account and the preceding sub-clauses 2.6(b), (c) and (d) shall apply. All Wealth Account Joint Holders agree to comply with the Bank's standard practices and requirements in relation to the operation of the Facility.
- (f) Subject always to sub-clause 2.6(h) below, upon notice of the death of any one of the Wealth Account Joint Holders:
  - (i) The Bank shall be entitled to pay:
    - (i)(a) the credit balances in the Multi Currency Current Account or MCCA;
    - (i)(b) the deposits in the Multi Currency Term Deposit or MCTD; and
    - (i)(c) the proceeds from the investment products,in all the Wealth Portfolios within the Joint Wealth Account to the survivor and if more than one survivor, in their joint names provided that prior to such payment, the indebtedness of any of the Wealth Account Joint Holders to the Bank shall first be set-off from the amount payable, upon given 7 calendar days' notice to the survivor(s). Payment as aforesaid by the Bank to the survivor(s) shall constitute a valid, full and effectual discharge and release of the Bank's obligations to any and all of the Wealth Account Joint Holders. The Bank may permit the survivor(s) to continue to operate the Joint Wealth Account subject to such conditions as may be imposed by the Bank.
  - (ii) The Bank shall be entitled to freeze the Wealth Account (including Instructions given by the deceased Wealth Account Joint Holder and/or the other Wealth Account Joint Holder in respect of the Wealth Account before the Bank received the notice of the demise of the deceased Wealth Account Joint Holder) and to retain the credit balances in the MCCA(s) and where applicable, MCTD(s), under



the Joint Wealth Account until such time the deceased Wealth Account Joint Holder's executor or administrator produces a grant of probate or letters of administration to the Bank's satisfaction.

- (iii) The estate of the deceased Wealth Account Joint Holder, the executor or administrator for the deceased, together with the surviving Wealth Account Joint Holders, undertake to indemnify the Bank and to keep the Bank indemnified against all claims, costs, expenses, losses and damages, including those arising from the following, whichever applicable : (iii)(a) the payment of the credit balance in the Account(s) under the Joint Wealth Account to the survivor(s) in the manner stated as aforesaid; (iii)(b) the freezing of the Joint Wealth Account and the retention of the credit balance in the Account(s) under the Joint Wealth Account in the manner stated as aforesaid; (iii)(c) the Bank accepting and executing any Instruction of the executor or administrator or any Instruction of the surviving Wealth Account Joint Holder(s) in the manner stated as aforesaid; (iii)(d) any dispute between any of the Wealth Account Joint Holder(s) and any executor, administrator or personal representative of the deceased Wealth Account Joint Holder.
- (iv) The Bank shall be entitled to debit from the MCCA(s) and where applicable, the MCTD(s), under the Joint Wealth Account such claims, costs, expenses, losses and damages reasonably incurred.
- (g) Subject always to sub-clause 2.6(h) below, in the event any one of the Wealth Account Joint Holders becomes mentally incapacitated :
  - (i) The Bank shall be entitled to freeze the use or availability of the Wealth Account by the mentally incapacitated Wealth Account Joint Holder, and to allow the other Wealth Account Joint Holder(s) to continue operating the Joint Wealth Account on a single signing authority basis, in each case, without being liable to any Wealth Account Joint Holder, including the mentally incapacitated Wealth Account Joint Holder and his/her lawfully appointed representative. The instructions from the other Wealth Account Joint Holder(s) shall be binding on the mentally incapacitated Wealth Account Joint Holder and his lawfully appointed representative. If the Bank receives contradictory Instructions from the said lawfully appointed representative, the Bank may choose to act only on the mandate of both the other Wealth Account Joint Holder(s) and the lawfully appointed representative of the mentally incapacitated Wealth Account Joint Holder.
  - (i) The Bank shall further be entitled to continue to execute any Instructions given by the mentally incapacitated Wealth Account Joint Holder and/or the other Wealth

Account Joint Holder(s) in respect of the Joint Wealth Account before the Bank receives notice of the mentally incapacitated Wealth Account Joint Holder's mental incapacity, without being liable to any Wealth Account Joint Holder, including the mentally incapacitated Wealth Account Joint Holder and his lawfully appointed representative. The said Instructions from the mentally incapacitated Wealth Account Joint Holder shall be binding on the other Wealth Account Joint Holder(s), the mentally incapacitated Wealth Account Joint Holder and his lawfully appointed representative. If the Bank receives contradictory Instructions from the said lawfully appointed representative of the mentally incapacitated Wealth Account Joint Holder(s) and/or the other Wealth Account Joint Holder(s), the Bank may choose to act only on the mandate of both the other Wealth Account Joint Holder(s) and the lawfully appointed representative of the mentally incapacitated Wealth Account Joint Holder.

- (iii) Upon notice of the mental incapacity of any one of the Wealth Account Joint Holders, the Bank shall be entitled to freeze the Joint Wealth Account (including Instructions given by the mentally incapacitated Wealth Account Joint Holder and/or the other Wealth Account Joint Holder in respect of the Joint Wealth Account before the Bank received the notice of the Wealth Account Joint Holder's mental incapacity) and to retain the credit balances in the MCCA(s) and where applicable, MCTD(s), under the Joint Wealth Account until such time the Wealth Account Joint Holder's lawfully appointed representative produces a court order to the Bank's satisfaction.
- (iv) The estate of the mentally incapacitated Wealth Account Joint Holder, his lawfully appointed representative, together with the other Wealth Account Joint Holders, undertake to indemnify the Bank and to keep the Bank indemnified against all claims, costs, expenses, losses and damages, including those arising from the following, whichever applicable : (iv)(a) the payment of the credit balance in the Account(s) under the Joint Wealth Account to the other Wealth Account Joint Holder(s) in the manner stated as aforesaid; (iv)(b) the freezing of the Joint Wealth Account and the retention of the credit balance in the Account(s) under the Joint Wealth Account in the manner stated as aforesaid; (iv)(c) the Bank accepting and executing any Instruction of the lawfully appointed representative or any Instruction of the other Wealth Account Joint Holder(s) who is not mentally incapacitated in the manner stated as aforesaid; (iv)(d) any dispute between any of the Wealth Account Joint Holder(s) and the lawfully appointed representative of the mentally incapacitated Wealth Account Joint Holder.
- (v) The Bank shall be entitled to debit from the MCCA(s) and where applicable, the MCTD(s), under the Joint Wealth Account such claims, costs, expenses, losses and damages reasonably incurred.

- (h) The death or mental incapacity of any one of the Wealth Account Joint Holders constitutes an Event of Default and the Bank shall be entitled to take such actions in accordance with the terms and conditions in the Facility Letter, Financing Documents and Security Documents, including but not limited to cancel, recall and/or terminate the Facility and the enforcement of the Bank's rights over the Collateral.
- (i) All rights, liabilities and obligations of the Wealth Account Joint Holders in respect of a Joint Wealth Account shall be joint and several.
- (j) This Agreement is jointly and severally binding on each of the Wealth Account Joint Holders irrespective of any lack of validity or enforceability with regard to any other Wealth Account Joint Holder(s), and the Bank may release, agree or deal with any of the Wealth Account Joint Holders, without affecting the liability of others to the Bank.
- (k) No Wealth Account Joint Holder shall be entitled to enforce any rights or remedies in respect of the liabilities of any other Wealth Account Joint Holder until all liabilities to the Bank have been fully satisfied.

### **13 Segment Membership Criteria**

- 13.1 The Bank may, depending on the customer segment that the Customer qualifies, impose segment membership criteria and such other criteria as the Bank may from time to time determine.
- 13.2 The Bank reserves the right at any time and from time to time to change the Bank's officer assigned to serve the Customer upon adequate notice given to the Customer.
- 13.3 The Bank may at its discretion and after giving prior notice, at any time and from time to time redesignate the Customer from one customer segment to another. In the event that the Customer is redesignated from one customer segment to another, the terms and conditions applicable to the migrated Customer will be available on the Bank's website.
- 13.4 The Bank may terminate or cancel the segment membership services granted to the Customer upon occurrence of any Event of Default. The Customer may at any time terminate or cancel the segment membership services by giving prior written notice to the Bank.
- 13.5 Termination under this Agreement shall not discharge the Customer from his obligations and liabilities accrued prior to the date of such termination. Clause 21 below shall apply to termination of the segment membership and services.
- 13.6 A Customer who fulfils such criteria imposed by the Bank from time to time, including but not limited to segment membership criteria, may request and the Bank may approve a Wealth





Account to be opened, maintained and operated by the Customer as Wealth Account Holder subject to this Agreement. Any two or more Customers who fulfill such criteria imposed by the Bank from time to time, including but not limited to segment membership criteria, may request and the Bank may approve a Joint Wealth Account to be opened, maintained and operated by these Customers as Wealth Account Joint Holders subject to this Agreement. The Bank may decline a Joint Wealth Account to be opened if any one among the Customers who request to open the Joint Wealth Account does not fulfil all the segment membership criteria imposed by the Bank.

- 13.7 The Bank shall be entitled (but not obliged) after giving prior notice to terminate and close a Wealth Account or a Joint Wealth Account, if any Wealth Account Holder or Wealth Account Joint Holder ceases to fulfil any segment membership criteria imposed by the Bank from time to time. For avoidance of doubt, a Joint Wealth Account may be terminated and closed upon any one Wealth Account Joint Holder ceases to fulfil any segment membership criteria and notwithstanding that the other Wealth Account Joint Holder(s) continue(s) to fulfil all segment membership criteria. Clause 21 below shall apply to termination of Wealth Account, which includes a Joint Wealth Account.
- 13.8 In the event that the Customer is redesignated from one customer segment to another, the transfer of existing investment products, including but not limited to Units or Bonds, from or to the Wealth Account or Joint Wealth Account may require ten (10) Business Days to take effect, during which you may not be able to transact upon such investment products. You acknowledge that you have assessed the risk of not being able to transact upon such investment products within the 10 Business Days and you are willing to assume all loss and damage which you may sustain from this inability to transact.

## **14 Instructions, Communications or Orders**

- 14.1 All Instructions in respect of a Wealth Account or a Joint Wealth Account, as the case may be, must be given by you strictly in accordance with the authorisations or mandates for the time being in effect in respect of such Wealth Account or Joint Wealth Account, as the case may be (subject to clause 2.6 above for Joint Wealth Account). All such Instructions shall be given to the Bank in writing or in such other mode(s) and/or method(s) agreed by the Bank from time to time. Instructions to change mandate will be effected by the Bank at least three (3) Business Days (or any other reasonable time period set by the Bank and notified to you) after the receipt of the Instruction.
- 14.2 You must give the Instructions and other communications in a manner acceptable to the Bank from time to time. The Bank may rely upon and act on any of your instructions, whether given by telephone, post, e-mail (from the specified email address), mobile (from the specified mobile



number), facsimile transmissions or other electronic means ("Instructions"), provided that you shall comply with such procedures and requirements as the Bank may determine at its discretion. The Bank will only carry out Instructions in accordance with its established and regular business practices, procedures and policies and may decline any instructions without liability to you. The Bank has the absolute discretion not to act on any Instructions made/given by you.

- 14.3 All Instructions once received and processed by the Bank shall be binding on you and shall not be cancelled, withdrawn or amended notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in respect of the terms of such Instructions unless the Bank in its discretion agrees otherwise. All transactions carried out by the Bank acting on your Instructions shall be binding on you for all purposes.
- 14.4 All applications made by you shall be binding on you for all purposes, regardless of the mode of the application or circumstances prevailing or the nature of the transaction or arrangement or the amount of money involved and notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in respect of the terms of such Instructions or other communications. The Bank will act and shall be considered as being authorised to act on your Instructions communicated or purportedly communicated by you, as advised to the Bank from time to time. In relation to telephone communication, instructions or confirmation, the Bank may (but is not bound to) ask you questions in order to verify your identity. In relation to e-mail communication or instructions, the Bank will act and shall be considered as being authorised to act on any e-mail communication or instructions which from time to time be or purport to emanate from your internet e-mail address specified to the Bank ("specified e-mail address"). The Bank has the absolute discretion not to act on or rely on any e-mail communication or instructions that do not emanate from the specified e-mail address. In relation to mobile communication or instructions, the Bank will act and shall be considered as being authorised to act on any mobile communication or instructions which from time to time be or purport to emanate from your mobile number or user ID specified to the Bank ("specified mobile number"). The Bank has the absolute discretion not to act on or rely on any mobile communication or instructions that do not emanate from the specified mobile number.
- 14.5 You authorise the Bank to act on any Instructions (including any transfer, sale or other disposition of the funds or assets in your Wealth Account) made/given by you. The Bank shall not be obliged to inquire as to the purpose of any transfer of funds or assets so authorised by any such instructions or identity of any transferee.
- 14.6 You agree that the Bank shall not be responsible or liable to you in any manner whatsoever should the relevant forms submitted by you to the Bank be lost, destroyed or misplaced through no fault of the Bank or due to any force majeure event.



- 14.7 You acknowledge and agree that any incomplete, inaccurate or erroneous information may result in delays in the processing of each transaction and may in certain circumstances result in a rejection of the transaction, as determined by the Bank in its discretion.
- 14.8 The Bank may elect not to act on your Instructions where it results in the total amount of payments exceeding the credit balance in the Account(s) but if the Bank does so act, it may elect to execute such Instructions in whole or in part or in any order without reference to the time of receipt of your Instructions. The Bank accepts no responsibility, and the Bank will not be liable for any loss or damage, errors, delays or default, refusal or omission of any kind to make all or any of the payments or any such Instructions or because of insufficient funds in the Account(s). No notice will be sent if the Bank is unable to effect any payment due to insufficient funds.
- 14.9 Your specimen signatures and signing powers communicated to the Bank in writing shall remain in effect until such time as the Bank receives written revocation of the same from you. The Bank shall be entitled but not bound to undertake further verification of the signatures other than by comparing them with the specimen signatures on record with the Bank. You are aware that signatures on facsimile or telefaxed instructions may be superimposed fraudulently or without proper authority when transmitted to the Bank and you shall give the Bank facsimile or telefaxed instructions assuming such risks. In relation to e-mail communication or instructions, you further acknowledge that you are aware that e-mail communication or instructions are not secure and you will accept the risk of technical malfunction, unauthorised interference, misdelivery or delay of e-mail messages and computer viruses.
- 14.10 Where applicable, the Bank shall be entitled to not act on any Instructions in which your signature in the Bank's reasonable opinion, which opinion shall be final and conclusive, differs from the specimen signature(s) deposited with the Bank.
- 14.11 You agree and confirm to the Bank that the Wealth Account and all Products and Services shall be used strictly for personal, non-business purposes and/or transactions only (the "Permitted Purposes"). The Bank may refuse to act on any Instructions if such Instructions are inconsistent with the Permitted Purposes.
- 14.12 You shall accept full responsibility for all Instructions or communication made/given to the Bank or received by the Bank whether such Instructions were given by you or purported to be given by you without your knowledge or consent. You shall be liable to pay the Bank on demand any claims, proceedings, loss, damage and costs (including legal costs as between solicitor and own client) incurred by the Bank arising from acting on your Instructions or as a result of any act, omission or breach of any of the terms in this Agreement, save and except for loss caused directly by wilful default or gross negligence by the Bank. Your liabilities will survive the termination of the banker and customer relationship.
- 14.13 You undertake to comply with all the applicable Foreign Exchange Notices and regulations at all times for all transactions performed within your Wealth Account. The Bank may refuse to act



on any Instruction if such Instructions are inconsistent with or will breach or contravene any applicable law, rule or other regulatory requirement.

- 14.14 If there is any ambiguity or inconsistency or conflict in the Instructions (including, without limitation, inconsistent, overlapping and/or unclear Instructions), the Bank may choose not to act upon them unless and until the ambiguity or conflict has been resolved to the Bank's satisfaction or the Bank may choose to act only on the Instructions of all the authorised signatories notwithstanding that any relevant existing mandate or instructions require otherwise.
- 14.15 Notwithstanding the terms of any mandate or future mandate or other agreement or course of dealing between the Bank and you, the Bank is requested and authorised to rely and act on any Instruction, which it in good faith believes to have been given by you without inquiry on the Bank's part as to the authority or identity of the person giving or purporting to give such Instructions. The Instructions received by the Bank and purporting to have been sent by you and/or any photocopy of same shall be conclusive evidence in any legal proceedings of the Instructions given by you. The transactions executed pursuant to such Instruction or other communication shall accordingly be binding on you.
- 14.16 In addition, the Bank shall be entitled, but not obliged, to perform a call back to your registered telephone number with the Bank to confirm any Instructions received by the Bank. If the Bank is unable to successfully perform the call back, the Bank may elect not to act on the Instructions received. The Bank shall not be responsible for any loss, liability or expense arising out of so refraining to act. The Bank may at any time refrain from acting promptly upon any communication or instructions made/given or purportedly made/given by you in order to verify the authenticity thereof without incurring any responsibility for loss, liability or expense arising out of so refraining to act.
- 14.17 The Bank may make audio or video records of any and all conversations and instructions, whether made or conducted in person or through such media availed by the Bank from time to time as means or channels of communication with the customers, and the Bank may use such recordings and transcripts as evidence in any dispute. You consent to the recording of all conversations and accept the Bank's records as conclusive and binding for all purposes.
- 14.18 To the fullest extent permitted by the laws and regulations, the Bank shall not be liable for any losses, damages, expenses, claims or liabilities suffered by you as a result of:
- (g) the Bank acting upon any of your Instructions given to the Bank over the telephone or mobile application or e-mail or by facsimile notwithstanding that it is subsequently shown that such communication or instruction was not given by you;



- (h) the Bank acting upon facsimile or telefaxed instructions so long as the signatures appearing on any such facsimile or telefaxed instructions appear on verification to be or purport to be in accordance with your specimen signature;
- (i) any misunderstanding, error or loss resulting from communications or instructions made/ given by unauthorised persons or any error, loss or delay resulting from the use of the post, facsimile, telefax, computer, mobile application or telephone system;
- (j) the Bank not acting on any e-mail communication or instructions which do not emanate from the specified e-mail address;
- (k) any error, misunderstanding or lack of clarity in terms of any e-mail or telephone or mobile instructions or communication that the Bank has carried out or acted on (for the avoidance of doubt, this Clause does not in any way whatsoever obligate the Bank to act on any e-mail instructions or communication which relates to financial matters); and
- (l) any malfunction of the facsimile or telefax machines, mobile application, computer or telephone systems and machines or any discrepancies or errors in the figures or instructions or messages.

4.19 The Bank shall not be bound to act on any instructions or communication whether by facsimile, telefax, e-mail, telephone or otherwise, when there is insufficient funds in any of the Customer's Account(s) or if any applicable limit is exceeded or when any conditions relevant to such drawing has not been fulfilled or fully complied with or if the Bank is prevented by law or any attachment or court order or restraint or has other lawful reason from complying with any instructions or communication whether by facsimile, telefax, e-mail, telephone or otherwise made/given or purported to be made/given by the Customer or the Customer's authorised persons or where such instructions or communication whether by facsimile, telefax, e-mail, telephone or otherwise are vague, unclear or incomplete.

4.20 The Bank shall not be liable to the Customer for acting upon any instructions communicated or purportedly communicated by the Customer to the Bank over the telephone or in writing and signed or purportedly signed by the Customer, or given or transmitted, or purportedly given or transmitted, by such means allowed by or acceptable to the Bank from time to time, notwithstanding that it is subsequently shown that such instruction was not given by the Customer. The Customer accepts the risks of misunderstanding, error or loss resulting from instructions given by unauthorised persons or by the use of any means of communications, for which the Bank shall not be liable.



## 15 Consent to Disclosure of Information

- 15.1 Subject to your express instruction (if any) restricting disclosure, your 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 you to disclose.
- 15.2 Without limiting Clause 5.1, you expressly consent to the disclosure of the Information to the parties and for the purposes set out in the table below:

	<b>Parties to whom information can be disclosed</b>	<b>Purposes/Circumstances for disclosure of information</b>
(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;	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 both within and outside Malaysia, with or through whom any of the Services are processed or carried out, including but not limited to Malaysian Electronic Clearing Corporation Sdn Bhd (MyClear), Payments Network Malaysia	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 of the Services.



	Sdn Bhd (PayNet), Society for Worldwide Interbank Financial Telecommunication (SWIFT), Visa International, MasterCard International, any merchants;	
(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 or representative; and	For management of the Customer's affairs.
(i)	The assignees or acquirers, potential assignees or acquirers and successors-in-title of the Bank.	For reorganisation including disposal of the whole or any part of the Bank's businesses.

15.3 You irrevocably consent to and authorise the Bank to conduct credit checks and verify information given by you 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). You irrevocably grant consent to the relevant credit reporting agency(ies) (as defined under the Credit Reporting Agencies Act, 2010) ("CRAs") with whom the Bank conducts credit checks to disclose your credit report / information to the Bank for the purpose of this Agreement and for the Bank's risk management and review. The Bank is hereby authorised but is under no obligation to convey your consent and the purpose of such disclosure to the relevant CRAs.

15.4 You:

- (a) consent to the Bank's disclosure of your personal data (limited to your name and contact details) to organisations within the 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. You may at any time withdraw your consent for direct marketing of such products or services by written request to the Bank; and
- (b) acknowledge having read the Bank's Privacy Policy posted at the Bank's website which notifies you (i) that the Bank may collect your personal data directly from you or from third party sources; (ii) of the purpose for which your personal data is collected; (iii) your right to access your personal data and correct it; (iv) of the class of third parties to whom





the Bank may disclose your personal data; (v) of the choices and means for limiting the processing of your personal data; (vi) whether the personal data requested is obligatory or voluntary, and if obligatory, the consequences for not providing such data; (vii) that you may update your personal data as soon as there are changes; and (viii) of the Bank's contact details if you wish to make inquiries or give feedback.

## **16 Statements and Confirmations**

- 16.1 The Bank will furnish you with statements of account ("Statement of Account") for such Products and Services at such intervals and frequencies in such forms (paper and/or electronic) and delivered by such means as the Bank may prescribe from time to time. For clarity, there may be such Products and Services for which no statement of account is issued as the Bank shall deem appropriate. All references to Statement of Account in this Agreement shall include both paper and electronic forms of the Statement of Account unless expressly excluded or unless the context specifically provides for paper or electronic Statement of Account. You shall promptly notify the Bank if you do not receive any Statement of Account at the time when such Statement of Account is ordinarily issued by the Bank, failing which the Bank shall be entitled to proceed on the basis that you have received the Statement of Account in due course.
- 16.2 You agree to verify the correctness of all details contained in each Statement of Account and to notify the Bank in writing (or by any other means permitted by the Bank) within fourteen (14) days (or such other period as may be determined by the Bank) from the date of such Statement of Account of any discrepancies, omissions and/or errors therein. Upon expiry of this period, the details in the Statement of Account shall be conclusive against you except as to alleged errors so notified but subject always to the Bank's right to correct any errors contained therein at any time notwithstanding such acceptance by you.
- 6.3 In addition, for the Accounts, the Bank may also make available for viewing through OCBC Online Banking, a record of the transactions performed in respect of the respective Accounts during a specified period ("Electronic Transaction History"), subject to the Agreement, and provided always that such Electronic Transaction History is provided for convenience only and shall not serve as a Statement of Account. In the event of any inconsistency between any Electronic Transaction History and a Statement of Account, the Statement of Account shall prevail.
- 16.3 In the case of Products and/or Services, to the extent the Bank deems necessary, the Bank will issue Confirmations to you after the execution of each Instruction and (where applicable) such other statements of Contracts carried out and outstanding in relation to the Agreement from time to time at such intervals as the Bank may deem necessary.



- 16.4 You shall examine all entries in all Confirmations and (where applicable) statements of Contracts that the Bank may send to you, report promptly to the Bank any error(s) and/or omission(s) therein, return any Confirmation slip duly signed and notify the Bank should you not receive any Confirmations and (where applicable) statements of Contracts that should, in the ordinary course of events have been received by you .
- 16.5 You further agree that the Bank shall have the right to make adjustments at any time and/or from time to time to the Confirmations and (where applicable) statements of Contracts if there are any error(s) and/or omission(s) therein. You agree that if you do not object in writing to the contents in the Confirmations and (where applicable) statements of Contracts within the stipulated period stated on the Confirmations and (where applicable) statements of Contracts and in any case not later than seven (7) days from the date of the Confirmations and (where applicable) statements of Contracts, you shall be taken to have accepted the accuracy of the Confirmations and (where applicable) statements of Contracts and you shall be estopped from disputing the truth and accuracy of the Confirmations and (where applicable) statements of Contracts. All Confirmations and (where applicable) statements of Contracts shall be final, conclusive and be binding on you, in the absence of manifest error.

## **17 Electronic Statements**

- 17.1 You agree to accept such electronic statement(s) facility which may at any time and from time to time availed by the Bank for such Products and Services at such intervals and frequencies and by such means of delivery as the Bank may decide at its absolute discretion. Further the Bank has the discretion from time to time to modify, restrict, withdraw, cancel, suspend, terminate or discontinue your use of the electronic statement(s) facility and you understand that by using the electronic statement(s) facility after any modification or change has been effected, you are taken to have agreed to such modification or change.
- 17.2 The Bank reserves the right to impose such fees and charges for the use of the electronic statement(s) facility with your prior consent.
- 17.3 You agree that the availability of the electronic form of your respective Statements of Account on the corresponding statement dates (as determined by the Bank) shall be taken as the date of delivery of the Statements to you.
- 17.4 You agree that your use of the electronic statement(s) facility is to be in such manner as may be prescribed by the Bank from time to time. Electronic statements may be delivered to you through OCBC Online Banking, e-mail or such other means as the Bank may determine at its sole discretion and notified to you :



- (a) your statements may be availed through OCBC Online Banking, which is further subject to the terms and conditions governing OCBC Online Banking Services;
- (b) your statements may be delivered as attachments to your last known e-mail address registered with the Bank.

You represent, warrant and covenant that you have provided to the Bank your e-mail address of which you are the registered or authorised user, or such other information requested by the Bank to ensure and facilitate the Bank's delivery of the electronic statements including electronic Statements of Account, Confirmations and (where applicable) statements of Contracts to you. You understand that if you do not provide the required information, or if there is any inaccuracy in the information provided to the Bank or if the information is outdated, these may result in failure to deliver the electronic statements to you and/or delivery of the electronic statements to an unauthorized third party, at your risk and detriment and for which the Bank shall assume no responsibility.

