AmWealth
Group Wealth Management

Master Terms And Conditions Governing Investment Products
(Unit Trust, Structured Investments Product & Bond/Sukuk)

PART A - SCOPE, INTERPRETATION AND APPLICATION

A1 Scope and Application

1.1. This Master Terms and Conditions ("Master T&C") shall apply to Investment Account(s) opened and maintained with AmBank (M) Berhad [Registration No.: 196901000166 (8515-D)] and/or AmBank Islamic Berhad [Registration No. 199401009897 (295576-U)].

1.2. Where there is any inconsistency between General Terms (Part B) and Product-Specific Terms (Part C), the Product-Specific Terms (Part C) shall prevail.

1.3. Where any term of this Master T&C conflicts with Applicable Law, Applicable Law shall prevail.

1.4. By maintaining an investment account, placing any investment instruction or using any related service, the Customer acknowledges having read, understood and agreed to be bound by this Master T&C.

A2 Interpretation

"Account Opening Form" means the application form provided by the Bank to the Customer in accordance with its general operating procedures for the application by the Customer to open an Investment Account;

"AmBank Group" means all the related corporations and associate corporations of the Bank whether incorporated inside or outside Malaysia, existing now or in the future and reference to 'AmBank Group' in this Master T&Cs herein shall include all or any entity within the AmBank Group;

"Applicable Law" means all relevant or applicable statutes, laws, rules, regulations, directives, notices and circulars;

"Bank Account" means the Malaysian Ringgit Bank Account and Foreign Currency Bank Account;

"Bank" means AmBank (M) Berhad Registration No. 196901000166 (8515-D) and/or AmBank Islamic Berhad Registration No. 199401009897 (295576-U), companies incorporated under the laws of Malaysia and having their registered address at Level 22, Bangunan AmBank Group, No. 55, Jalan Raja Chulan, 50200 Kuala Lumpur;

"Banking Day" means a banking day and the banking hours of the Bank's main branch at No. 8, Jalan Yap Kwan Seng, 50450 Kuala Lumpur;

"BNM" means the Bank Negara Malaysia or Central Bank of Malaysia;

"Bond/Sukuk Investment Account" means the Customer's account maintained for the purpose of holding Bonds/Sukuk;

"Bond" means debt securities or debt instruments, including commercial papers, medium term notes, bonds, certificates of deposits and other like interests, held or to be held, sold, purchased, transferred or deposited by either the Bank as a nominee, the Custodian or any other nominee decided by the Bank, for and on behalf of the Customer in accordance with this Master T&C;

"Business Day" means a day on which the Banks in Kuala Lumpur are open for business;

"Closed-end Fund" means any unit trust, investment fund, mutual fund or any other collective investment scheme authorized or recognized by SC (or deemed to be authorized or recognized under law) and distributed by or made available through the Bank during the Fund's initial public offering period and not available for further subscription after the end of the initial public offering period;

"CMSA" means the Capital Markets and Services Act 2007, as amended and supplemented from time to time;

"Cooling-Off Period" means minimum 6 business days refund right for eligible first-time investors;

"Current Account and/or Savings Account or Current Account-i and/or Savings Account-i" means a non-interest/non-profit* bearing and/or interest/profit bearing deposit account depending on the type of account held with the Bank;

"Custodian/Nominee/Sub-Custodian" means the Bank or authorised custodians holding investments on behalf of the Customer;

"Customer" means any person or persons who hold(s) and operate(s) an Investment Account with the Bank;

"Cut-off Time" means the earlier of 4:00 p.m. or the regular closing time of the relevant market;

"Electronic Services" means the Bank's online services for viewing information, placing orders, and accessing product tools;

"FIMM" means Federation of Investment Managers;

"Foreign Currency Bank Account(s)" means the foreign currency denominated account(s) opened and maintained with the Bank by the Customer for the purposes of debiting and crediting funds for the Services relating to the Bond and/or Sukuk denominated in foreign currency. The Bank Account(s) shall be maintained in the same currency as the Bond and/or Sukuk transacted;

"Fund Currency" means Currency in which the Fund transacts;

"Fund" means any unit trust, investment fund, mutual fund or any other collective investment scheme authorized or recognized by SC (or deemed to be authorized or recognized under law) and distributed by or made available through the Bank from time to time and shall include Money Market Fund;

"Investment Account" means the account on which the Customer opens and maintains to have access to the financial products and services provided by the Bank;

"IP Rights" means all intellectual property rights (whether by way of copyright or otherwise) in any information, materials, data, analytical tools, reports, systems or functionalities made available through the Bank's Electronic Services or provided by any third-party information provider appointed by the Bank, which shall vest solely in and remain the exclusive property of the Bank and/or such third-party provider.

"Malaysian Ringgit Bank Account" means the Malaysian Ringgit denominated account opened and maintained with the Bank by the Customer for the purposes of debiting and crediting funds for the Services relating to the Bond and/or Sukuk denominated in Malaysian Ringgit;

"Manager" means the manager and/or issuer of any Fund;

"Money Market Fund" is a type of unit trust, investment fund, mutual fund or any other collective investment scheme authorized or recognized by SC (or deemed to be authorized or recognized under law) investing primarily in debt based securities which has a short term maturity of less than 12 months and offers high liquidity with very low level of risk;

"Officer" means any officer or employee of the Bank;

"Open-end Fund" means any unit trust, investment fund, mutual fund or any other collective investment scheme authorized or recognized by SC (or deemed to be authorized or recognized under law) and distributed by or made available through the Bank without limited offer period unless notified by the Manager;

"Order" means any authorization, request, instruction or order (in whatever form and however sent) given or transmitted to the Bank by the Customer or which the Bank or an Officer reasonably believes to be the authorization, request, instruction or order of the Customer, and includes any authorization, request, instruction or order to revoke, ignore or vary any previous authorization, request, instruction or order;

"Parties" means the Bank and the Customer;

"Person" includes any individual, government, statutory body, business, firm, partnership, corporation or unincorporated body;

"Personnel" means the directors, officers, employees, servants, agents and employees of the Bank and/or its nominee;

"SC" means Securities Commission of Malaysia;

"Services" means the services provided by the Bank to the Customer as described in Part B and C herein, subject always to Schedule 6 (or Section 229) of the CMSA;

"Settlement Date" means the date on which the proceeds of the purchase or sale of an instrument are settled;

"SIDREC" means Securities Industry Dispute Resolution Centre;

"Sophisticated Investor" means a Customer who has successfully declared themselves as a sophisticated investor and falls within any of the categories of investors set out in Part 1 Schedule 6 and 7 of the CMSA (as the same may be amended from time to time) and the term as defined in Clause 2.01 of the "Guidelines on Unlisted Capital Market Products under the Lodge and Launch Framework" issued and revise;

"Structured Products" means any investment product which derives its value by reference to the price(s) or value(s) of an Underlying Reference, which the Investor agrees to transact or invest with the Issuer, and which is designated by the Issuer to be governed by this Master T&C from time to time;

"Sukuk" means certificates of equal value representing undivided shares in the ownership of tangible assets, usufructs and services or in the ownership of the assets of particular projects or special investment activity, which will only arise after receipt of the value of the sukuk, the closing subscription and the employment of funds received for the purpose for which the sukuk were issued, and which are held or to be held, sold, purchased, transferred or deposited by either the Bank as a nominee, the Custodian or any other nominee decided by the Bank, for and on behalf of the Customer in accordance with this Master T&C;

"Third party distributor" means an institution, corporation or organization that markets and distributes units of Fund(s) managed by another entity;

"Third party provider" shall refer to Novagni Analytics and Advisory Sdn Bhd, the company engaged by the Bank to provide the digital information pertaining to the Fund(s) available for online transaction through the electronic services provided by the Bank;

"Trade Confirmation" refers to the document that sets out the particulars of each Trade in the Bond/Sukuk;

"Trade Date" means the date on which the Bank execute the relevant trade or transaction following receipt of Customer's duly completed instruction form or transfer instruction form;

"Trade/Transaction" means any transaction effected under the Investment Account in respect to the subscription, switching, transferring and redemption applications of units in any Fund;

"Unit Trust Fund" means a form of collective investments that allow investors with similar objectives to pool their savings which are then invested in a portfolio of shares or other assets managed by professional fund managers, which includes conventional Unit Trust Fund and Shariah-compliant Unit Trust Fund;

"Unit" means a share or unit in a Fund; and

"Wholesale Fund" means a unit trust fund that is open for subscription, offered and issued only to a Sophisticated Investor.

PART B – GENERAL TERMS APPLICABLE TO ALL PRODUCTS

B1 Account Opening and Authority

1.1 The Customer shall complete the Bank's prescribed account opening documentation, including any investment account opening form, and shall maintain a transactional bank account denominated in the relevant currency for debiting and crediting monies relating to investment transactions.

1.2 The Customer irrevocably authorises the Bank and any of its appointed representatives, nominees, custodians or agents to execute documents and perform acts reasonably required in connection with the services provided under this Master T&C, in the Customer's name and on the Customer's behalf. This authority shall continue until all transactions are settled and all liabilities are discharged.

1.3 Joint Accounts (If Applicable)

(a) Where the Investment Account is opened as a joint account, the signing instruction selected by the Customer ("All to sign" or "Either one to sign") shall apply to all transactions and instructions in relation to the Investment Account.

(b) If "All to sign" is selected, the Customer agrees and understands that the Bank shall act on instruction only upon obtaining the signatures of all joint account holders, and the Customer hereby releases and indemnifies the Bank against any claims, losses or liabilities arising from the Bank acting upon such signing instruction, except where such losses arise out of the Bank's gross negligence or wilful default.

(c) If "Either one to sign" is selected, the Customer agrees and understands that either joint account holder shall have the right to give instructions and the Bank may act on such instructions, and the Customer hereby releases and indemnifies the Bank against any claims, losses or liabilities arising from the Bank acting on such instructions, except where such losses arise out of the Bank's gross negligence or wilful default.

(d) Where "Principal Applicant to sign" applies (for accounts opened with a minor as joint holder), the Customer agrees and understands that:

(i) the principal applicant shall have the exclusive right to give instructions for the account until the minor attains 18 years of age; and

(ii) the principal applicant releases and indemnifies the Bank from any claims, losses or liabilities arising from the Bank acting upon such signing instruction, except where such losses arise out of the Bank's gross negligence or wilful default.

(e) Upon the minor attaining 18 years of age, the minor's name may be transferred into the account as a full joint holder upon such terms and documentation as the Bank may require.

(f) The obligations and liabilities of joint account holders under this Clause B1.3 are joint and several and shall continue to bind all joint account holders until written notice of any change acceptable to the Bank is received and processed.

B2 Instructions, Execution and Cut-Off Times

2.1 The Bank may act on any written which the Bank, acting in good faith, believes to be issued by the Customer. The Bank is under no duty to verify the identity or authority of the person giving instructions via electronic means or authentication credentials.

2.2 The Bank does not accept oral instructions for investment transactions.

2.3 Instructions received before the applicable Cut off Time shall be processed on the same Business Day. Instructions received after the Cut off Time shall be treated as received on the next Business Day.

2.4 Any instruction or part thereof that cannot be fully executed on the Trade Date shall lapse and must be resubmitted by the Customer.

2.5 The Bank shall not be liable for any delay, partial execution, non execution or market loss arising between the time an instruction is submitted and the time the instruction is executed or effected.

B3 Nominee, Custody and Corporate Actions

3.1 The Bank, the Custodian or any appointed nominee may hold investments on behalf of the Customer. The Customer acknowledges that investments may be commingled with the property of other customers.

3.2 Where investments are held in nominee capacity:

(a) the Customer may not appear on the issuer's register of holders;

(b) the Customer shall not be entitled to exercise holder-level rights directly (such as attending meetings or voting), unless otherwise permitted; and

(c) registrations, safekeeping, settlement and corporate action rights shall be handled by the Bank or its agents.

3.3 The Bank shall credit to the Customer any entitlement or distribution (including dividends, coupons, profit payments, maturities or other benefits) in proportion to the Customer's holdings. Fractional entitlements may be settled in cash.

B4 Prices, Market Information and Valuations

4.1 Any price, valuation, indicative yield, performance information, analytics or report made available by the Bank is provided strictly for reference and does not constitute advice or a binding quote unless expressly stated.

4.2 Market information may be obtained from third party information providers. The Bank does not warrant the accuracy, timeliness or completeness of such information and accepts no liability for reliance thereon.

4.3 For all products, the price actually executed or processed shall be the price determined in accordance with the relevant product governing documents, regardless of any indicative price previously viewed or communicated.

B5 Settlement, Debiting and Crediting of Funds

5.1 For purchases, the Bank may debit the Customer's designated Bank Account for the full settlement amount (including estimated taxes, duties, charges or expenses) upon receipt of the instruction or at any time prior to Settlement Date. The Customer shall ensure sufficient cleared funds are available.

5.2 If the Bank Account has insufficient funds, the Bank may, at its discretion, set off or debit from any other account of the Customer maintained with the Bank or AmBank Group to meet the shortfall.

5.3 For sales, maturities, redemptions, profit or coupon payments, the Bank shall credit the Customer's designated Bank Account (net of applicable fees, taxes and charges) within the applicable settlement period after receipt of monies.

5.4 The Customer agrees that any sums withheld for settlement purposes do not constitute a debt owed by the Bank and shall not be available for withdrawal until released by the Bank.

B6 Customer Representations, Warranties & Acknowledgement of Risks

6.1 Capacity, Authority and Status

(a) The Customer has full power, authority and legal capacity to enter into, deliver and perform this Master T&C and each transaction; where the Customer is a body corporate, all necessary corporate actions have been duly taken.

(b) The execution, delivery and performance of this Master T&C and any trade documents do not and will not contravene any applicable law, court order, constitutional document, contract or restriction binding on the Customer or the Customer's assets.

(c) All consents, licences, approvals, authorisations and exemptions required for the Customer to enter into and perform this Master T&C and the transactions contemplated have been obtained and remain in full force and effect.

(d) The Customer acts as principal and not as agent or trustee for any other person in relation to the accounts and transactions hereunder.

(e) The Customer undertakes that particulars (including residency status and contact details) provided to the Bank are true, complete and up to date, and the Customer further undertakes that the Customer shall promptly notify the Bank of any change.

6.2 Legal and Regulatory Compliance

(a) The Customer is not subject to any prohibition, restriction, sanction or disability under applicable law that would prevent the Customer from opening or operating the Investment Account or entering into transactions hereunder.

(b) The amounts invested are funds from legitimate sources and are not related, directly or indirectly, to any unlawful activities, including those criminalised under anti money laundering, counter terrorism financing and proceeds of unlawful activities legislation.

(c) The Customer shall not utilise proceeds of transactions for any purpose prohibited by applicable law, including dealings in strategic items in contravention of applicable export or strategic trade controls.

(d) Where applicable, the Customer undertakes that the Customer's status (including any "sophisticated investor" status) and eligibility as required by law and undertakes to inform the Bank if such status changes.

6.3 Tax, Residency and Cross Border Matters

(a) The Customer represents that the Customer's tax, residency and presence information (including any information relating to the Customer's status under any foreign tax regime) provided to the Bank is accurate, and undertakes to notify the Bank of any changes within the time required by the Bank or applicable law.

(b) The Customer acknowledges that withholding, reporting and other tax requirements may apply to payments or holdings and authorises the Bank to withhold, deduct, disclose or report as required by applicable law.

6.4 Information, Reliance and Suitability

(a) The Customer has conducted the Customer's own independent investigation and analysis of each product and transaction and has not relied on any advice, recommendation or representation by the Bank, unless the Bank expressly provides regulated advice following a suitability assessment as required by law.

(b) The Customer understands that any product information, price quotes, analytics and market data made available by the Bank or third party providers are indicative or for reference only and may be incomplete, inaccurate, out of date or subject to change.

(c) The Customer acknowledges that the Bank's role, unless expressly agreed otherwise, is limited to execution, custody/nominee services and distribution (as applicable), and the Bank owes no advisory or fiduciary duty to the Customer in connection with any transaction.

(d) For Unit Trusts and Structured Investment Products, the Customer understands the distinction between the Bank's distributor role and the Manager's/Issuer's responsibilities and agrees that the governing fund or product documents prevail.

6.5 Product Wide Risk Acknowledgements

The Customer understands and accepts that all investments have its own set of risk(s) including but not limited to:

(a) Market Risk - Adverse movements in prices, interest or benchmark rates, credit spreads, indices, foreign exchange or commodities due to macroeconomic, geopolitical, liquidity or technical factors. The value of investments may fluctuate and past performance is not indicative of future results.

(b) Credit/Default Risk - Risk that an issuer, counterparty or obligor (including bond or sukuk issuers, SIP issuers or deposit takers) fails to make payment when due, becomes insolvent or defaults, potentially resulting in partial or total loss.

(c) Interest/Benchmark Rate Risk - Changes in benchmark or interest rates may adversely affect valuations, coupons/profit and total returns.

(d) Currency/FX Risk - For non ringgit investments or where assets are denominated in or linked to foreign currencies, foreign exchange movements can affect returns and principal.

(e) Liquidity Risk - Limited or no marketability, trading suspensions, wide bid offer spreads or market closures may prevent transactions from being executed at desired prices or times.

(f) Operational and Custody Risk - Losses may arise from system failures, cyber incidents, errors, delays, sub custodian defaults, nominee arrangements and other operational issues; electronic instructions carry inherent transmission and security risks.

(g) Legal/Regulatory/Tax Risk - Changes in law, regulation, tax rules, trading rules or corporate action frameworks may impact valuations, cashflows, rights or the ability to hold or dispose of investments.