- 17.5 You agree that it is your sole responsibility to update the Bank should there be any change of your information such as changes in your e-mail address, in order to ensure that the electronic statements shall continue to be delivered to you in a timely manner. The Bank shall be entitled to act on your last known information in the Bank's records on the basis that such information remains correct, complete and updated, if you have not taken steps to update your information with the Bank through such channels availed and subject to such processes imposed by the Bank for updating and changing your information.
- 17.6 The Bank shall have absolute discretion to deliver (a) both paper and electronic statements or (b) only paper statements or (c) only electronic statements, in respect of any or all Products and Services. Therefore, you shall ensure at all times that your information including your mailing address, your e-mail address and where applicable, your mobile phone number, in the Bank's records are accurate, complete and updated to ensure that you receive the statements in a timely manner. You may request for the Bank to change the mode of delivery of your statements which differ from the existing mode availed by the Bank. The Bank may but is not obliged to accept your request. If the Bank accepts your request, the Bank may impose such terms and conditions and impose such fees and charges.
- 17.7 You agree that the Bank shall have discharged its obligation to deliver the electronic statements to you, based on the Bank's records that the electronic statements have been despatched electronically.
- 17.8 The Bank shall prior to cancelling your use of the electronic statement(s) facility, give notice of such cancellation through such means considered appropriate by the Bank to your last known information in the Bank's records. Such notice is not given if you request to cancel the use of the electronic statement(s) facility and the Bank is giving effect to your request.



- 17.9 You agree that the Bank shall not be liable if you are unable to gain access to your electronic statements, due to maintenance of any systems or any corruption, failure or breakdown in any computer, telecommunication, electrical or network or other causes beyond the Bank's control.
- 17.10 You acknowledge that where the electronic form of your Statement(s) is sent to your registered e-mail address, the Statement(s) will be in the form of attachment(s) to the e-mail and you may gain access to such Statement(s) upon the correct input of any password, which the Bank will notify you through such means as the Bank may determine in the Bank's sole discretion. You agree that you are responsible for keeping the password confidential and you will not reveal the password to any party and will take all necessary steps to prevent disclosure of the password to any party. In the event that the password is disclosed to or discovered by any party, you shall immediately change the password. You further agree that you will be solely responsible and liable for all losses and consequences arising from or in connection with any of your failure to comply with any of the foregoing.
- 17.11 You acknowledge and agree that in the event you make a successful application for a new Product with electronic statement(s) facility, the Bank may at its sole discretion determine and, you agree that the Bank may, deliver to your registered e-mail address, the statements for all your other accounts for which the Bank determines the electronic statement(s) facility is applicable, including those for which you had previously requested only for access to your statement(s) through OCBC Online Banking and/or such other means of delivery.

## **8 Use of Electronic Services**

- 8.1 All Instructions and communications with the Bank through the use of channels such as OCBC Online Banking (which includes OCBC Internet Banking and OCBC Mobile Banking) and services provided, such as OCBC RM Chat, these shall continue to be governed by the applicable terms and conditions governing such channels. The Electronic Services will be available if you comply with the procedures and terms prescribed by the Bank on the access and use of such Electronic Services.
- 8.2 The availability of the Electronic Services shall also be subject to the hours, payment of any costs, fees, commissions and charges determined by the Bank from time to time. The Electronic Services may be varied, supplemented or withdrawn by the Bank at any time and from time to time.
- 8.3 You acknowledge that communication through the use of telephone or mobile phone or internet (e-mail) is not a secure means of communication. Third parties including but not limited to service and network providers may be able to gain access to communication transmitted from or to you. Unless expressly prohibited by mandatory laws and regulations, the Bank, its officers and employees shall not be liable to you for any loss or damage suffered



by you, directly or indirectly, as a result of the disclosure of any information transmitted via telephone or mobile phone or e-mail to or from you or the non-receipt of any such communication by the Bank or you, as the case may be, for any reason whatsoever, including but not limited to breakdown, malfunction or corruption of computer, terminal or communication lines or link or equipment whether or not belonging to the Bank.

#### 8.4 Your Responsibilities as the Customer

- (d) You shall maintain security of the Electronic Services and the security codes (which include but are not limited to username, password, PIN and other credentials) by:
  - (vi) keeping the security codes private and confidential at all times and not disclosing the security codes to anyone (this includes not disclosing your information and security codes to any officer of the Bank or via unsolicited e-mails or any websites other than official secured website of the Bank) and by monitoring and ensuring that the use or access to the Electronic Services is performed through the equipment or device under your control;
  - (vii) promptly notifying the Bank at the contact numbers provided by the Bank if you know or suspect or believe that any equipment or device is lost or stolen or compromised; or that the confidentiality of the security codes is disclosed, misplaced, compromised, lost or stolen. Oral notice shall be followed within 24 hours by written notice supported by a copy of the police report as required by the Bank;
  - (viii) ensuring that the authorised user understands and complies with the terms and conditions for the use of the security codes and the Electronic Services and notifying the Bank immediately if an authorised user is no longer authorised to use the Electronic Services;
  - (ix) where telephones with key press password recorders or other similar devices are installed, by deleting the numbers relating to the transactions after the instructions have been issued; and
  - (x) by reading and understanding the user guide, if any and where applicable, for the Electronic Services before attempting to use the Electronic Services.
- (e) You understand that failure to comply with any of the above may expose you to theft and/or unauthorized use of the security codes or the Electronic Services, and may result in funds being transferred out of your Account(s) to unauthorized third party(ies), for which the Bank will not be liable.



- (f) You shall be liable to the Bank for unauthorized transactions through the Electronic Services, if you have:
- (i) acted fraudulently; or
  - (ii) failed to carry out the obligations imposed in clause 8.4(a) above to maintain security of the Electronic Services, security codes, equipment and device; or
  - (iii) delayed in notifying the Bank as soon as reasonably practicable after having discovered the loss or unauthorized use of any security codes, Electronic Services, your equipment or device; or
  - (iv) voluntarily disclosed any security codes to any person; or
  - (v) recorded the security code on the equipment, device or anything which may have enabled or facilitated or contributed to the unauthorized use of the Electronic Services. You are not liable for losses resulting from unauthorised transaction occurring after you had notified the Bank in accordance with these terms and conditions that your security codes or Electronic Services has been lost, misused, stolen, compromised or breached.

#### 8.5 Liability

- (c) The Bank shall not be responsible for any damages, losses, costs and expenses (whether direct or indirect, whether foreseeable or not and whether the Bank has notice or not) which you may suffer or incur arising out of or in relation to:
- (vii) your misuse or failure to correctly use the security codes or the Electronic Services or any software/hardware/equipment required for the Electronic Services;
  - (viii) your failure to follow the updated instructions, guidelines and procedures for using, accessing, applying for, purchasing, selling any products and/or services via the Electronic Services;
  - (ix) all disputes arising from transactions on products and/or services or facilities of or with any third parties effected via the Electronic Services;
  - (x) malfunction, defect or failure of any network, terminal or any data processing system, computer or telecommunications system (collectively, "Systems"), whether any of the foregoing belong to or are operated by the Bank, unless the malfunction, defect or failure is attributable to the Bank's negligence;
  - (xi) other circumstances beyond the control of the Bank or any bank, financial or any person or any organization involved in the Systems; and



- (xii) any delay in payment which is not caused by the gross negligence of the Bank, including but not limited to non-delivery or wrong delivery of any material or notice or products, goods or services of any persons, including the Bank.
- (d) The Bank will take reasonable efforts to rectify any defect, malfunction or failure of any of the Systems under the Bank's control in order to restore the affected Electronic Services to mitigate the adverse consequence arising from such defect, malfunction or failure.

## 8.6 Dispute Resolution

- (c) Upon receipt of any complaints from you, the Bank will revert to you within 14 days (or such other period as the Bank may inform you of) from date of receipt. Where the Bank is unable to revert within 14 days, the Bank will notify you in writing of the need for an extension of time to reply. You can appeal to the senior management of the Bank or to the Ombudsman for Financial Services or Securities Industry Dispute Resolution Center (SIDREC) where applicable, if you are still not satisfied with the outcome of the complaint. The complaint letter must be sent to the following address or you may call the number below or such other address or contact numbers as the Bank may notify you:

For consumer banking customers:

Service Transformation Department,  
OCBC Bank (Malaysia) Berhad,  
Menara OCBC,  
No. 18, Jalan Tun Perak,  
50050 Kuala Lumpur, Malaysia.  
Telephone No: 03-8317 5000

- (d) You will be required to furnish certain requisite particulars about your dispute, including but not limited to your name, the affected Wealth Account and Wealth Portfolio, date of the disputed transaction, amount of the disputed transaction and reason why you believe that it is a disputed transaction. All disputes will be investigated by the Bank. Upon conclusion of the investigation, the Bank may credit to or debit from the relevant Account(s) or make the necessary adjustments of the amount owing or payable between the Bank and you and reflect in the following month's statement or record. If payment had been made on any dispute which is subsequently found to be false, the payment must be refunded to the Bank and all expenses incurred in the investigation and in recovering the payment shall be borne by the maker of the false dispute. In addition, police report will be lodged against all false disputes.





## 18 Notices/Communications

- 18.1 All notices or other communications to the Bank under or in connection with this Agreement shall be given in writing (by mail or facsimile) and sent to the branch where the Wealth Account (or Joint Wealth Account) is maintained or in such other manner as may be notified by the Bank to you from time to time. Such notices and communications are given by you to the Bank when the notification or communication is received by the Bank.
- 18.2 Any statement, advice, confirmation, notice, demand and all other correspondence by the Bank under the Agreement (including but not limited to any writ of summons or other originating process relating to or by which any legal proceedings against you are commenced by the Bank) ("Correspondence") shall be served on you:
- (e) by sending (by post or courier) to you at your last address registered with the Bank; or
  - (f) by telex or facsimile addressed in any such manner as aforesaid to your telex or facsimile address last registered with the Bank; or
  - (g) by notification in the mass media, posting the notice in the Bank's branches, inserting the notice into the statement of account, electronic transmission (including via e-mails, mobile phones, other devices or the internet) or by posting at the Bank's website or at the ATM or other terminals of the Bank; or
  - (h) through other means of communication (including without limitation, our website, branch notices and other electronic media)
- as the Bank may determine in its sole discretion.
- 18.3 The Correspondence shall be taken as delivered: (a) on the day it was delivered personally or transmitted by telex or facsimile; (b) if sent by post or courier, on the day following posting; or (c) on the day of publication or broadcast.
- 18.4 In the case of Joint Wealth Accounts, any Correspondence served in accordance herewith on one of the Wealth Account Joint Holders shall be taken as validly served on all of the Wealth Account Joint Holders.
- 18.5 The Bank shall not in any circumstances, be responsible or liable to you for events that occur after any Correspondence is sent or during delivery, transmission or despatch, including without limitation, delay, interception or loss of Correspondence or disclosure to third party when the Correspondence is in transit.
- 18.6 The Bank may communicate with you via e-mail at your request. When you provide the Bank with an e-mail address, the Bank shall be entitled but not obliged to treat such act of providing the e-mail address as your request for the Bank to communicate with you via e-mail. Once the



Bank registers the e-mail address, you agree that the Bank shall be entitled but not obliged to send any and all Correspondence in respect of any and all of the Products and Services under your Wealth Account or Joint Wealth Account to such registered e-mail address.

- 18.7 You further agree and accept that service of any documents (including writ of summons or other originating process) in accordance with this clause 9, shall be good and valid service on you. In addition to these methods of service referenced herein, the Bank may serve any documents on you in any other method permitted by law.

## **10 Costs, Fees and Charges**

- 19.1 The Bank may (a) debit the Account(s) with the full amount of or (b) demand that you pay to the Bank in such manner as the Bank may impose and stipulate from time to time (as the case may be) any charges, commissions, stamp duty, fees or any other costs and expenses, interest, withholding or other taxes and penalties (including without limitation legal fees on a full indemnity basis and stamp fees) payable by you to the Bank in respect of :

- (f) any Products and/or Services;
- (g) any liability of any nature arising in respect of the Wealth Account or otherwise;
- (h) any overdrawn sums on the Account(s);
- (i) the performance, protection, preservation or enforcement of the Bank's rights under the Agreement; or
- (j) any goods and services tax or other taxes or levies now or hereafter imposed by law, both within or outside Malaysia 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.

- 19.2 The fees and charges are available from the Bank's branches, website or any other delivery channel of the Bank. The Bank may vary such fees and charges with prior notice. You may continue to operate the Wealth Account and the applicable Account(s), Products and Services or make use of the same only if you agree with such revised rate of charges or fees without reservation.

- 19.3 A charge at the amount stated in the Bank's fees and charges guide will be levied if the Wealth Portfolio remain inactive for such duration as the Bank may prescribe from time to time or if you close your Wealth Account within such time period as the Bank may prescribe from time to time.



- 19.4 In the case of unit trust investment services, you acknowledge that fund management companies 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 you or other dealings in respect of or relating to the Funds or Units. You agree that the Bank may retain such commission, discounts, fees or otherwise received by the Bank for its benefit and without any obligation to account to you.

## **20 Payments**

- 20.1 You agree to pay to the Bank on demand all monies and charges together with interest on such monies from the date on which such monies become due to the date of payment in the currency in which they are due in immediately available and freely transferable cleared funds and at such rate which the Bank shall determine from time to time.
- 20.2 All such monies and charges shall be payable by you in immediately available and freely transferable cleared funds in full without any set-off or counterclaim or any restriction or condition, and free and clear of and without deduction for present or future taxes (including without limitation stamp duty or other taxes), levies, charges or withholdings, and all liabilities with respect thereto. If any deduction or withholding is required for or on account of any Taxes, you shall pay such additional amount as is necessary to ensure that the Bank receive the full amount which the Bank would otherwise have received had no such deduction or withholding been required. You shall further pay the full amount of such deduction to the relevant taxation authority in accordance with any applicable law.
- 20.3 If the Bank is obliged by law to deduct or withhold any sum from any payment to you, you authorise the Bank to effect such withholding and to pay the net sum over to you or to place such sum in the Account(s).
- 20.4 All monies and charges payable by you are exclusive of any Taxes (whether imposed in Malaysia or other jurisdiction) which shall, where applicable, be paid by you in addition to any sums otherwise payable, at the rate in force at the due date for payment.
- 20.5 You shall pay in full to the appropriate taxing authority all Taxes, levies or charges imposed by law in any jurisdiction or the Bank with regard to the facilities and promptly deliver to the Bank the original or certified copy of each receipt evidencing such payment.
- 20.6 You shall complete such forms and documentation as may be required from time to time by the Bank for the purpose of conferring upon the Bank the benefit of any applicable tax treaties or provisions under any applicable law or for any other purposes in connection therewith.



- 20.7 Where applicable, the Bank may, at such reasonable rate as the Bank may determine, convert any payment received for the Account(s) in a currency different from that of such Account into the currency of that Account and you shall bear the cost of such conversion.
- 20.8 Each party shall make payment of the amounts or delivery of the assets in accordance with the Agreement. The Bank shall be under no legal obligation to pay the Customer any amount or deliver any asset under the Agreement until the Customer has delivered to the Bank any amount due and payable by him/her or any asset to be delivered by him/ her. Provided always that the Bank's obligation to pay any amount or to deliver any asset is subject to the condition precedent that no event which constitutes or which, with the passage of time would constitute an Event of Default, has occurred or is continuing, and such other condition precedent specified in the relevant Contract (if any).

## **21 Liability of the Bank**

- 21.1 To the fullest extent permitted by laws and regulations, neither the Bank nor any of its employees, nominees or agents shall be liable as a result of acting or omitting to act.
- 21.2 The Bank shall have no liability to the Customer for any indirect, incidental or inconsequential loss or damages (including loss of profit, business or goodwill) even if advised of the possibility of such loss or damages.
- 21.3 Without limiting the generality of the foregoing and to the fullest extent permitted by laws and regulations, the Bank shall not be responsible or liable for any expense, loss, damage, liability or other consequences suffered or incurred by you :
- (a) for acting or omitting to act in good faith on your Instructions;
  - (b) if for any reason beyond the Bank's control (including, without limitation, the unavailability of the funds credited to any account due to restrictions on convertibility or transferability, requisitions, involuntary transfers, distraints of any character, exercise of governmental or military powers, acts of war or civil strife, or other similar causes beyond the Bank's control), the operation of the Wealth Account, any Wealth Portfolio(s), any Account(s), Product(s) and/or Service(s) is restricted or otherwise affected;
  - (c) in connection with any arrangements between the Bank with third parties to provide incentives and benefits to the Bank's customers;
  - (d) the non-receipt of your funds by the Bank ;
  - (e) for any loss or damage caused by any delay or failure in any transmission or communication facilities;



- (f) for any loss or damage caused by any third party's failure, delay, mistake, refusal, errors, defaults of any kind, neglect or omission in the transmission of any instructions or the making of any payment under the same;
  - (g) if the funds credited or debited from the Account(s) diminish in value due to taxes, depreciation or becomes unavailable due to restrictions (howsoever arising) on convertibility, requisitions, involuntary transfers, distraints of any character, exercise of governmental or military powers, war, strikes or other causes beyond the Bank's reasonable control;
  - (h) arising from the Bank's inability to detect or inadequate authenticity of your signature;
  - (i) arising from your negligence, default or misconduct; or
  - (j) for the bankruptcy or insolvency of any agent, nominee, correspondent or counterparty used by the Bank.
- 21.4 The Bank shall not be liable for any loss, damage or expense suffered or incurred by you (whether as a result of forgery of the signatory's signature, material alteration of withdrawal requests or other reasons of any kind whatsoever) through no fault of the Bank. The Bank shall not be liable for paying on altered and/or forged instructions where the alterations and/or forgery were made possible by use of erasable ink, pens or typewriters or any other equipment with built-in erasure features where the alterations and/or forgery cannot be easily detected or where the alteration and/or forgery is due to your negligence. Where applicable, if the Bank has debited your Account(s) in reliance on a withdrawal or payment request on which your signature was forged, the Bank shall not be liable to reverse the debit or pay or compensate you in respect of the amount so debited.
- 21.5 Bank shall not be liable to you for acting upon any instructions communicated or purportedly communicated by you to the Bank over the telephone or mobile or in writing and signed or purportedly signed by you or given or transmitted or purportedly given or transmitted by facsimile, notwithstanding that it is subsequently shown that such instruction was not given by you.
- 21.6 In the case of deposit accounts and in addition to the foregoing, you understand and agree:
- (a) to the inherent exchange risk in Foreign Currency deposits. In particular, a decline in the Foreign Currency's exchange rate relative to your currency of choice will reduce (or even eliminate) your return or earnings on the Foreign Currency deposits;
  - (b) that any funds credited or debited from the Account(s) may diminish in value due to taxes, depreciation or become unavailable due to restrictions (howsoever arising) on convertibility, transferability, requisition, government acts, order, decrees and



regulations, involuntary transfers, distraints of any character, exercise of governmental or military or usurped powers, war, strikes, acts of civil strife, monetary union or exchange similar causes beyond the Bank's reasonable control, and the Bank will have no responsibility or liability thereon;

- (c) that any currency in which the Bank's payment obligations are denominated may become unavailable due to restrictions (howsoever arising) on convertibility, transferability, requisition, government acts, order, decrees and regulations, involuntary transfers, distraints of any character, exercise of governmental or military or usurped powers, war, strikes, acts of civil strife, monetary union or exchange similar causes beyond the Bank's reasonable control, and the Bank shall be entitled to fulfil its payment obligations in such other currency or currencies at such rates of exchange as the Bank may at its discretion determine.

21.7 To the fullest extent permitted by laws and regulations, the Bank shall not be liable for any loss or damage suffered by you by reason of or due to (a) any act, omission or delay on the part of the nominee or agent or sub-agent of the Bank or the Custodian; and (b) any act, omission, delay or improper or wrongful execution on the part of the nominee or agent or sub-agent of any fund management company or trustee or their registrar or depository or depository agent or clearing system or any other person to negotiate or initiate, carry out or execute your instructions under this Agreement or under or pursuant to any application made by you to the Bank (to buy, switch or sell any Fund or Unit or other transaction).

21.8 The Bank shall not be liable for any failure to perform any obligation under these terms and conditions if such performance would result in it being in breach of any law, regulation or other requirement of any governmental or other authority, as it shall determine.

## **22 Counterparties, Brokers and Agents**

22.1 The Bank may appoint or arrange for any member of the OCBC Group or any agent of its choosing to carry out the Services (or any part thereof) which the Bank agrees to provide to the Customer hereunder upon such terms and conditions as it deems fit.

22.2 Unless otherwise agreed by the Bank, the Bank shall effect trades or transactions for the Customer only with counterparties or through brokers or agents of the Bank's own choice (including, without limitation to the foregoing, any company within the OCBC Group, even if a conflict of interest may arise).

22.3 Unless expressly prohibited by mandatory laws, the Bank shall in no event be responsible for any act(s) and/or omission(s) of any counterparties, brokers or agents through whom trades or transactions are effected. In particular but without limitation, the Customer shall bear the risk



of the bankruptcy or insolvency of any counterparty, broker or agent with whom a trade or transaction on the Customer's Wealth Account is effected.

- 22.4 The Bank may pay to, or receive from, any counterparty, broker, agent or from another member of the OCBC Group charges, commissions, fees or rebates (as the case may be) in any form in respect of (a) any trades or transactions effected for the Customer or (b) any hedges effected by the Bank in connection with such trades or (c) services provided for the Customer in the Bank's capacity as principal, trustee or agent and without being liable to account for or disclose to the Customer any such profit derived by the Bank.
- 22.5 The Customer understands that the Bank may receive rebates from such counterparty, broker, agent or from another member of the OCBC Group of a portion of such charges, commissions or fees and the Customer agrees that the Bank is entitled to retain such rebates (or the difference between any charges, fees or commissions that the Bank may charge the Customer and those payable by the Bank to such counterparty, broker, agent or member of the OCBC Group).
- 22.6 The Bank may, in its sole and absolute discretion, act either as agent of or principal to the Customer for its own accounts, or for the accounts of any other entity in which the Bank or any person within the OCBC Group has an interest, in respect of any Contract, whether such Contract is effected on the Customer's Instructions or otherwise, and shall not be required to inform the Customer of the same.
- 22.7 The Customer hereby consents to the Bank buying from or selling to the Customer any futures contract for: (a) the Bank's own account; (b) the account of any person to which the Bank is associated or connected with; or (c) any account in which the Bank has an interest.
- 22.8 The Bank shall be absolutely entitled to all gains, profits and benefits derived from any such contract or transaction, including any spread on contracts or transactions entered into with you and corresponding or back-to-back contracts or transactions entered into by the Bank with third party brokers or counterparties.
- 22.9 The Bank may appoint or engage introducers or referral agents (including, without limitation, any member of the OCBC Group, employees, officers or representatives of the Bank, customers of the Bank or unrelated third parties) to introduce the Customer or other customers to the Bank and may pay fees or provide other consideration to such introducers or referral agents in return for their introductions or referrals.





## 23 Indemnity

23.1 You shall indemnify the Bank, its officers, employees, nominees and agents promptly on a full indemnity basis from and against all claims, demands, actions, suits, proceedings, orders, losses (direct or consequential), damages, costs, fees, penalties and expenses (including all duties, taxes and other levies and legal fees on a full indemnity basis) and any and all other liabilities of whatsoever nature or description howsoever arising which the Bank may sustain or incur (i) as a result of your failure or inability to perform any of your obligations under the Agreement and/or (ii) directly or indirectly in connection with the execution, performance or enforcement of the Agreement or any other agreement including without limitation:

- (p) the operation of any Wealth Account, Wealth Portfolio(s), Account(s);
- (q) the provision of any Service and/or Product to you by the Bank ;
- (r) the unwinding of any transactions by reason of the Bank not receiving funds from you in accordance with the terms agreed with the Bank;
- (s) the placement of a negotiable instrument of deposit by you and sources of funds for such placement;
- (t) the investment and/or acquisition by you and sources of funds for such investment and/or acquisition;
- (u) by reason of the introduction or change in any applicable law, regulation or directive of any government or agency of any state, the Bank's cost of maintaining or providing the Services or any funding hereunder is increased or any interest, payment or return is reduced, foregone or otherwise suffered by the Bank;
- (v) by reason of the Bank as collecting bank relying upon or guaranteeing any endorsement or discharge on a cheque, bill, note, draft or other instruments presented by you for collection, and in all cases, such reliance or guarantee by the Bank shall be taken to have been exercised at your express request;
- (w) the dealing of Units or the custody of Units or any orders, requests, instructions or transactions made or purported to be made by you or any use or purported use by you of the unit trust investment services;
- (x) the Bank taking, relying and acting upon or omitting to act on any Instructions given or purported to be given by you or by any person(s) purporting to be your attorney or any other third party, regardless of the circumstances prevailing at the time of such Instructions or the nature of the transaction;
- (y) your failure to pay or repay to the Bank on demand any sum due to the Bank (including all interest accrued thereon);
- (z) your breach of any one or more provisions of the Agreement;
- (aa) the protection and enforcement by the Bank of its rights (including rights of sale, set-off, recovering payment or enforcement proceedings) under or in connection with the Agreement and/or the Product(s), Service(s) and/or Account(s);

- (bb) any dispute amongst any of the personal representative(s) of a deceased Customer and/or the beneficiary(ies) claiming rights over or against any Wealth Account or Joint Wealth Account or any part thereof;
- (cc) any claims, demands, actions, legal proceedings made, issued or commenced against the Bank (i) which you are not fully successful or (ii) by a third party who is in dispute with you, whether related to any Wealth Account, Joint Wealth Account or any part thereof or any Products or Services by the Bank;
- (dd) the Bank using any system or means of communication or transmission in carrying out your instructions which results in the loss, delay, distortion or duplication of such instructions.

23.2 This indemnity shall not be discharged or cancelled under any circumstances whatsoever and shall continue as an independent covenant without merger into any judgement that the Bank may obtain against you. The certificate or confirmation issued by the Bank as to any losses, expenses, claims or damages payable to it pursuant to this Clause shall, save for any manifest error, be final and conclusive and binding upon you.

## **24 Currency Indemnity**

- 24.1 If any sum due from you or any order or judgment given or made in relation to or in connection with the Agreement has to be converted from the currency in which is payable by you (the "currency of account") into another currency (the "other currency") for the purpose of making or filing a claim or proof against you, obtaining an order or judgment in any court or other tribunal or enforcing any order or judgment given or made in relation to or in connection with the Agreement, you shall, as a separate independent debt, indemnify and hold harmless the Bank from and against any loss suffered as a result of any difference between the rate of exchange used to convert the sum in question from the currency of account into the other currency and the rate or rates of exchange at which the Bank may in the ordinary course of business purchase the currency of account with the other currency upon receipt of a sum paid in satisfaction, in whole or in part, of any such order, judgment, claim or proof.
- 24.2 The receipt or recovery by the Bank of any amount in respect of your obligation in the Contract Currency shall constitute a discharge only to the extent that the Bank is able, in accordance with the Bank's usual practice, to purchase the Contract Currency with the currency so received. You shall indemnify and keep the Bank indemnified in respect of any shortfall arising therefrom, which shall constitute a separate and independent obligation under the Agreement.