6.6 No Assurance and Independent Advice

(a) No communication (written or oral) from the Bank should be construed as a guarantee of returns, or assurance of principal or performance, unless expressly stated in the governing product documents.

(b) The Customer is responsible for obtaining independent financial, legal, tax and accounting advice in respect of any investment, and the Bank bears no responsibility for such advice or for decisions made by the Customer.

6.7 Continuing Nature and Change in Circumstances

(a) The representations and warranties in this Section B6 are deemed repeated on each date the Customer gives an instruction, enters into a transaction or maintains an Investment Account.

(b) If any representation or warranty becomes untrue, inaccurate or misleading, the Customer shall notify the Bank in writing as soon as reasonably practicable (and, where specified by law or the Bank, within a stated time period) and shall provide such further information as the Bank may reasonably request.

B7 Assignment, Transfer and Encumbrance

(a) A Customer who intends to transfer any investment or any interest, entitlement, profit or right in an investment to a third party shall be solely responsible for complying with all applicable laws, regulations, rules and requirements relating to such transfer, including any required disclosures, risk warnings or eligibility criteria.

(b) The Customer acknowledges that any third-party recipient or transferee of such investment shall not be, and shall not be treated as, a Customer of the Bank unless and until that third party has separately opened and maintains the relevant investment account(s) with the Bank in accordance with the Bank's account opening requirements.

(c) The Bank has no obligation to recognise or act on any transfer (or attempted transfer) unless the transfer complies with applicable laws, product specific terms, operational requirements and the Bank's internal policies.

(d) No transfer by the Customer shall bind the Bank or confer any right on any third party unless accepted by the Bank in accordance with its procedures.

PART C – PRODUCT-SPECIFIC TERMS

C1 Bonds and Sukuk

1.1 Scope and Trade Documents

(a) This Section governs all transactions and holdings in Bonds and Sukuk via the Bank.

(b) Without limiting the generality of the foregoing, transactions in Bonds and Sukuk may be documented through various product specific documents, including but not limited to:

- Investment Account Opening Form (For Individual);
- Investment Account Opening Form (For Non-Individual);
- Bond/Sukuk Fact Sheet;
- Bond/Sukuk Investment Key Features Document;
- Investment Transaction Form;
- Bond/Sukuk Transfer Instruction Form;
- Bond/Sukuk Trade Confirmation;
- Bond/Sukuk Transfer Confirmation Advice;
- Bond/Sukuk Maturity Advice; and
- Bond/Sukuk Coupon/Profit Advice.

(c) The documents listed in Part C1.1(b), together with any other documents required by the Bank in connection with Bond/Sukuk transactions (collectively, the "Trade Documents"), shall be read together with and form part of this Master T&C. In the event of any conflict or inconsistency between this Master T&C and any of the Trade Documents, the product governing document or this Master T&C shall prevail to the extent of such inconsistency, unless expressly stated otherwise in the applicable product governing document.

1.2 Authority

The Customer irrevocably authorises the Bank and any appointed representative to execute documents and perform acts in the Customer's name as reasonably required for the provision of services until all transactions are settled and liabilities discharged upon termination.

1.3 Investment Services

(a) The Customer may instruct the Bank to purchase, subscribe, sell, dispose of and transfer Bond/Sukuk and to deal with brokers, dealers, agents or other appropriate persons for such purposes.

(b) At the Customer's request, and subject to the Bank's discretion, the Bank may repurchase Bond/Sukuk at prevailing market price and conditions. The Bank is not obliged to buy back any Bond/Sukuk, create a market, or meet any price expectation.

1.4 Custodial Services

(a) The Customer further appoints and authorises the Bank to perform the following custodial services for the customer:-

- to hold or to appoint a Custodian to hold the Customer's Bond/Sukuk in safe custody;
- to hold or arrange for bearer instruments to be held in that form and to register any other instruments in the name of the Bank, the Custodian or any other person appointed by the Bank; and/or
- to notify the Customer of information received by the Bank, the Custodian or any other person appointed by the Bank relating to the Bond/Sukuk deposited, and to request, collect, receive and make payments or distributions attributable to such Bond/Sukuk arising from the acquisition, ownership, disposal, conversion, exchange, corporate or financial restructuring, capital reorganisation, credit events (including rating downgrade, rating suspension and default by the Bond/Sukuk issuer or any payment obligations) or otherwise.

(b) The Bank shall be entitled and may also authorise the Custodian to appoint, without the Customer's further consent, any bank, trust company or member firm of any securities exchange to act as:-

- a Sub-Custodian of any Bond/Sukuk on the Customer's behalf pursuant to this Master T&C; and
- an administrator to assist the Bank or the Custodian to perform the obligations of the Services on such terms as the Bank may consider appropriate.

(c) The Bank shall not be liable in any manner whatsoever for any loss suffered by the Customer for any acts or omissions of the Sub-Custodian in connection with any Bond/Sukuk held, in the case where the Sub-Custodian has been properly and lawfully appointed.

1.5 Accounts and Records

(a) The Customer shall maintain (i) a bank account (in MYR and/or the relevant foreign currency) and (ii) a Bond/Sukuk investment account with the Bank.

(b) The Bank shall credit all income and proceeds to the Customer's bank account and maintain separate records of the Customer's holdings;

(c) the Customer will receive transaction/confirmation statements from the Bank for Trades conducted for the Customer.

1.6 Trades and Nominee Structure

(a) The Customer agrees that all Trades conducted and all Bond/Sukuk delivered, purchased or held pursuant to the Services will be made or held:-

- in the name of the Bank, as nominee; or
- by the Bank's Custodian or any other nominee as the Bank deems fit.

(b) Consequently, the Customer acknowledges that:-

- the Customer will not be considered as the Bond/Sukuk holder(s) under the trust deed (or other constituent document of the Bond/Sukuk) of the respective Bond/Sukuk;
- the Customer will not be entitled to exercise any of the rights ordinarily exercisable by a Bond/Sukuk holder (e.g. the right to call for a Bond/Sukuk holders' meeting , to attend any Bond/Sukuk holders' meeting, to vote thereat and the right to have the Customer's particulars appear in the register of the Bond/Sukuk holders); and
- the Bank and/or Custodian will not be required nor obliged to attend or make arrangements to attend any meetings, complete proxies, exercise any rights or vote on any matters relating to the Customer's Bond/Sukuk.

1.7 Bank's Prerogative

The Bank has the power or right:-

(a) to take or refrain from taking action as required under any law, regulation, order, directive, notice or request of any government agency (whether or not having the force of law), provided always that such rights shall not impinge any rights of the Customer under such law;

(b) to withhold/make payment of any taxes or duties payable for the Bond/Sukuk on behalf of the Customer;

(c) to act or refrain from acting according to the default option specified in any notification or request sent to the Customer under Clause C1.4(a) above if the Bank does not receive the Customer's instruction or the Customer delays giving such instructions;

(d) to co-mingle the Customer's Bond/Sukuk with the property of other owners;

(e) to deposit, process or hold the Customer's Bond/Sukuk in a depository or system providing central clearing and settlement facilities, and in such case the Bank shall be absolved of any liability for any acts or omissions by the manager or operator of such depository or system; and

(f) With regard to Sukuk, to enter into any transactions or instruments as required by Shariah in order to give effect to the Customer's instructions (if required).

1.8 Distributions and Default Handling

(a) The Bank shall distribute any entitlement or benefits, including cash proceeds attributable to a Bond/Sukuk as set out in C1.4(a) above to the Customer in accordance with the proportion of the Customer's holding of the Bond/Sukuk to the Bank or Custodian/nominee's total pooled holding of the Bond/Sukuk on behalf of all Customers.

(b) If the Bond/Sukuk issuer defaults in making payment, and:-

- if the Customer instructs the Bank to sell the Bond/Sukuk, the Bank or its Custodian/nominee shall make the sale, and the Customer shall receive such

sale proceeds (if any) on the Bank's/Custodian's/nominee's best effort basis at the then prevailing market price; or

- if the Customer does not instruct the Bank to sell the Bond/Sukuk, the Customer shall receive the residual value of the Bond/Sukuk (if any) paid by the defaulting Bond/Sukuk issuer.

(c) If a distribution necessitates the allocation of a fraction of an asset or unit of currency to the Customer, the Bank or its Custodian/nominee shall calculate the value of such fractional entitlement of the Customer and credit the same to the Customer's Bank Account.

(d) The Bank or its Custodian/nominee will not deliver the documents of title, certificates or any other instruments relating to the defaulted Bond/Sukuk to the Customer.

(e) The Customer bears the default risk of the Bond/Sukuk issuer and has no claim against the Bank for such default.

1.9 Agents and Delegation

The Bank may appoint nominees/agents and delegate powers under this Part C1.9.