## **25 Bank's Payment Obligation**

- 25.1 Where any currency in which the Bank's payment obligations are denominated becomes unavailable due to restrictions on convertibility, transferability, requisitions, government acts, orders, decrees and regulations, involuntary transfers, distraint of any character, exercise of military or usurped powers, acts of war or civil strife, monetary union or exchange or similar causes beyond the Bank's reasonable control, the Bank shall be deemed to have satisfied such payment obligation by making payment in such other currency as the Bank deems fit.

## **26 Combining of Accounts, Set-off, Security Rights**

- 26.1 In addition to any general lien or similar right to which the Bank may be entitled whether by operation of law, contract or otherwise and without prejudice to any of the Bank's other rights and remedies, the Bank will unconditionally and at all times have a continuing right at any time and from time to time to combine, consolidate or merge, with seven (7) calendar days' prior notice to you, all, some or any of your then existing Wealth Account, Joint Wealth Account(s) and all other Account(s) with the Bank whether opened pursuant to this Agreement or otherwise, in your name alone or which you hold jointly with others or to which you are beneficially entitled, and set-off or transfer any sum standing to the credit of any one or more such accounts with the Bank or OCBC Group or any sum, liability or obligation due by the Bank to you (whether matured or not) in or towards satisfaction of any of your Liabilities and Indebtedness to the Bank, howsoever arising, whether such Liabilities and Indebtedness be of the same currency as the accounts or not and whether such Liabilities and Indebtedness be present, future, actual, matured, contingent, primary, collateral or joint. If there is any shortfall after such set-off, you shall remain liable for any such shortfall, including interest thereon at such rate as the Bank may prescribe from time to time. If any of your Liabilities and Indebtedness is unascertained, the Bank may in good faith estimate that Liabilities and Indebtedness and set-off in respect of that estimate.
- 26.2 In the case of Joint Wealth Account(s) and other Account(s) in joint names, the Bank may set-off the Liabilities and Indebtedness of any Wealth Account Joint Holder(s) or any Account joint holder(s) to the Bank, whether such Liabilities and Indebtedness be of the same currency as the accounts or not and whether such Liabilities and Indebtedness be present, future, actual, matured, contingent, primary, collateral or joint and whether as borrower, surety or otherwise against the credit balance in the Joint Wealth Account(s) or other Account(s) in joint names. Where the said sums have been incurred by only one or some but not all of the Wealth Account Joint Holders or Account joint holder(s), the Bank's rights shall also extend to credit balances to which all the Wealth Account Joint Holders or Account joint holder(s) are singly or jointly entitled.



- 26.3 Without prejudice to Clauses 17.1 and 17.2 above, all amounts standing to the credit of the Wealth Account and any Account(s) shall be taken to be forthwith set-off in or towards satisfaction of your Liabilities and Indebtedness (whether in whole or in part) in any of the following events:
- (f) your failure to repay on demand any sum due to the Bank;
  - (g) you have come under threat of insolvency proceedings or third party claims or legal proceedings;
  - (h) your death, incapacity, winding-up, bankruptcy or receivership;
  - (i) the Bank's receipt of a garnishee order or any other order relating to the credit balances and deposits in any of your Account(s) with the Bank; or
  - (j) you breached any one or more of the provisions of the Agreement.
- 26.4 For the avoidance of doubt, any credit balance in your Account(s) including Accounts with OCBC Group may also be applied in satisfaction of any sum then due and payable in respect of your Liabilities. The Bank is authorised to purchase with such monies any other currencies to effect such application using the rate of exchange at the date of set-off.
- 26.5 For the purposes of this Clause 17, the Bank is authorised to use all or part of such credit balance to purchase (at prevailing exchange rates quoted by the Bank) other currencies as may be necessary to effect the application, provided always that the Bank shall not be under any liability to the Customer whatsoever in respect of any loss arising from any conversion of any amount from one currency to another or fluctuations in the rate of exchange for which any currency is for this purpose converted into any other currency.
- 26.6 The Bank shall have the right and is hereby irrevocably authorised as your agent to take such measures (including sale) as the Bank at its sole discretion deems necessary to dispose or otherwise realise all assets and properties from time to time in the Bank's possession or control and at the rate or rates determined by the Bank whether the same be held for safe custody, margin or otherwise, and whether pursuant to the Agreement or otherwise, in or towards satisfaction of any of your Liabilities and Indebtedness. In the event that the sale proceeds is insufficient, you shall accordingly be liable to pay the Bank the shortfall.
- 26.7 When the Bank accepts or incurs liability (whether actual or contingent, primary or collateral, several or joint) for or at the request of the Customer, any funds, monies, securities or other valuables deposited with, custodised, or otherwise under the control of the Bank belonging to the Customer shall automatically become security to the Bank; and the Bank shall have a banker's lien on all such funds, monies, securities or other valuables or any part thereof until

the liability is discharged. The Bank shall not be under any obligation to exercise any of its rights under this Clause.

## **27 Representations, Warranties and Undertakings**

27.1 The Customer's relationship with the Bank, the provision of the Products and Services, the operation of all Accounts and the implementation of all Instructions shall be subject at all times to all Applicable Laws and Regulations.

27.2 The Customer hereby represents and warrants to the Bank that:

- (a) the Customer has full power, authority and capacity to enter into this Agreement and any Contract and to execute and perform all the Customer's obligations under this Agreement and such Contract and where appropriate, he/she has obtained and taken all necessary corporate authorisations and other actions to execute and perform all obligations under this Agreement and such Contract and each of this Agreement and such Contract constitutes valid and legally binding obligations of the Customer in accordance with its terms;
- (b) the execution, delivery and performance by the Customer of the Customer's obligations under this Agreement and each Contract will not violate any applicable laws, regulations, directives and guidelines (whether local or otherwise), the regulations, rules, by-laws and practices of any relevant Exchange, market, Clearing House or depository, or any order, judgment, injunction, decree, determination or award of any court or other judicial, administrative, statutory or governmental authority having applicability to the Customer;
- (c) the entry into this Agreement or any Contract, and the performance of the obligations under this Agreement or such Contract, by the Customer will not constitute any breach of, or default under, any agreement, instruction or other document to which the Customer is a party or surety or by which the Customer or any of the Customer's properties or assets may be affected;
- (d) all information supplied by the Customer in connection with the Agreement (including, where applicable, each Contract) or any other documentation provided by the Customer to the Bank, financial or otherwise, is true, complete and accurate in all material respects and shall remain true, complete and accurate. The Customer further undertakes to inform the Bank promptly (and in any event no later than thirty (30) days from the date of the change) of any change of facts or circumstances which may render any such information previously provided incorrect or untrue and forthwith provide any information or documentation as the Bank may in its sole discretion require for the purposes of verifying the accuracy of the updated information;



- (e) no Event of Default has occurred or which, with the passage of time or the giving of notice, or both, has occurred or is continuing or would occur in consequence of the Customer entering into the Agreement (including, where applicable, each Contract);
- (f) all consents, licences, approvals or authorisations of, exemptions from or registrations with all regulatory or governmental authority required in connection with or for the performance of the Customer's obligations under this Agreement and each Contract have been obtained, are and will be valid and existing for the period during which any amount is due from him/her to the Bank;
- (g) the claim of the Bank against the Customer, under this Agreement or any Contract, if unsecured, will rank at least *pari passu* with the claims of all the Customer's other unsecured and unsubordinated creditors, save for those whose claims are preferred solely by any bankruptcy, insolvency, liquidation or other similar laws of general application;
- (h) the claims of the Bank against the Customer under this Agreement or any Contract (where such claims are secured) will rank in priority to the claims of all subsequent encumbrances, unless the Bank otherwise agrees in writing;
- (i) the Customer is generally subject to civil and commercial law and to legal proceedings, and neither the Customer nor any of the Customer's assets or properties is entitled to any immunity or privilege from any set-off, suit, judgment, execution, attachment or other legal process;
- (j) the Customer is not bankrupt or financially insolvent and no steps are being or have been taken to appoint a trustee in bankruptcy or receiver or judicial manager or liquidator over the Customer's assets;
- (k) no proceedings have been commenced or threatened, and no order or declaration has been made, against the Customer for the Customer's liquidation, winding up or bankruptcy, or for the appointment of a judicial manager, administrator, receiver or similar officer to administer any or all of the Customer's assets and the Customer has not declared himself/herself/themselves bankrupt;
- (l) the Customer has sufficient knowledge and experience as to be able to evaluate the merits and risks of entering into each trade or transaction and is acting on his/her own account and has made the Customer's own independent decision to enter into each such trade or transaction for the Customer's own account and assessed whether the trade or transaction is appropriate or suitable for the Customer based on the Customer's own judgment or upon professional advice obtained independently of the Bank (including, where relevant, as to the correct tax and accounting treatment of each trade or transaction). The Customer has acted independently and free from any undue influence

by any person, is not relying on any communication (written or oral) of the Bank as investment advice or recommendation to enter into any trade or transaction and is able to assume the risk of loss associated with such trade or transaction; and

- (m) where the Customer is required to settle a trade or transaction by physical delivery, such delivery will operate as a representation that (a) the Customer is the legal and beneficial owner of the property to be delivered free from all liens, charges, equities, rights of pre-emption or other security interests or encumbrances whatsoever, and (b) the Customer has the right to transfer such property on the terms of this Agreement.

Each of the foregoing representations and warranties shall survive and continue to have full force and effect throughout the duration of this Agreement and will be taken to be repeated by the Customer on each such day throughout the duration of this Agreement.

**27.3 The Customer undertakes:**

- (e) to ratify and confirm all acts done or caused to be done on the Customer's behalf by virtue of the Agreement and each Contract;
- (f) to obtain the necessary approvals and authorisations and do the necessary filings in order to validly perform his/her obligations under the Agreement and each Contract;
- (g) to forthwith notify the Bank of the occurrence of any Event of Default, the occurrence of which or, with the passage of time, the giving of notice would, constitute an Event of Default; and
- (h) in the event of any enquiry or request from regulatory, tax and other governmental authorities and agencies and/or competent law enforcement agencies, the Customer agrees to provide the Bank with all information and documentation that is necessary to satisfy the enquiry or request.

**28 Margins, Collateral And Security**

**28.1** The Bank may from time to time require the Customer or a Security Provider, and the Customer agrees (and shall procure any Security Provider to agree), to:

- (a) provide security or Collateral (or both) in such form as the Bank may in its absolute discretion require; or
- (b) maintain such Margin(s) (or to deposit with the Bank such amount of money, other assets, or additional security as the Bank may specify in order to maintain such Margin(s)) as the Bank may in its absolute discretion consider appropriate as security for all the



Customer's present and future liabilities to the Bank (including but not limited to those arising from any Facilities extended by the Bank to the Customer and in respect of any trades or transactions entered into with or for the Customer, or for the Customer's Wealth Account and/or Wealth Portfolio(s)).

- 28.2 For the foregoing purposes, the Customer further agrees, where required by the Bank, to execute or furnish, or procure the execution or furnishing by any person(s) acting as Security Provider(s) for the Customer of, such security documents (including any transfer or other forms and notices) as the Bank may from time to time specify and the Customer will, at the Customer's own expense, execute and do, or procure the execution and doing by such person(s) referred to above of, all such assurances, acts and things as the Bank may reasonably require for perfecting or protecting any security granted by the Customer or such person(s) in favour of the Bank or any of its nominees, or for facilitating the realisation and enforcement of such security.
- 28.3 In addition, the Customer undertakes to (and to procure any Security Provider(s) to):
- (a) insofar as the Collateral comprises of scripless securities, open a custody account / sub-account in the manner required by the Bank and transfer all such securities listed on the relevant Exchange to the said sub-account;
  - (b) execute any transfer or other forms and notices as may be required by the Bank from time to time in favour of the Bank or such other party as the Bank may in its absolute discretion direct or nominate and deliver the certificates relating to any Collateral to the Bank or to its nominee(s); and
  - (c) from time to time as may be required by the Bank, execute a letter of consent in respect of outsourcing by the Bank of its depository agent's activities and appointment of sub-custodian.
- 28.4 Unless with the Bank's written consent, security, Collateral or Margin so provided is not to be withdrawn, sold, pledged, transferred, charged, disposed of or otherwise dealt with until all amounts owing by the Customer to the Bank are satisfied or paid in full.
- 28.5 Any Collateral given to the Bank shall be a continuing security, notwithstanding any intermediate payment or settlement of account, for the payment of all sums and the satisfaction of the Liabilities (including all liabilities incurred by the Customer in accordance with this Agreement) and Indebtedness and is to be in addition to and without prejudice to any other security which the Bank may hereafter hold in respect thereof. In the event that the Customer defaults under any credit facilities granted by the Bank, the Bank may (but is not obliged to) enforce its rights over any one or a combination of all of the Collateral provided in connection with this Agreement without further reference to the Customer.





- 28.6 The Collateral Value ascribed to each item of Collateral furnished shall be calculated as a percentage of its market value. Such percentage and market value shall be determined from time to time by the Bank in its absolute discretion. The determination of the adequacy and acceptability of Collateral shall at all times be at the absolute discretion of the Bank and the Bank may, in its absolute discretion, ascribe a zero Collateral Value to any item of Collateral.
- 28.7 The Bank may specify from time to time Margin levels to be established before a Facility may be utilised and to be maintained during the utilisation or availability of a Facility, failing which the Bank may require topping up of Collateral or the repayment of obligations. The Bank may also specify the Margin which if exceeded will entitle the Bank to close out or liquidate positions and Contracts. These Margin levels may be varied by the Bank from time to time in its absolute discretion.
- 28.8 The determination of whether the Customer is in compliance with the Margin stipulated by the Bank shall at all times be at the absolute discretion of the Bank. If at any time the Bank is of the Opinion that the Collateral Value is not sufficient to comply with any Margin stipulated by the Bank (whether owing to the prevailing market value of the Collateral or otherwise), the Bank shall be entitled to take any one or more of the following actions without prejudice and in addition to all other rights powers and remedies of the Bank:
- (a) convert, upon notification to the Customer, any Facilities or loans extended by the Bank to the Customer from the base currency initially agreed between the Bank and the Customer to another currency;
  - (b) review, reduce, restructure and/or cancel any or all Facilities or such part thereof as the Bank may in its absolute discretion think fit;
  - (c) withhold or disallow any disbursement or drawdown of any Facility as the Bank may in its absolute discretion think fit;
  - (d) realise and set-off the Collateral against the Customer's Liabilities to the Bank;
  - (e) notify the Customer to furnish additional Collateral acceptable to the Bank or to repay such part of its outstanding obligations to the Bank within such period as the Bank may determine at its absolute discretion and the Customer shall forthwith upon such notification furnish such additional Collateral or make such repayment so that after the top-up or repayment, the stipulated Margin requirements are complied with. For the avoidance of doubt, the Customer shall still be required to furnish and maintain such additional Collateral or to make such repayment even if the market value of the Collateral subsequently moves in the Customer's favour;
  - (f) exercise all or any of its rights which it would have under Clause 25 below as though an Event of Default had occurred; and



(g) adopt such other measures as the Bank in its absolute discretion deems fit.

28.9 The Customer agrees to pay such interest at such rate as the Bank may determine (a) on any shortfall in Collateral howsoever arising (that is, when the Collateral falls below the prescribed Margin) including the adjustment of any Margin requirements by the Bank whether or not a demand has been made by the Bank for additional Collateral to cover any resulting shortfall, or (b) on any deficit balances in the Account in respect of any realised losses.

28.10 For avoidance of doubt, where any Facility is granted by the Bank to the Customer, the terms and conditions set out in the Facility Letter and Security Documents shall apply in respect of the Customer's obligations in respect of such Facility.

## **29 Further Security**

29.1 No representation is made by the Bank to the Customer or any Security Provider that the Bank will obtain guarantees from any other guarantors or that the Bank will obtain security for the liabilities of the Customer or any other Security Provider. Failure to obtain security or any additional guarantee (even if the Bank had intended to obtain it) or the discharge or release of any guarantee or security (or both) shall neither discharge any Security Provider from liability hereunder nor release any security provided by a Security Provider.

## **30 Termination**

30.1 The Bank may at any time upon fourteen (14) days (or such period as the Bank may determine) prior written notice terminate any one or more of the following :

- (a) any Wealth Account or Joint Wealth Account;
- (b) any Wealth Portfolio;
- (c) any MCCA or MCTD;
- (d) any, or the provision of any, Products, Services and Contracts; and
- (e) any contractual relationships with you.

The Bank may at any time terminate any one or more of the above by giving you the applicable number of days' written notice as provided in the applicable clauses in any Part of this Agreement or if no notice period is provided in this Agreement, such period as may be specified by the Bank in the notice, upon any of the following : (i) occurrence of an Event of Default; or (ii) where the Wealth Portfolio has been inactive for such period as may be determined by the



Bank from time to time; or (iii) occurrence of an event which entitles the Bank to terminate as provided in any clauses in any Part of this Agreement.

30.2 You agree that:

- (a) Termination of a Wealth Account will result in termination of all the Wealth Portfolio(s) maintained under that Wealth Account.
- (b) Termination of a Wealth Portfolio will result in termination of the MCCA and Services governing the Products and Contracts maintained in that Wealth Portfolio. The MCCA is a mandatory component of a Wealth Portfolio, therefore the MCCA cannot be terminated when the Wealth Portfolio is still maintained with Bank.
- (c) Where any Facility is granted by the Bank to the Customer and secured against the Customer's assets including the Products and Contracts in the Wealth Portfolio, cash in the MCCA and, where applicable, deposits in the MCTD, termination of the Wealth Portfolio and the Wealth Account is further subject to the terms and conditions in the Facility Letter and Security Documents. The Facility Letter and Security Documents shall prevail over matters affecting the Facility, including the Customer's assets in the Wealth Portfolio which are charged, mortgaged, assigned, pledged or otherwise secured in favour of the Bank as Collateral for the Facility.

30.3 Termination under the Agreement or any part thereof shall not discharge or affect the Liabilities and Indebtedness accrued prior to the date of such termination and shall be without prejudice to any Contract outstanding as at the date of termination. The Bank's authority or the authority of any of its nominees or agents to arrange for settlement or closing of any outstanding Contract shall not be affected thereby.

30.4 In connection with the termination of the MCCA and/or MCTD, the Bank shall have fully discharged its liability with respect to the MCCA and MCTD, by paying to the Customer in such form as the Bank may determine the amount of the then credit balances in the MCCA and/or MCTD provided that prior to such payment, the Liabilities and Indebtedness of the Customer to the Bank shall first be set-off from the amount payable, upon giving 7 calendar days' notice to the Customer. Payment as aforesaid by the Bank to the Customer shall constitute a valid, full and effectual discharge and release of the Bank's obligations to the Customer.

30.5 In connection with the termination of the Wealth Portfolio :

In the case of a Customer who terminates all his Accounts, Products and Services with the Bank

- (a) The Customer shall arrange for the transfer of existing Units or Bonds in the Wealth Portfolio, if any, from the Custodian to the Customer or the Customer's authorised agent or representative before termination date. If the Customer fails to complete such



arrangements, the Bank may (at the costs of the Customer) transfer or redeem the Units or Bonds 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 documents and to do all such other things as the Bank shall at its absolute discretion deem fit, without any liability for any costs, expenses, losses or damages of whatsoever nature incurred or suffered by the Customer and pay the realisation proceeds to the Customer. 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) 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 MCCA to be handled pursuant to the preceding sub-clause 21.4. If the MCCA is closed for any reason whatsoever prior to the Bank's receipt of the proceeds, the Bank will pay the proceeds to the Customer in such form as the Bank may determine.

- (b) The Customer shall promptly issue to the Bank Instructions relating to the transfer and delivery of Securities held by the Bank, if any, to the Customer's account with a third party, failing which the Bank shall be entitled (but not obliged) to sell or dispose of any and all of the said Securities in any way and on such terms as the Bank deems fit. Thereafter the Bank is authorised to use the proceeds realised from any and every such sale and disposition to (i) satisfy all the costs and expenses incurred by the Bank arising from the sale and disposition as aforesaid; (ii) retain and apply the surplus in payment of all monies due or payable or which may become due or payable to the Bank; and (iii) in so far as the proceeds collected from the sale and disposition as aforesaid may yield a surplus over and above what is required for (i) and (ii) above, such surplus (the amount if determined in good faith by the Bank shall be conclusive against the Customer) will be paid into the MCCA to be handled pursuant to the preceding sub-clause 21.4. If the MCCA is closed for any reason whatsoever prior to the Bank's receipt of the aforesaid proceeds, the Bank will pay the surplus mentioned in (iii) above to the Customer in such form as the Bank may determine. The Bank will also be entitled to exercise the preceding rights forthwith, if the Bank is unable to inform the Customer (for any reason whatsoever) of the Bank's intention to terminate, or the Bank's termination of, the Wealth Account or Wealth Portfolio or provision of the Products or Services to the Customer, any Contract and/or any contractual relationship with the Customer and the Bank has made a good faith determination that the exercise of such rights is reasonably necessary to mitigate against any potential losses it may otherwise sustain.
- (c) Where applicable, the obligation of the Bank of safekeeping or otherwise in relation to the Securities shall forthwith expire and the Customer agrees to bear the risks arising



from the continued holding of the Securities by the Bank and subject to the rights conferred upon the Bank under the Agreement.

- (d) Subject to the Bank being fully paid all Liabilities and Indebtedness under the Agreement or otherwise howsoever, the Bank shall deliver, or procure the delivery of all documents relating to the Securities and which are in the custody of the Bank to the Customer or his/her agent as instructed in writing to the Bank.
- (e) If the Customer fails to take delivery of the Securities within fourteen (14) days after notice to take delivery has been given by the Bank, the Bank is authorised to do the following:
  - (i) to despatch any of the Securities by registered mail to the address last notified by the Customer in writing (or, in such other mode(s) and/or method(s) acceptable to the Bank from time to time); or
  - (ii) to sell or dispose of in such manner of sale or disposition as it deems fit all or any of the Securities upon such terms and conditions as the Bank may see fit, and to apply the proceeds of any such sale or disposition, after deduction of the expenses thereof, in payment of all monies now or later due payable actually or contingently whether under the Agreement or not and in the event that there is excess proceeds, the Bank may hold such proceeds as security for the Customer's Liabilities and Indebtedness, or at the Bank's option despatch a cheque for the amount of the excess by registered mail to the last address notified by the Customer in writing (or, in such other mode(s) and/or method(s) acceptable to the Bank from time to time).
- (f) The Customer acknowledges that it is his/her duty to take delivery of the Securities. Where such Securities or cheques are dispatched as aforesaid to the Customer, the risk of loss, misplacement, conversion, destruction, damage or any other losses whatsoever and howsoever arising shall be borne by the Customer.
- (g) The Customer agrees that the Bank shall be entitled to treat all Securities as fungible with any other Securities of the same issuer, class and denomination and the Customer shall accept delivery of the Securities of the same issuer, class and denomination in place of those Securities deposited by the Customer with the Bank. The Bank shall have no duty to keep or retain in its possession the Securities kept in custody for the Customer so long as the Bank keeps and maintains Securities of a like nature or character.
- (h) The Customer's existing Structured Investments and negotiable instruments of deposit purchased or entered into prior to termination of Wealth Account, shall continue in effect until maturity of the respective Contracts for such Structured Investments and negotiable instruments of deposit. The Customer shall give instructions with information of his



deposit account with any other bank or financial institution within Malaysia, into which any coupons or interest or maturity proceeds from such Contracts shall be credited. If the Customer fails to give such instructions, the Bank shall have fully discharged its liability with respect to the payment of such coupons or interest or maturity proceeds under the Contracts, by paying to the Customer in such form as the Bank may determine, provided that prior to such payment, the Liabilities and Indebtedness of the Customer to the Bank shall first be set-off from the amount payable, upon giving 7 calendar days' notice to the Customer. Payment as aforesaid by the Bank to the Customer shall constitute a valid, full and effectual discharge and release of the Bank's obligations to the Customer.

In the case of a Customer who terminates Wealth Account and Wealth Portfolio but continues to maintain other Account(s), products and services with the Bank

- (i) The Customer accepts that with effect from termination of the Wealth Account, the Bank will no longer be able to facilitate the Customer's purchase of or entering into any agreement for Products and Contracts (including certain Unit Trusts, Bonds, negotiable instruments of dealing, Structured Investments and other Structured Products) which are required to be maintained in a Wealth Portfolio under a Wealth Account.
- (j) Upon termination of the Wealth Account, the Customer's existing :
  - (i) Units, Bonds and Securities shall continue to be held with the Custodian subject to the terms and conditions governing custody services;
  - (ii) Structured Investments and negotiable instruments of deposit shall continue in effect until maturity of the respective Contracts for such Structured Investments and negotiable instruments of deposit.

Any coupons, dividends, incomes or interest or maturity proceeds from such Products and Contracts will be credited into the Customer's Day-to-day Banking Account.

- 30.6 If the Customer wishes to terminate and close any Wealth Account, the Customer shall then provide instructions to the Bank in a manner acceptable to the Bank from time to time and comply with such procedures as the Bank may determine from time to time at its sole and absolute discretion, for the proper termination and closure of the Wealth Account and the Wealth Portfolio(s), MCCA and where applicable, MCTD, Products, Services and Facility within the Wealth Account. Among others, the Customer shall comply with and is subject to the provisions in the preceding sub-clause 21.5 in respect of any Units, Bonds, Securities, Structured Investments and negotiable instruments of deposit in the Wealth Portfolio. For the avoidance of doubt, in the case of a Joint Wealth Account that is operated by a single signing authority, instructions from any one of the Wealth Account Joint Holders to terminate the said Joint



Wealth Account will be accepted by the Bank, and such instructions will be binding on the other Wealth Account Joint Holder(s).

**30.7 In the event of termination:**

- (a) any sums due and payable by the Customer, including the whole or part of any periodic fees or any other sums which are periodically payable shall forthwith become payable to the Bank; and
- (b) any security created in favour of the Bank pursuant to this Agreement shall not be discharged and released until all of the Customer's Liabilities and Indebtedness to the Bank have been discharged and shall immediately become enforceable if the Customer fails to discharge the Customer's Liabilities and Indebtedness to the Bank.

**30.8** Any release of any security by the Bank shall be conditional upon no security or payment to the Bank being avoided or reduced by virtue of any provision or enactment relating to bankruptcy or liquidation for the time being in force and the Bank shall be entitled to retain all or any of the security until the expiration of the statutory period within which such security or payment could be avoided or reduced.