1.10 Disclosure and Privacy

(a) By selecting the relevant consent option in the Consent Form for Disclosure of Customer Personal Data to Third Parties and Declaration Section for Privacy Notice and Marketing Purpose, the Customer expressly and voluntarily consents and permits the Bank disclosing Customer's personal data for the purposes set out therein and in the applicable Privacy Notice. The Customer acknowledges that such consent is provided freely and may be withdrawn at any time by giving notice to the Bank in accordance with the procedures specified in the aforesaid forms and the Privacy Notice. The AmBank Group Privacy Notice is available at the AmBank Group website at www.ambankgroup.com and branches of AmBank(M) Berhad/AmBank Islamic Berhad.

(b) The terms and conditions relating to disclosure shall continue to apply notwithstanding termination of the Services.

1.11 Purchase Instructions

The Customer agrees that the Bank is not obliged to act on, proceed with or complete any instructions to purchase the Bond/Sukuk unless and until the Customer has sufficient funds in the Bank Account to pay for the purchase price and any other estimated expenses for such purchase.

1.12 Sale Instructions

The Customer agrees that the Bank is not obliged to act on, proceed with or complete any instruction to sell the Bond/Sukuk unless the Customer has sufficient units of such unencumbered Bond/Sukuk in the Bond Investment Account to be sold.

1.13 Cut off Time

(a) The Customer acknowledges that each instruction submitted before the relevant Cut-off Time is only valid on the Trade Date specified in the instruction, and any instruction or any part of such instruction that has not been fully carried out shall lapse on the Trade Date. The Bank does not guarantee that any or all purchase or sale instructions will be successfully carried out. The Customer is required to submit an instruction for the Trade again the next working day for any uncompleted Trade or uncompleted part of the Trade.

(b) The Customer agrees that for all other instructions to be given to the Bank, the Customer's instructions shall allow the Bank sufficient or reasonable time to comply with such instructions.

1.14 Procedure and Processing

(a) Purchase of Bond/Sukuk

(i) The Customer agrees that the following provisions shall apply to the Bank upon its receipt of an instruction to purchase the Bond/Sukuk:-

- First, the Bank shall calculate the total sum required (including any actual or estimated tax, duty or other expenses) for the purchase.
- Thereafter, the Bank shall debit such sum calculated from the Customer's Bank Account. If the Bank Account has insufficient balance, the Bank, in its discretion, may set-off the shortfall amount (including any other additional expenses incurred or to be incurred in doing so) from other accounts (in the form of credit balance and/or credit facility) of the Customer with the Bank and/or AmBank Islamic Berhad. (as the case may be).

(ii) The Customer agrees and authorises the Bank:-

- To withhold from the Customer's Bank Account, sufficient monies to pay for the purchase price of the Bond/Sukuk and estimated tax, duty and other expenses required to complete the purchase on the Trade Date; and
- To debit the Customer's Bank Account, or other Customer's accounts held in the Bank and/or AmBank Islamic Berhad (as the case may be) (in the form of credit balance and/or credit facility) should there be insufficient balance in the Customer's Bank Account, any time prior to the Settlement Date to settle the Trade on the Settlement Date.

(iii) In the interim, the Customer agrees that the Customer shall not be entitled to utilise or deal with all or any part of such sum in the Bank Account and agrees that such amount debited does not become a debt due from the Bank to the Customer.

(iv) The Customer also acknowledges and agrees that:-

- The bank may act for other Customers, in addition to the Customer, in bidding for the Bond/Sukuk;
- The Bank is entitled, in its discretion, to allocate the total Bonds/Sukuks owned/purchased by the Bank among the Customer and other Customers of the Bank in any manner whatsoever and the Customer acknowledges that the amount allocated to the Customer may be less than the amount stipulated by the Customer in the Bond/Sukuk Purchase Instruction Form. However, the Bank agrees to use its reasonable endeavours to effect such allocation equitably among the Customer and other Customers of the Bank;
- The Customer accepts such allocation of the Bond/Sukuk by the Bank as final and conclusive.
- The Customer shall have no claim whatsoever (including the recovery of any loss, direct or indirect, or anticipated profit) against the Bank.

(v) If the Bank is unable to process the Trade, the Customer's payment for the Bond/Sukuk will be refunded in full without interest/charges within ten (10) Banking Days from the date of payment.

(vi) For the avoidance of doubt, AmBank Islamic Berhad applies the Shariah concept of Ujrah Lil Khidmah/Khadamat (fee imposed for service) for the purchase of Sukuk. In this regard, AmBank Islamic Berhad will render services associated with such purchase of Sukuk by the Customer and impose fee which is the difference between settlement amount paid to AmBank Islamic Berhad by Customer and the price paid by AmBank Islamic Berhad for the purchase.

(b) Sale of Bond/Sukuk

The Customer agrees that the following provisions shall apply to each of the Customer's instruction to sell the Bond/Sukuk:-

- The Customer shall only be entitled to sell the Bond/Sukuk which the Customer has fully paid for (including any interest for late payment/late payment charges, fees and charges payable, if any).
- The Bond/Sukuk to be sold must be held in the Bond/Sukuk Investment Account. Short selling of the Bond/Sukuk is not permitted.
- On receipt of any instruction to sell any Bond/Sukuk, the Bank, in its discretion, shall be entitled to debit the Bond/Sukuk Investment Account with the relevant Bond/Sukuk (which shall be held in trust for the Bank) on or at any time before the Settlement Date for completion of the Trade.

In the interim, the Customer agrees that it shall not be entitled to withdraw or deal with all or any part of the relevant Bond/Sukuk until completion of the Trade or upon notification that the Trade cannot be carried out for whatever reason.

1.15 Cancellation/Variation of Instructions

The Customer agrees that the Bank shall not be obliged to act on any instruction to cancel, vary or amend any previously given instruction if the original instruction had already been completed or if the Bank is of the view that it has insufficient time or is unable to act on such instruction to cancel, vary or amend the original instruction. The Customer acknowledges that the Bank shall not be liable to the Customer for any loss, direct or indirect, or expenses suffered or incurred by the Customer in such case.

1.16 Payment

(a) The Bank will pay the proceeds received in connection with a Trade to sell the Bond/

Sukuk to the Customer within ten (10) Banking Days from the Settlement Date of the Trade.

(b) Any proceeds due from coupon payment and redemption/maturity of the Bond/Sukuk payable to the Customer will be paid to the Customer within ten (10) Banking Days from the date the said proceeds are received by the Bank.

(c) All proceeds of coupon/profit payment, redemption/maturity, sale and any other proceeds received by the Bank for the Trade will be credited to the Customer's Bank Account, free of any accrued interest/profit (if any), and minus any fees, expenses, charges and withholding tax (if any).

1.17 Limitation of Liability and Indemnity

(a) The Customer acknowledges that the Bank is not a trustee and the Bank has no trust or other obligations for the Bond/Sukuk except those set out in this Master T&C.

(b) The Bank owes no duty to the Customer or any other party to verify the validity of the ownership/title to any Bond/Sukuk and is not liable for any defect in ownership or title of any Bond/Sukuk.

(c) The Bank (including its market information providers) is also not liable:-

- For any taxes or duties payable in connection with the Bond/Sukuk; or
- For the management of/diminution in the value of the Bond/Sukuk.

(d) The Bank shall not be liable for any kind of losses (direct or indirect) which may be incurred by the Customer in using the Services (including any delay, error or failure to make available any essential features of a securities transaction).

(e) The Bank may engage the advice and services of, and rely and act on the opinion or advice of or information obtained from any of its appointees and/or delegates and shall, provided that it acts in good faith, not be responsible for any loss occasioned by so acting.

(f) The Customer agrees to fully and effectually indemnify the Bank, its market information providers, Custodian, appointees and their respective officers and employees against:-

- All claims, liabilities, damages, losses, costs and expenses of whatsoever nature which may be sustained, incurred or suffered by any of them; and
- All all actions or proceedings which may be brought by or against any of them, as a result of the Bank providing or performing the Services, any information produced by the Customer (including any update of, or supplement to, information already provided) in connection with the Services being or being alleged to be misleading and/or deceptive in any respect or due to any default by the Customer. This indemnity shall continue even after the termination and/or conclusion of the Services provided.

(g) The Customer agrees that the Bank may exercise all or any of the Bank's rights and take the action(s) as set out in Clause C1.18(f) below if:-

- The Bank accepts or incurs liability for or at the Customer's request;
- The Customer fails to make payment of any amount due to the Bank (whether in relation to any Trade or transactions in the Bond/Sukuk or otherwise); or
- The Customer fails to return to the Bank any amount wrongly credited to the Customer's Bank Account.

1.18 Fees, Commission and Expenses

(a) The Customer agrees to pay the Bank's charges, services fees and any other charges imposed (including brokerage, discounts, commission, charges and fees levied by any broker, dealer, depository, custodian, nominee or stock exchange in relation to the Bond/Sukuk) for the Services. Such charges, fees and expenses are determined by the Bank and notified to the Customer, and may be varied by the Bank from time to time upon prior notice by the Bank.

(b) The Customer further agrees that the Customer shall pay all charges, fees and expenses imposed at the full prevailing rate payable for the Services even if the Bank is charged a lower rate for or granted discounts, rebates, deductions or waivers of such brokerages, commission, charges or fees.

(c) The Bank and Custodian may also retain for themselves (without obligation to account to the Customer) all or any part of the commission, discount, fees or otherwise which the Bank and Custodian may receive from any persons in relation to the Services.

(d) The Bank is entitled to debit the Customer's Bank Account for such charges, fees and expenses imposed notwithstanding that such debiting may result in the Customer's Bank Account being overdrawn.

(e) A certificate by an officer of the Bank as to the amount for the time being due and owing to the Bank from or by the Customer shall be conclusive evidence against the Customer for all purposes including any legal proceedings.

(f) In addition to any other rights herein or in law, if the Customer owes any money to the Bank, whether solely or jointly with any other party (including any withholding tax), the Customer agrees that the Bank may do any of the following:-

- Impose a banker's lien over the Customer's Bond/Sukuk as security for such fees and expenses;
- Retain as security any funds, chattels, securities (including stocks and shares) and other valuables which the Customer has deposited with the Bank as bailee; and/or
- Consolidate the credit balances, including any demand deposits (which may be uplifted before maturity) or any balances in different currencies (which the Bank may convert to form one common currency using the Bank's spot exchange rate on the day of conversion) in all the Customer's accounts with the Bank (including at any branch of the Bank) and put a hold on such amount of the credit balances equivalent to the amount owed to the Bank, and after the end of seven (7) days prior notice given to the Customer of the Bank's action and intention;
- In the Bank's discretion sell the Bond/Sukuk and/or security by public or private sale, and thereafter use the proceeds to settle the fees and expenses or any part thereof;
- Apply the Customer's monies consolidated and put on hold by the Bank against the amount owed or any part thereof by the Customer to the Bank, as the case may be. There shall be no implied duty on the Bank to obtain the best possible price or return for the sale or currency conversion.

(g) The Customer agrees to immediately pay the Bank, upon demand, any shortfall of payment due and all costs, charges and expenses incurred and incidental to the sale or set-off.

(h) Any excess monies received from the sale conducted after settlement will be refunded to the Customer free of charges.

(i) Any remaining credit balances of the Customer's consolidated accounts after set-off will be held on substantially the same terms as before the consolidation or on such other terms as the Bank considers appropriate in the circumstances.

(j) The Bank's right and authorisation under this Clause shall not be affected by the Customer's death, bankruptcy, insolvency, composition with other creditors or any legal proceedings against the Customer.

1.19 Power to Debit

(a) In addition to any other rights of the Bank provided in this Master T&C, the Bank reserves the right to debit the Customer's Bank Account and/or any of the Customer's accounts with the Bank and/or AmBank Islamic Berhad for such charges, fees and expenses imposed and/or any sums payable by the Customer for any Trade and/or Services performed notwithstanding that such debiting may result in the Customer's Bank Account and/or any of the Customer's accounts with the Bank and/or AmBank Islamic Berhad being overdrawn.

(b) By signing this Master T&C, the Customer hereby agrees and consents to the Bank's right to debit the Customer's Bank Account and/or any of the Customer's accounts with the Bank and/or AmBank Islamic Berhad for such charges, fees and expenses imposed and/or any sums payable by the Customer for any Trade and/or Services performed hereunder.

1.20 Termination

(a) Either party may terminate the Services by giving the other party one (1) month notice in writing.

(b) Upon termination, the Customer must:-

- Arrange the sale of the existing Bond/Sukuk; or
- Transfer the the existing Bond/Sukuk, from the Bank or its Custodian/nominee using the Services before the effective termination date failing which the Bank or its Custodian/nominee will, at the Customer's costs and expenses:-
  (i) be entitled to sell or transfer the Bond/Sukuk held in such manner; and
  (ii) further authorised to instruct any third parties on the Customer's behalf to execute any documents and to do all things necessary, as the Bank deems fit in its discretion. The Bank shall not be liable for any losses suffered by the Customer.

(c) If the Bank is of the opinion that any of the following events have occurred, the Bank may give reasonable written notice to the Customer of the event in question and the Bank's intention to exercise any or all of the Bank's rights set out in Clause C1.20(e) below, the events being:-

- Any breach of the terms of the Services by the Customer;
- Any failure by the Customer to pay the monies due under the Services, the purchase monies due, or any other monies due and payable by the Customer to the Bank of whatsoever nature;
- Any bankruptcy, winding up, insolvency, schemes of arrangement or any similar proceedings have been commenced or taken against/by the Customer;
- Any attachment levied against the Customer's Bank Account or the Bond/Sukuk held in the Bond/Sukuk Investment Account; or
- Where this Master T&C are entered into with more than one (1) party as the Customer, any dispute or proceedings between or amongst such parties.

(d) The Bank shall also be entitled, without the need to give any written or prior notice to the Customer, to exercise the Bank's rights set out in Clause C1.20(e) below where there is any law requiring the Bank to terminate the Services or where the Bank determines that there is a matter or event which requires a termination of the Services in the interest of the Bank.

(e) Where any of the events as stated in Clauses C1.20(c) or C1.20(d) above has occurred, the Bank may at its option:-

- Cancel any outstanding instruction(s) or Trade(s);
- Close out any outstanding contracts entered into on behalf of or with the Customer; or
- Put a hold on any monies in the Customer's Bank Account or received from the sale of any Bond/Sukuk, and after the end of seven (7) calendar days prior notice given to the Customer, set-off such monies on hold against any monies due and payable to the Bank by the Customer whether under the Services or otherwise. In the exercise of the Bank's rights under this Clause, the Bank may sell or dispose of any Bond/Sukuk on such terms and to any party (including the Bank or the Bank's associated entities) in the Bank's discretion.

(f) Notwithstanding any termination of the Services, the Customer agrees that the Bank shall be entitled to proceed to settle any transactions entered into or liability incurred by or on behalf of the Customer under the Services prior to the termination.

1.21 Prices

Without prejudice to Part B (Prices and Market Information), any price, yield or valuation communicated prior to execution is indicative only. The executed price is determined at the time the transaction is completed in accordance with market practice and the relevant product terms.

1.22 Risk Acknowledgments

The Customer:-

(a) Acknowledges that investment in any securities including the Bond/Sukuk are subject to risks (including market risks, benchmark interest rate risks, currency risks, credit risks of the Bond/Sukuk issuer, default risks, and possible loss of capital or the principal amount invested);

(b) Represents and warrants that the Customer understands and is fully aware of such risks; and

(c) Will solely bear all risks, including the default risk of the Bond/Sukuk issuer and has no claim against the Bank for such loss.

Shariah Related Acknowledgements (Sukuk and Islamic Structured Products)

(a) For Sukuk and Islamic structured products, the Customer acknowledges that (i) the structure, assets and returns must comply with Shariah, (ii) returns are based on profit or asset income (and not interest), and (iii) any Shariah non compliance event may result in adjustments, purification or other consequences as set out in the governing product documents.

(b) Where applicable, the Customer acknowledges that fees such as Ujrah (service fees) may be charged in accordance with Shariah principles and the applicable product terms.

C2 Unit Trusts

2.1 Scope and Governing Documents

This Section governs all transactions and holdings in Unit Trust Funds and Structured Investment Products (SIPs) distributed or made available by the Bank.

Unless expressly indicated otherwise, provisions in this Section apply to both Unit Trusts and SIPs. Where a clause is product specific, it is labelled "(Unit Trust only)" or "(SIP only)"

2.2 Fund Provision (Unit Trust only)

(a) Customer Eligibility

The Customer confirms that he or she is an individual of eighteen (18) years old and above.

(b) Order Placement

i. The Customer may instruct the Bank to execute any Transaction by placing an Order with the Bank. Upon receipt of such Order, the Bank shall execute the Transaction by placing an order with the relevant Manager.

ii. The Order becomes irrevocable immediately after the Bank has executed the Transaction by placing an order with the relevant Manager.

(c) Supplementary/Replacement Prospectus Withdrawal Right

Where a supplementary prospectus or replacement prospectus has been registered before Units are issued or transferred to the Customer, the Customer shall be given the opportunity to withdraw his/her application within fourteen (14) calendar days from the date of receipt of notice of such registration, provided always the Bank receives the Customer's withdrawal notice no later than the relevant cut off time on a Dealing Day within such withdrawal period.

(d) Applicable Laws and Governing Fund Documents

i. All Transactions are subject to the provisions of the Fund's deeds, constitutional documents, information memorandum and prospectuses (as amended or supplemented), and all applicable laws, guidelines, regulations and customs.

ii. Transactions are also subject to the Capital Markets and Services Act, the Guidelines on Unit Trust Funds, Guidelines on Wholesale Funds, FIMM rules, and all other relevant legislation and regulations.