**30.9** The Bank shall be entitled, if in its discretion it considers it appropriate, to retain any security for a period of up to seven (7) months after your liabilities have been discharged in full and to continue to retain such security if in such period of seven (7) months any person who makes a payment to the Bank for the purpose of discharging your liabilities has a bankruptcy petition or winding-up petition presented against him or it.

**30.10** Unless there is any specific provision to the contrary, in the event of the Customer's death or incapacity, liquidation, receivership or administration, this Agreement or any other agreement between the Customer and the Bank will remain in force until terminated in accordance with the terms of this Agreement or such other agreement or otherwise in accordance with the operation of law.

**30.11** Notwithstanding this Clause 21, if the specific terms applicable to the relevant Services or Products contain their own termination provisions, including requisite notice periods, such specific terms will prevail over this Clause 21 in the event of conflict or inconsistency.

## **31 Waiver**

**31.1** No failure or delay by the Bank or any of its employees in exercising or enforcing any right, power, privilege or option shall operate as a waiver thereof or limit, prejudice or impair any other right, power, privilege or option of the Bank to take any action or to exercise any right, power, privilege or option as against the Customer or render the Bank responsible for any loss



or damage arising therefrom. No single or partial exercise of any right, power, privilege or option of the Bank shall preclude any other or further exercise hereof or the exercise of any other right, power, privilege or option of the Bank.

31.2 The rights and remedies of the Bank are cumulative and not exhaustive of any rights or remedies which the Bank may have.

## **32 Severability**

32.1 Each of the provisions in each Part of the Agreement is severable and distinct from the others and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

32.2 In the event of any conflict or inconsistency, either now or in the future, between any one or more of the provisions in the Agreement and any applicable statute, rule, regulation, practice, constitution, custom, usage, ruling or interpretation, the affected provision(s) of the Agreement shall be deemed modified or superseded as the case may be and all other provisions of the Agreement and the provision(s) so modified shall in all respects continue in full force and effect, and shall not in any way be affected or impaired thereby.

## **33 Force Majeure**

33.1 The Bank shall not be responsible or liable to the Customer for:

- (a) delays or failure in performance, whether foreseeable or not; and/or
- (b) any losses, expenses or damages howsoever arising, whether foreseeable or not,

caused wholly or in part by any circumstances or causes whatsoever which are not within the reasonable control of the Bank.

33.2 Without prejudice to the generality of the preceding clause, the following shall be regarded as circumstances and/or causes beyond the Bank's reasonable control: (a) flood, lightning, acts of God, fire, earthquakes and other natural disasters (b) strikes, labour disturbances, lockouts, material shortages, riots, acts of war (c) acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental parliamentary or local authority or any governmental regulations imposed after the fact (d) import or export regulations or embargoes (e) power failure (f) acts or defaults of any telecommunications network operator (g) circumstances where communications lines for the Bank's computer systems cannot be used





for reasons not attributable to the Bank (including without limitation those attributable to third party telecommunications carriers).

- 33.3 The obligations of the Bank, so far as affected by circumstance or causes beyond the Bank's reasonable control, shall be suspended during the continuance of any delay or failure in performance so caused and such delay or failure shall not be a breach of the Agreement.

## **34 Events of Default**

- 34.1 The occurrence of any of the following shall constitute an Event of Default by the Customer in respect of the Customer's obligations in respect of any Account(s), Products and Services:

- (a) the Customer fails to pay any amount due under this Agreement or under any Contract at the time, in the currency and in the manner specified by the Bank;
- (b) the Customer fails to maintain the value of any Collateral or fails to provide additional Collateral if requested by the Bank to do so from time to time;
- (c) the Customer fails to observe any condition or perform any obligation in this Agreement or any Contract and such default continues and remains unrectified after three (3) Business Days of the Bank's written notice to the Customer to remedy the same. In particular, an Event of Default shall be deemed to have occurred if the Customer fails to deliver or accept delivery (when due) of any Securities and such default continues for three (3) Business Days after the Bank's written notice to the Customer;
- (d) an event of default (howsoever described) has occurred under any agreement, debenture, mortgage or instrument which results in any of the Customer's liability or indebtedness becoming or being declared or is capable of being declared due and payable prior to its stated date of payment or if the Customer fails to duly pay any amount under any such arrangement when due or on demand;
- (e) the Customer is in breach of any applicable laws, regulations, directives and guidelines (whether local or otherwise), the regulations, rules, by-laws and practices of any relevant Exchange, market, Clearing House or depository;
- (f) any representations made or repeated or taken as made by the Customer contained herein, in any Facility Letter, in any Contract or in any other document or agreement with the Bank shall prove to be false, or had the same been made on a later date by reference to the circumstances then existing would have been incorrect or misleading in any respect on that later date;



- (g) any provision of this Agreement, any Facility Letter, any Contract or any security provided in respect of that Facility or Contract is or becomes or is deemed for any reason whatsoever invalid or unenforceable;
- (h) all or a substantial part of the Customer's assets or business are transferred or otherwise disposed of, or are threatened to be transferred or otherwise disposed of, by the Customer or are seized, nationalised, expropriated or compulsorily acquired by any government or agency;
- (i) if the Customer is insolvent or is unable to pay the Customer's debts as and when they fall due or if the Customer threatens to stop or stops or suspends payment of all or a material part of the Customer's debts, begins negotiations or takes such further steps with a view to deferring, rescheduling or re-arranging all or any part of the Customer's indebtedness or makes or proposes to make a general assignment or composition for the benefit of the Customer's creditors or a moratorium is declared in respect of all or substantially all the Customer's indebtedness;
- (j) the commencement, presentation, filing or institution by petition, application, order for relief or otherwise of any bankruptcy, insolvency, composition, dissolution, reorganisation, arrangement, liquidation or other analogous event relating to the Customer or any provider of Collateral under any applicable law;
- (k) an attachment, sequestration, distress, execution or other legal process is levied, enforced or instituted against any assets of the Customer, or an administrator, a receiver, judicial manager, trustee-in-bankruptcy, custodian or other similar official has been appointed (or a petition for the appointment of any such person has been presented) in respect of the Customer or any of the Customer's assets;
- (l) if the Customer (for individuals) shall become deceased, bankrupt or incapacitated;
- (m) the Customer should become charged with, convicted of, or under investigation by any competent court or government authority in any jurisdiction for any criminal offences under any law or regulation, except minor traffic or parking offences;
- (n) any legal proceedings is instituted against the Customer which in the Bank's opinion may materially affect the Customer's ability to perform the Customer's obligations under this Agreement, the Facility Letter, the Security Document, any Contract or any other agreement with the Bank;
- (o) any event occurs, which in the opinion of the Bank, constitutes a material adverse change affecting the financial condition or operations of the Customer or a material adverse change affecting the consolidated financial condition or business of the Customer;

- (p) there is a change of ownership or control or management of the Customer which, in the opinion of the Bank, will have a material adverse effect on the ability of the Customer to perform its obligations under this Agreement, the Facility Letter, the Security Document, any Contract or any other agreement with the Bank;
- (q) it is or will become unlawful for the Customer to perform or comply with any one or more of its obligations under this Agreement, the Security Document, or any other agreement with the Bank;
- (r) the imposition of any foreign exchange restrictions, exchange control regulations, moratoriums or other prohibitions under the laws or regulations of any country which are in the opinion of the Bank likely to prevent the payment by the Customer of any amount due to the Bank;
- (s) if the security created by any Security Document shall, in the opinion of the Bank, be in jeopardy and notice thereof has been given to the Customer;
- (t) any event occurs which under the law of any relevant jurisdiction has an analogous or equivalent effect to any of the events mentioned in this Clause;
- (u) any other event of default specifically agreed upon between the Bank and the Customer and/or notified by the Bank to the Customer in writing from time to time;
- (v) any event occurs or circumstances arise which the Bank determines give(s) reasonable grounds for believing that the Customer may not be able to perform or comply with any one or more of the Customer's obligations under this Agreement, the Facility Letter, the Security Document, any Contract or any other agreement with the Bank;
- (w) if the Bank is prevented from or hindered or delayed by reason of any action of any state or government agency or under any Applicable Laws and Regulations which make it illegal or unlawful or impossible for the Bank to perform its obligations;
- (x) where a breach occurs in relation to Clause 31.3A or Clause 31.3B; and
- (y) if any of the foregoing events occur in relation to any of the Customer's co-surety, co-obligor or guarantor of the Customer's obligations hereunder.

34.2 At any time if an Event of Default has occurred, the Bank may elect, at its sole discretion and by notice specify the relevant Event(s) of Default and declare that:

- (a) any or all Contracts shall be terminated as of the date specified in such notice. All moneys payable by the Customer, whether actual or contingent, shall become immediately due and payable and the Collateral taken in respect of any of the Customer's Liabilities hereunder shall become immediately enforceable;



- (b) the provision of any or all Services to the Customer be terminated;
- (c) all contractual relationships with the Customer be terminated and demand that the Customer fully settle all the Customer's Liabilities and Indebtedness with the Bank;
- (d) the Customer shall provide cash or Collateral acceptable to the Bank sufficient to cover in full all outstanding obligations owed by the Customer to the Bank, and all your contingent liabilities to the Bank;
- (e) securities (including any securities which have yet to be settled on the day on which the Bank sells such Securities) held or was to be held in custody be sold;
- (f) the Bank may do all such acts and things at such time or times as it thinks necessary or appropriate to cancel, settle, redeem or terminate any unperformed and/or outstanding Contract (or any part or parts of it) between the Customer and the Bank or with any third party entered into by the Bank as agent for the Customer notwithstanding that the date fixed for performance of such Contract may not have arrived or that the indebtedness may be increased by such action including covering any short position or liquidating any long position;
- (g) the Bank may exercise all rights of set off or sale (by way of public or private sale) realise, assign, transfer or otherwise dispose or exercise any other rights it may have in respect of the Customer;
- (h) the Bank may (but is not obliged to) consolidate all outstanding dealings of whatever nature with regard to Contracts/trading assets (including, without limitation, dealings in different Exchanges and/ or with different maturities) and all such dealings and all profits or losses arising in respect thereof shall thereunder be converted into a single currency at the prevailing exchange rate(s) of the Bank and be treated to constitute a single consolidated transaction and shall be accounted for accordingly;
- (i) the Bank may apply any amounts of whatsoever nature standing to the credit of the Customer (including any Collateral) against any amounts which the Customer owes to the Bank (of whatsoever nature and howsoever arising, including any amounts due and unpaid under any transaction and any contingent amounts), and/or generally to exercise the Bank's right of set-off against the Customer (howsoever arising); and/or
- (j) after any amounts standing to the credit of the Customer are applied against any amounts which the Customer owes to the Bank or generally after the exercise of the Bank's right of set-off against the Customer, demand any shortfall from the Customer, hold any excess pending full settlement of any other obligations of the Customer, or pay any excess to the Customer by way of drafts or cheques to the Customer's mailing address as indicated in the Bank's records or the Customer's last known address notified to the Bank or

otherwise in such manner as the Bank considers appropriate to return such amounts to the Customer.

- 34.3 Any settlement or discharge between the Bank and the Customer shall be subject to the conditions that none of any security provided to or any payment made to the Bank becomes or will become avoided or reduced or required to be paid away by virtue of any requirement (whether or not having the force of law) or enactment (whether relating to bankruptcy, insolvency, liquidation, judicial management or administration or otherwise, at any time in force or by virtue of any obligation to give any preference or priority).
- 34.4 For avoidance of doubt, where any Facility is granted by the Bank to the Customer, the specific event of default clauses set out in the Facility Letter and Security Documents shall apply in respect of the Customer's obligations in respect of such Facility.

### **35 Use Of Debt Collection Agent**

The Bank may appoint any person as its debt collection agent to collect any or all indebtedness owing by you to the Bank and you shall be responsible for all costs and expenses of reasonable amount and reasonably incurred by the Bank for that purpose on each occasion. The Bank may disclose such Personal Data and the other information to the extent permitted by Applicable Laws and Regulations to enable any debt collection agent to perform its function including your Personal Data or any indebtedness owing by you to the Bank.

### **36 Compliance with Applicable Laws**

- 36.1 The Agreement shall be governed by and construed in all respects in accordance with the laws of Malaysia.
- 36.2 Notwithstanding the above, the Bank is at liberty to initiate and take actions or proceedings or otherwise against you in Malaysia or other jurisdictions as the Bank deems fit. You hereby agree that where any actions or proceedings are initiated and taken in Malaysia, you shall submit to the jurisdiction of the courts of Malaysia in all matters connected with your obligations and liabilities under or arising out of the Agreement.
- 36.3 The Customer's relationship with the Bank, the operation of the Wealth Account, Wealth Portfolio(s) and all components thereunder including the Accounts, the provision of the Products and Services and the implementation of all Instructions shall be subject at all times to all Applicable Laws and Regulations.



36.4 The Customer will comply at all times with all Applicable Laws and Regulations. The Bank may take or refrain from taking any action whatsoever, and the Customer shall do all things required by the Bank, in order to procure or ensure compliance with all Applicable Laws and Regulations.

36.5 Notwithstanding anything in this Clause 27, the Bank shall have no responsibility for the Customer's compliance with any Applicable Laws and Regulations, directives and guidelines (whether local or otherwise), the regulations, rules, by-laws and practices of any relevant Exchange, market, Clearing House or depository governing or affecting the Customer's conduct or the Customer's transactions with the Bank.

### **37 Service of Originating Process**

28.1 In the event legal proceedings are instituted by the Bank against the Customer and/or any Security Provider, the originating process shall be taken to have been duly served on the Customer and/or such Security Provider:

- (a) if the originating process is sent by hand, at the time a copy of the originating process is left at the last known mailing address of the Customer and/or such Security Provider in the Bank's records;
- (b) if the originating process is sent by prepaid registered post, on the seventh (7<sup>th</sup>) day (including the day of posting) from the date the originating process is posted to the last known mailing address of the Customer and/or such Security Provider in the Bank's records.

28.2 Where judgment or order had been obtained against the Customer or any Security Provider, service of the judgment or order shall be effected in the same manner set out in the preceding sub-clause and shall be taken to have been duly served on the Customer and/or such Security Provider. The Bank shall only be taken to have been notified of the Customer's or any of the Security Provider's change of address if the Bank has actually received the notice of such change sent by the Customer or such Security Provider.

28.3 The provisions in this clause 28 shall apply to the service of any other legal processes whatsoever by or on behalf of the Bank on any of the Security Provider.

### **38 Alteration, Modification and Variation**

38.1 Without limiting any of the Bank's rights, the Bank shall be entitled to amend, add to, vary the terms, fees and charges and/or introduce new terms, fees and charges in the Agreement from



time to time by giving twenty one (21) days or such other number of days prior notice to you. Such amendment(s), addition(s) and/or variation(s) shall take effect from the date stated in the notice. If you do not accept any such amendments, additions and/or variations, you shall forthwith discontinue making use of the relevant Services and/or operating the Account(s), and terminate the Wealth Account and Products and Services in accordance with termination clauses in this Agreement.

38.2 If you continue to make use of the Services (including and not limited to holding, transacting in and/or subscribing for Products after such notification) in the Agreement and/or operate the Account(s), you shall be taken to have agreed to all the amendments, additions and/or variations of terms applicable without reservation or modification.

38.3 The Bank may notify you of any changes to the Agreement by any means below:

- (g) publishing such changes in the statements to be sent to you ;
- (h) displaying such changes at the Bank's branches or automated teller machines;
- (i) posting such changes on the Bank's website;
- (j) electronic mail or letter;
- (k) publishing such changes in any newspapers; or
- (l) such other means of communication as the Bank may determine in its absolute discretion.

### **39 Assignment**

39.1 The Agreement shall be binding on you and your estate, personal representatives and successors in title and on the Bank, its successors-in-title and assigns. The Agreement shall also continue to be binding on you notwithstanding any change in the name or constitution of the Bank, or the consolidation or amalgamation of the Bank into or with any other entity (in which case the terms shall be binding on the successor entity).

39.2 You may not assign any of your rights and interest to the Wealth Account, Wealth Portfolios, Accounts, Products or Services without the express written consent of the Bank.

39.3 The Bank may assign any or all of its rights hereunder to any person the Bank deems fit, or change the office through which any Contract is booked, or through which it makes or receives payments or deliveries for the purpose of any Contract.



### 31 Consent and Discretion

- 40.1 In the Agreement, where the Bank's prior consent, written or otherwise is required to be obtained, such consent may be withheld by the Bank at its absolute discretion.
- 40.2 You agree to provide any information as is necessary to verify your identity and do all things necessary to enable the Bank to comply with applicable anti-money laundering and "know-your-client" laws and regulations. You agree that the Bank shall be held harmless against any loss arising as a result of any delay or failure to process any application or transaction if such information and documentation requested by the Bank has not been provided by you.
- 40.3 The following definitions shall have the following meanings respectively in this Clause 31.3, 31.3A and 31.3B:

**"Affiliate"** means, a corporation related to the Customer including an ultimate holding company as defined under S5 and S7 of the Companies Act 2016;

**"Anti-Corruption Laws"** means the Malaysian Anti-Corruption Commission Act 2009, the Bribery Act 2010 of the United Kingdom, the United States Foreign Corrupt Practices Act of 1977 and any similar laws, rules or regulations issued, administered or enforced by Malaysia, the United States of America, or any other jurisdiction;

**"Anti-Money Laundering Laws"** means the applicable financial record keeping and reporting requirements and the money laundering statutes in Malaysia and each jurisdiction in which the Customer and its Affiliate conducts business or operations, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental or regulatory authority or proceeding by or before any court;

**"Controlled"** means where one person (either directly or indirectly and whether by share capital, voting power, contract or otherwise) has the power to appoint and/or remove the majority of the members of the governing body of another person or otherwise controls or has the power to control the affairs and policies of that other person and that other person is taken to be "controlled" by the first person;

**"Majority owned"** means the holding beneficially or legally of more than 50 per cent. of the issued share capital (or equivalent) or voting rights of such person (excluding any part of that issued share capital (or equivalent) that carries no right to participate beyond a specified amount in a distribution of either profits or capital).

**"Restricted Person"** means, at any time:





- (d) any person listed in any Sanctions related list of designated persons maintained by a Sanctions Authority;
- (e) any person operating, organised, resident, incorporated, registered or legally domiciled in a Sanctioned Country; or
- (f) any person controlled or majority owned by a person described in (a) or (b) above;

**“Sanctioned Country”** means, at any time, a country or territory which is the subject or target of any comprehensive or country-wide or territory-wide Sanctions, including but not limited to North Korea, Iran, Syria, Cuba, Crimea region of the Ukraine and Israel;

**“Sanctions”** means any trade, economic or financial sanctions, embargoes or restrictive measures or related laws or regulations enacted, imposed, administered or enforced from time to time by:

- (g) the United States government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State;
  - (h) the United Nations Security Council;
  - (i) the European Union and any European Union member state;
  - (j) the United Kingdom;
  - (k) the Bank Negara Malaysia ; or
  - (l) any other relevant government authority (including, for the avoidance of doubt, such government authority having jurisdiction over (i) the Customer and/or the Bank (whether based on its jurisdiction of incorporation or the place of its trade, business or other operational activities) or (ii) transaction(s) contemplated by this Agreement),
- (each, a “Sanctions Authority”).

31.3A The Customer hereby represents and warrants to the Bank as follows:

- (e) Neither the Customer, its Affiliate nor any Security Provider(s) (if any), is a Restricted Person;
- (f) none of the proceeds of any Facilities shall be directly or indirectly used for any purpose that would violate any Sanctions or that would fund, facilitate or finance any activities, business or transactions of, or with, any Restricted Person or any Sanctioned Country or be used to finance the purchase or transfer of any military goods or equipment;



- (g) the Customer has implemented and maintains policies and procedures that will ensure compliance with the representations, warranties and undertakings set out in this Clause 31.3, 31.3A and 31.3B;
- (h) the Customer and its Affiliates and any Security Provider(s) are not in breach of any laws and regulations relating to Sanctions.

31.3B The Customer hereby undertakes to the Bank as follows:

- (f) It shall not, whether directly or indirectly, repay any Facilities with funds or assets that:
  - (i) constitute property of, or will be beneficially owned by, any Restricted Person; or
  - (ii) are the direct proceeds derived from any transactions that violate Sanctions applicable to any party hereto.
- (g) It will promptly deliver to the Bank and permit the Bank to obtain the details of any claims, action, suit, proceedings or investigation against it or its Affiliates by any governmental, judicial or regulatory authority with respect to Sanctions to the extent that such details are available to it.
- (h) It shall not (and shall ensure that each of its Affiliates will not) violate any Sanctions and will not conduct or engage in, directly or indirectly, any transaction, conduct, trade, business or other activity that could result in its violation of any Sanctions.
- (i) It shall not (and shall ensure that none of its Affiliates will) directly or indirectly use, or permit or authorise any other person to directly or indirectly use, all or any part of the proceeds of any utilisation of the Facilities or the banking products and services of the Facilities:
  - (iii) for any purpose (directly or indirectly) that would violate any Sanctions or that would fund, facilitate or finance any activities, business or transactions of, or with, any Restricted Person or any Sanctioned Country or which would breach any Anti-Corruption Laws, Anti-Money Laundering Laws or terrorism financing laws; or
  - (iv) in any other manner which could result in the Customer or the Bank being in breach of any Sanctions (if and to the extent applicable to either of them) or becoming subject of any Sanctions.



- (j) It shall (and it shall ensure that each of its Affiliates will) conduct its businesses and maintain policies and procedures that will ensure compliance with Anti-Corruption Laws and Anti-Money Laundering Laws.

40.4 The Customer agrees that the Bank may at any time, without the Customer's prior consent, be entitled to:

- (f) suspend operations of or terminate the provision of the Services or Products, this Agreement, any Contract and/or any and all contractual relationships with the Customer or redeem early the Services or Products;
- (g) restrict, block and/or suspend the Customer's access and/or use of any of the Services or Products (whether in whole or in part), including without limitation the content, offerings, services, products and/or functionalities of the Services and/or any access credentials;
- (h) refuse to enter into, process or complete any transaction or otherwise act on any instruction or request;
- (i) cancel or unwind any transaction or unsettled trades or deals; or
- (j) delay or withhold any dividend, proceeds, interest, return or other payment, and take any action as the Bank considers appropriate, whether wholly or partially and for such duration as the Bank may determine in its sole and absolute discretion without incurring any liability if the Bank suspects that any transaction in connection with the Services or Products:
  - (i) may breach any Applicable Laws and Regulations and/or the Bank's internal policy(ies), including without limitation those relating to anti-money laundering, anti-corruption, counterterrorism, anti-bribery, anti-fraud, tax evasion, embargoes or reporting requirements under financial transactions legislation or economic and trade sanctions;
  - (ii) involves any Restricted Person (natural, corporate or governmental) that is itself connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions; and/or
  - (iii) may directly or indirectly involve the proceeds of, or be applied for the purposes of, conduct which is unlawful in any country (including but not limited to any purpose that would violate any Sanctions or that would fund, facilitate or finance any activities, business or transactions of, or with, any Restricted Person or any Sanctioned Country).

40.5 The Bank may take and instruct any delegate to take any action which it in its sole and absolute discretion considers appropriate so as to comply with any applicable law, regulation, request of



a public or regulatory authority or any policy of the Bank which relates to the prevention of fraud, money laundering, terrorism or other criminal activities or the provision of financial and other services to sanctioned persons or entities. Such action may include but is not limited to the interception and investigation of transactions on Account(s) or in relation to any of the Services or Products, this Agreement, any Contract and any and all contractual relationships with the Customer (particularly those involving the international transfer of funds) including the source of the intended recipient of funds paid into or out of accounts. In certain circumstances, such action may delay or prevent the processing of instructions, the settlement of transactions over the Account(s) or in relation to any of the Services or Products, this Agreement, any Contract and any and all contractual relationships with the Customer or the Bank's performance of its obligations under the Agreement. The Bank need not notify the Customer until a reasonable time after it is permitted to do so under such law, regulation or policy of the Bank, or by such public or regulatory authority.

For the avoidance of doubt, the terms of this Clause apply in addition to and do not derogate from any of the terms set forth in this Agreement.

#### **41 FATCA and CRS Policies**

- 41.1 OCBC Group's Foreign Account Tax Compliance Act (FATCA) Policy (the "FATCA Policy") and OCBC Group's Common Reporting Standard (CRS) Policy (the "CRS Policy") form part of the terms and conditions governing your relationship with the Bank established under the Agreement. The FATCA Policy and the CRS Policy shall be binding on you and you agree to comply with and adhere to the FATCA Policy and the CRS Policy, which are accessible at [www.ocbc.com/policies](http://www.ocbc.com/policies) or available on request. The Agreement is subject to the FATCA Policy and the CRS Policy. Should there be any conflict or inconsistency between any of the contents of the FATCA Policy and/or the CRS Policy and the Agreement, the contents of the FATCA Policy and/or the CRS Policy (as applicable) shall prevail.

#### **42 Warranty on Source of Deposits and FATCA and CRS**

- 42.1 The Account and Services shall not be used as channels for money laundering and terrorism financing and you shall immediately notify the Bank if you suspect that the funds credited into the Account are from unlawful activities. You shall at all times comply with all laws and regulations (including the foreign exchange administration laws and regulations, the Anti-Money Laundering, AntiTerrorism Financing and Proceeds of Unlawful Activities Act 2001 and tax laws) of the jurisdiction, binding upon or applicable to you.



- 42.2 For the Bank's compliance with any taxation related law, regulations or authorities' directions or orders, including those related to the Foreign Account Tax Compliance Act of the United States, and Standard for automatic Exchange of Financial Account Information in Tax Matters developed by the Organisation for Economic Co-operation and Development ("CRS"), (collectively, "Tax Laws") (collectively, "Tax Laws") you:
- 1.4. shall promptly make and procure the relevant person ("Relevant Person") to make such declaration, provide all documents and information to the Bank, and notify the Bank of any changes thereto;
  - 1.5. confirm that you have procured the consent of a Relevant Person for disclosure by the Bank of the Relevant Person's information to any regulatory bodies, government agencies, tax authorities, the police, law enforcement bodies and courts, both within and outside Malaysia, including pursuant to the FATCA and CRS; and
  - 1.6. agree that the Bank may at its sole discretion directly require (without involving you) any Relevant Person to (i) provide or confirm the Relevant Person's information; and (ii) agree to any disclosure and / or waive any applicable restriction on disclosure.
- 42.3 The Bank shall be entitled to among others, deduct from or withhold part of any amounts payable by the Bank in the event you or Relevant Person's non-compliance with the aforesaid provisions.
- 42.4 For FATCA, a Relevant Person refers to a "Consenting Person", which means any person including you, Substantial Owners, your Controlling Persons, any persons who is beneficially interested or financially interested in payments from the Bank. A "Substantial Owner" means (a) with respect to a corporate or entity, certain persons that directly or indirectly own more than 25% of the corporation's stock (by vote or value), (b) with respect to a partnership, certain persons that directly or indirectly own more than 25% of the profits or capital interests in the partnership, and (c) with respect to a trust, certain persons treated as the owner of the trust or treated as holding directly or indirectly more than 25% of the beneficial interests of the trust. A "Controlling Person" means any individual who exercises ultimate effective control over an entity or trust.
- 42.5 For CRS, a Relevant Person refers to you and/or a "Controlling Person", which means any natural person who exercises control over a legal person or a legal arrangement, such as a corporation, partnership, trust or foundation.
- 42.6 For a trust, such term means the settlor, the trustees, the protector (if any), the beneficiaries or class of beneficiaries, and any other natural person exercising ultimate effective control over the trust. For a legal arrangement other than a trust, such term means persons in equivalent or similar positions. The term "Controlling Person" must be interpreted in a manner consistent with the Financial Action Task Force Recommendations. Where no natural person(s) is/are

identified as exercising control of the entity through ownership interests, the controlling person of the entity is deemed to be the natural person who holds the position of senior managing official.

#### **43 Perbadanan Insurance Deposit Malaysia (PIDM)**

43.1 OCBC Bank (Malaysia) Berhad is a member of PIDM.

43.2 Any money withdrawn from an existing insured deposit for the purpose of subsequent purchase of or transfer to one of the following accounts, is no longer protected by PIDM:

- (e) a deposit account payable outside Malaysia;
- (f) a deposit account held by a financial institution conducting Labuan banking business or Labuan Islamic banking business;
- (g) a deposit account held by a non-deposit-taking members; or
- (h) a non-deposit account (including a securities trading account but excluding a takaful or insurance product).

Please refer to the list of insured deposits displayed at the Bank's website at [www.ocbc.com.my](http://www.ocbc.com.my) to find out the list of bank deposits which are protected by PIDM.



## PART B: TERMS AND CONDITIONS GOVERNING DEPOSIT ACCOUNTS AND SERVICES

These terms and conditions form part of the OCBC Premier Banking and OCBC Premier Private Client Terms and Conditions (“**Agreement**”) between you and OCBC Bank (Malaysia) Berhad (“**Bank**”). This Part B contains terms and conditions governing the deposit accounts and services under the Wealth Account. All capitalized terms are defined in Part A of the Agreement, save otherwise defined or stated in this Part B.

### 1 Opening of Accounts

- 1.1 The opening of an Account with the Bank is subject to the approval of the Bank. The Customer shall be bound by such terms and conditions imposed by the Bank from time to time on the opening, maintenance and operation of such Account.
- 1.2 The Customer agrees to open, maintain and operate one Multi Currency Current Account and one Multi Currency Term Deposit for each Wealth Portfolio subject to these terms and conditions.

### 2 Multi Currency Current Account (“MCCA”)

- 2.1 MCCA is a non-chequing current account with the main function as the settlement account for the Customer’s Wealth Portfolio.
- 2.2 All deposits into or withdrawals from MCCA (each, a “Money Transfer”) can only be performed through the Customer’s existing Account(s), in particular, any current or savings account maintained with the Bank (“Day-to-day Banking Accounts”). Therefore, the Customer may not:
  - (a) deposit funds from another bank directly into the MCCA or withdraw funds from MCCA to another bank;
  - (b) deposit cash directly into the MCCA by payment over the counter or through the automated teller machine (ATM), or withdraw cash directly from the MCCA by withdrawal over the counter or through ATM.

Thus, Customer shall be responsible to maintain their Day-to-day Banking Accounts for as long as the MCCA is maintained.

- 2.3 Money Transfer may be performed through such means and channels as may be availed by the Bank from time to time, subject to compliance with the procedures imposed by the Bank and different set of terms and conditions which govern the channel used to perform the Money Transfer.
- 2.4 Each Day-to-day Banking Account is denominated in one single currency while each MCCA is denominated in multiple currencies. The Bank reserves the right to determine and vary from time to time, the currencies and number of currencies in which the MCCA is availed. The Bank



may add to or remove from or replace any of the currencies in which the MCCA is availed by giving prior notice to the Customer.

2.5 All Money Transfers will be performed without any currency conversion. The Customer may request the Bank to perform currency conversion in relation to the available and freely transferable cleared funds within the MCCA, at the Bank's prevailing foreign currency exchange rates and subject to payment of such applicable fees and charges. To explain and illustrate further:

- (a) Money Transfer from a Ringgit Malaysia Day-to-day Banking Account to the MCCA will remain denominated in Ringgit Malaysia in the MCCA without conversion;
- (b) Money Transfer from a United States Dollar Day-to-day Banking Account to the MCCA will remain denominated in United States Dollar in the MCCA without conversion;
- (c) Money Transfer of funds denominated in Ringgit Malaysia in the MCCA has to be made to a Ringgit Malaysia Day-to-day Banking Account;
- (d) Money Transfer of funds denominated in United States Dollar in the MCCA has to be made to a United States Dollar Day-to-day Banking Account. If the Customer only maintains a Ringgit Malaysia Day-to-day Banking Account, the Customer must perform either of the following:
  - (i) Request the Bank to convert the available and freely transferable cleared funds in the MCCA from United States Dollar to Ringgit Malaysia and thereafter perform Money Transfer of the Ringgit Malaysia funds from the MCCA to his Ringgit Malaysia Day-to-day Banking Account; or
  - (ii) Open a United States Dollar Day-to-day Banking Account and thereafter perform Money Transfer of the United States Dollar funds from the MCCA to the newly opened United States Dollar Day-to-day Banking Account.

2.6 The Customer may use available and freely transferable cleared funds in the MCCA for:

- (a) Placement(s) into Multi Currency Term Deposit (MCTD); or
- (b) Investment purchase(s); or
- (c) Money Transfer to the MCCA(s) in other Wealth Portfolio(s) in the Customer's Wealth Account.

2.7 The Customer authorizes the Bank to debit from the MCCA for all the following, whichever apply:

- (a) fees, charges, commissions and other expenses incurred for the investment purchases and related services such as custody services, details as set out in the bank's list of fees and charges;
- (b) interest and other fees and charges incurred under the Facility;





- (c) repayment of sums due under the Facility; and
- (d) otherwise in accordance with the terms and conditions contained in other Parts of the Agreement, including any Facility Letter, Financing Documents and Security Documents.

2.8 The following, whichever apply, will be credited into the MCCA:

- (a) Any interest payable on the credit balance in the MCCA;
- (b) Any interest and proceeds arising from withdrawal or maturity of the MCTD;
- (c) Any incomes, earnings, coupon, dividends, etc. from the investment products;
- (d) Proceeds arising from redemption or maturity of the investment products;
- (e) Drawing of Facility, if any; and
- (f) otherwise in accordance with the terms and conditions contained in other Parts of the Agreement, including any Facility Letter, Financing Documents and Security Documents.

### **3 Multi Currency Term Deposits (“MCTD”)**

- 3.1 A Customer may only make a placement in the MCTD as Collateral to secure the Customer’s Liabilities and Indebtedness (including but not limited to those arising from any Facilities extended by the Bank to the Customer and in respect of any trades or transactions entered into with or for the Customer, or for the Customer's Wealth Account and/or Wealth Portfolio(s)).
- 3.2 Each MCTD is denominated in multiple currencies. The Bank reserves the right to determine and vary from time to time, the currencies and number of currencies in which the MCTD is availed. The Bank may add to or remove from or replace any of the currencies in which the MCTD is availed by giving prior notice to the Customer. The Bank may impose and vary from time to time such minimum placement amount and minimum tenure as the Bank may determine.
- 3.3 Funds withdrawn from MCCA for placement into MCTD is without currency conversion provided that the currency of placement is the same. However, the Customer may request the Bank to perform currency conversion of available and freely transferable cleared funds within MCCA at the Bank’s prevailing foreign currency exchange rates and subject to payment of such applicable fees and charges, before the funds in the converted currency is withdrawn from MCCA and placed into the MCTD.
- 3.4 MCTD transactions shall be made through such channels availed by the Bank from time to time. All placements into the MCTD must be funded from the MCCA and withdrawals from MCTD must be deposited into the MCCA. Any currency conversion requested by the Customer may only be performed in respect of available and freely transferable cleared funds in the MCCA.
- 3.5 MCTD transactions will only be accepted by the Bank on a Business Day. Notwithstanding the foregoing, the Bank may accept MCTD transactions on Saturdays and Sundays (other than a



gazetted public holiday) at branches designated by the Bank from time to time. However, the Value Date for each MCTD transaction falls on a day within two (2) Business Days from the transaction date as notified to the Customer.

- 3.6 A Contract Note will be generated for each MCTD placement, in such form as may be availed by the Bank. The Contract Note is only an evidence of deposit and not a document of title and thus cannot be pledged as security. Immediate written notice should be given to the Bank if the Contract Note is not generated and received by the Customer.
- 3.7 Interest on the MCTD, if any, is calculated daily and payable upon maturity.
- 3.8 If the maturity date of a MCTD denominated in:
- (a) Ringgit Malaysia falls on a Saturday, Sunday or a Malaysia National Holiday, then the MCTD shall be deemed to mature on the next Business Day and will be renewed from the latter day;
  - (b) any other currency falls on a Saturday, Sunday, Malaysia National Holiday, Kuala Lumpur Holiday (Headquarters' Holiday) or the currency's holiday, then the MCTD shall be deemed to mature on the next Business Day and will be renewed from the latter day.
- 3.9 MCTD may only be withdrawn upon full settlement of the Customer's Liabilities and Indebtedness (including but not limited to those arising from any Facilities extended by the Bank to the Customer and in respect of any trades or transactions entered into with or for the Customer, or for the Customer's Wealth Account and/or Wealth Portfolio(s)) or otherwise subject to Bank's approval on such terms and conditions as may be imposed by the Bank.
- 3.10 A Customer may, subject to Bank's approval, give any one of the following instructions to be carried out upon maturity of the MCTD:
- (a) both principal and interest earned to be renewed as a MCTD at the same tenure; or
  - (b) interest earned to be credited into the Customer's MCCA while the principal is renewed as MCTD at the same tenure; or
  - (c) both principal and interest earned to be credited into the Customer's MCCA and the MCTD is not renewed.
- 3.11 This Clause shall be read subject to Clause 5 below in this Part. The Customer may not withdraw any such monies (whether in whole or in part) before the maturity date of the MCTD. If the Bank does not receive any maturity instruction from the Customer by at least (1) Business Day before the maturity of the MCTD or unless the monies are withdrawn at maturity, the MCTD will be automatically renewed for the same tenure as the original placement and at the prevailing interest rate at the point of renewal.



#### **4 Interest on Deposits**

- 4.1 Subject always to Clause 4.2 below and where applicable, the Bank will pay interest at its prevailing interest rate for MCCA and MCTD respectively calculated on daily balances on a 365-day or a 360-day basis, depending on the currency involved or on such basis as may be determined by the Bank in its discretion. For avoidance of doubt, the prevailing interest rate is subject to change from time to time by the Bank in its discretion. Interest will be credited at such intervals as determined by the Bank from time to time. Interest will only accrue on balances that have been successfully credited based on the Value Date which may fall on the Transaction Date, next Business Day or following Business Day. For the purposes of this Clause, the date of transaction is referred to as the Transaction Date, and the Value Date refers to the date the transaction is successfully completed by the Bank.
- 4.2 In respect of MCTD, interest (if any) will accrue on monies placed with the Bank on MCTD for the period and at the rate specified in the Contract Note.

#### **5 Collateral**

- 5.1 The Customer acknowledges and agrees that all credit balances and deposits in the MCCA and MCTD form part of the Collateral to secure the Liabilities and Indebtedness (including but not limited to those arising from any Facilities extended by the Bank to the Customer and in respect of any trades or transactions entered into with or for the Customer, or for the Customer's Wealth Account and/or Wealth Portfolio(s)). Where applicable, the MCCA and MCTD shall be further subject to the terms and conditions in the Facility Letter, Financing Document and the Security Document, as the case may be.
- 5.2 Any request for substitution or withdrawal of any Collateral, including credit balances and deposits in the MCCA and MCTD, may be made by the Customer and the Bank may consent or refuse such request subject to maintenance of the Margin and such other terms and conditions (if any) as the Bank may require.

#### **6 Withdrawals**

- 6.1 Subject always to Clause 5 above:
- (c) withdrawals may be made only upon the Bank receiving withdrawal instructions satisfactory to it and the Customer shall be liable on all such instructions irrespective of whether the relevant Account is in credit or otherwise, provided that the Bank is not bound to honour any withdrawal request if there are insufficient funds in the Customer's Account in the absence of any express agreement to the contrary. The Bank shall not be obliged to act on any instructions relating to the withdrawal of the deposit even when there are sufficient funds, when the funds are earmarked or withheld for purposes including but not limited to legal, regulatory, statutory or judicial requirements, provisioning of Products and



Services. Except with the prior written consent of the Bank, no withdrawal may be made otherwise than in writing and signed in accordance with specimen signatures and authorisations received by the Bank; and

- (d) withdrawals by the Customer shall be made in such manner and the Customer shall comply with such procedures as the Bank may determine from time to time at its sole and absolute discretion.

6.2 Subject always to Clause 5 above, premature withdrawal of MCTD, in full or in part, may be allowed subject to the terms and conditions set by the Bank as follows:

- (a) For full premature withdrawal: No interest is payable upon full premature withdrawal of MCTD, regardless of the number of completed months at the time of premature withdrawal.
- (b) For partial premature withdrawal: Each partial withdrawal shall reduce the principal sum of the MCTD. No interest will be paid for the partially withdrawn amount. The Customer shall only be entitled to interest on the amount of principal sum held until maturity of the MCTD.

## **7 Overdrawing**

7.1 No overdrawing is allowed unless the Customer has made prior arrangement with the Bank. Interest for overdrawing a MCCA shall be calculated based on daily debit balances at the rate determined by the Bank and shall be paid on demand. You hereby irrevocably authorize the Bank to debit your MCCA for such interest, as and when there are credit balances in the MCCA.

## **8 Foreign Exchange Risk**

8.1 The Customer confirms and acknowledges that:

- (a) where any deposit is converted into any currency other than the currency of the original deposit at the Customer's request at any time, the value of the deposit credited to the Customer's Account may diminish as a result of foreign exchange fluctuations; and
- (b) any increase or decrease in the value of the deposits as a result of a fluctuation in the exchange rate affecting such currency will be entirely for the Customer's account and risk.

8.2 The Customer will comply with all the following conditions, overnight limits and regulations which are subject to change by Bank Negara Malaysia from time to time. The Bank may impose any other conditions and/or overnight limits for purpose of controlling and monitoring.

8.3 The Bank may reject or reverse any deposits or proceeds in the absence of clear and specific instructions or which may result in a breach of the aforesaid conditions or overnight limits (including caused by crediting of interest or fluctuations in exchange rate).



- 8.4 The opening and operation of the foreign currency denominated MCCA and MCTD are also subject to the banking practices and laws of Malaysia, Foreign Exchange Notices issued pursuant to Section 214 of the Financial Services Act 2013, rules of the Association of Banks in Malaysia and the rules and regulations of other regulatory bodies.
- 8.5 The Customer shall undertake to ensure compliance to all applicable Foreign Exchange Notices at all times for all transactions performed for Account(s) maintained with the Bank.

## **9 Dormancy and Unclaimed Monies**

- 9.1 If the Customer does not initiate any transaction or activity within his/her Wealth Portfolio within such period specified by the Bank, the Wealth Portfolio will turn dormant, including the MCCA and MCTD within the Wealth Portfolio.
- 9.2 When a Wealth Portfolio turns dormant, the Customer will be required to activate the dormant Wealth Portfolio by performing such acts required by the Bank, before the Customer may be allowed to perform any transaction or activity within the Wealth Portfolio, including the MCCA and MCTD within the Wealth Portfolio. This is without prejudice to the Bank's rights (but not obligation) to terminate and close a dormant Wealth Portfolio, including the MCCA and MCTD in the Wealth Portfolio, after giving prior notice to the Customer.
- 9.3 If the Bank does not terminate and close a dormant Wealth Portfolio, then after the Wealth Portfolio has turned dormant for 7 years, the assets in the Wealth Portfolio (if any), including credit balances and deposits in the MCCA and MCTD in the Wealth Portfolio (if any), will be handled in accordance with the Unclaimed Monies Act 1965. Thereafter, the Bank may in its discretion terminate and close the Wealth Portfolio, including the MCCA and MCTD in the Wealth Portfolio, after giving prior notice to the Customer.

## **10 Perbadanan Insurans Deposit Malaysia (PIDM)**

MCCA and MCTD are protected by PIDM up to RM 250,000 for each depositor.

For more information, refer to the PIDM information brochures that are available at branches or go to the website at [www.pidm.gov.my](http://www.pidm.gov.my).



## **PART C: TERMS AND CONDITIONS GOVERNING INVESTMENT PRODUCTS AND SERVICES**

These terms and conditions form part of the OCBC Premier Banking and OCBC Premier Private Client Terms and Conditions (“**Agreement**”) between you and OCBC Bank (Malaysia) Berhad (“**Bank**”). This Part C contains terms and conditions governing the investment products and services under the Wealth Account. All capitalized terms are defined in Part A of the Agreement, save otherwise defined or stated in this Part C.

### **PART C1: RISK DISCLOSURE STATEMENT**

### **PART C2: TERMS AND CONDITIONS GOVERNING NEGOTIABLE INSTRUMENTS OF DEPOSITS**

### **PART C3: TERMS AND CONDITIONS GOVERNING STRUCTURED INVESTMENTS**

### **PART C4: TERMS AND CONDITIONS GOVERNING UNIT TRUST INVESTMENT SERVICES**

### **PART C5: TERMS AND CONDITIONS GOVERNING TRANSACTIONS IN BONDS**

### **PART C6: TERMS AND CONDITIONS GOVERNING FX TRANSACTIONS**

### **PART C1: RISK DISCLOSURE STATEMENT**

#### **Risk Disclosure for Structured Investments**

- 1.14 You agree to be solely responsible for considering carefully and seeking advice from your legal, regulatory, tax, business, investment, financial, accounting and other professional advisers as may be required regarding the risks of the Structured Investments before entering into any Structured Investments transactions with, or subscribing for any Structured Investments from, the Bank from time to time.
- 1.15 You agree that:
- (c) each Structured Investment is transacted with the Bank on the basis that you have read, fully understood the features, risks and agreed to these Terms and Conditions Governing Structured Investments (read together with the General Terms applicable to all Products and Services) and the contents of the Risk Disclosure Statement. You acknowledge and confirm to the Bank that you have read the Risk Disclosure Statement and understand and accept the risks involved in transacting Structured Investments with the Bank from time to time; and
  - (d) in addition to the foregoing, you further agree that each Structured Investment is also conditional upon your acceptance and acknowledgement of any specific risk disclosure statement in such other documents which the Bank may furnish from time to time.

#### **Specific Risk Disclosure for Structured Investments**



- 1.16 Returns are not guaranteed. The rate of returns of each Structured Investment is not fixed or certain and is subject to fluctuations. The returns can be substantially lower than deposit rates or even zero for the entire tenure of the investment as the rate of returns is dependent on the performance of the underlying asset or rate or index linked to the investment.
- 1.17 Where the Structured Investment has a conversion feature and is Non-Principal Protected - the Non-Principal Protected Structured Investment is a non-traditional investment comprising two key features – firstly, an investment in an investment/base currency and secondly, a possible payment or delivery, as the case maybe of the investment (both principal and returns) in an Alternate Currency or underlying reference to which the investment is linked, at a pre-agreed exchange rate or pre-agreed Strike Rate and not at the prevailing exchange rate or price. It carries with it risks of fluctuation in the alternate currency or underlying reference to which the investment is linked.
- 1.18 If you hold the Structured Investment to maturity, the entire principal amount invested will be repaid to you on maturity date, only if the Structured Investment is stated as Principal Protected.
- 1.19 Where the Structured Investment has a “Callable” feature, you fully understand that the Bank has the option (i.e. a right but no obligation) to early terminate this Structured Investment. If the Bank exercises the early termination option, the Structured Investment will be early terminated before the stated maturity date with repayment of principal amount plus accrued returns on the early termination date selected by the Bank.
- 1.20 The net returns from a Structured Investment would also be affected by the transaction costs (i.e. commission, fees and other charges) charged by the Bank and applicable withholding taxes.
- 1.21 Different investment may have different tax implications and the tax implications may be dependent on your business activities and the transaction in question. You should consult your tax adviser to understand the tax implications.
- 1.22 You would incur additional risk of currency fluctuations if the transaction involves different currencies or where you carry on your business or keep your accounts in a currency other than the base currency in which the transaction is denominated.
- 1.23 You are taking the credit risk of the Bank not being able to fulfill its payments obligations under the Structured Investments’ transactions.



- 1.24 Structured Investments which involve your sale of an option to the Bank in exchange for higher returns or premium can be very risky. If you sell an option, the risk can be unlimited and disproportionate to the premium or higher returns offered by the Bank. By selling an option, you will be locked in at the pre-agreed strike price for the duration of the Structured Investments and you will give up any gains resulting from any increase or decrease in price of the underlying asset compared to the pre-agreed strike price.
- 1.25 There are differences between normal deposit and Structured Investments.
- 1.26 Any complaints against Structured Investments may be made to the Securities Commission ("SC"), by contacting the SC's Complaints Department:
- (e) via phone to the Aduan Hotline 03-6204 8999
  - (f) via fax to 03-6204 8991
  - (g) via e-mail to [aduan@seccom.com.my](mailto:aduan@seccom.com.my)
  - (h) via online complaint form available at [www.sc.com.my](http://www.sc.com.my)
- 1.16 No Claim on Capital Market Compensation Fund: You cannot claim compensation from the Capital Market Compensation Fund under the Capital Markets & Services Act, 2007 for any losses that you suffer as a result of any wrongdoing or fraud or misuse of moneys by the directors, officers, employees or representatives of the Bank. You can refer to the Bank's Dispute Resolution Process at [www.ocbc.com.my](http://www.ocbc.com.my) if you suffer monetary loss in the above circumstances.
- 1.17 You can lodge a complaint with the Securities Industry Dispute Resolution Center (SIDREC) at [www.sidrec.com.my](http://www.sidrec.com.my) within 180 days of receiving a financial decision from the Bank if you are not satisfied with the Bank's decision.

#### **Risk Disclosure for Negotiable Instruments of Deposit ("NID")**

- 1.4 Each Negotiable Instruments of Deposit is accepted by the Bank on the basis that you have read, fully understood and agreed to these Terms and Conditions Governing Negotiable Instruments of Deposits (read together with the General Terms applicable to all Products and Services) and these Specific Risk Disclosure for Negotiable Instruments of Deposits. You acknowledge and confirm to the Bank that you have read the Risk Disclosure Statement Pertaining to Negotiable Instruments of Deposits (read together with the General Terms applicable to all Products and Services) and understand and accept the risks involved in placing Negotiable Instruments of Deposits with the Bank from time to time.
- 1.5 In addition to the foregoing, you further agree that each Negotiable Instruments of Deposit is also conditional upon your acceptance and acknowledgement of any Specific Risk Disclosure





Statement in the Confirmation, the Term Sheet and / or such other documents which the Bank may furnish to you from time to time.

- 1.6 You agree to be solely responsible for considering carefully and seeking advice from your legal, regulatory, tax, business, investment, financial, accounting and other professional advisers as may be required regarding the risks of each Negotiable Instruments of Deposit before placing such Negotiable Instruments of Deposit with the Bank from time to time.

### **Specific Risk Disclosure for NIDs**

#### **1 Risk Warning Statement**

This NID is principal guaranteed by the Issuing bank upon maturity only. If the NID is redeemed or sold prior to maturity, you may lose part of the initial deposit amount. The returns on this NID is uncertain and you risk earning no returns at all. You are reminded that this NID is not insured by PERBADANAN INSURANS DEPOSIT MALAYSIA.

#### **2 Own Evaluation of Suitability of NID/FRNID by Depositor**

You acknowledge (that the Bank does not hold itself out as advising or any of its employees or agents as advising or having the authority to advise you as to whether or not you should enter into any NID/FRNID and or any subsequent actions relating thereto or any other commercial matters concerned with such Investment.

#### **3 Contractual Terms**

You shall have the responsibility to fully understand the terms and conditions of the NID/FRNID to be undertaken, including the circumstances under which you may become obligated to make or take delivery of the underlying subject matter. You should therefore familiarise yourself with the terms and conditions of any agreement, contract or confirmation that you may enter into with the Bank. You must fully understand your rights and obligations under that agreement, contract or confirmation. You should consult your legal adviser or lawyer to fully understand your rights and obligations.

#### **4 Transaction costs**

Your net returns from NID/FRNID would also be affected by the Bank's fees and charges, the transaction costs (i.e. commission, fees and other charges) charged by the Bank and the counterparty and applicable withholding taxes.

#### **5 Bank under no obligation to buy its own NID/FRNID**



The Bank is not obliged to repurchase a NID/FRNID from you. You may not be able to liquidate a NID/FRNID prior to its stated Maturity Date if there are no interested buyers. As transactions are customised and not fungible, engaging in a transaction with another party to offset a transaction you have entered into with the Bank will not automatically close out those positions (as would be true in the case of equivalent exchange traded futures and options) and will not necessarily function as a perfect hedge.

## **6 Price Risks**

The normal pricing relationships between the underlying NID/FRNID and the financial derivatives may not exist in certain circumstances. The absence of an underlying reference price may make it difficult to assess “fair” value and hence negotiate or sell the NID/FRNID in the secondary market. As the prices and characteristics of the NID/FRNID are individually negotiated and there may not be a central source for obtaining prices from other sources, there can be inefficiencies in their pricing. The Bank is under no obligation to quote prices for transactions in the secondary market and the Bank makes no representation or warranty and bears no responsibility or liability whatsoever, for prices quoted or that prices quoted by the Bank is correct or the best prices available to you. You have to make your own evaluation of the pricing and should take independent advice from your accountants, tax consultants, lawyers or other professionals. The Bank may make returns from the NID/FRNID no matter what result the transaction has from your point of view.

## **7 Tax Risks**

Before entering into any NID/FRNID, you should understand the tax implications of doing so. Different NID/FRNIDs may have different tax implications and the tax implications may be dependent on your business activities and the transaction in question. You should consult your tax adviser to understand the tax implications.