(e) Bank's Services for Transactions

i. The Bank may provide services for subscribing, switching, transferring or redeeming Units in any Fund.

ii. The Bank may process such Transactions and provide such services as the Bank may agree with the Customer from time to time.

(f) Pricing

i. Any price of Units provided before the Customer places an Order is for reference only and does not bind the Bank.

ii. The actual price applied shall be the price determined in accordance with the Fund's deed/constitution, information memorandum or prospectus.

iii. Orders executed are subject to applicable Fund pricing policies, including forward pricing.

(g) Aggregation and Allocation

i. Orders placed by the Customer may be aggregated and consolidated daily or from time to time with orders placed by other customers for placement with the Manager.

ii. When Units are issued to the Bank's nominee or custodian, such Units will be allotted/allocated among relevant Customers in the order or manner the Bank determines.

(h) Notices, Proxies and Voting

i. Meeting notices or proxy forms received from Managers shall be forwarded by the Bank to the Customer within five (5) Business Days.

ii. The Customer must respond within the timeline stipulated by the Bank.

iii. Upon receiving proxy forms from Customers, the Bank will compile and submit them to the Manager.

iv. The Bank reserves the right to vote, instruct or give consents (or otherwise) on behalf of the Customer

(i) Distributions and Reinvestment

i. For open ended Funds using cash subscriptions, dividends (if any) shall automatically be reinvested via purchase/subscription of additional Units.

ii. Where the Fund has been fully sold or redeemed and dividends thereafter have been reinvested, the Bank may sell or redeem such Units and credit the redemption proceeds to the Customer's designated account.

iii. For closed ended Funds, dividends (if any) shall be credited directly to the Customer's designated account.

(j) Indemnity

To the fullest extent permitted by law, the Customer shall indemnify the Bank against all acts, omissions, claims, proceedings, demands, damages, costs and expenses (including taxes, levies, charges and legal fees) in connection with matters arising from Transactions or Funds in respect of the Investment Account, except those arising from the Bank's wilful default.

(k) Cooling Off Rights (First Time Investor)

i. A Customer who is eligible and investing in a Fund for the first time has the right to request a refund during the cooling off period prescribed in the deed/ prospectus, which shall not be fewer than six (6) business days.

ii. The Customer must deliver such notice of withdrawal to the Bank no later than the relevant cut off time on a Dealing Day within the Cooling Off Period.

iii. Any refund is subject to Applicable Laws and Fund terms.

iv. The Customer is liable for all costs and expenses imposed by the Manager/ Fund; such costs may be deducted from the refund.

(l) Binding Nature of Transactions

i. All Transactions are subject to all provisions of the respective Fund's applicable documents and customs.

ii. Orders may be aggregated and consolidated by the Bank for processing with the Manager.

(m) Allocation and Evidence of Transactions

i. When Units are issued to the Bank's nominee or custodian, Units will be allocated among Customers in any order or manner that the Bank determines.

ii. The Customer shall reimburse the Bank for all fees imposed by Managers and all taxes, duties and levies incurred in holding or executing any transaction.

(n) Irrevocability / Refusal of Instructions

i. Any Order becomes irrevocable immediately after the Bank executes the Transaction by placing an order with the relevant Manager.

ii. The Bank may refuse any instruction which is unclear, ambiguous or may cause the Bank to contravene any law/regulation.

iii. The Bank may consider a Customer's request to revoke an earlier instruction only if the earlier instruction has not yet caused the Bank to act in a manner that would contravene any law/regulation.

(o) Consolidated Trades and Allocation Mechanics

i. Transactions in Units may be consolidated by the Bank with other Customer transactions daily or from time to time.

ii. Units issued will be allocated among relevant applicants in any order or manner the Bank determines.

(p) Customer Responsibility for Fund Expensed Charges

The Customer shall reimburse the Bank for all costs, fees and expenses imposed by any Fund Manager, including taxes/duties/levies incurred in holding or executing transactions in Units.

2.3 Risks (Unit Trusts Only)

(a) General Investment and Market Risks

The Customer acknowledges that investments in Fund(s) are subject to investment risks and market risks, including the possible loss of the principal amount invested.

(b) Customer's Duty to Read Fund Documents

In relation to investments into Fund(s), the Customer acknowledges that it has read or will obtain from either the Bank or the relevant Manager the up-to-date versions of the prospectuses and product highlight sheets of the investment product or any materials supplied by the relevant Manager that might exist on the date of the Transaction and the date of the Order given by the Customer to the Bank prior to placing any Order with the Bank to subscribe for units in such Fund(s). The Customer acknowledges and agrees that the Bank shall bear no liability or responsibility whatsoever to the Customer for any error, misstatement or omission in any Prospectus or Product Highlight Sheet or report or any other material prepared by or issued by Manager or willful action or omission, default, fraud or negligence by the Manager or Fund.

(c) Performance Guarantee/Responsilbility for Manager Documents

The Bank accepts no responsibility and will bear no liability to the Customer for giving any recommendation or advice to the Customer as to whether to invest or not to invest in any Fund, or in connection with the performance of any Fund. The Customer acknowledges the desirability and importance of seeking independent financial or professional advice with respect to any dealings or investments in the Fund(s) or investment opportunities. The Customer acknowledges that any dealings or investments under the Investment Account in any such Fund is solely and exclusively made by the Customer based on the Customer's own judgment and after the Customer's own independent appraisal and investigation into the risks associated with such dealings or investments having been made.

(d) Close-Ended Funds and Early Redemption Limitations

The Customer should be aware that if the Customer redeems a close ended Fund before its maturity date (if applicable), the Customer may not receive the benefit of capital protection, capital guarantee or additional minimum returns (if such features are applicable).

(e) Wholesale Funds (Sophisticated Investors Only)

A Customer applying for Units in a Wholesale Fund is solely responsible for ensuring that he/she meets the definition of "sophisticated investor" under the relevant laws and guidelines, and for obtaining independent professional advice if necessary.

2.4 Transaction Limits and Restrictions (Unit Trust)

(a) The Bank may, at any time, impose upon the Customer any position or Transaction limits, or Transaction restrictions. Such limits may include sizes for Transactions, specified times or procedures for communicating Orders to the Bank or otherwise. Such limits may also be set by a regulatory, statutory or such other body governing the Transactions. In placing Orders with the Bank, the Customer shall not exceed any limits or breach any restrictions, whether imposed by the Bank or any such body.

(b) The Bank shall have the absolute discretion whether to accept and partially execute any Order to ensure that the relevant limit or restriction imposed is not breached or to entirely reject such Order.

2.5 Electronic Services (Unit Trust Only)

(a) The Bank may, from time to time, provide to the Customer Online Fund service ("Electronic Services") for the purpose of:

i. viewing details or information relating to its Investment Account;

ii. transmitting Orders to the Bank for execution;

iii. engaging in any other activities and/or services as the Bank may include as part of such Electronic Services under AmBank Online Banking from time to time; and

iv. having access to, including but not limited to Fund(s) information, performance and Fund Analytical Tool provided by a third party provider appointed by the Bank from time to time.

(b) The Customer has the sole responsibility and shall be liable for the security and safe keeping of the Customer's passwords, identification and other codes issued to the Customer by the Bank for the purpose of enabling the Customer to access the Electronic Services and the Investment Account.

(c) The Customer agrees that Orders placed via Electronic Services are placed at the Customer's sole risk. The Customer shall be fully responsible and liable for any Order placed with the Bank through the use of the Electronic Services notwithstanding that such Order may have been given by a third (3rd) party with or without authority to give such Order on behalf of the Customer, and the Customer may not be able to amend or cancel its Orders.

(d) In utilizing the Electronic Services, the Customer agrees not to do anything that will violate, infringe, prejudice or in any way affect the Bank's or any third-party provider's intellectual property rights ("IP Rights") and shall take all necessary measures to preserve and protect these IP Rights. All IP Rights (whether by way of copyright or otherwise) in the information or reports available from or generated by the Electronic Services vest solely in and will remain the exclusive property of the Bank and/or the third-party provider appointed by the Bank from time to time.

(e) The Customer agrees that the risk of electronic instructions given by the Customer pursuant to this Master T&C not being genuine or forged, fraudulent, ambiguous or erroneous lies solely with the Customer, and the Customer undertakes to keep Bank and its Personnel fully indemnified against all loss incurred by the Bank or its Personnel arising out of anything done or omitted pursuant to the said electronic instruction given or purportedly given by the Customer or its authorized person. It is Customer's responsibility to obtain independent professional advice in respect of any information and/or reports obtained via the Electronic Services, and to verify such information and/or reports. Neither the Bank nor the Personnel shall have any liability to the Customer incurring any loss, damage, cost, expense or claim whatsoever and howsoever caused or arising, including but not limited to:

i. any reliance by the Customer on any information and/or reports which are incomplete, inaccurate, corrupted, non-sequential, untrue or out-of-date, notwithstanding that such information and/or reports may or may not have been customized for the use of the Customer;

ii. the loss or unauthorized use of or access to the Electronic Services;

iii. any delay, fault, failure or loss of access to, or unavailability of the Electronic Services for whatever reason (including but not limited to the failures of third-party providers);

iv. any non-performance, defective performance or late performance of the Electronic Services through any cause whatsoever, including errors due solely to malfunction of the Electronic Services or equipment, infrastructure or programs;

v. any telecommunication or interconnection defects, faults or problems, system crashes, software errors or defects, sabotage or unlawful access; or

vi. any failure, downtime, crash, breakdown or malfunction of or defects or glitches in the Electronic Services.