## **8 Investment Risks**

You shall be fully responsible for monitoring the performance and continuing appropriateness of your NID/FRNID. The Bank and its affiliates (including related companies) may hold positions in assets, securities, currencies, interest rates or other derivatives for itself or other clients which may not be consistent with any advice given by its employees or officers. Any risks associated with and any losses suffered as a result of the Bank establishing any NID/FRNID on your instructions are for your account and is your sole responsibility.

## **9 No certainty in interest payments**

You understand that NID/FRNIDs are a non-traditional deposit comprising three essential features which pose investment risks – firstly, the deposit is subject to an interest rate formula,



secondly, no certainty on interest payments and the possibility of zero interest in the worst case scenario for any applicable interest period and thirdly, a possible early termination of the NID/FRNID by the Bank if the NID/FRNID is callable.

**10 Nominal value of NID/FRNID amount repaid on stated Maturity Date**

You understand that the nominal value of the NID/FRNID will be repaid to you on the stated Maturity Date provided you hold the NID/FRNID up to Maturity Date.

**11 Negotiating NID/FRNID in secondary market may incur capital losses**

You understand that negotiating or selling a NID/FRNID before its stated Maturity Date may result in diminution in the nominal value of the NID/FRNID. The loss is unascertainable and depends on the prevailing market condition.

**12 Early Redemption by Bank**

If the NID/FRNID has callable features, the Bank is entitled (**but is under no obligation**) to redeem the NID/FRNID in the manner and at such times stated in the Term Sheet. The Bank also reserves the absolute right to redeem NID/FRNIDs on any interest payment date and repay to you the nominal value together with interest proceeds (if applicable).

**13 Risks of Interest Fluctuation**

You understand and acknowledge that the tenor of the NID/FRNIDs and the interest rate is subject to the risk of fluctuations and there is a risk of zero interest. You have carefully and independently studied the interest rate movements, rate of return, understand the risks arising from movements in the rate of return and confirm that the NID/FRNID is suitable in light of your own financial and investment objectives.

**14 NID/FRNID for Hold-To-Maturity**

You understand that you should not establish any NID/FRNIDs with the Bank unless you have sufficient funds or liquidity so as to enable you to hold the NID/FRNID with the Bank until the Maturity Date. Any sale of the NID/FRNIDs by you prior to the Maturity Date may result in you receiving less than the nominal value.

**15 Market Risk**

Payments or receipts under an NID/FRNIDs will be linked to changes in the value of one or more financial or commodity market prices, rates or indices or other underlying subject matter to which the NID/FRNID is linked and you will be exposed to price volatility in that market or subject matter. Such changes, which can be sudden and large, may cause you to suffer



significant losses both in terms of the amounts you have to pay under the terms of the transaction being greater than the amounts you receive and the amount it might cost you to sell or unwind the NID/FRNID prior to its stated Maturity Date. Where a NID/FRNID is "structured" or made up of several instruments, you should be aware that there is risk associated with each instrument evaluated separately and the risk of the transaction evaluated as a whole.

## **16 Economic Risk**

The prices and characteristics of over-the-counter transactions are individually negotiated and there is no central source for obtaining prices, there are inefficiencies in transaction pricing. The Bank consequently cannot and do not warrant that its prices or the prices it secures for you are or will at any time be the best price available to you. The Bank may make returns or profits from a transaction with you no matter what result the transaction has from your point of view.

## **17 Currency Risk**

You would incur additional risk of currency fluctuations where you effect NID, FC NIDs or FRNIDs involving different currencies, or where you carry on your ordinary business or keep your accounts in a currency other than the base currency in which the transaction is denominated.

## **18 Risks on Option Transactions**

Option transactions can be very risky and can be extensively customised. You should pay particular attention to the terms governing an option, especially to the terms on which an option may be exercised. If you are the purchaser of an option and fail to exercise the option or if the purchased option expires worthless, you will sustain a total loss of the option premium and transaction costs in purchasing the option. If an option is exercised by you, you would obtain a corresponding position in the underlying subject matter of such option. The risk of selling (writing) options is considerably greater than the risk involved in buying options. If you buy an option, you cannot lose more than the premium. If you sell (write) an option, the risk can be unlimited. If the purchaser exercises the option, your obligation is to settle the option in cash or acquire or deliver the underlying contract. If the option is covered by a corresponding position in the underlying contract or by another option, the risk may be reduced and if the option is not covered your possible loss will be unlimited. The seller of a call option who does not have a long position in the underlying contract is subject to risk of loss should the price of the underlying contract be higher than the strike price upon exercise or expiration of the call option by an amount greater than the premium received for selling the call option. If you have a long position in the underlying contract, you are subject to the full risk of decline in the price of the underlying contract reduced by the premium received. In exchange for the premium



received for selling the call option, you give up all potential gain resulting from an increase in the price of the underlying contract above the strike price. The seller of a put option who does not have a short position in the underlying contract is subject to risk of loss should the price of the underlying contract decrease below the strike price upon exercise or expiration of the option by an amount in excess of the premium received for selling the put option. If you have a short position in the underlying contract, you are subject to the full risk of a rise in the price of the underlying contract reduced by the premium received. In exchange for the premium received for selling the put option, you give up all potential gain resulting from a decrease in the price of the underlying contract below the strike price.

## **19 Securities**

Where the NID/FRNID is linked to indices or other assets, you will be exposed to the volatility of the various stock exchanges or other financial markets in which the shares, stocks, warrants, bonds, debentures, notes, debt securities and other securities (collectively the "securities") are traded. In particular, the value of securities may experience downward movements and may under some circumstances even become valueless. There is therefore an inherent risk that losses rather than interest payments may be incurred as a result of buying or selling securities or buying or selling options on securities. In particular, you should refer to the paragraph on Market Risk to understand the impact which market forces may have on the securities. The Bank is entitled to act upon your instructions and you cannot assume that the Bank will warn you if your instructions are ill-timed or inadvisable for any reason or if the instructions are likely to cause you loss.

## **20 Credit Risk**

You are taking on the Bank's credit risk. You are placing funds with the Bank and are therefore relying on the Bank's ability to pay any interest amount on interest payment date, if applicable, and the redemption amount on the maturity date.

### **Risk Disclosure for Fund**

- 1.12 You acknowledge that the Funds are subject to investment risks and market risks, including possible loss of the principal amount invested. You represent and warrant that you understand and are fully aware of the risks involved in investing in Units and in the Fund and that you will obtain from either the Bank or the relevant Manager or Fund up-to-date versions of the Prospectus 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 you to the Bank. You acknowledge and agree that the Bank shall have no liability or responsibility whatsoever to you for any error, misstatement or omission in any Prospectus or materials prepared by or issued by any Manager or Fund.



- 1.13 You acknowledge the desirability of seeking independent financial or professional advice with respect to any dealing in Units or Fund or investments or investment opportunities. You acknowledge that any dealings in the Fund or Units is yours solely and exclusively based on your own judgment and after your own independent appraisal and investigation into the risks associated with such dealings or otherwise.

#### **Risk Disclosure for Bonds**

- 1.1 The Bonds are subject to the actual and perceived measures of credit worthiness of the issuer and the guarantor (if applicable). There is no assurance of protection against a default by the issuer / guarantor (if applicable) in respect of repayment obligations. In the worst case scenario, you might not be able to recover the principal and any profit if the issuer and the guarantor (if applicable) default on the bond. If the Bond is redeemed or sold prior to maturity, you may lose part of the principal.
- 1.2 For the opportunity to earn potentially higher returns than would be possible with a fixed deposit, you must be willing to accept the extra risks that apply to the original investment amount and the interest that the investment earns.

For convertible bonds only:

- (c) You have the right to convert convertible bonds into ordinary shares. The terms of the conversion are set out in the bond agreement when the bonds are issued.
- (d) The prices of convertible bonds are also affected by movements in the price of the common stock which the bond can be converted into. Generally, when the price of the common stock falls, the prices of the convertible bonds also fall.

For perpetual bonds only:

- (c) Perpetual bonds do not have a fixed maturity date and the issuer has no obligation to redeem (repay the original investment) them.
- (d) Perpetual bonds are more sensitive to movements in interest rates, so their prices are less predictable than a bond with a fixed maturity date.
- 1.14 There are foreign exchange rate risks for investing in a currency that is different from your base currency. The risks can result in a loss of your original investment.
- 1.15 You could lose some or all of your original investment if the issuer goes into default (for example, it goes into liquidation or is declared bankrupt). This means you are not guaranteed to receive the money you originally invested.
- 1.16 Prices for bonds are affected by movements in interest/profit rates. Generally, when interest/profit rates rise, prices of bonds will fall. If bonds are sold before the maturity date,



when interest/profit rates are rising, you could suffer a substantial loss on your original investment.

- 1.17 Bonds can be redeemed (the original investment can be recovered) by the issuer before the maturity date. If this happens, the issuer will return your original investment in cash. If you decide to re-invest the money you receive in another bond, the market conditions that apply at that time may not be as good as they were when you made your original investment.
- 1.18 You may be exposed to liquidity risk when you face difficulty in finding a buyer when you want to sell your bonds. Therefore, you could suffer a substantial loss on your original investment as you sell at a significant discount to market value.
- 1.19 If you sell the bond before the maturity date, the sale price will depend on the prevailing market prices and these can be higher or lower than the initial purchase price. You may suffer a substantial loss on your original investment if the current price is substantially lower than initial purchase price.
- 1.20 If you wish to sell the bond purchased through the Bank, the Bank may repurchase it on best effort basis based on the prevailing market price under normal market circumstances, but the buying price may differ from the original selling price due to changes in market conditions.
- 1.21 The secondary market for the bond may not provide significant liquidity or may trade at prices based on the prevailing market conditions and may not be in line with your expectations.
- 1.22 If the bond is early redeemed, you may not be able to enjoy the same rates of return when you re-invest the proceeds in other investments.

## **PART C2: TERMS AND CONDITIONS GOVERNING NEGOTIABLE INSTRUMENTS OF DEPOSITS**

### **1 Establishment of Negotiable Instruments of Deposits ("NIDs")**

- (g) The Bank may from time to time accept deposits in Ringgit Malaysia or foreign currency (each a "Deposit") from you and issue to the person who makes the deposit to or makes the primary purchase of the NID from the Bank ("Depositor" or "you") a NID, at par, at a premium or at a discount. NIDs may be denominated in Ringgit Malaysia ("Ringgit NID") for Ringgit deposits and/or NIDs denominated in foreign currency ("FCNID") for foreign currency deposits.
- (h) You represent and warrant to the Bank that the source(s) of funds used for the Deposit is lawful under the laws and regulations (including the foreign exchange administration laws and regulations) of the jurisdiction binding upon or applicable to you and you will take all necessary actions to ensure that such laws or regulations will not be contravened and will be complied with at all times.



- (i) Unless otherwise stipulated by the Bank, Ringgit NID and FC NID shall have a nominal value more than RM60,000 (Ringgit Malaysia Sixty Thousand) or the foreign currency equivalent to the RM values.
- (j) The classes of NIDs which may be issued by the Bank and traded in the market include ShortTerm NIDs (SNID), Long-Term NIDs (LNIDs), Zero-Coupon NIDs (ZNIDS) and Floating Rate NIDs (FRNIDs) and NIDs from any of these classes or such other classes as may be permitted from time to time by BNM, may be issued by the Bank subject to the Bank's specifications, terms and conditions for the NID set out in the relevant Term Sheet and in the NID certificate and these terms and conditions.
- (k) You appoint the Bank to act, and the Bank so acts, as the Authorised Depository for all NIDs issued by the Bank and such NIDs must be held at all times in the custody of the Bank as the Authorised Depository. The NIDs will be maintained in your Wealth Portfolio subject to these Terms and Conditions and such other rules and guidelines regulating Authorised Depositories (as amended varied or supplemented from time to time) laid down by BNM or other relevant regulatory authority or body from time to time.
- (l) Notwithstanding anything herein contained, the Bank has the absolute discretion not to proceed with the issuance of any NIDs on or before its issue date, for any reasons whatsoever, including without limitation, changes in market conditions, the lack of or insufficiency of deposits to achieve the returns or because the Bank's deposit target is not met.

## **2 Payment of Coupon and Redemption of NIDs (where Bank is issuer of NID)**

- (g) The Bank as the issuer and Authorised Depository of the NID will pay the coupon (payable on each interest payment date) and the nominal value of the NID (payable on the maturity date of the NID) to the Depositor or Bearer as the case may be, by 11.00am on the interest payment date or the maturity date, as the case may be, or such later time as may be permitted under the Guidelines.
- (h) If an interest payment date or the maturity date falls on Saturday or Sunday or known public holiday, the coupon proceeds or the nominal value as the case be, shall be payable on the next Business Day, but if the next Business Day crosses into the next month, the interest payment date will be the preceding Business day before the interest payment date.
- (i) If an interest payment date or the maturity date, falls on an unexpected holiday in Kuala Lumpur and the financial center of such currency of the NID, the coupon proceeds or the nominal value as the case be, shall be payable on the next Business Day, irrespective whether the next Business Day crosses into the next month. The Bank will pay compensatory interest calculated in the manner prescribed under the Guidelines only





for the specific classes of NIDs which the Bank is required under the Guidelines to pay such compensatory interest.

- (j) All payments by the Bank as the issuer and Authorised Depository of the NID, including coupon and the nominal value of the NID, will be credited into the Depositor's MCCA (or Multi Currency Current Account, as defined in and governed by the terms and conditions in Part B of the Agreement) opened under the Wealth Portfolio in which the NID is maintained.
- (k) The Bank may issue NIDs with callable features in which the Bank reserves the right (but has no obligation) to prematurely redeem the NID subject to the conditions stipulated under the Guidelines. In addition to the aforesaid, the Bank may purchase and redeem its own NID prior to its maturity date subject to the NID having been issued and outstanding for at least 1 calendar month provided always if the NID is a FRNID, the Bank may only redeem the NID prematurely on an interest payment date. Upon redemption of the NID or if the NID has been called by the Bank, it shall be cancelled.
- (l) Save as provided in Clause 2(e) above, the Bank shall not buy its own NID and a person shall not sell to the Bank a NID issued by the Bank.

### **3 Denomination, Splitting and Combination of NIDs issued by the Bank**

- (d) Bearers of NIDs may subject to payment of such fees as may be imposed by the Bank and the surrender of the NID certificate to the Bank, request Ringgit NIDs issued at denomination greater than RM60,000-00 be split into smaller denominations, subject to a minimum denomination of RM60,000-00 per certificate after splitting.
- (e) Upon splitting or combining the NID, the Bank will cancel the surrendered certificate(s) and issue new certificate(s) to the bearer as replacement as soon as practicable but no later than 5 Business Days or such other time frame as may be stipulated by the Bank after the surrender of the old NID certificate(s).
- (f) For NIDs issued in foreign currency, the denomination value, minimum and maximum nominal value, the amount on splitting or combination, as the case may be, per certificate shall be in the foreign currency equivalent to the respective Ringgit values as stated in this Clause 3(a).

### **4 Instructions on NIDs**

- (g) The Bank may, from time to time and at its discretion, accept and act upon instructions from the Depositor for the purchase of a NID or with regard to any matter in connection with NID, whether such instructions are oral or written and whether given by telephone, mobile, 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



authorized instruction of the Depositor 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 NID issued pursuant to such Instructions shall be binding on the Depositor and shall be for the Depositor'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 or mobile conversations and Instructions relating to each NID and the Depositor agrees that the Bank shall be entitled to use such recordings and transcripts thereof as evidence in any dispute. The Depositor 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.

- (h) The Bank will issue confirmation to the Depositor ("Confirmation") after the execution of each Instruction for the purchase of NID. Instructions relating to other matters will not be confirmed. The terms specified in each Confirmation shall be taken as agreed by the Depositor unless the Bank receives notice in writing from the Depositor of any errors within fourteen (14) days after the issue date. All Confirmations shall be final, conclusive and be binding on the Depositor, in the absence of manifest error.
- (i) The execution by the Bank of any Instructions shall constitute a binding contract and the Depositor 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 Depositor or receipt by the Depositor of a Confirmation issued by the Bank and if the Depositor fails to perform its obligations, the Depositor will be liable for and shall indemnify the Bank for all cost and losses incurred or suffered.
- (j) Any Confirmation, notice or communication to the Depositor shall be validly given if it is sent by facsimile, by personal despatch or courier, by ordinary post or by e-mail to the Depositor's last known residential/office address or its e-mail address registered with or maintained by the Bank or is communicated to the Depositor by telephone or mobile.
- (k) 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 unauthorized use of such communication. The Depositor 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.
- (l) In addition to the aforesaid, the Bank may prior to acting on any Instructions with regard to an NID, require from the Depositor or Bearer such other documentation (such as transfer form, redemption form or other documents or authorisations duly issued or executed by parties prescribed by the Bank) and further stipulating that such

documentation must be received by the Bank within a prescribed number of days before the Instructions can be effected.

## **5 Calculation Agent**

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

## **6 Withdrawal of the Principal Amount Prior to Maturity Date**

Withdrawal of the Deposit or termination by the Depositor and/or Bearer of any NIDs, or any part thereof, prior to the maturity date, may be made upon such terms and conditions as the Bank may impose, including early termination charges (if any) or administrative fees, such charges and fees permitted under the Guidelines and such other fees or charges as it may decide to impose subject to approval (if required) from BNM or any other regulatory authority and to be calculated in accordance with such formula as the Bank may prescribe from time to time in connection with that NID. While the Bank may provide periodic mark-to-market valuations to the Depositor and/or Bearer, the Depositor and/or Bearer acknowledge and agree that the Bank's determination of the value of the NID prior to the maturity date in accordance with its usual practices from time to time prevailing shall, in the absence of manifest error, be final, conclusive and binding notwithstanding that the Depositor and/or Bearer have the right to raise any query or require clarification or particulars of the manner of calculation relating thereto.

## **7 Bank Not Liable due to reason beyond Bank's control**

The Bank shall have no liability whatsoever 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 Depositor or Bearer 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), lockdown or any factor in a nature of a force majeure.



## 8 Bank Discharged from Further Liability after Payments

- (e) The Bank shall be discharged from its entire liability as the issuer of a NID in respect of payment of coupon proceeds or payment of the nominal value on maturity date or redemption proceeds (upon exercise of its call or early redemption prior to maturity date), upon payment of such proceeds to the Authorised Depository of the Bearer by electronic fund transfer through RENTAS or by such other mode as designated by the Bank or agreed with the Authorised Depository.
- (f) The Bank, in acting as the Authorised Depository for NID issued by the Bank, shall be discharged from its entire liability as issuer and Authorised Depository upon crediting the coupon proceeds or nominal value on maturity date or redemption proceeds as the case may be, to your MCCA or such other Account opened in your name (references to “you”/“your” shall be read to mean the Depositor/Depositor’s or the Bearer/Bearer’s, as the case may be). The Depositor and the Bearer shall have no claims whatsoever against the Bank as issuer of the NID or as Authorised Depository in respect of any loss or deficiency in such proceeds.
- (g) The Bank shall be entitled to effect payments of coupon proceeds, nominal value or redemption proceeds under this Clause net of any deductions, withholding tax or any other taxes, including any goods, sales and services tax or levies imposed on such payments or transfers under the law.
- (h) 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 authorize the Bank to debit your MCCA or other Account maintained in your name for such taxes, if the Bank has not debited such taxes from any of your Account(s), 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.

## 9 Bank’s Fees and Charges

The Bank shall charge the Depositor and/or Bearer such fees and charges as may be permitted under the Guidelines and such other fees or charges as it may decide to impose subject to approval (if required) from BNM or any other regulatory authority. Such fees and charges shall be paid in full (without any deductions, set-off or withholdings) and may be debited from the MCCA or the proceeds of the NID in accordance with the Bank’s standard practices. The fees and charges of the Bank are exclusive of any goods, sales and services tax, or any other tax of similar nature (“indirect tax”) which if payable shall be for the account of the Depositor and/or Bearer. If any deduction or withholding is required by law, the Depositor and/or Bearer shall be liable to forthwith pay to the Bank and authorize the Bank to deduct from his MCCA and/or other Account(s), such additional amount so that the net amount received by the Bank will



equal the full amount which would have been received by it had no such deduction or withholding been made.

#### **10 Bearer of NID bound by these Terms and Conditions NID**

The Bearer of a NID issued by the Bank shall be bound by these terms and conditions and the Bank's specifications, terms and conditions for the NID set out in the relevant Term Sheet, the relevant Confirmation Letter and in the NID certificate.

#### **12 Perbadanan Insurans Deposit Malaysia (PIDM)**

NID is not protected by PIDM.

### **PART C3: TERMS AND CONDITIONS GOVERNING STRUCTURED INVESTMENTS**

#### **1 Establishment of Structured Investment**

- 1.1 You (hereinafter referred interchangeably as "Customer" or "Investor") shall request and apply with the Bank to establish such number and type of investment(s) in your name as you may from time to time instruct and such investments may be Principal Protected Investments or Non Principal Protected Investments (each an "Investment").
- 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.
- 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;

#### **2 Placing of Investment**

- 2.1 Subject to you 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 you and the term sheet shall form an integral part of these Terms and Conditions, you acknowledge 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.

## 2.2 Principal Protected Investments

- (e) On or before the Start Date (as stipulated in the Term Sheet), the Bank shall notify you 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);
- (f) 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 you the Returns calculated in accordance with the Formula;
- (g) On Maturity Date (unless the Investment has been terminated in accordance with Clause 2.4 or Clause 4), the Bank shall repay to you the Principal Amount together with the Returns (if any) for the immediately preceding Period;
- (h) 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 you (the “Early Termination Option”) in accordance with the terms in the Term Sheet and repay to you the Principal Amount together with the Returns (if any).

## 2.3 Non-Principal Protected Investments

- (d) You acknowledge that under such an Investment, you establish an Investment and sell to or purchase 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 you 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 you or the Bank.
  - (e) You further acknowledge that in the case where you sold an option to the Bank, the Bank has the absolute right to deliver to you on the Maturity Date of the Investment, the Underlying Asset instead of paying you 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, you are subject to the risk of fluctuation in the Underlying Asset.
  - (f) If the Bank does not exercise the option, then on Maturity Date of the Investment, the Bank will pay you the Principal and Returns (if any) based on the Formula.
- 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 your investment Instructions or if the Bank's investment target is not met.

### **3 Calculation Agent**

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.

Disclosure of Interests: You fully understand that the Bank plays a variety of roles in connection with the Structured Investment including acting as Calculation Agent and hedging its obligations under this Structured Investment. The Bank and/or any of its related companies, in the ordinary course of their business, may also effect transactions for their own account or for the account of their customers. In conducting such business neither the Bank nor any of its related companies is obliged to take into account your circumstances or act in a manner which is favourable to you. You fully understand that such activity may, or may not affect the value of the Structured Investment and you are aware that a conflict may arise.

### **4 Withdrawal of the Principal Amount Subject to the Consent of the Bank**

- 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 you 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.
- 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.
- 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.

## **5 Payments**

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

- (f) the Principal Amount and Returns (if any) is credited by the Bank on the Maturity Date in accordance with Clause 2.2(c) to your MCCA; or
- (g) the Principal Amount and Returns (if any) are credited by the Bank in accordance with Clause 2.2(d) to your MCCA; or
- (h) the amount due to you as determined by the Bank, is credited by the Bank in accordance with Clause 4 to your MCCA; or
- (i) the Principal and Returns are credited by the Bank to your MCCA on the Maturity Date in accordance with Clause 2.3(c); or
- (j) the Underlying Asset at the value determined by the Bank in accordance with the Term Sheet is delivered to you in accordance with Clause 2.3(b).

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

5.2 In the event that any goods, sales 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 authorize the Bank to debit such taxes from your MCCA or other Account(s) with the Bank, if the taxes are not debited from your Account, you shall pay to the Bank on demand a sum equivalent to the amount of such goods, sales and services tax or other taxes, levies or charges.

## **6 Perbadanan Insurans Deposit Malaysia (PIDM)**

Structured Investment products are not protected by PIDM.

## **PART C4: TERMS AND CONDITIONS GOVERNING UNIT TRUST INVESTMENT SERVICES**





## **1 Provision of OCBC Investment Services**

- 1.4 These terms and conditions govern the OCBC Investment Services provided by the Bank to you who are desirous to hold, subscribe, switch, transfer or redeem Units in any Fund.
- 1.5 Your acceptance of the terms and conditions herein contained constitutes a valid and subsisting agreement between you and the Bank under which the Bank may act on your behalf in connection with your acquisition or sale of any Units in accordance with the terms and conditions herein.
- 1.6 You may apply to the Bank for the holding, subscription, switching, transfer or redemption of Units, by you completing and signing the Bank's forms prepared for such purposes or in such other manner as the Bank may make available to you. You must fill in / provide all relevant information and fulfil all the required conditions, and your application will be assessed by the Bank. The Bank may approve the application subject to conditions or the Bank may reject the application. You may need to apply for other services to facilitate your holding, subscription, switching, transfer or redemption of Units, such as Custody Services or Electronic Services which are subject to separate set of terms and conditions.
- 1.4 The Bank will make available to you 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 your behalf (whose identity will not be disclosed to the Managers or Funds) place orders or send requests for holding, subscription, switching, transfer or redemption of Units for you upon receipt of your Instructions and payment (of cleared funds) in relation to each holding, subscription, switching, transfer or redemption of Units .
- 2.2 Your applications for holdings, subscription, switching, transfer or redemption of Units 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 Funds.
- 2.3 When the Bank has placed an order (consolidated or otherwise) for the subscription or switching of Units with, and after the order is accepted by, 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 for you. The Units so issued will be allotted or allocated among the relevant Customers recorded in such order or manner as the Bank determines.



- 2.4 Payments for 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 you are liable to pay under these terms and conditions, shall be made in available and freely transferable cleared funds in your MCCA.
- 2.5 You agree to make payment by way of direct debit of your MCCA. The Bank is irrevocably authorised by you to debit your MCCA all monies required for holding, subscription, switching, transfer or redemption, and/or fees and expenses payable by you. You undertake to maintain in your MCCA 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 your MCCA for making such payments or debits, the Bank shall be entitled to reject or refuse to carry out your instructions. At your request and subject to such conditions as may be imposed by the Bank, the Bank may at its discretion allow any debit to be made even if such debit were to result in the MCCA being overdrawn or in excess of credit limits. The Bank is entitled to impose interests and charges at the Bank's usual rates and in accordance with its standard practice on such overdrawn accounts until full payment by you. The Bank may sell the Units held beneficially by you and kept with the Custodian and use the sale proceeds in settlement of any debts owing to the Bank, and/or transfer funds from other accounts maintained by you 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 into your MCCA in the manner specified in the redemption 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 which the Bank reasonably believes to have been signed or made by you or your authorised signatory shall be a complete discharge and will absolve the Bank from any liability to you or to any other party.
- 2.8 Subscription or redemption orders or switching or transfer instructions specified in any application received from you 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 you. 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 You shall ensure that sufficient freely transferable cleared funds shall be made available in your MCCA for payment for any subscription, switching or transfer of Units in the currency in which the Fund is denominated. If the available funds in your MCCA are in currency(ies) other than the currency in which the Fund is denominated, the Bank shall be entitled to convert any among the currency(ies) in your MCCA 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 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) 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 MCCA.
- 2.11 Where any payment is made by the Bank to you 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 you in respect of the transaction at the rate of exchange determined by the Bank in its discretion.
- 2.12 You 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 you. You will also receive from time to time a statement of holdings indicating the number of Units issued by the Manager or Fund for account of you, but such Units will be kept with the Custodian acting as nominee for the Bank.
- 2.13 Dividends declared by any Manager or Fund will, at your option be withdrawn or be reinvested in the Fund as authorised by you, as the case may be. Dividends, if any, which are not reinvested and are received by the Bank from the Fund, will be credited into the MCCA.
- 2.14 Where you instruct or require a switching of Units, the Bank will subscribe for Units required by you only after the confirmation and completion of the redemption of the relevant existing Units which are being switched.



- 2.15 You acknowledge that your application for subscription or redemption of Units may be rejected by the Manager or Fund in part or in 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 application. If the Manager or Fund rejects the Customer's application for subscription, the Bank or its Custodian shall have no responsibility or liability for ensuring that the relevant Manager or Fund allots the Units to you or for any losses including any loss of investment opportunity which you 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 you will remain effective for the protection of the Bank notwithstanding your death or bankruptcy or the revocation of such instructions, order or request by any other means until notice of your death or bankruptcy or such revocation is received by the Bank.

### **3 Cooling-off Right**

The cooling-off right is only applicable once if you are investing for the first time in any Retail Funds with the Bank. Cooling-off right for Wholesale Funds are specified in the Funds' Information Memorandum / Product Highlight Sheet and can differ for different Funds. The cooling-off right is not applicable for any subsequent investment by you in any Funds with the Bank. If the investment in the Fund is cooled-off, you 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 subscription application by the Bank (if the application is received by the Bank after the cut-off time, then it is treated as being received on the next business day) or such other period specified by the relevant authority.

### **4 Custody of Units of Fund's Investments**

- 4.1 The Bank requires that the Custodian acting as nominee of the Bank shall hold the Units or investments in the Fund. The Bank holds such Units in the Fund for account of the Customer.
- 4.2 The Bank shall not be obliged to send you any documents such as notices, proxies, circulars, rights etc or notify you of the same or the receipt of the same.
- 4.3 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 your signed specific written instructions. .



## **5 Appointment to market and distribute**

You acknowledge and agree 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, you irrevocably and unconditionally consent and agree to the Bank acting in such capacity.

## **6 Others**

- 6.1 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 you and the Bank shall not be responsible or liable therefore.
- 6.2 You represent, warrant and undertake 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.

## **7 Foreign Currency**

- 7.1 You 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 you or any deposit made by you 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.
- 7.2 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 your consent into a currency of the Bank's choice.
- 7.3 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).



## 8 Perbadanan Insurans Deposit Malaysia (PIDM)

Unit Trust Investment is a non-deposit product, therefore PIDM does not apply.

### PART C5: TERMS AND CONDITIONS GOVERNING TRANSACTIONS IN BONDS

#### 1 Eligibility

You may apply to the Bank for the purchase or sale of Bonds, by you completing and signing the Bank's form(s) prepared for such purposes or in such other manner or methods availed by the Bank. You must fill in / provide all relevant information and fulfil all the required conditions, and your application will be assessed by the Bank. The Bank may approve the application subject to conditions or the Bank may reject the application. You are required to apply for other services to facilitate your holding of the Bonds, such as Custody Services or Electronic Services which are subject to separate set of terms and conditions.

#### 2 Application

- (a) Any transaction or contract for the purchase and sale of Bonds (each a "Transaction") should be made orally or in writing, at any of the branches of the Bank during banking hours from Mondays to Fridays, provided always it is a Business Day.

##### **For Order Placement Only:**

You may from time to time place orders on such terms (including the execution by you of order placement forms and subject to sufficiency of freely transferable cleared funds for the order) with the Bank for the purchase of Bonds ("Order"). The Bank will endeavour to fulfil the Order placed by you. If the Bank is able to fulfil the Order (within the price range agreed), you will be bound by the bond purchase transaction completed by the Bank based on your Order. You agree that cancellation of the Order placed is not permitted. If the Order is not fulfilled within 5 Business Days (counted from the Order Placement Date) or such other period as the Bank may agree in writing, the Order shall lapse. A fresh Order will have to be placed with the Bank.

Prior to placing the Order, you must ensure that you have sufficient freely transferable cleared funds in your MCCA which you have authorised the Bank to earmark for the Order. You agree that the Bank will earmark your MCCA on the same date that the Order is placed and if there are insufficient freely transferable cleared funds in your MCCA to fulfill the Order, the Bank will not execute the Order.

Any advice or instructions including Orders from you received by the Bank after 12.00 p.m or such other cut-off time as may be determined by the Bank in its sole and absolute discretion, on any Business Day shall be treated as having been received on the next Business Day. Once you enter into or submits the application for any Transaction, the



same shall be irrevocable. The execution by the Bank of any Instructions shall constitute a binding contract and you shall be bound to perform the contract according to its terms. A Transaction shall not (unless the Bank otherwise specifies) be subject to receipt by the Bank of any written confirmation from you or receipt by you of a Confirmation issued by the Bank.

(i) Application for each Transaction must be made by the Wealth Account Holder in respect of a Wealth Account or by the Wealth Account Joint Holders in respect of a Joint Wealth Account.

The Bank reserves the right to accept or reject any application for a Transaction or to accept any application for a Transaction in part only.

(j) The Bank reserves the right at its sole and absolute discretion to reject any application for a secondary market Transaction in Bonds submitted on a coupon payment/ periodic distribution date or redemption payment date of the Bonds

(k) You acknowledge that (1) you are entering into the Transaction as principal (and not in any other capacity); (2) neither the Bank nor any of its employees or agents are acting as a fiduciary for it; (3) the Bank does not give any advice or recommendation with respect to the Transaction, its suitability for you or any other commercial matters relating to the transaction (nor hold itself or its employees and agents out as advising on such matters); (4) you will not and have not relied on any communication (written or oral) of the Bank, its employees or agents in entering the Transaction and that you have been given the opportunity to obtain information from the Bank concerning the Transaction necessary in order for you to evaluate the merits and risks of the Transaction; (5) notwithstanding the foregoing, you are not relying on any communication (written or oral and including, without limitation, opinions of third party advisors) of the Bank as advice on (i) legal, regulatory, tax, business, investments, financial, accounting or other matters, (ii) a recommendation to enter into such Transaction or (iii) an assurance or undertaking as to the expected results of such Transaction; (6) the Transaction is entered into based on your own independent evaluation of the risks associated with the Transaction; (7) that the Bank's terms and conditions do not identify all the risks or material considerations that may be associated with the Transaction; (8) prior to transacting, you had determined without reliance upon the Bank, the economic risks and merits, as well as the legal, tax and accounting characterizations and consequences of the Transaction based upon advice from professional advisers (including your own legal, regulatory, tax, business, investment, financial and accounting advisers) as you may deem necessary to consult; and (9) that you had determined that you are able to assume these risks.

(l) Any scenario analysis or projections or other communication by the Bank or by any of its employees or agents on the issuer of the Bonds is provided for illustrative purposes only and is not intended to predict actual results nor does it reflect a complete



analysis of all possible scenarios that may arise under any actual Transaction and no assurances are given with respect thereto. All opinions and estimates are given as of the date thereof and are subject to change. The value or returns on any Transaction may fluctuate as a result of changes in the credit of the issuer, changes in its business or market changes.

(m) You represent that all information provided to the Bank in relation to an application for each Transaction shall be true, accurate and complete. You acknowledge and agree that any incomplete, inaccurate or erroneous information may result in delays in the processing of each Transaction and may in certain circumstances result in a rejection of the Transaction, as determined by the Bank in its sole and absolute discretion.

The Bank reserves the right to reject or decline and not proceed with any Transaction where:-

- (i) the relevant forms submitted by you to the Bank are illegible, incomplete, erroneous, completed wrongly, not properly authorised, not in conformity with the instructions in the relevant forms or which is not submitted within the times specified in Clause 2(a) above. The decision of the Bank to accept or reject the relevant forms is final and you agree to be bound by the Bank's decision. You agree that the Bank shall not be responsible or liable to you in any manner whatsoever should the relevant forms be lost, destroyed or misplaced through no fault of the Bank or due to any force majeure event; or
- (ii) you have no or insufficient freely transferable cleared funds in your MCCA, to effect payment for the Transaction; or
- (iii) any of your instruction is ambiguous or inconsistent with any other instruction. Notwithstanding the foregoing, the Bank shall be entitled to rely and act in accordance with any reasonable interpretation thereof which it believes in good faith to be the correct interpretation. You shall not hold the Bank liable in any way for acting on your instructions.

(n) You are aware that the Bank reserves the right to allot in full or in part or not at all for any application for new issues of Bonds subject to the availability of sufficient freely transferable cleared funds in your MCCA. The Bank may, at its discretion, require you to place funds with the Bank before your application for each Transaction.

(o) You shall ensure that there are sufficient freely transferable cleared funds/cash in your MCCA.

For the avoidance of doubt, cash shall mean the credit balances in your account(s) with the Bank and does not include physical cash. If there is any shortfall of funds for the purchase of the Bonds, the Bank reserves the right to sell or liquidate the Bonds which





you have contracted to buy at such price and in such quantities as the Bank may think fit in accordance with market practice.

### 3 Successful/Unsuccessful Transaction

- (f) If you do not own sufficient Bonds which you have contracted to sell, the Bank reserves the right to exercise the discretion to buy-in Bonds and/or to recover losses and penalty charges if any, from you in accordance with market practice.
- (g) For unsuccessful primary applications of Bonds, the full amount of the application money (without any interest or any share of revenue or other benefit arising therefrom) shall be refunded to you within a reasonable period, as determined by the Bank in good faith, by crediting into your MCCA with the Bank.
- (h) If you are successfully allocated the Bonds but the transfer of the Bonds is rejected by your Scripless Securities Depository System ("SSDS") Participant due to discrepancies in your SSDS Account details or otherwise, the Bank shall proceed to liquidate your Bonds on the date where your Bonds is/are returned to the Bank and/or the date on which the Bank is notified of the SSDS Participant's rejection thereof. The Bonds will be liquidated at such rates as determined by the Bank in its sole and absolute discretion.

In the event a failure in custodising Bonds with the SSDS Participant's occurs and where Bonds are delivered to the Bank for custody, arising from submission of incorrect or inaccurate information in the application for Bonds, you agree to custodise the Bonds with the Bank in the interim, subject to the Bank's standard terms and conditions for the provision of such custodian services. However, the Bank reserves the right to liquidate the Bonds after a reasonable period, as determined by the Bank in good faith and thereafter terminate such custodian services to you.

- (i) Any losses, costs, charges and expenses incurred and/or suffered by the Bank shall be borne by you and the Bank shall be entitled by giving notice to you to debit such losses, costs, charges and expenses from your MCCA or your other Account(s) with the Bank. The sales proceeds of the Bonds, which shall be without interest, will be credited into your MCCA or your other Account(s) with the Bank.
- (j) You undertake to pay all commissions and charges, as may be determined by the Bank from time to time, in respect of all Transactions in Bonds or in relation to your Custody Account or SSDS Account maintained with the Bank or SSDS Participant (as the case may be), including but not limited to charges payable in relation to your custodian arrangements with the Bank or the SSDS Participant, and any other costs and expenses incurred by the Bank in maintaining the Custody Account or liaising with the SSDS Participant or in performing or executing your instructions. In addition, any goods and services tax or other similar taxes (collectively, "SST") which are now or hereafter applicable or required by law to be paid on or in respect of any sums payable to the Bank or any costs and expenses incurred by the Bank shall (except to the extent prohibited by



the law) be borne or payable by you to the Bank and any sum(s) equivalent to the applicable SST (if any) or other similar taxes in addition to all other sums payable to the Bank shall be debited to or against your MCCA after giving notice to you.

## **4 Custody of the Bonds/Securities**

### **4.1 With the Bank**

- (f) For each Transaction where the Bonds is custodised with the Bank, the Bank shall send to you a Confirmation letter, which shall be conclusive evidence of the terms agreed by you with the Bank, in respect of such Transaction.
- (g) You may, from time to time, instruct the Bank to accept delivery of Bonds into the Custody Account maintained with the Bank in respect of your purchases from other financial institutions; or to make delivery of Bonds from such Custody Account in respect of your sale of Bonds.

Where the Bank is a custodian of your Bonds and holds sufficient Bonds to effect delivery of Bonds purchased by the Bank from you, payment shall be made by the Bank one (1) day after the settlement date or such other date as may be permitted after the transfer of Bonds has been made by the Bank from your Custody Account with the Bank and the Bank shall have the right to make such transfer of Bonds from your Custody Account with the Bank.

- (h) A statement of your Custody Account with the Bank, generated by the Bank's computer will be sent to you by ordinary mail on a monthly basis or such other periodic basis, as determined in the sole and absolute discretion of the Bank, unless you have in writing instructed the Bank that the statement will be collected in which case the instruction will take effect as soon as the Bank may reasonably comply. The Bank's records of the Transactions effected through your Custody Account shall be binding and conclusive evidence of such Transactions carried out by you
- (i) The Bank, as custodian of the Bonds kept or maintained by your Custody Account, shall not be liable for any loss or damage suffered by you by reasons of or in connection with any errors or delays in accepting, performing or executing any instructions, or in holding, receiving or delivering the Bonds, unless the same is caused solely by the Bank's wilful default or gross negligence.
- (j) The Bank shall, unless and until otherwise expressly and specifically instructed by you to the contrary, collect or receive the principal amount, interest/profit, coupon/periodic distribution, Bonds sale proceeds and any other payment in respect of the Bonds and credit the same to your MCCA.



The term “coupon/periodic distribution” when used herein shall also mean interest/profit, dividends and such other interim payment to be made by the Issuer in connection with the Bonds.

#### 4.2 With SSDS Participant

- (c) In the event that your Bonds are to be custodised with the SSDS Participant, you shall prior thereto, open an SSDS Account and be responsible for your own custodian arrangements with the SSDS Participant, at your cost and expense and the Bank shall not be responsible for the same in any manner whatsoever. The custodisation of your Bonds with the SSDS Participant shall be subject to such terms and conditions as may be imposed by the SSDS Participant from time to time and the rules and procedures on payment, fund transfer, settlement, securities, custody services, as applicable, by PayNet (“PayNet Rules”), as applicable.
- (d) With respect to Bonds custodised with the SSDS Participant:
  - (i) For Buy transactions in Bonds, your account(s) maintained with the Bank will be debited on settlement date or a day prior to the settlement date or within the time frame stipulated in RENTAS Rules. However, the delivery of the Bonds to your SSDS Account may be delayed and may not be made on settlement date, if the transfer from the Bank to the SSDS Participant is not successful or rejected.
  - (ii) For Sell transactions in Bonds, your account(s) maintained with the Bank will only be credited one (1) day after the settlement date or such other date as may be permitted upon successful receipt of your Bonds from the SSDS Participant or within the time frame stipulated in PayNet Rules. The crediting of the sales proceeds may be delayed and may not be on settlement date, if the transfer from the SSDS Participant to the Bank is not successful or rejected.
  - (iii) If the Bonds is redeemed or sold off by you prior to Maturity Date, you may not get back the principal amount invested for the Bonds that you hold. The Bank will endeavor to get the best bid prices for you on best effort basis since the selling prices may fluctuate due to market conditions.

#### 5 Other Terms and Conditions

- (c) The Bank and OCBC Group may have banking or other commercial relationships with the issuer of the Bonds and may engage in proprietary trading in the Bonds, securities or financial instruments relating to such Bonds (including such trading as the Bank and/or OCBC Group deem appropriate in their sole discretion to manage their market risk on any transactions relating to the Bonds), and that such trading may affect the price of the Bonds.



- (d) The Transactions in Bonds with the Bank shall be governed by these Terms and Conditions, the Bank's Rules Governing the Operations of Scripless Securities Depository Systems and the Rules on Scripless Securities under RENTAS System and if there is any conflict between these terms and conditions and the rules, these Terms and Conditions shall prevail.

## **6 Perbadanan Insurans Deposit Malaysia (PIDM)**

Bond Investment is a non-deposit product, therefore PIDM does not apply.

## **PART C6: TERMS AND CONDITIONS GOVERNING SPOT FOREIGN EXCHANGE CONTRACTS/TRANSACTIONS ("FX TRANSACTIONS")**

25. You may, subject to the provisions contained herein and upon the terms and conditions determined by the Bank, enter into foreign exchange spot contracts/transactions ("FX Transactions"). The availability of the FX Transactions shall be subject to the prevailing foreign exchange market rates and availability of the currency requested by you, and shall be governed by the laws of Malaysia including but not limited to regulations and legislation on exchange control.
26. The notional amount of the FX Transaction shall be computed by the Bank having regard to the relevant Risk Factor assigned to the FX Transaction by the Bank at its absolute discretion. You agree to sign confirmations and do all acts and things required to effect the FX Transactions.
27. If required by the Bank, you shall maintain such Margin(s) (or to deposit with the Bank such amount of money, other assets, or additional security as the Bank may specify in order to maintain such Margin(s)) as the Bank may in its absolute discretion consider appropriate as security for all the Customer's present and future liabilities to the Bank, including but not limited to those arising from FX Transactions undertaken by the Customer or for the Customer's Wealth Account and Wealth Portfolio(s)).
28. The MCCA and/or any other securities which may be obtained by the Bank from time to time are held by the Bank as continuing security for all monies owing under the FX Transactions and for the performance of your obligations under these Terms and Conditions and notwithstanding any intermediate payment of any sums owing and without prejudice to any other Collateral held by the Bank.
29. The following are Events of Default applying to the FX Transaction:
- (j) You fail to pay any amount due at the time, in the currency and/or in the manner specified by the Bank or fail to perform or comply with any obligation under any FX Transaction or there is any breach of any of these terms and conditions or representation or warranty;



- (k) default is made in the payment on due dates of any monies due to the Bank (whether principal, interest or otherwise);
  - (l) a winding-up/bankruptcy proceeding or other proceeding shall be commenced against you or any action to authorise any of the foregoing is taken;
  - (m) you are in breach of any other agreement or in default in the payment of any outstanding sum owed to the Bank or to any other financial institution;
  - (n) if you die or serve custodial sentence or become insane or adjudged a bankrupt or if any legal proceedings suit or action of any kind whatsoever (whether criminal or civil) is instituted against you;
  - (o) any change in applicable law or regulation which makes it impossible or unlawful for the Bank or for you to continue with the FX Transaction or for you to charge or provide the MCCA as security;
  - (p) any judgment obtained against you remain unsatisfied for a period of seven (7) days or if a distress attachment or other execution is levied or enforced or issued out on you or against any one of your property or the MCCA and is not discharged within fourteen (14) days;
  - (q) for any reason the Bank considers any material adverse change in your assets, financial position or in the economy generally which makes it undesirable for the Bank to continue to provide the FX Transaction;
  - (r) if you breach any of the representations, warranties, term or condition herein or the security document or if any information furnished by you to the Bank is incorrect or incomplete.
30. If an Event of Default has occurred or if in the opinion of the Bank (which shall be absolute), any FX Transaction may contravene with any provision of law, rules and regulations relating to foreign exchange (including Notices on Foreign Exchange Administration Rules ("FEA Rules")), the Bank shall be entitled to close out all FX Transactions which are then outstanding with effect from a date specified by the Bank ("Early Termination Date"). The Bank will make the calculations and provide to you a statement specifying the amounts payable in respect of closed out FX Transactions. Any amount payable by you to the Bank in respect of the closed out FX Transactions including any loss of bargain, cost of funding, marked to market losses or cost incurred as a result of its terminating, closing out, liquidating, obtaining or re-establishing any hedge or related trading position shall be payable by you. You hereby irrevocably authorise the Bank to debit your MCCA to settle all monies owing by you under the FX Transactions and any of your other liabilities set out in these terms and conditions. If the credit balance in the MCCA is insufficient to settle the amounts owed under the FX Transactions, you shall forthwith on demand by the Bank pay the shortfall.

31. The Bank reserves the right to review, vary or impose additional terms, suspend and/or cancel the provision of services to facilitate any FX Transaction for you at any time irrespective of whether an Event of Default has occurred and nothing in these terms and conditions shall be deemed to impose on the Bank any obligation either at law or in equity to continue to make available services for FX Transactions.
32. The Bank may assign all or any part of its rights, benefits or obligations hereunder. You may not without the Bank's consent, assign or transfer any of your rights or obligations hereunder.
33. A statement, certificate or confirmation of the Bank issued by the Bank as to the amount at any time due from you, including the Bank's calculation of marked to market losses on FX Transactions shall, in the absence of manifest error, be final and conclusive and binding for all purposes against you.
34. You shall indemnify and keep the Bank indemnified against any damages, losses, costs and expenses (including legal fees on a solicitor and own client basis) which the Bank may suffer or incur as a result of your failure to comply with your obligation in respect of the FX Transactions.
35. You shall pay the Bank all transaction costs, premiums, fees, charges and commissions relating to the FX Transactions (without any deductions, set-off or withholdings) and may be deducted by the Bank from your MCCA. The payments to the Bank are exclusive of goods and services tax, or any other tax of similar nature which if payable shall be for your account.
36. If any deduction or withholding on any amount payable to you is required by law such as U.S. federal withholding tax imposed or collected pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 ("FATCA Withholding Tax"), as amended from time to time, the Bank will withhold or deduct from any payment payable to you and/or debit your MCCA, and pay to the relevant authorities the full amount required to be deducted or withheld, PROVIDED THAT if there is any shortfall in payment to the relevant authorities, you shall on demand promptly pay the full balance to the Bank and the FX Default Rate (as defined below) shall apply to any balance outstanding from you from the date of demand until the date of full payment.
37. All FX Transactions shall be conducted by you making request to the Bank through telephone or such other mode permitted by the Bank on any Business Day. The Bank may (but shall not be obliged to) comply with any such request. Once the terms of the FX Transactions have been agreed between the Bank and you, a binding contract comes into effect at that time. The spot rate of the FX Transaction shall be subject to the prevailing foreign exchange market rates (as determined by the Bank) and availability of the currencies. The Bank shall be indemnified in full by you against all losses, costs, damages and all other liabilities which it may incur or suffer in accepting and acting on such communication. The Bank shall be entitled to record all telephone conversations and instructions. The Bank shall be entitled to use such recordings and transcripts thereof as evidence in any dispute.
38. You shall honour an FX Transaction on the date in which you are contractually obliged to settle your obligation under the FX Transaction ("Value Date"). The Bank shall not be responsible for



any losses, costs, expenses or interest charges arising due to any delay in the receipt of funds. You shall bear all costs, expenses and charges incidental to any remittance of funds.

39. You confirm, acknowledge and warrant that:-

- (m) you are acting as principal for your own account and understand and accept the terms, conditions and risks of FX Transactions in reliance of your own judgment and independent evaluation;
- (n) you shall comply with requirements stipulated in the Notices on Foreign Exchange Administration Rules (“Notices on FEA Rules”) issued by Bank Negara Malaysia from time to time and shall provide supporting information and/or documentation for compliance of the Notices on FEA Rules;
- (o) the FX Facility is to hedge against foreign exchange exposures in respect of your underlying transactions/trades and not for speculative purpose. You shall supply all documents/evidence of the underlying transactions/trades;
- (p) although the Bank may provide you access to recommendations and research relating to currencies, including on how to invest, what or when to buy or sell, the Bank does not represent that such recommendations are suitable for you and all orders are placed and FX Transactions entered at your sole responsibility and risk in reliance of your own judgment and based on your own independent evaluation of the suitability of such recommendations;
- (q) the Bank is not acting as a fiduciary for or an adviser to you and does not hold itself out as advising or any of its employees or agents as having its authority to advise you to enter into any FX Transaction or any subsequent actions and none of its recommendations or advice will be taken as an assurance or guarantee as to the expected results of any FX Transaction; and
- (r) you have not received from the Bank, or any of its employees or agents any assurance or guarantee as to the expected results of any FX Transaction.
- (s) **Currency Risks:** The fluctuations in foreign currency rates have an impact on the profit / loss and the financial investment where the financial contract or the treasury or financial derivatives transaction is denominated in foreign currency or in a currency different from the original financial investment. This risk will be accounted under exchange losses.
- (t) **Market Risks:** Your payments and/or receipts in any FX Transaction are linked to changes in the value of one exchange rates. Such changes, which can be sudden and large, may cause you to suffer significant losses in terms of 1) the amounts it pays under the terms of the transaction being greater than the amounts it receives, and 2) the amount it might cost you to unwind any FX Transaction prior to its stated maturity.





- (u) **Credit Risk:** The Bank may, under certain circumstances, fail to perform our obligations to you when due.
  - (v) **Liquidity Risk** is the risk that due to prevailing market conditions it may not be possible to liquidate, nor to assess a fair value of your position. In addition, you should be aware that the operation of exchange rules or any power or system failure affecting electronic trading facilities may, in certain circumstances, impair or prevent the Bank from liquidating or executing any transactions, thus increasing the likelihood of loss.
  - (w) **Conflict of Interest:** The Bank plays a variety of roles in connection with any FX Transaction to be undertaken, including acting as Calculation Agent and hedging its obligations under the transactions. The Bank and/or any of its related companies, in the ordinary course of their business, may also effect transactions for their own account or for the account of their customers. In conducting such business, neither the Bank nor any of its related companies is obliged to take into account your circumstances or act in a manner which is favourable to you. You should be aware that such activity may, or may not affect the value of the transaction and that a conflict may arise.
  - (x) **Further Risks and Acknowledgement:** You shall be solely responsible for monitoring the performance and continuing appropriateness of your outstanding contracts.
40. Without prejudice to the generality of the foregoing, the Bank shall be entitled with regard to FX Transactions, to rely and act on any notice or instructions based on signatures which appear to the Bank, by reference to the names and signatures of such persons filed with the Bank, to be your signature or any instructions whatsoever, 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 Bank is entitled to treat all such instructions or notices given, as binding upon you and the Bank shall be entitled (but not bound) to take such steps in connection with or in reliance upon such communication. You agree that the Bank shall be in no way responsible for any misuse or unauthorised use of message or instruction given to the Bank by telephone, facsimile, 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. You shall indemnify the Bank and keep the Bank indemnified against any damages, losses, costs and which the Bank may suffer or incur as a result of such instructions or notices acted upon by the Bank which turn out to be unauthorized or not authentic or forged. The Bank shall be entitled to record all telephone conversations and instructions and you agree that the Bank shall be entitled to use such recordings and transcripts thereof as evidence in any dispute. You acknowledge 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 without any liability to you. Copies of the facsimile transmissions purportedly signed by you certified by any of the Bank's officers to have been received by the Bank, shall be accepted by you as final and conclusive, (including for legal



proceedings) of the actual printout version received by via OCBC Bank's facsimile machine and shall be binding on you.