(f) In providing the Electronic Services to the Customer, the Bank may, with notice to the Customer:

i. amend, modify, suspend or terminate the operation of the Electronic Services;

ii. suspend or terminate the Customer's access to or use of the Electronic Services, or deactivate the Investment Account;

and shall not be liable to the Customer for any loss which may be suffered by the Customer consequent upon any of the above actions.

2.6 Fees and Payment (Unit Trust only)

(a) All payments from the Customer to the Bank or from the Bank to the Customer shall be settled in the relevant Currency of the Fund ("Fund Currency") which Units are being subscribed for or redeemed.

(b) For subscription transactions, the Customer is to debit from its Transactional Current Account or Savings Account / Current Account-i or Savings Account-i similar to the Fund currency which Units are being subscribed.

(c) Redemption proceeds received by the Bank will be credited in accordance to the Customer's designated Transactional Current Account and/or Savings Account / Current Account-i or Savings Account-i similar to the Fund currency which Units are being redeemed.

(d) The Customer agrees that all fees, charges and expenses disclosed in the Information Memorandum or Prospectus or Replacement Prospectus and its Supplementary Information Memorandum or Supplementary Prospectus (if any) are expressed exclusive of any taxes including but not limited to goods and services tax, value added tax, consumption tax, indirect tax, services tax levies, duties or any other taxes as may be imposed by the Government of Malaysia from time to time ("Taxes").

(e) Accordingly, to the extent that services provided are subject to any Taxes, the amount of Taxes payable on any related fees, charges and/or expenses will be payable by the Customer and/or the Fund (as the case may be) in addition to the fees, charges and expenses disclosed in the Information Memorandum or Prospectus or Replacement Prospectus and its Supplementary Information Memorandum or Supplementary Prospectus (if any).

2.7 Shariah Related Acknowledgements (Shariah-Compliant Unit Trust)

(a) For Shariah-Compliant Unit Trust, the Customer acknowledges that (i) the structure, underlying investments and returns must comply with Shariah, (ii) returns are based on profit or investment income (and not interest), and (iii) any Shariah non compliance event may result in adjustments, purification or other consequences as set out in the governing product documents.

(b) Where applicable, the Customer acknowledges that fees such as *Ujrah* (service fees) may be charged in accordance with Shariah principles and the applicable product terms.

PART D - PRIVACY, NOTICES AND COMMUNICATIONS

1 General Privacy Provisions

(a) The Customer acknowledges that he or she has accessed, reand and understood the AmBank Group Privacy Notice (available at www.ambankgroup.com). The Customer agrees that such Privacy Notice shall be deemed incorporated by reference into this Master T&C.

(b) The Customer consents to the Bank collecting, using, processing, storing and disclosing the Customer's personal data in accordance with the Privacy Notice for purposes relating to the opening, maintenance and operation of accounts, the provision of services, internal risk management, regulatory compliance, market conduct requirements, credit evaluation and any other lawful purpose.

2 Notices

(a) The Customer agrees that any statement, notice, communication or demand shall be given to the Customer as provided in the Bank's General Terms and Conditions of Accounts & Services which is made available at the AmBank Group website at www.ambankgroup.com. Any statement, notice, communication or demand made or delivered by the Bank to the Customer under or in connection with this Master T&C, the Trade Documents and the Services will be effective when made or delivered to the Customer's last known address, facsimile number or phone number based on the Bank's existing records. The Bank shall be entitled to rely on the Bank's existing records until written notice of any such change is received by the Bank. In the event of any conflicts or inconsistencies between this Master T&C and the Bank's General Terms and Conditions of Accounts & Services, this Master T&C shall prevail.

(b) Where the Investment Account is held jointly, any notice, statement, communication or demand issued by the Bank in accordance with this Master T&C may be given to any one joint account holder and shall be deemed to have been given to all joint account holders. The Bank may rely on the contact details of any one joint account holder unless and until updated written instructions acceptable to the Bank are received. For the avoidance of doubt, all joint account holders shall be jointly and severally bound by any notice given to any one joint account holder.

3 Personal Data Protection Act (PDPA)

(a) The Customer acknowledges that the Bank's processing of personal data is subject to the Personal Data Protection Act 2010 ("PDPA"). The Customer consents to the Bank collecting, recording, holding, storing, using, processing and disclosing the Customer's personal data for purposes connected with the provision of the Bank's services and in accordance with the Bank's Privacy Notice.

(b) The Customer confirms that all personal data provided to the Bank is true, complete and up to date, and undertakes to promptly notify the Bank of any changes.

(c) Where the Customer withdraws consent in a manner that impacts the Bank's ability to provide one or more services, the Bank may suspend or discontinue the affected services to the extent permitted by law.

4 Third-Party Personal Data

(a) Where the Customer provides personal and/or financial information of third parties (including next of kin, dependents, authorised signatories, directors, shareholders, officers or authorised representatives), the Customer:

(i) confirms that the Customer has obtained their consent or is otherwise legally entitled to provide such information to the Bank;

(ii) agrees to ensure such information is accurate and up to date; and

(iii) agrees to notify the Bank of any material change to such information.

(b) The Customer agrees that withdrawal of consent by such third parties may affect the Bank's ability to provide the relevant services.

5 Amendments of Privacy Clause

The Bank reserves the right to amend this Part D by giving prior written notice to the Customer in accordance with applicable laws.

6 Regulatory Compliance

(1) Anti Money Laundering, Counter Financing of Terrorism and Strategic Trade Compliance

(a) The Customer represents and warrants, on a continuing basis and unless and until the Customer notifies the Bank in writing to the contrary, that all monies, assets and property introduced to or transacted through the Bank under this Master T&C originate from a lawful source of activity and are not the proceeds or instrumentalities of any offence under the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 ("AMLATFA") and are not in contravention of the Strategic Trade Act 2010 ("STA").

(b) Where the Customer acts as an intermediary or on behalf of any other person(s) or ultimate beneficial owner(s), the Bank may require, and the Customer shall promptly provide, verification of identity and any other information or documents the Bank reasonably requires (including certified true copies of authorisations to act and KYC/CDD/EDD documents). The Customer further confirms that appropriate know-your-client checks (including on identity, existence, address and nature of business) have been performed and that all monies, funds or assets are from lawful sources and not in breach of AMLATFA or the STA. The Customer acknowledges that disclosure of a beneficiary or underlying principal does not make such person a Customer of the Bank and that the Customer remains the principal obligor to the Bank in relation to the relevant transactions and services.

(c) The Customer undertakes irrevocably to disclose and furnish to the Bank, within such period as the Bank may specify, any information, documents and authorisations the Bank may require or deem necessary, whether for compliance with any applicable law, regulation, directive, guideline, supervisory requirement (including those of Bank Negara Malaysia), or the Bank's internal policies and procedures.

- Pending receipt and satisfactory verification of such information by the Bank and/or any relevant authority, the Bank shall be under no obligation to proceed with any transaction or to accept, transfer or return any monies, funds or assets ("Assets"). With respect to Assets already in the Bank's possession or control (including via a nominee or custodian), the Bank shall be entitled and is hereby authorised to retain such Assets until satisfactory clearance is obtained from the relevant authority(ies). Any request to return Assets shall be actioned only after such clearance and subject to applicable law.

(d) The Customer shall not use any account, product or service provided under this Master T&C for the purpose of committing, facilitating or concealing any offence under AMLATFA or in contravention of the STA.

(e) The Customer agrees that the Bank may delay, block, decline, suspend or terminate any instruction, transaction or service; place a hold on monies; or freeze/retain Assets, where the Bank considers such action necessary or desirable to comply with AMLATFA, the STA, sanctions requirements, or any directive, order or request of any regulatory, supervisory or enforcement authority, or pursuant to the Bank's internal compliance and risk management procedures. The Bank (and any AmBank Group company) shall not be liable for any direct, indirect, consequential or other loss arising from any such action taken in good faith for compliance purposes.

(f) If, after any payment, transfer, redemption, distribution, settlement or the cessation of services, it is established that any monies, Assets or part thereof are from an unlawful source or constitute instrumentalities of an offence under AMLATFA or are in contravention of the STA:

(i) any release, discharge or acknowledgement by the Bank in respect of the Customer's obligations in relation to the affected transaction(s) shall be deemed invalid as from the date such illegality is established, and the Customer shall continue to be liable to the Bank as if no such release or discharge had been given; and

(ii) the Customer shall indemnify and hold the Bank harmless against all losses, damages, costs, fees and charges incurred by the Bank arising from or in connection with such contravention by the Customer of AMLATFA and/or the STA.