41. The terms of the concluded FX Transaction shall be confirmed by the Bank to you ("Confirmation Advice") by post, or other electronic means but failure or delay by the Bank to issue such Confirmation Advice shall not prejudice any concluded FX Transaction. Any discrepancies noted in the Confirmation Advice must be conveyed by you to the Bank's authorized officer immediately but in any event within seven (7) days or such other period specified by the Bank, following the date of the Confirmation Advice, failing which the Confirmation Advice will be taken as correct, binding and conclusive against you. The terms in the Confirmation Advice, unless disputed by you within the timeframe specified by the Bank, shall prevail in the event of any discrepancies or inconsistency with the term sheet or other document indicating the terms of the FX Transaction even though its receipt was not acknowledged by you or you did not confirm its terms.
42. If, on any date, more than one delivery of a particular currency is to be made between the parties then, the Bank may, at its absolute discretion require that each party shall aggregate the amounts of such currency deliverable by it and only the difference between these aggregate amounts shall be delivered by the party owing the larger aggregate amount to the other party, and if the aggregate amounts are equal, no delivery of the currency shall be made.
43. The Bank shall be entitled to monitor your exposure by marking to market all outstanding FX Transactions on a daily basis or from time to time as the Bank may determine to monitor the outstanding position and your potential losses/gains.
44. Where losses are incurred, you shall pay the Bank interest on such outstanding losses from the date such amounts are incurred at the following rates:-
  - (c) if the sum is in a currency other than Ringgit (and prior to any conversion by the Bank thereof to Ringgit), the rate which is equivalent to the rate charged to the Bank by its respective Nostro agents for the relevant sum(s) (without need for proof or evidence of such rate);
  - (d) if the sum is in Ringgit (or after any conversion by the Bank thereof to Ringgit), the rate per annum equal to the cost (without proof or evidence of any actual cost) if the Bank was to fund or of funding the relevant amount(s) plus 2% per annum or at such other rate as the Bank may stipulate ("FX Default Rate") at its absolute discretion (both before as well as after demand, judgment or order) as agreed liquidated damages.
45. If you fail to take up or honour the FX Transaction on its Value Date, the Bank reserves the right to close out the FX Transaction at the prevailing spot price on the Value Date or on any other day as the Bank may determine and debit your MCCA towards settlement of the resulting loss. If there is a gain, the gain will be credited to your MCCA. The Bank is under no obligation to call or send reminders to you prior to the maturity of any FX Transaction.



46. You may request based on valid reason(s), for a rollover of an FX Transaction, and such request must be made in writing at least two (2) Business Days before its Value Date. If you fail to give the Bank the minimum rollover period of notice, the Bank reserves the right to take all necessary measures to deal with the matured FX Transaction, including closing it out and any cost arising therefrom shall be borne by you and debited from your MCCA. The Bank reserves the right to grant or reject a request for rollover without being liable to you for any losses, expenses, damages or expenses that may be incurred or suffered by you which may result from such refusal. If the Bank allows roll-over of any FX Transaction at the prevailing Spot Price but adjusted to include all such charges and costs (including without limitation, costs in the form of swap points) which the Bank may at its discretion impose, a new FX Transaction shall be deemed to have been entered into between the Bank and you at that time and all these terms and conditions shall apply in like manner to the new FX Transaction.

47. If the Bank allows roll-over, the FX Transaction shall be rolled over at the prevailing Spot Price.

The Marked-to-market losses (as defined below) on roll-over shall be cash settled by you on the Value Date of the earlier contract. Any calculation by the Bank of the Marked-to-market losses shall be conclusive and binding on you, save for manifest error. Without prejudice to any other right of the Bank, if you fail to pay the Marked-to-market losses, you shall pay the Bank interest at the FX Default Rate on the Marked-to-market losses and all costs related thereto between the Value Date of the earlier contract until full settlement thereof.

**Marked-to-market losses** means the difference between the amount which would have been payable for the FX Transaction by using the Historical Rate (as defined below) and the amount payable for the FX Transaction calculated at the prevailing Spot Price when a maturing FX Transaction is closed out on the relevant Value Date.

**Historical Rate** means the rate at which an FX Transaction was originally transacted.

48. Definitions for purposes of this Part C6 :

- (c) **"Spot Date"** means the spot delivery day for the relevant Currency Pair as generally used by the foreign exchange market;
- (d) **"Spot Price"** means the price at the time at which such price is to be determined for foreign exchange transactions in the relevant Currency Pair for value on the Spot Date, as determined by the Bank.



## PART D: TERMS AND CONDITIONS GOVERNING CUSTODY SERVICES

These terms and conditions form part of the OCBC Premier Banking and OCBC Premier Private Client Terms and Conditions (“**Agreement**”) between you and OCBC Bank (Malaysia) Berhad (“**Bank**”). This Part D contains terms and conditions governing the appointment of the Bank as your custodian (“**Custodian**”) under the Wealth Account. All capitalized terms are defined in Part A of the Agreement, save otherwise defined or stated in this Part D.

### 12 INTERPRETATION

2.1 In these Terms and Conditions, except to the extent that the context requires otherwise:

“**Property**” means all or any part of any of your Securities, cash, or any other property from time to time held by the Custodian or its nominees or agents under these Terms and Conditions, and

“**sub-custodian**” means a person utilised by the Custodian for the safe-keeping, clearance and settlement of Property, including any services normally provided by a custodian;

### 13 ESTABLISHMENT OF ACCOUNTS

11.2 You authorise the Custodian to establish on its books on these Terms and Conditions:

- (c) a Custody Account for the receipt, deposit, safe-keeping and maintenance of any Securities and other property (apart from cash); and
- (d) your MCCA (as defined and set out in Part B of the Agreement) for the debit or deposit of cash in connection with any Securities or other property in the Custody Account.

11.3 The Custody Account will be in your name.

### 14 PROPERTY ACCEPTABLE FOR CUSTODY

12.1 Subject to sub-Clause 3.2, the Custodian agrees to accept for custody in the Custody Account, Securities and any other form of property (apart from cash) acceptable to the Custodian which is capable of deposit under these Terms and Conditions.



12.2 The Custodian may in its absolute discretion decide whether to accept (in whole or in part) for custody in the Custody Account.

## 15 REPRESENTATIONS AND WARRANTIES

13.1 You hereby represent and warrant to, and undertake with the Custodian that:

- (d) during the currency of the agreement constituted by these Terms and Conditions ("Agreement"), you (and any Person on whose behalf you may act as agent or otherwise in a representative capacity) have and will continue to have full capacity and authority to enter into the Agreement and to carry out the transactions contemplated herein, and have taken and will continue to take all action (including, without limitation, the obtaining of all necessary governmental consents in any applicable jurisdiction) to authorise entering into and performance of the Agreement;
- (e) the source(s) of the Property:
  - (iii) is lawful under the laws and regulations (including the foreign exchange administration laws and regulations) of the jurisdiction binding on or applicable to you; and
  - (iv) had been legitimately acquired and not obtained from or is not the proceeds of or property derived or obtained, directly or indirectly, by any person as a result of any unlawful activity within the meaning of the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 or in contravention of any anti-money laundering laws or regulations binding on or applicable to you or Custodian;

and you will take all necessary actions to ensure that such laws or regulations will not be contravened and will be complied with at all times; and

- (f) you are solely responsible for:
  - (iii) ensuring that your Instructions are at all times in compliance with and not in breach of, and do not render the Custodian in breach of any applicable law, rule or other regulatory requirement (whether arising from any governmental or regulatory authority or that of a relevant stock exchange, Clearing House, settlement system or market as aforesaid), or market practice; and
  - (iv) compliance matters under all securities, stock exchange, depository, exchange control, company laws and regulations, including



without limitation, substantial shareholding reporting, takeover rules, and direct business transaction requirements.

## 16 TRANSACTIONS NOT REQUIRING INSTRUCTIONS

14.1 The Custodian is authorised to carry out the following relating to the Property without liability on the Custodian's part:

- (h) to sign any affidavits, certificates of ownership or other certificates relating to the Property which may be required:-
  - (iii) to obtain any Securities or cash; or
  - (iv) by any tax or other regulatory authority in any relevant jurisdiction, whether governmental or otherwise;
- (i) to collect, receive and/or credit the Custody Account or MCCA, as the case may be, with all income, payments and distributions in respect of any Property, and any capital arising out of or in connection with any Securities (including all Securities received by the Custodian as a result of a stock dividend, bonus issue, share sub-division or reorganisation, capitalisation of reserves or otherwise) and take any action necessary and proper in connection therewith;
- (j) to exchange interim or temporary receipts for definitive certificates, and old certificates for new certificates;
- (k) to make any payment by debiting your MCCA or any other account that you own with the Custodian as required:-
  - (iv) to effect any Instruction;
  - (v) to pay for Taxes, management or supervisory fees, agents' and other advisers' fees, distribution and operating expenses incurred under these Terms and Conditions; or
  - (vi) to make payments in connection with the conversion, exchange or surrender of Property held in the Custody Account;
- (l) to deliver to the Authorised Person, transaction advices/confirmations and/or regular statements of accounts showing the Property held, at such intervals as may be determined by the Custodian;



- (m) to notify the Authorised Person of all official notices, reports and financial information relating to the Property when received by the Custodian, and to seek Instructions as to any action to be taken in connection therewith; and
- (n) to attend to all other matters in connection with anything provided in this Clause 5 or any Instructions.

5.2 For purposes of this Clause, “Authorised Person” means:

- (d) the Customer;
- (e) (in the event where the Customer has appointed any investment manager to act on his/her behalf in relation to his/her Account(s)) any officers or employees of the such investment manager as have been authorised by such investment manager by notice in writing to the Bank (in its capacity as custodian) to act on such investment manager's behalf (in its capacity as the investment manager of the Customer) in the performance of any acts, discretion or duties under these Terms and Conditions; and
- (f) any other person, firm or company holding a duly executed power of attorney from the Customer which is in a form acceptable to the Bank (in its capacity as custodian).

## 17 TRANSACTIONS REQUIRING INSTRUCTIONS

15.1 The Custodian is authorised to carry out the following transactions relating to the Property upon receipt of Instructions:-

- (f) to make payment for and/or receive any Property or deliver or dispose of any Securities except as otherwise specifically provided for in these Terms and Conditions;
- (g) to deal with script issues, rights, conversions, options, warrants and other similar interests or any other discretionary rights in connection with any Property;
- (h) to exercise any voting rights attached to Securities, only as you may specify in your Instructions. For the avoidance of doubt, in the absence of your Instructions, the Custodian will abstain from voting;



- (i) to insure the Property on your behalf provided that the you make available to the Custodian, the cost of such insurance in advance or authorise the Custodian to debit such cost to your MCCA or any other Account that you maintain with the Bank; and
- (j) carry out any action affecting Property or the Custody Account other than those specified in Clause 5.

## 18 POOLING AND REGISTRATION

- 16.1 The Property will be registered as the Custodian may direct either in the name of the Custodian or its nominee company or its agent in the jurisdiction where the Property is required to be registered or may otherwise be held. The Custodian may co-mingle the Property with the property, like with like, of other customers of the Custodian including in an omnibus account held by or with another custodian or a sub-custodian. In such situations, your interest in the Property may not be identifiable by separate certificates, or other physical document or equivalent electronic records; your beneficial entitlement to any Property that has been co-mingled shall be proportionate to the Property deposited with the Custodian by you (as increased or diminished by subsequent sales or purchases from time to time) as conclusively evidenced by records maintained by the Custodian. The Custodian will identify on its books that the Property is held for the account of the Customer. The Custodian will hold, to the extent practicable, the Property in a Clearance System only in an account of the Custodian which holds exclusively assets held by the Custodian for its customers.
- 16.2 The Custodian will direct each sub-custodian to identify on its books that Property is held for the account of the Custodian as custodian for its customers. The Custodian will direct each sub-custodian, to the extent practicable, to hold Property in a Clearance System only in an account of the sub-custodian which holds exclusively assets held by the sub-custodian for its customers.
- 16.3 Any Property deposited by the Custodian with a sub-custodian will be subject only to the instructions of the Custodian, and any Property held in a Clearance System for the account of a sub-custodian will be subject only to the instructions of the sub-custodian.
- 16.4 In respect of any Property the title to or rights in respect of which are evidenced by book entry records in a Clearance System, the Custodian may require that such transfers be made as are necessary for such Property to be credited to a Clearance System account or sub-account in the name of the Custodian or its nominee or its agent.



## 19 CUSTODY ACCOUNT PROCEDURES

- 17.1 The Custodian is not obliged to credit Securities to the Custody Account before receipt of such Securities by final settlement. If the Custodian has received Instructions that would result in the delivery of Securities exceeding credits to the Custody Account for those Securities, the Custodian may reject the Instructions or may decide which deliveries it will make (in whole or in part and in the order it selects). You acknowledge and agree to bear the risk and expense associated with investing in Securities denominated in any currency.
- 17.2 The Custodian is not obliged to make a credit or debit to the MCCA before receipt by the Custodian of a corresponding and final payment in cleared funds. If the Custodian makes a credit or debit before such receipt, the Custodian may at any time reverse all or part of the credit or debit (including any interest thereon), and/or require repayment of any amount corresponding to any debit or credit (including any interest thereon). You must ensure funds and/or securities are available for settlement of purchase and/or sale (as the case may be) of securities before the applicable cut-off time. If the Custodian is the seller, the mode of payment must be acceptable to the Custodian, and the Custodian reserves the right to require payment before execution of any order to purchase Securities.
- 17.3 The Custodian may but is not obliged to make any debit to the Account which might result in or increase a debit balance. If the total amount of debits to the Account at any time would otherwise result in a debit balance or exceed the immediately available funds credited to the Account, the Custodian may decide which debits it will make (in whole or in part and in the order it selects).
- 17.4 Nothing in these Terms and Conditions shall oblige the Custodian to extend credit, grant financial accommodation or otherwise advance moneys (collectively, "Credit") to you for the purpose of meeting any payments or otherwise carrying out any Instructions. If the Custodian grants any Credit to you, the Custodian may at any time cancel any extension of Credit.
- 17.5 The operation of the Custody Account for Malaysian Ringgit Bonds shall be governed by the Code of Conduct and Market Practices for the Malaysian Corporate Bond Market, and the rules, guidelines and directives issued by any relevant authorities or bodies (collectively, the "Code"). The Code shall apply to the sale and purchase contract between you and the Bank.





## 20 USE OF AGENTS, ADVISERS AND CLEARANCE SYSTEMS

18.1 You agree and understand that:

- (c) the Custodian is authorised to appoint sub-custodians or agents (including any member of the OCBC Group), whether in its own or your name, to perform the whole or any part of the duties, and/or to exercise any of the rights and powers, of the Custodian under these Terms and Conditions. The Custodian may delegate to any sub-custodian or agent so appointed any of its duties and functions under these Terms and Conditions including (without limitation) the collection of all payments due on the Property and whether of an income or a capital nature;
- (d) the Custodian is entitled and authorised to deposit any Property (other than cash) in any Clearance System, and to open, maintain and operate an account or accounts, in its own or its nominee's name or in your name, with any such Clearance System, and any Property so held, and any such account shall be subject to the rules and operating procedures of such Clearance System and any applicable laws and regulations whether of a governmental authority or otherwise. The Custodian shall not be responsible or liable for any loss arising from the deposit of any Property with, and the employment of, any Clearance System, unless the loss is caused directly by the wilful default of gross negligence of the Custodian or the Clearance System.

## 21 OCBC GROUP'S INVOLVEMENT

19.1 You hereby authorise the Custodian without the need for the Custodian to obtain your prior consent:

- (c) when acting on Instructions from you, to purchase and sell Securities or any other property from and to the Custodian or any other member of the OCBC Group and through any member of the OCBC Group, and from and to any other client of the Custodian; and
- (d) to obtain and keep, without being liable to account to you, any commission payable by any third party or any other member of the OCBC Group in connection with dealings arising out of or in connection with the Custody Account and/or the MCCA.

19.2 You agree and understand that if the Custodian, acting on Instructions from you, arrange for investment in the name of the Custodian (but for your account) in any Securities or any other property, held, issued or managed by any member of the OCBC Group, then



such member of the OCBC Group may retain a profit (other than the charges, commissions and fees payable by you under these Terms and Conditions) without being liable to account to you for such profit.

- 19.3 You agree and understand that the Custodian may have banking relationships with companies whose Securities or any other property are held in the Custody Account or which are purchased or sold for the Custody Account.

## 22 SCOPE OF RESPONSIBILITY

20.1 You agree and acknowledge that:

- (m) save as to the extent caused by the recklessness, wilful default or fraud of the Custodian or its directors, officers, employees or agents, the Custodian shall have no responsibility or liability (whether in contract or tort, including for negligence) in respect of:-
  - (i) any acts or omissions of the Custodian:
    - (i)(a) pursuant to any Instructions; or
    - (i)(b) under these Terms and Conditions including without limitation, any execution, failure to execute, or mistakes in the execution of, any Instruction;
  - (ii) any loss or expense that you incur as a result of or in connection with the transfer to you or the collection or deposit or crediting to your MCCA or any of your Account and/or Custody Account of invalid, fraudulent, or forged transactions or any entry in your MCCA or any of your Account and/or Custody Account which may be made in connection therewith;
  - (iii) any advice or opinion which may be given to you pursuant to these Terms and Conditions or in respect of any transaction or proposed transaction;
  - (iv) any inaccuracies in or omission from any memorandum or other document prepared by the Custodian for you, or sent by the Custodian to or to the order of you; and
  - (v) loss of business, loss of profits, loss of data, indirect, consequential, special or incidental damages, liabilities, claims, losses, expenses, disbursements, awards, penalties, proceedings and costs regardless of whether the possibility of such losses or damages was disclosed to, or could have reasonably been foreseen by the Custodian.
- (n) without affecting the generality of any provisions in these Terms and Conditions, the Custodian shall not be responsible for the title, validity or genuineness of any Property or other property or evidence of title thereto received by it or delivered by it pursuant to these Terms and Conditions and shall be held harmless by you in



acting upon, and may conclusively rely on, without liability for any loss resulting therefrom, any notice, request, consent, certificate or other instrument believed by it to be genuine and to be signed or furnished by the proper party or parties, including, without limitation, Instructions;

- (o) the Custodian is responsible for the performance of only those duties as are expressly set forth herein, including the performance of any Instructions given in accordance with these Terms and Conditions. The Custodian shall have no implied duties or obligations;
- (p) all obligations and duties of the Custodian are solely of the Custodian and not those of any other members of the OCBC Group. Your rights extend only to the Custodian and not to any other members of OCBC Group;
- (q) unless expressly provided for herein, the Custodian is not responsible for the acts, omissions, defaults or insolvency of any third party including, any broker, counterparty or issuer of Securities;
- (r) You shall examine the following and notify the Custodian of any discrepancy between Instructions given and the statements or entries shown therein and/or of any other errors therein:
  - (i) within 24 hours of receipt of a transaction advice/confirmation; and
  - (ii) within 7 days of receipt of statement of account supplied to you by the Custodian pursuant to Clause 5.1(e).In the absence of any notification by you within the stipulated time, all such entries or statements shall be taken as correct, conclusive and binding on you;
- (s) the Custodian is not responsible for the form, accuracy or contents of any notice, circular, report announcement or other material provided under Clause 5.1(f) and not prepared by the Custodian, including the accuracy or completeness of any translation, if any, in regard to such forwarded communications. Nothing herein obliges the Custodian to provide any translation of any communications;
- (t) the Custodian or its nominees, sub-custodians or agents, as the case may be, may (but without being under any duty or obligation) institute or defend legal proceedings, or take or defend any other action arising out of or in connection with the Property provided that you indemnify the Custodian against any costs, charges and expenses arising from such proceedings or other action and makes available to the Custodian such security in respect of such costs, charges and expenses as the Custodian in its absolute discretion deems necessary;



- (u) all collections of the Property and of any funds or other property paid or distributed in respect of the Property is made at your risk;
- (v) you shall be responsible for all filings, tax returns and reports on any transactions undertaken pursuant to these Terms and Conditions which must be made to any relevant authority whether governmental or otherwise and for the payment of all unpaid calls, taxes (including without limitation any sales and services tax or value added tax), imposts, levies or duties due on any principal or interest; or any other liability or payment arising out of or in connection with the Property, and in so far as the Custodian is under any obligation (whether of a governmental nature or otherwise) to pay the same on your behalf it may do so out of any moneys or assets held by the Custodian pursuant to these Terms and Conditions;
- (w) the Custodian is not acting under these Terms and Conditions as your tax adviser, investment manager or investment adviser and that the Custodian's duty is solely to keep safe custody of the Property (with responsibility for the selection, acquisition and disposal of the Property remaining with you at all times); and
- (x) the Custodian shall be a bare custodian and not a trustee.

11.2 To the fullest extent permitted by laws and regulations, the Custodian's maximum liability under or in connection with these Terms and Conditions (whether in respect of one or more claims) shall not exceed RM1 million.

### 13 DISCLOSURE BY YOU

14.2 You shall provide in a timely manner all such information and proof (copies or originals), including the identities and details of the substantial shareholders in any companies, beneficiaries and ultimate beneficiaries and tax status of the foregoing, as may from time to time be deemed required by the Custodian to comply with or fulfill any obligations under any laws, including without limitation tax laws, money-laundering laws and regulations:

- (d) prior to the establishment of your MCCA and Custody Account;
- (e) regularly on a monthly basis or such other interval as the Custodian may from time to time inform you; and
- (f) at any time on the Custodian's written request.

14.3 You warrant and represent to, and covenant with the Custodian that all information provided by you to the Custodian in relation to these Terms and Conditions shall be true,



accurate and complete, and you shall update the Custodian promptly with any changes to the information.

## **18 WITHHOLDING TAXES**

15.1 If any Taxes become payable with respect to any payment to be made to you, such Taxes shall be payable by you and the Custodian may withhold the Taxes from such payment. The Custodian may withhold any cash held or received with respect to the MCCA or any of your Account and apply such cash in satisfaction of such Taxes. If any Taxes become payable with respect to any prior payment made to you by the Custodian, the Custodian may withhold any cash in satisfaction of such prior Taxes. You shall remain liable for any deficiency. The Custodian does not provide any tax relief or tax reclaim services for you.

## **19 INDEMNITY**

16.1 You agree to indemnify the Custodian and each of the Custodian's nominees, sub-custodians or agents and to hold the Custodian and such nominees, sub-custodians or agents harmless, against all costs, liabilities and reasonable expenses including (without limitation) any legal fees and disbursements on a full indemnity basis, and any Taxes, including without limitation sales and services tax, value added tax or similar tax in connection therewith arising directly or indirectly:

- (e) from the fact that the Property is registered in the name of or held by the Custodian or any such nominee or agent;
- (f) without limiting the generality of Clause 14.1(a), from any act or thing (including, without limitation, any overdraft or other financial accommodation which arises on the books of the Custodian whether on an advised or unadvised basis) which the Custodian or such nominee or sub-custodian or agent allows, takes or does or omits to allow, take or do in relation to the Property under or pursuant to these Terms and Conditions or as a consequence of the carrying out of any Instructions;
- (g) from the Custodian or any such nominees or agent carrying out any Instructions believed by it in good faith to have been given by an Authorised Person; or
- (h) from any claims, demands, actions, legal proceedings made, issued or commenced against the Custodian (i) which you are not fully successful, or (ii) by a third party who is in dispute (whether related to the custody services) with you.



This indemnity shall not be discharged or cancelled under any circumstances whatsoever and shall continue as an independent covenant without merger into any judgement that the Custodian may obtain against you. The certificate or confirmation issued by the Custodian as to any losses, expenses, claims or damages payable to it pursuant to this clause shall, save for any manifest error, be final and conclusive and binding upon you,

PROVIDED THAT neither the Custodian, its nominees, sub-custodians or agents shall be indemnified against any liability arising out of the Custodian's or such nominee's or sub-custodian's or agent's own negligence or wilful default.

## **20 LIEN**

If you owe any liabilities and obligations (whether actual or contingent) to the Custodian under these Terms and Conditions, the Custodian shall have a general lien on all Property (other than cash) until the satisfaction of all liabilities and obligations. The Custodian shall be entitled to, by prior written notice to you, sell or otherwise realise any such Property and to apply the proceeds of any such sale or realisation and monies from time to time deposited with it under these Terms and Conditions to satisfy such liabilities and obligations; for the purpose of such application the Custodian may purchase with any monies standing to the credit of any account such other currencies and at such rate(s) of exchange as may be necessary to effect such application.

## **21 FEES AND EXPENSES**

Without prejudice to any of its liabilities and obligations under these Terms and Conditions, you agree to pay to the Custodian from time to time such fees/commission including any applicable sales and services tax or other value added tax (whether imposed in Malaysia or elsewhere) for its services pursuant to these Terms and Conditions as may be notified by the Custodian to you from time to time and the Custodian's out-of-pocket or incidental expenses, including (without limitation) all those items referred to in Clause 5.1(d)(ii), and you agree to hold the Custodian harmless from any liability, loss, or withholding, resulting from any Taxes or other governmental charges, and any expenses related thereto, which may be imposed, or assessed in connection with or arising out of the Custody Account and/or the MCCA or any of your Account. The Custodian is further authorised to debit (as well after as before the date of any termination pursuant to Clause 17) any account of yours with the Custodian including (without limitation) your MCCA or any of your Account, any amount owing to the Custodian from time to time under these Terms and Conditions. The fees and charges for services provided by the Custodian to you may be varied by the Custodian by giving prior written notice to you.



## 22 TERMINATION

The custody services are availed to a Customer with a Wealth Account, for the appropriate Products and Securities in the Wealth Portfolio which are required to be maintained with the Custodian. The Customer may refer to the terms and conditions in Part A of the Agreement, pertaining to the handling of Products and Securities under custody, upon termination of the Wealth Portfolio. If the Custodian has effected any transaction on behalf of the Customer and the settlement of such transaction is likely to extend beyond the termination of the Wealth Portfolio, the Custodian shall be entitled in its absolute discretion to close out or complete such transaction and to retain sufficient Property for that purpose.

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