(g) The Customer shall provide all reasonable cooperation and assistance the Bank may require in connection with AML/CFT, sanctions and strategic trade compliance, including promptly responding to requests and producing information or documents, and shall ensure that its own internal controls are adequate to prevent and detect unlawful activities.

(2) Anti-Bribery and Anti-Corruption (ABAC)

(a) The Customer acknowledges that the AmBank Group has zero tolerance towards all forms of bribery and corruption. The Customer undertakes that it shall not, directly or indirectly, offer, promise, provide, request, solicit, receive or authorise any gratification, improper payment, financial benefit, reward or any valuable consideration ("Gratifications") to or from any director, officer, employee, representative, agent or other person associated with, controlled by, or acting on behalf of the AmBank Group ("AmBank Group's Agents"), or from any of the Customer's directors, employees, family members or any party acting for or representing the Customer, in exchange for business favours, information, favorable treatment, improper benefits or advantage, or as an inducement to do or refrain from doing any act.

(b) The Customer shall immediately notify the AmBank Group if any party solicits or attempts to provide any Gratification or otherwise offers any advantage (financial or otherwise) to or from the AmBank Group or AmBank Group's Agents.

(c) AmBank Group ABAC Policy and Declarations

(i) The Customer confirms that it has read, understood and shall comply with the AmBank Group's Anti-Bribery and Corrupt Practices Policy ("ABCP Policy"), as may be amended from time to time, and shall promptly notify the AmBank Group of any breach or suspected breach.

(ii) Pursuant to the ABCP Policy, the Customer has caused or shall cause each of its authorised signatories (and, where applicable, relevant officers) to execute the AmBank Group's anti-bribery and corruption declaration form(s) and to return duly executed copies to the Bank for records.

(d) The Customer shall strictly comply with all applicable anti-bribery and anti-corruption laws and regulations, including the Malaysian Anti-Corruption Commission Act 2009 (as amended) ("MACC Act"). Where the Customer is a commercial organisation within the meaning of the MACC Act, the Customer represents and warrants that it has in place, and shall maintain, adequate procedures designed to prevent bribery, and shall provide reasonable evidence of such procedures upon the Bank's request.

(e) Upon reasonable notice, the Customer shall, to the extent permitted by law, provide information and reasonable assistance the Bank may require to verify compliance with this Clause D6(2) (including copies of relevant ABAC policies, declarations and training attestations), without prejudice to any confidentiality obligations owed to third parties.

(f) Notwithstanding anything to the contrary, if the Customer or any of its directors, employees, subcontractors, agents or other third parties acting for or representing the Customer is in breach of this Clause D6(2). or is being investigated for bribery or corruption, the AmBank Group may, by written notice and with immediate effect, suspend, refuse or terminate any transaction, instruction or service, in whole or in part, without liability.

(g) The Customer shall indemnify and hold harmless the AmBank Group and/ or any of the AmBank Group's Agents from and against all claims, losses, liabilities, damages, penalties, costs and expenses (including reasonable legal fees) arising out of or in connection with any breach of this Clause D6.2 by the Customer or by any person acting for or on its behalf, except to the extent caused by the Bank's wilful misconduct.

PART E - DISPUTE RESOLUTION

1 For internal dispute resolution, the Customer may contact the Bank via phone to 03 -2178 8888 (Contact Centre). Complaints should include the following information:

(a) Particulars of the Customer, Investment Account number, address, contact number and other relevant information;

(b) Circumstances of the non-compliance or improper conduct;

(c) Parties alleged to be involved in the improper conduc;

(d) Other supporting documentary evidence (if any)

2 If the Customer is dissatisfied with the outcome of the internal dispute resolution process, the Customer can refer its dispute to the Financial Markets Ombudsman Service (FMOS) at the following:

Telephone Number : 03-2272 2811

Online : www.fmos.org.my/en/

Letter : Financial Markets Ombudsman Service (FMOS)
Level 14, Main Block Menara Takaful Malaysia
No. 4, Jalan Sultan Sulaiman
50000 Kuala Lumpur

3 The Customer can also direct its complaint to the SC even if after initiating a dispute resolution with SIDREC. To make a complaint, the Customer may contact SC's Investor Affairs & Complaints Department at the following:

Telephone Number : 03-62048999

Fax Number : 03-62048991

Email : aduan@seccom.com.my

Online : www.sc.com.my

Letter : Consumer & Investor Office
Securities Commission Malaysia
No. 3, Persiaran Bukit Kiara,
Bukit Kiara, 50490 Kuala Lumpur

4 (a) For Unit Trust only

The Customer can also direct its complaint to FIMM's Complaints Bureau at the following:

Telephone Number : 03-78904242

Email : complaints@fimm.com.my

Online : www.fimm.com.my

Letter : Legal & Regulatory Affairs
Federation of Investment Managers Malaysia
19-06-1, 6th Floor, Wisma Capital A
No. 19, Lorong Dungun, Damansara Heights
50490 Kuala Lumpur

(b) For Bond/Sukuk only

Should you wish to lodge a complaint with Bank Negara Malaysia against the Bank in connection with the Services, you may lodge your complaint with Bank Negara Malaysia's Complaints Department via:-

BNMLINK
4th Floor, Podium Bangunan AICB, No. 10, Jalan Dato' Onn,
50480 Kuala Lumpur

BNMLINK

Tel No : 1-300-88-5465

Online : https://bnm.gov.my/contact-us/bnmlink

PART F – GOVERNING LAW AND JURISDICTION

This Master T&C, the Investment Account, the relationship between the Customer and the Bank and the rights and obligations contemplated thereunder, shall be governed by and be construed in accordance with the laws of Malaysia and the Customer agrees that any legal disputes shall be commenced and heard in courts in Kuala Lumpur.

PART G – NON-EXCUSIVITY

The customer agrees that the Services are provided herein to the Customer on a non-exclusive basis.

PART H – MISCELLANEOUS

1 Amendments

(a) The Bank reserves the right, at any time and from time to time, to amend, vary, update or supplement this Master T&C (including by making additions) (collectively, "Amendments").

(b) Any Amendment shall take effect and bind each Customer on the effective date prescribed by the Bank, provided that the Bank gives not less than twenty-one (21) calendar days' prior notice to the Customer.

(c) Continued use or maintenance of any Investment Account or use of any product or service governed by this Master T&C after the effective date of an Amendment constitutes the Customer's acceptance of, and agreement to be bound by, such Amendment.

2 Intellectual Property

All intellectual property rights in any materials, data, tools, systems, content or information provided or made available by the Bank, the AmBank Group or any third party provider remain their sole and exclusive property. The Customer shall not reproduce, distribute, modify, reverse engineer or use such materials except for legitimate purposes connected with the Investment Account. The Customer shall not remove or obscure any proprietary notices and shall be responsible for any use by persons accessing such materials through the Customer.

3 Indemnity

To the fullest extent permitted by law, the Customer shall indemnify the Bank, the AmBank Group and their respective officers, employees and agents against all losses, costs, claims, liabilities and expenses arising from or connected with:

(a) the Customer's breach of this Master T&C or any product governing document;

(b) the Bank acting on any instruction believed in good faith to be given by the Customer;

(c) any incorrect, incomplete or misleading information provided by the Customer; or

(d) the Customer's use of the Investment Account, products or services.

This indemnity survives termination and does not apply to losses arising from the Bank's fraud or wilful default.

4 Severability

If any provision of this Master T&C is or becomes invalid, illegal or unenforceable, such provision shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted, without affecting the validity and enforceability of the remaining provisions.

5 Waiver

No failure or delay by the Bank in exercising any right or remedy under this Master T&C shall operate as a waiver of that or any other right or remedy. A single or partial exercise shall not preclude any further or other exercise of that or any other right or remedy. A waiver is effective only if given in writing and applies only to the matter expressly waived.

6 Force Majeure

The Bank shall not be liable for any delay, failure or omission in the performance of any obligation under this Master T&C if and to the extent such delay, failure or omission results from events, circumstances or causes beyond the Bank's reasonable control, including (without limitation) acts of God, natural disasters, pandemics, strikes, lock outs, labour disputes, industrial disturbances, acts of terrorism, war, civil commotion, riots, embargoes, breakdown of plant or machinery, power failure, fire, flood, cyber incidents, system outages, market disruption, suspension of trading, actions or restrictions of any governmental, regulatory or self regulatory authority, exchange or depository, or failures of telecommunications or network providers. The Bank shall use commercially reasonable efforts to mitigate the impact of such events where practicable.

7 Headings and Interpretation

Clause and paragraph headings are for convenience only and shall not affect the interpretation of this Master T&C. The Interpretation and Definitions section shall apply to this Part H and to the entire document unless the context otherwise requires.